



MADISON COUNTY
SCHOOLS

MARK OF EXCELLENCE

476 Highland Colony Parkway

Ridgeland, MS 39157

Telephone: 601-499-0800

Letitia H. Reeves, 16th Section Land Manager

Telephone: 601-499-0717

lreeves@madison-schools.com

May 24, 2018

Madison County Board of Supervisors
ATTN: Ms. Cynthia Parker, Board Secretary
P.O. Box 404
Canton, MS 39046

RE: Documents for Board Approval

Dear Cynthia:

Enclosed please find the following documents:

1. Renegotiated Long Term Residential Lease to Adams Flowers and wife, Honey Flowers regarding 2.1± acres in the NE1/4 NE1/4 of Section 16, Township 8 North, Range 1 West, Town of Flora, Madison County, Mississippi.

2. Commercial Lease to Dear John Investments, LLC regarding 8 acres in the NW1/4 NE1/4 of Section 16, Township 8 North, Range 2 East, Madison County, Mississippi (Gluckstadt section).

3) Notice to Renew Long Term Residential Lease to Lee Anderson Jones, III and wife, Patricia Kay Jones, regarding Lot 1, Woodbury Estates Subdivision.

It is requested that the Board of Supervisors approve the enclosed documents at the upcoming Board of Supervisors' meeting to be held June 4, 2018.

Should you have any questions or need anything further in this regard, please let me know.
Thank you.

Sincerely,

Letitia H. Reeves

16th Section Land Manager

/lr

Enclosures

cc: Ronnie L. McGehee, Ph.D., Superintendent

INDEXING:

Lot 1, Woodbury Estates Subdivision
Per Plat Cabinet D at Slide 105, City of Madison, Section 16, Township 7 North,
Range 2 East, Madison County, Mississippi
Parcel #072E-16C-002/01.21

LESSOR:

Madison County Board of Education
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: 601-499-0800

LESSEE:

Lee Anderson Jones, III and
Patricia Kay Jones
409 Brentwood Drive
Madison, MS 39110
Telephone: _____

PREPARED BY:

Madison County School District
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: 601-499-0800

**NOTICE TO RENEW
RESIDENTIAL LEASE CONTRACT**

This Notice to Renew is made and entered into on the _____ day of _____, 2018, by and between the Madison County, Mississippi, Board of Education Trustees of the Madison County School District 16th Section School Lands Trust (“Lessor”) and **Lee Anderson Jones, III** and wife, **Patricia Kay Jones**, (“Lessee”) according to the following terms and provisions:

A. Lessor and Lessee executed that certain Residential Lease Contract (the “Lease”) for a term of forty years, beginning on the 14th day of April, 2003, and terminating on the 13th day of April, 2043, (the “Primary Term”), covering a parcel of 16th Section Land as described therein which is recorded in the office of the Chancery Clerk of Madison County, Mississippi in **Deed Book 533 at Page 867**, being located in Section 16, Township 7 North, Range 2 East, Madison County, Mississippi, and being more particularly described as:

Lot 1 of Woodbury Estates Subdivision, a subdivision which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet D at Slide 105, reference to which is hereby made in aid of and as a part of this description.

B. This Notice to Renew is executed pursuant to Paragraph (1) of the Lease whereby the Lease provided the Lessee with an option to renew the Lease for an additional term of twenty-five (25) years pursuant to Miss. Code Ann. § 29-3-69 (1972) as amended, commencing on the termination date of the Primary Term (the "Initial Termination Date").

C. NOW THEREFORE, the Lessor and Lessee do hereby agree to renew the Lease for an additional term of twenty-five (25) years commencing on the Initial Termination Date; and as a result, **the Lease shall now terminate on the 13th day of April, 2068** (the "Final Termination Date"). Said renewal shall be under the same terms, conditions, and stipulations set forth in the Lease, except the annual rental shall be based upon the fair market value of the subject property, as determined by a qualified appraiser selected by Lessor who performs his or her appraisal not more than twelve (12) months prior to the expiration of the Primary Term.

D. Except as amended by this Notice to Renew, the existing Lease shall stay in full force and effect and under the same terms conditions, annual rental, and stipulations set forth in the Lease until the Final Termination Date.

The Lease, as amended by this Notice to Renew, is ratified and confirmed as the valid and subsisting agreement of the parties but without waiver of remedies for any presently existing default.

In Witness Whereof, this Notice to Renew is executed by Lessor pursuant to an order entered upon its minutes and is executed by Lessee on the date first stated above.

LESSOR:

**MADISON COUNTY, MISSISSIPPI,
BOARD OF EDUCATION**

By: _____
Phillip Huskey, President of the
Board Of Education

By _____
Ronnie L. McGehee, Superintendent
Of Education

LESSEE:

Lee Anderson Jones, III

Patricia Kay Jones

Reviewed and approved by the Madison County Board of Supervisors, this the ____ day of _____, 2018.

By: _____
Sheila Jones, President
of the Board of Supervisors

ATTEST:

Ronnie Lott, Chancery Clerk

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of _____, 2018, within my jurisdiction, the within named **Sheila Jones**, who acknowledged to me that she is President of the **Madison County Board of Supervisors**, and that for and on behalf of the said Madison County Board of Supervisors, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of _____, 2018, within my jurisdiction, the within named **Philip Huskey** and **Ronnie L. McGehee** who acknowledged to me that they are President of the Madison County Board of Education and Interim Superintendent of Education, respectively, of the **Madison County School District**, and that for and on behalf of the said Madison County School District, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of _____, 2018, within my jurisdiction, the within named **Lee Anderson Jones, III** and wife, **Patricia Kay Jones**, who acknowledged to me that they executed the above and foregoing instrument.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

Extension/2018/#1347 Jones

Indexing Instructions: 2.1± acres, more or less situated in the NE1/4 NE1/4 of Section 16, Township 8 North, Range 1 West, Town of Flora, Madison County, Mississippi (#051E-16A-015/00.00)

LESSOR:
Madison County Board of Education
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: 601-499-0800

LESSEE:
Adam Flowers and Heather Flowers

Telephone: _____

PREPARED BY:
Madison County School District
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: 601-499-0800

**RENEGOTIATED 16th SECTION PUBLIC SCHOOL TRUST LANDS
LONG TERM RESIDENTIAL LEASE CONTRACT**

STATE OF MISSISSIPPI
COUNTY OF MADISON

THIS RESIDENTIAL LEASE CONTRACT, made and entered into this the ___ day of _____, 2018, by and between the **MADISON COUNTY, MISSISSIPPI, BOARD OF EDUCATION TRUSTEES** of the MADISON COUNTY SCHOOL DISTRICT 16TH SECTION SCHOOL LANDS TRUST (hereinafter called "Lessor"), and **Adam Flowers** and wife, **Heather Flowers** (hereinafter called "Lessee"), as joint tenants with full rights of survivorship and not as tenants in common.

WITNESSETH:

That for the term and in consideration of the annual rentals hereinafter set forth, and the covenants, conditions, and obligations to be observed and performed by the Lessee, the Madison County, Mississippi, Board of Education does hereby lease, let and rent unto Lessee the following residential lands, situated in the Town of Flora, Madison County, Mississippi (the "Leased Premises") and described as:

The legal description is attached hereto as Exhibit "A" and incorporated herein by reference. A plat of survey is attached hereto as Exhibit "B" for informational purposes

1. **TERM.** The term of this Lease shall be for forty (40) years, beginning on the 21st day of May, 2018, and terminating on the 20th day of May, 2058, (the "primary term"). For purposes of this Lease Agreement, the Anniversary Date shall be May 21st of each year. It is expressly agreed and understood by all parties hereto that part of the consideration given for the execution and delivery of this instrument is the option hereby granted to Lessee to renew this lease for an additional or "secondary term" as provided by 29-3-69 Miss. Code Ann. (1972) of twenty-five (25) years from the 21st day of May, 2058 under the same terms, conditions, and stipulations set forth herein, except the annual rental shall be based upon the fair market value of the Leased Premises, excluding the value of buildings and improvements not then owned by the Lessor, as determined by a qualified appraiser selected by Lessor who performs his appraisal not more than twelve months and not less than three months prior to the expiration of the primary term. The cost of the new appraisal shall be borne by Lessee. A new lease shall be executed to effectuate the secondary term. To exercise the right to renew this lease for an additional twenty-five (25) years, Lessee must file with Lessor written notice of Lessee's intent to renew said lease. The notice to renew must be filed on or before the expiration of the forty (40) year primary term. In the event of the failure of the Lessee to exercise his right to re-lease the Leased Premises at such time, any holder of a valid first deed of trust upon the Leased Premises shall have a prior right to re-lease the premises at an annual rental based on appraised value excluding buildings and improvements, said lease to be substantially in the same form as this Lease Contract.

2. **RENTAL AMOUNT.** Lessee agrees and covenants to pay or cause to be paid to Lessor annually, on or before the Anniversary Date of this Lease Contract each year during the term hereof, rentals in advance according to the following schedule:

<u>PRIMARY TERM YEAR</u>	<u>ANNUAL RENTAL</u>
Year 1 (Pro-rated)	\$ 96.50
Year 2 through Year 5	\$ 610.00
Year 6 through Year 10	\$ 671.00
Year 11 through Year 15	\$ 732.00
Year 16 through Year 20	\$ 793.00
Year 21 through Year 25	\$ 854.00
Year 26 through Year 30	\$ 915.00
Year 31 through Year 35	\$ 976.00
Year 36 through Year 40	\$ 1,037.00

Please note that the first year's annual rental is prorated based on the fact that this lease is replacing a lease dated May 31, 1994 and recorded in Book 339 at Page 223 in the office of the Chancery Clerk of Madison County, Mississippi. The annual rental of \$495.00 was paid for the lease rental as set forth in the lease at Book 339 at Page 223 for the May 31, 2017 to May 30, 2018 term, and the amount of \$495.00 was paid for the May 31, 2018 to May 30, 2019 term. The amount of \$18.50 of the amount paid for the May 31, 2017 to May 30, 2018 is being subtracted from the first year's lease fee, as is the whole amount of \$495.00 that was paid for the May 31, 2018 to May 30, 2019 term for a total amount of \$513.50 being subtracted from the first year's annual rental due under this lease.

The obligation of Lessee to pay rent under this Lease Contract is unconditional, and the rent shall not be subject to set off for any reason or cause. Lessor and Lessee agree that in the event of termination or cancellation, any rental payment made during the term of this Lease Contract is not refundable, and Lessee waives any right or claim it may have to refund of rent paid. Failure of Lessee to pay the annual rentals listed above shall constitute a breach of this lease agreement. In the event Lessee is delinquent in the payment of rent, Lessee shall pay a late charge equal to fifteen percent (15%) of the amount of rent past due for more than 30 days and thereafter shall pay interest on any rent past due at an annual rate (the "Default Rate") equal to the maximum rate then allowed by law, or, if there is no

maximum rate, then a rate equal to five percent per annum above the discount rate, excluding any surcharge thereon, on ninety-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district in which the Lessor is located, calculated according to the actuarial method.

3. **Rent Adjustment for Renewal Term.**

- (a) The amount of rental to be paid during any renewal term after the primary term (rent adjustment procedure) shall be determined as provided in this paragraph. Lessor shall, six months before or six months after any such date, cause the Leased Premises to be reappraised and a redetermination made of the annual fair market rental amount. The reappraisal shall be made pursuant to the terms of § 29-3-65 Miss. Code Ann. (1972), or pursuant to the statute then in effect governing such leases and procedures for determining fair market rental value. Lessor shall use its best efforts to cause the Leased Premises to be reappraised and a redetermination made of the annual fair market rental amount within six months before expiration of the primary term. In the event Lessor shall fail to instigate reappraisal within the six months preceding any rent adjustment date, Lessor shall not be deemed to have waived this provision requiring rent adjustment, and in such event (at any time after a rent adjustment date) Lessor may proceed to have the Leased Premises reappraised and an adjusted rent determined for any such readjustment period. The adjusted rent shall be effective on the required adjustment date and Lessee shall pay any deficiency to Lessor within fifteen (15) days of the determination of the adjusted rent. The reappraisal shall establish the fair market value of the Lease Premises and establish a reasonable current percentage of income on real estate investments for the purposes of determining annual fair market rental. Such percentage shall be no less than the minimum acceptable percentage provided by statute then in effect. Unless altered by the procedures described below, the amount of rent so determined as of each rental adjustment date shall be paid until the next rental adjustment date or for the balance of the lease as the case may be. The appraisal process described in this subparagraph (a) may be referred to hereafter as the Statutory Procedure. The cost of the reappraisal shall be borne by Lessee, using an appraiser selected by Lessor.

(b) Should the Statutory Procedure described in subparagraph (a) above result in an increase over the amount previously due, Lessee, by notice in writing given to the Lessor within 15 days after receiving notice of the increase, shall have the right to elect an alternate method of determining the current fair market rental value of the Leased Premises (the "Alternate Procedure") as follows:

- (1) Lessee may provide an appraisal by an appraiser having the qualifications hereafter described giving an opinion of current fair market annual rental value based on the fair market value of the land and a reasonable percentage of return on comparable land investments as of the rental adjustment date. The written report of Lessee's appraiser shall be delivered to Lessor within 45 days after the date on which Lessor gave notice of an increase in rent under the Statutory Procedure. UPON FAILURE TO PROVIDE AN ALTERNATE APPRAISAL WITHIN THE TIME ALLOWED, LESSEE SHALL FORFEIT THE RIGHT TO PURSUE THE ALTERNATE PROCEDURE, AND ANNUAL RENT DETERMINED UNDER THE STATUTORY PROCEDURE SHALL BECOME DUE AND PAYABLE.
- (2) The appraiser appointed by Lessee and the appraiser previously appointed by Lessor under the Statutory Procedure shall make a good faith effort to reconcile their differences. If they have been unable to do so within 10 days after delivery of the report of Lessee's appraiser, the two appraisers, within such 10-day period, shall each submit the names of three appraisers having the qualifications hereinafter described who practice in Mississippi to serve as a review appraiser, and they shall select the review appraiser from names in common on the two lists. If there is no name in common on the two lists, or if the person selected shall decline to serve, then each appraiser shall submit another list of three names of persons meeting the same criteria.
- (3) The review appraiser shall review and analyze the two appraisal reports, and, if needed, inspect the land, consult with the two appraisers, review their assumptions and source informational and request corrections, revisions and

additions to the appraisal reports. The review appraiser may also consider relevant information from his own files, conduct such independent investigation as he deems appropriate and may consider comparable transactions which occurred after the rental adjustment date.

- (4) The review appraiser shall report his opinion of annual fair market rent and such amount shall be accepted by Lessor and Lessee as the current fair market rental value of the Leased Premises.
- (c) If Lessee requests the Alternate Procedure, Lessee shall pay all fees and expenses of Lessee's appraiser, the review appraiser and any additional charges of Lessor's appraiser. The review appraiser, however, shall perform his duties in an independent and impartial manner irrespective of the source of payment of his fees and expenses.
- (d) The annual rentals on any adjustment date shall not be reduced below the amount established upon the initial date of this lease except upon determination by the Statutory Procedure.
- (e) The amount of rent determined in the above manner shall be remitted on or before the rental adjustment date, or, if the rental adjustment procedures are concluded after such date, then promptly upon conclusion of these rental adjustment procedures effective as of the rental adjustment date.
- (f) The rent adjustment procedures will not delay the due date of rent at the existing annual rate and will not affect Lessor's right to declare a default if rent is not timely paid.
- (g) Lessee's appraiser and the review appraiser must be members of the same organization of appraisers as Lessor's appraiser, or an organization having higher requirements for admission, and must have the same or higher designation (such as, for example, Member, Appraisal Institute). If Lessors's appraiser belongs to more than one organization, the other appraisers must belong to the organization having the highest standards and qualifications for membership. If the organization has multiple designations for appraisers, the review appraiser and the Lessee's appraiser must hold the same or a higher designation as held by Lessor's appraiser.

4. **TAXES.** Lessee covenants and agrees to pay any and all general and special taxes and assessments, including drainage taxes, if ever any there be, applicable to the Leased Premises and Lessee's interest therein; further, Lessee covenants and agrees to pay any and all survey costs and recording fees in connection with this lease or any other fees so determined by law. All payments for general and special taxes and assessments, including drainage taxes, shall be made directly to the governmental authority responsible for collecting such taxes and assessments. During the final year of the lease term, Lessor or the governmental authority responsible for collecting taxes and assessments may require payment of any such taxes or assessments in advance or require that other security be given to insure that taxes will be paid when due. In the event it becomes necessary for the County Tax Collector or any other authority responsible for collecting general and special taxes or assessments to retain the services of attorneys to collect any taxes or assessments due from Lessee under this Lease Contract, then Lessee agrees to pay all costs and expenses of such actions or collections, including a reasonable attorney's fee for the County Tax Collector or such other authority responsible for collecting said taxes or assessments. The failure to pay said taxes as and when due shall constitute a breach of this Lease Contract.

5. **ASSIGNMENT.** Provided Lessee is not in breach of this Lease Contract, Lessee may, upon payment of a \$200.00 transfer fee to Lessor, freely assign this Lease in its entirety whereupon the Lessee shall be relieved of all obligations accruing subsequent to the assignment. In the event of an assignment, or other transfer of possession, Lessee shall, within thirty (30) days after the transfer, give written notice of said assignment to the Madison County, Mississippi, Board of Education, 476 Highland Colony Parkway, Ridgeland, Mississippi 39157. Said notice of assignment shall include a true copy of the instrument evidencing such transfer and the Assignee's address and telephone number.

6. **IMPROVEMENTS.** Lessee agrees, at Lessee's own cost and expense, to keep all improvements in a good state of repair at all times and to maintain the premises in good order and in a clean, sanitary and safe condition. While this Lease continues in force and effect, Lessee shall have the unrestricted right to remove, change, alter, modify, add to or subtract from any of Lessee's improvements on the land as the Lessee may in his sole discretion elect so to do, and the Lessor, while this Lease or any extension thereof continues in force and effect, shall have no ownership interest in any of Lessee's improvements. If any improvements are removed, the Lessee shall be obligated to remove all foundations and paved areas, fill any excavations with a soil material suitable as a foundation support for further construction and generally restore the

premises to a condition suitable for construction, use and occupancy by others. Lessee shall have the right to construct new or replacement buildings or structures on the leased premises. In the event construction is contemplated, Lessee shall submit a description of the general nature of the proposed improvement and its intended use to Lessor for approval, which approval shall not be unreasonably withheld.

It is expressly agreed by and between the parties that Lessee will not make any alteration upon the Leased Premises without the express written consent of Lessor and that Lessee will not occupy or use, nor permit to be occupied or used, the Leased Premises, for any business deemed extra-hazardous on account of fire or otherwise; nor will Lessee permit the same to be used for any immoral or unlawful purpose. Lessee also covenants and agrees to maintain the Leased Premises in a neat and orderly manner and to refrain from creating or maintaining any eyesores, unattractive nuisances, or other nuisance.

7. **DEFAULT.** The parties herein expressly agree that if default shall be made in the payment of any tax, assessment or other charge made pursuant to this Lease Contract, then and in any such event of default, it shall be lawful for the Lessor, its legal representatives or assigns, to enter upon said premises, or any part thereof, either with or without process of law, to re-enter and repossess the same, and to distrain for any rent or assessment that may be due thereon, at the election of the Lessor, but nothing herein is to be construed to mean that the Lessor is not permitted to hold the said Lessee liable for any unpaid liens or assessment to that time. As to all other conditions, covenants and obligations imposed on the Lessee herein, enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate said conditions, covenants and obligations, to restrain violation and to recover damages, if any, including reasonable expenses of litigation and a reasonable attorney's fee, which Lessee expressly agrees to pay. Such enforcement by proceedings at law or in equity may be instituted at any time after thirty (30) days written notice to Lessee. Invalidation of any provision(s) of this Lease Contract by judgment or court order shall in no way affect any of the remaining provisions which shall remain in full force and effect.

8. **FORFEITURE.** In the event of any forfeiture, default or cancellation of this Lease Contract or termination under the terms hereof as aforesaid, said Lessee shall quit, deliver up and surrender possession of the Leased Premises, and all structures and improvements thereon to the said Lessor, and thereupon this Lease Contract and all agreements and covenants on the Lessor's behalf to be performed and kept, shall cease, terminate and be utterly void, the same as

if this Lease Contract had not been made; and, in addition thereto, the Lessor shall be entitled to whatever remedies it may have at law for the collection of any unpaid rental hereunder, or for any other sums, for damages or otherwise, that it may have sustained on account of the Lessee's non-fulfillment or nonperformance of the terms and conditions of this Lease Contract. Lessee shall pay to Lessor all costs of collection of rent or enforcement of this lease, including expenses of litigation and attorneys' fees, regardless of whether suit is filed. Immediately upon the termination of this Lease in any manner, whether by litigation or forfeiture, the Lessor shall be entitled to take possession of the Leased Premises and all the improvements thereon absolutely, any custom, usage, or law to the contrary notwithstanding. Mobile homes, factory manufactured, complete with wheels, where permitted to be placed, may, however, be removed at the termination of the Lease Contract, when termination is by the expiration of the full term, but not in the event of default.

9. **WASTE**. The Lessee shall be responsible for any damage that may be caused to Lessor's property by the activities of the Lessee under this Lease Contract, and shall exercise due diligence in the protection of all improvements, timber and other property of Lessor, which may be located on the Leased Premises or in the vicinity thereof, against fire or damage from any and all other causes. Lessee shall further comply with all applicable laws, rules and regulations concerning Lessee's use of the property and/or obligations under this Lease Contract. This obligation shall include, but not be limited to, compliance with federal, state and local environmental endangered species, wetlands, and other laws, rules and regulations that may presently exist or hereafter be adopted. If the Lessee shall commit, cause to be committed, or permit the commission of any act of waste on the leased premises, then this lease shall thereupon cease and terminate and shall thenceforth be null and void, and the Lessee shall be and remain liable to Lessor for any and all waste and damages to the land permitted, done, or in any way caused by the Lessee. In the event of contamination of soils, air or water arising out of any Lessee use, Lessee shall be responsible for all mandated remediation and monitoring with this obligation to survive termination of this Lease Contract.

10. **INDEMNITY**. Lessee shall protect, indemnify, defend, save, and hold harmless, Lessor, the State of Mississippi, and the Secretary of State, their officers, board members, employees and agents, from and against all claims, demands, liabilities, suits, injuries and any and all losses or damages and cost of every kinds and nature whatsoever ("loss"), including but not limited to all court costs and attorneys' fees and all personal injury or death and/or damage to any person or entity including, but not limited to, Lessor and its property or other loss arising out of any alleged noncompliance with laws or caused by

Lessee's exercise of its rights under this Lease Contract and/or resulting from the actions or omission of Lessee in connection with its presence on or any use of Leased Premises by Lessee, its officers, agents, subcontractors, employees or invitees; provided, however, it is understood that the indemnity provided by Lessee as described in this paragraph shall not extend to intentional or negligent acts of Lessor, its officers or agents.

11. **RIGHT TO CURE.** Notwithstanding any provisions of this Lease Contract containing a default provision, any present or future holder of a mortgage or deed of trust representing money loaned on these facilities, shall have the right of a sixty (60) day notice of default within which to cure any default which may be cured by the payment of money. In addition, for any other default for which a forfeiture of said Lease may be invoked, such holder of such mortgage or deed of trust shall be entitled to a notice in writing of the claimed default and shall have a reasonable time, which shall not be less than sixty (60) days, to either require the correction of such default or in lieu thereof to protect itself through the exercise of a power of sale and thereby acquire title to such properties and correct such default.

12. **ENJOYMENT.** Lessee shall have quiet and peaceable possession so long as Lessee complies with the terms of this Lease Contract. Lessee, his heirs, successors or assigns, shall occupy the premises as a single family residence; but this condition shall not prejudice rights of a holder of mortgage or deed of trust set forth elsewhere in this residential lease contract. Lessee certifies that there are no dwellings on the Leased Premises other than Lessee's dwelling.

13. **RESERVATION.** Lessor reserves title to all timber, the right to harvest said timber at Lessor's discretion and to reseed or replant after harvest, together with title to all minerals and oil and gas, together with the right of ingress and egress to remove same, as provided by law. Lessor reserves the right to grant or sell rights-of-way across the Leased Premises for roads, highways, railroads, fiber optic cables or any public utility line, provided that any such roads, highways, railroads, fiber optic cables or public utility lines be constructed or operated in a manner so as to not unreasonably interfere with Lessee's use of the Leased Premises.

14. **MORTGAGE.** Any recorded mortgages or deeds of trust may provide that any default by the Lessee/Mortgagor concerning this Lease Contract shall likewise be a default of such mortgage or deed of trust, but failure to indicate such provision in any mortgage or deed of trust shall not affect the validity or propriety thereof nor diminish the protection extended to the holder of such mortgage or deed of trust or the indebtedness secured thereby. Notwithstanding any provision of this Lease Contract to the contrary, in the

event of a default and foreclosure of a mortgage or deed of trust representing money loaned on the hereinbefore described property or the receipt of a transfer in lieu thereof, the purchaser at such foreclosure or the recipient of a transfer in lieu thereof, will receive all the rights and privileges of a lessee and likewise assume all responsibilities of a lessee as if such purchaser or transferee had initially been a lessee under this Lease Contract.

15. **CONDEMNATION.** In the event of condemnation or other taking for public use under powers of eminent domain of all or any part of Lessee's interest in the leased premises, payments for such condemnation or taking of Lessee's leasehold interest shall be payable to Lessee, or, if the Lessee's premises are encumbered by a mortgage or deed of trust, payment for the leasehold estate shall be made in accordance with the terms and provisions of such mortgage or deed of trust. Leasehold mortgagee (or trustee for restoration in the case of partial awards) shall be entitled to receive payment of a condemnation award to which Lessee is entitled. The payment must not be less than the total award less the value of the Leased Premises considered as unimproved.

16. **RIGHT TO NEW LEASE.** When a dwelling has been constructed upon the herein described leasehold and the Lessee desires to obtain a new lease to facilitate refinancing of the mortgage or sale of the improvements and leasehold, Lessee shall be entitled to a new lease for the maximum statutory term subject to the following conditions:

- A. Payment of an administrative fee of one hundred dollars (\$200.00);
- B. Reappraisal of the fair rental value of the property, less any of Lessee's improvements and adjustment of rent based upon the new appraisal; and
- C. Payment by Lessee of the appraisal fee.

17. **NOTICE.** All notices specified by this Lease Contract shall be in writing and sent by registered or certified mail, postage prepaid to the addresses listed within this Lease Contract, or hand-delivered in person, delivered by facsimile or otherwise. By written notice, either party may change the persons or addresses to who notice shall be given.

18. **FILING.** Lessor will deliver this Lease Contract to the Chancery Clerk of Madison County for recording and Lessee has herewith delivered to Lessor a check payable to the Chancery Clerk for recording fees.

19. **GOVERNING LAW.** This Lease Contract shall be governed by, construed and enforced in accordance with the laws of the State of Mississippi. Jurisdiction and venue for any actions arising from this Lease Contract and any amendments hereto shall rest exclusively in the Chancery Court of Madison County, Mississippi.

20. **INTERPRETATION.** The parties to this Lease Contract acknowledge that they have freely entered into this Lease Contract and any ambiguities shall not be construed against a single party.

21. **SECRETARY OF STATE.** By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this Lease Contract in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the Madison County Board of Education has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

22. **SUPERVISORY RIGHT.** The Secretary of State, as supervisory trustee, shall have the right to institute any action to enforce the terms of this Lease Agreement in the event Lessor fails to do so in a timely manner. In the event the Secretary of State institutes legal action to enforce the terms of this Lease Contract, he shall have all rights as are conferred to Lessor.

23. **ENTIRE AGREEMENT.** This Lease Contract shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Contract shall not be binding upon either party except to the extent incorporated in this Lease Contract.

24. **ZONING AND COVENANTS.** This Lease Contract is subject to the Town of Flora and the Madison County, Mississippi zoning and subdivision ordinances. This Lease Contract is also subject to any covenants of record, which covenants shall be in full force and effect as to the Leased Premises.

25. **QUITCLAIM OF INTEREST IN PREVIOUS LEASE.** For and in consideration of the mutual promises herein contained, Lessee does hereby release, assign, quitclaim and convey unto Lessor all his/her/their/its rights, title and interest in and to that certain lease instrument dated May 31, 1994 and recorded in Book 339 at Page 223 in the records in the office of the Chancery Clerk of Madison County, Mississippi.

IN WITNESS WHEREOF, this Lease is executed by Lessor pursuant to the Order duly entered upon its Minutes.

LESSOR:

**MADISON COUNTY, MISSISSIPPI,
BOARD OF EDUCATION**

By: _____
Philip Huskey, President

ATTEST:

Ronnie L. McGehee, Madison County
Superintendent Of Education

LESSEE:

Adam Flowers

Heather Flowers

Reviewed and approved by the Madison County Board of Supervisors, this the
___ day of _____, 2018.

Sheila Jones, President

ATTEST:

Ronny Lott, Clerk

APPROVED:

C. Delbert Hosemann, Jr.,
Secretary of State

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of _____, 2018, within my jurisdiction, the within named **Adam Flowers** and wife, **Heaather Flowers**, who acknowledged to me that they executed the above and foregoing instrument.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of _____, 2018, within my jurisdiction, the within named **Philip Huskey** and **Ronnie L. McGehee** who acknowledged to me that they are President of the Madison County Board of Education and Superintendent of Education, respectively, of the **Madison County School District**, and that for and on behalf of the said Madison County School District, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of _____, 2018, within my jurisdiction, the within named **Sheila Jones**, who acknowledged to me that she is President of the **Madison County Board of Supervisors**, and that for and on behalf of the said Madison County Board of Supervisors, and as its act and deed, she executed the above and foregoing instrument, after first having been duly authorized so to do.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

Residential Lease Forms\2018\#597 Reneg Flowers Lease

CERTIFICATE OF SURVEY

THIS IS TO CERTIFY THAT, H D Lang and Associates, Inc. of the City of Jackson, Mississippi, has this day completed a survey of the standing in the name of Madison County School District

Located at Mississippi State Highway 22 in the County of Madison aforesaid, being futher described as follows, to-wit:

A certain parcel of land being situated in the Northeast ¼ of the Northeast ¼ of Section 16, T8N-R1W, Madison County, Mississippi, and being more particularly described as follows:

Commence at an existing 1" pipe marking the Northwest corner of the Northeast ¼ of said Section 16, T8N-R1W and run thence North 89 degrees 59 minutes East along the North line of said Northeast ¼ of Section 16 for a distance of 1,568.0 feet to a point; run thence South for a distance of 73.4 feet to a set ½" iron pin on the South right-of-way line of Mississippi State Highway 22 (as now laid out and improved) marking the POINT OF BEGINNING of the parcel of land herein described; from said POINT OF BEGINNING, run thence South 89 degrees 57 minutes 35 seconds East along said South right-of-way line of Mississippi State Highway 22 for a distance of 215.19 feet to a set ½" iron pin; leaving said South right-of-way line of Mississippi State Highway 22, run thence South 02 degrees 01 minutes 00 seconds East for a distance of 409.12 feet to a set ½" iron pin at a fence corner; run thence North 89 degrees 01 minutes 36 seconds West for a distance of 235.09 feet to a set ½" iron pin; run thence North 00 degrees 46 minutes 25 seconds East for a distance of 405.06 feet to the POINT OF BEGINNING, containing 2.1 acres, more or less.

AND I ALSO CERTIFY, that there are no encroachments by the buildings of the adjacent property owners upon the surveyed premises.

AND I FURTHER CERTIFY that all the buildings and improvements of the above owner are within the boundaries of the above property of which the said owner is now in possession, subject to the exceptions shown below, if any, and that the plat hereon attached is a correct representation of the conditions as they exist on this date.

Witness my signature this the 23rd day of March 2001

H D LANG AND ASSOCIATES, INC.

By Don E. Garner, PLS

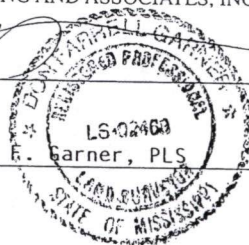


Exhibit "A"

P.O.C.
NW CORNER OF THE NE 1/4
SEC. 16, T8N-R1W
MADISON CO., MISS.
FD. 1" PIPE



NORTH LINE NE 1/4
REFERENCE MERIDIAN

SOUTH
73.4'

MISS HWY 22 APPARENT 70' ROW

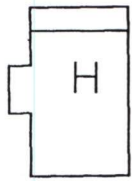
P.O.B.

S89°57'35"E 215.19'

S.I.P.

SOUTH ROW

S.I.P.



MISTY MICHELLE WESTBROOK
2.1 ± ACRES

N00°46'25"E 405.06'

409.12'

S02°01'00"E

N89°01'36"W 235.09'

S.I.P. AT
FENCE
CORNER



PLAT OF SURVEY
FOR

MADISON COUNTY SCHOOL DISTRICT
SITUATED IN THE NE 1/4 OF NE 1/4
SECTION 16, TOWNSHIP 8 NORTH, RANGE 1 WEST
MADISON COUNTY, MISSISSIPPI

H D LANG AND ASSOCIATES, INC.
ENGINEERS / LAND SURVEYORS
POST OFFICE BOX 16085
JACKSON, MISSISSIPPI 39206-6085
(601) 362-4886

JOB NO. 98055--A
SCALE: 1" = 50'
DATE: 03-23-01

NOTES:
S PARCEL OF LAND MAY BE SUBJECT TO THE FOLLOWING:
ANY RECORDED, UNRECORDED, OR MISINDEXED INSTRUMENTS
WHICH WOULD BE DISCLOSED BY A COMPETENT TITLE
EXAMINATION OF SUBJECT PROPERTY.
NORTH DERIVED FROM RECORDED DEEDS AND RECORDS.
REFERENCE MERIDIAN TO NORTH LINE OF NE 1/4 SECTION 16.
SURVEY CLASSIFICATION "B"

THIS PROPERTY LIES WITHIN THE LIMITS ESTABLISHED FOR
ZONE "X" ACCORDING TO FIRM MAP NUMBER 28089C0175 D,
EFFECTIVE APRIL 15, 1994.

Exhibit "B"

INDEXING: 8.00 acres, more or less located in the NW1/4 NE1/4 of Section 16, Township 8 North, Range 2 East, Madison County, Mississippi

LESSOR:

Madison County, Mississippi Board
of Education Trustees of The Madison
County School District 16th Section
School Lands Trust
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: 601-499-0800

LESSEE:

Dear John Investments, LLC
ATTN: J. Blake Cress
200 West Jackson Street, Ste 200
Ridgeland, MS 39157
Telephone: _____

PREPARED BY:

Madison County School District
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: 601-499-0800

16TH SECTION PUBLIC SCHOOL TRUST LANDS
COMMERCIAL PROPERTY LEASE CONTRACT

STATE OF MISSISSIPPI
COUNTY OF MADISON

THIS COMMERCIAL PROPERTY LEASE CONTRACT (hereinafter "Lease Contract"), made and entered into this the ____ day of _____, 2018, by and between the **MADISON COUNTY, MISSISSIPPI, BOARD OF EDUCATION TRUSTEES OF THE MADISON COUNTY SCHOOL DISTRICT 16TH SECTION SCHOOL LANDS TRUST** (hereinafter "Lessor"), and **DEAR JOHN INVESTMENTS, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY** (hereinafter "Lessee").

WITNESSETH:

That for the term and in consideration of the annual rentals hereinafter set forth, and the covenants, conditions, and obligations to be observed and performed by the Lessee, and by the authority and under the direction of the Madison County, Mississippi, Board of Education, Lessor does hereby lease, let and rent unto Lessee the following described land (hereinafter "Leased Premises"), to wit:

The legal description is attached hereto as Exhibit "A" and incorporated herein by reference. A drawing is attached hereto as Exhibit "B" for informational purposes only.

1. **Term.** Subject to other provisions herein contained, the term of this Lease Contract shall be for forty (40) years, beginning on the 5th day of June, 2018, and terminating on the 4th day of June, 2058, (the "primary term"). For purposes of this Lease Contract, the Anniversary Date shall be on the anniversary of the beginning of the primary term. It is expressly agreed and understood by all the parties hereto that part of the consideration given for the execution and delivery of this instrument is the option hereby granted to Lessee to renew this lease for an additional or "secondary term" of twenty-five (25) years as provided in §29-3-69 Miss. Code Ann. (1972), beginning on the 5th day of June, 2058, and terminating on the 4th day of June, 2083, at an annual rental based upon the fair market value of the land, excluding buildings and improvements not then owned by Lessor, as determined by a qualified appraiser selected by the Lessor who performs his appraisal not more than twelve months prior to the expiration of the primary term. To exercise the right to renew this lease for an additional twenty-five (25) years, Lessee must file with Lessor written notice of Lessee's intent to renew said lease. The notice to renew must be filed on or before the expiration of the forty (40) year primary term. In the event of the failure of the Lessee to exercise his right to re-lease the Property at such time, any holder of a valid first deed of trust upon the leased premises shall have a prior right to re-lease the premises at an annual rental based on appraised value, said lease to be substantially in the same form as this lease.

2. **Annual Rent.** Lessee covenants and agrees to pay or cause to be paid to Lessor annually, on or before the Anniversary Date each year during the term hereof, annual rentals in advance. Payment of annual rentals shall be due on or before the Anniversary Date of this Lease Contract. The obligation of Lessee to pay rent under this Lease Contract is unconditional, and the rent shall not be subject to set off for any reason or cause. Lessor and Lessee agree that in the event of termination or cancellation, any rental payment made during the term of this Lease Contract is not refundable, and Lessee waives any right or claim it may have to refund of rent paid. Rents shall be paid according to the following schedule:

<u>YEAR</u>	<u>ANNUAL RENTAL</u>
1 - 10	\$ 19,200.00
11-20	\$ As Adjusted Pursuant to Paragraph 3
21-30	\$ As Adjusted Pursuant to Paragraph 3
31-40	\$ As Adjusted Pursuant to Paragraph 3

In the event Lessee is delinquent in the payment of rent, Lessee shall pay a late charge equal to fifteen percent (15%) of the amount of rent past due for more than thirty (30) days and thereafter shall pay interest on any rent past due at an annual rate (the "Default Rate") equal to the maximum rate then allowed by law or, if there is no maximum rate, than a rate equal to five percent per annum above the discount rate, excluding any surcharge thereon, on ninety-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District in which Lessor is located, calculated according to actuarial method. Failure of Lessee to pay the annual rentals listed above shall constitute a breach of this Lease Contract.

3. Rent Adjustment Procedure.

A. Prior to the tenth (10th), twentieth (20th) and thirtieth (30th) anniversary dates of the commencement of this Lease, Lessor shall have a reappraisal made of the subject property and a re-determination of a reasonable annual rental for the property. Lessor shall, six months before or six months after any such date, cause the Leased Premises to be reappraised and a redetermination made of the annual fair market rental amount. The reappraisal shall be made pursuant to the terms of § 29-3-65 Miss. Code Ann. (1972), or pursuant to the statute then in effect governing such leases and procedures for determining fair market rental value. Lessor shall use its best efforts to cause the Leased Premises to be reappraised and a redetermination made of the annual fair market rental amount within six months before expiration of the primary term. In the event Lessor shall fail to instigate reappraisal within the six months preceding any rent adjustment date, Lessor shall not be deemed to have waived this provision requiring rent adjustment, and in such event (at any time after a rent adjustment date) Lessor may proceed to have the Leased Premises reappraised and an adjusted rent determined for any such readjustment period. The adjusted rent shall be effective on the required adjustment date and Lessee shall pay any deficiency to Lessor within fifteen (15) days of the determination of the adjusted rent. The reappraisal shall establish the fair market value of the Leased Premises and establish a reasonable current percentage of income on real estate investments for the purposes of determining annual fair market rental. Such percentage shall be no less than the minimum acceptable percentage provided by statute then in effect. Unless altered by the procedures described below, the amount of rent so determined as of each rental adjustment date shall be paid until the next rental adjustment date or for

the balance of the lease as the case may be. The appraisal process described in this subparagraph may be referred to hereafter as the Statutory Procedure. The cost of the reappraisal shall be borne by Lessee, using an appraiser selected by Lessor.

The Lessor shall notify Lessee of the reappraisal in writing a minimum of ninety (90) days prior to said dates. The reappraisal shall establish the fair market value of the property and the fair return on value for rent. Buildings and other improvements on the property, which are not owned by Lessor shall be excluded from the reappraisal evaluation. The amount of the annual rental so determined as of the tenth (10th) anniversary date shall be paid annually for the next succeeding ten (10) years; the annual rental so determined as of the twentieth (20th) anniversary date shall be paid annually for the next succeeding ten (10) years; and the annual rental so determined as of the thirtieth (30th) anniversary date shall be paid annually for the balance of the Lease term.

i) Any adjustments of annual rental determined by the above-mentioned statutory appraisal procedure shall be binding upon the Lessor and Lessee.

ii) The annual rental on any adjustment date shall not be reduced below the amount established upon the initial date of this Lease except upon determination by the Statutory Procedure.

B. Should the Statutory Procedure described in subparagraph (A) above result in an increase over the amount previously due, Lessee, by notice in writing given to the Lessor within fifteen (15) days after receiving notice of the increase, shall have the right to elect an alternate method of determining the current fair market rental value of the Leased Premises (the "Alternate Procedure") as follows:

(i) Lessee may provide an appraisal by an appraiser having the qualifications hereafter described giving an opinion of current fair market annual rental value based on the fair market value of the land and a reasonable percentage of return on comparable land investments as of the rental adjustment date. The written report of Lessee's appraiser shall be delivered to Lessor within 45 days after the date on which Lessor gave notice of an increase in rent under the Statutory Procedure. **UPON FAILURE TO PROVIDE AN ALTERNATE APPRAISAL WITHIN THE TIME ALLOWED, LESSEE SHALL FORFEIT THE RIGHT TO PURSUE THE ALTERNATE PROCEDURE, AND ANNUAL RENT DETERMINED UNDER THE STATUTORY PROCEDURE SHALL BECOME DUE AND PAYABLE.**

(ii) The appraiser appointed by Lessee and the appraiser previously appointed by Lessor under the Statutory Procedure shall make a good faith effort to reconcile their differences. If they have been unable to do so within 10 days after

delivery of the report of Lessee's appraiser, the two appraisers, within such 10-day period, shall each submit the names of three appraisers having the qualifications hereinafter described who practice in Mississippi to serve as a review appraiser, and they shall select the review appraiser from names in common on the two lists. If there is no name in common on the two lists, or if the person selected shall decline to serve, then each appraiser shall submit another list of three names of persons meeting the same criteria.

(iii) The review appraiser shall review and analyze the two appraisal reports, and, if needed, inspect the land, consult with the two appraisers, review their assumptions and source informational and request corrections, revisions and additions to the appraisal reports. The review appraiser may also consider relevant information from his own files, conduct such independent investigation as he deems appropriate and may consider comparable transactions which occurred after the rental adjustment date.

(iv) The review appraiser shall report his opinion of annual fair market rent and such amount shall be accepted by Lessor and Lessee as the current fair market rental value of the Leased Premises.

C. If Lessee requests the Alternate Procedure, Lessee shall pay all fees and expenses of Lessee's appraiser, the review appraiser and any additional charges of Lessor's appraiser. The review appraiser, however, shall perform his duties in an independent and impartial manner irrespective of the source of payment of his fees and expenses.

D. The annual rentals on any adjustment date shall not be reduced below the amount established upon the initial date of this lease except upon determination by the Statutory Procedure.

E. The amount of rent determined in the above manner shall be remitted on or before the rental adjustment date, or, if the rental adjustment procedures are concluded after such date, then promptly upon conclusion of these rental adjustment procedures effective as of the rental adjustment date.

F. The rent adjustment procedures will not delay the due date of rent at the existing annual rate and will not affect Lessor's right to declare a default if rent is not timely paid.

G. Lessee's appraiser and the review appraiser must be members of the same organization of appraisers as Lessor's appraiser, or an organization having higher requirements for admission, and must have the same or higher designation (such as, for example, Member, Appraisal Institute). If Lessors's appraiser belongs to

more than one organization, the other appraisers must belong to the organization having the highest standards and qualifications for membership. If the organization has multiple designations for appraisers, the review appraiser and the Lessee's appraiser must hold the same or a higher designation as held by Lessor's appraiser.

4. **Taxes.** Lessee covenants and agrees to pay any and all general and special taxes and assessments, including drainage taxes, if ever any there be, applicable to the Leased Premises and Lessee's interest therein; Lessee covenants and agrees to pay any and all survey costs and recording fees in connection with this Lease Contract or any other fees so determined by law. All payments for general and special taxes and assessments shall be made directly to the governmental authority responsible for collecting such taxes and assessments. During the final year of the lease term, Lessor or the governmental authority responsible for collecting taxes and assessments may require payment of any such taxes or assessments, including drainage taxes, in advance or require that other security be given to insure that taxes will be paid when due. In the event it becomes necessary for the County Tax Collector or any other authority responsible for collecting general and special taxes or assessments to retain the services of attorneys to collect any taxes or assessments due from Lessee under this lease, then Lessee agrees to pay all costs and expenses of such actions or collections, including a reasonable attorneys' fee for the County Tax Collector or such other authority responsible for collecting said taxes or assessments. Lessee's failure to pay said taxes, as and when due, shall constitute a breach of this Lease Contract and shall entitle Lessor to terminate this lease.

5. **Default.** The parties herein expressly agree that if default shall be made in the payment of any general or special tax or assessment or rent due, made pursuant to this Lease Contract, then and in any event of default, it shall be lawful for Lessor to enter upon the Leased Premises, or any part thereof, after Lessor has provided sixty (60) days prior written notice to Lessee and upon Lessee's failure to cure such default within said sixty (60) days, either with or without the process of law, to re-enter and repossess the same, and to distraint from any rent or assessment that may be due thereon, at the election of Lessor, but nothing herein is to be construed to mean that Lessor is not permitted to hold Lessee liable for any unpaid rent or assessment to that time. As to all other conditions, covenants, and obligations imposed on Lessee herein, enforcement shall be by proceeding at law or in equity against any person violating or attempting to violate said conditions, covenants, and obligations to restrain violation and recover damages, if any, including reasonable expenses of litigation including, but not limited to, fees charged by attorneys, expert witnesses, surveyors and appraisers, which Lessee expressly agrees to pay. Such enforcement by proceedings at law or in equity may be instituted at any time after sixty (60) days written notice. Enforcement proceedings shall include the right of the Tax Collector to recover any tax, assessment, fees and costs. Invalidation of any provision(s) of this Lease by judgment or court order shall in no way affect any of the

remaining provisions which shall remain in full force and effect.

6. **Remedies.** In the event of any forfeiture, default, or cancellation of this Lease Contract or termination of the term therefore aforesaid, Lessee shall quit, deliver up and surrender possession of the Leased Premises, and all Lessor-owned structures and improvements thereon to the said Lessor, and thereupon this Lease Contract and all agreements and covenants on Lessor's behalf to be performed and kept, shall cease, terminate, and be utterly void, the same as if the Lease Contract had not been made. At Lessor's option, Lessee shall be required to remove all Lessee-owned improvements. In addition thereto, Lessor shall be entitled to whatever remedies it may have at law or equity for the collection of any unpaid rental hereunder, or for any other sums, for damages or otherwise, that it may have sustained on account of Lessee's non-fulfillment or non-performance of the terms and conditions of this Lease Contract, including costs for removing Lessee-owned improvements.

Immediately upon the termination of this Lease Contract, whether for forfeiture, default or cancellation, Lessor shall be entitled to take possession of the Leased Premises and all Lessor-owned improvements thereon absolutely, notwithstanding custom, usage, or law to the contrary. Any removal of property from the Leased Premises shall be accomplished so as to leave the Leased Premises in a condition satisfactory to Lessor. At Lessor's option, Lessee shall remove all of Lessee's property within thirty (30) days of Lessor's repossession. Lessee shall be subject to the accrual of rent during the said thirty (30) day period.

7. **Curing Default.** Notwithstanding any provision of this Lease to the contrary, any present or future holder of a mortgage or a deed of trust representing money loaned on these facilities, shall have the right of a thirty (30) day notice of default within which to cure any default which may be cured by the payment of money. In addition, for any other default for which a forfeiture of said Lease Contract may be invoked, such holder of such mortgage or deed of trust shall be entitled to a notice in writing of the claimed default and shall have a reasonable time, which shall not be less than sixty (60) days, either to require the correction of such default or in lieu thereof, to protect itself through the exercise of a power of sale and thereby acquire a leasehold in the Leased Premises and correct such default. Lessee hereby covenants and agrees to notify Lessor of the existence of all such mortgages, deeds of trust, or other secured encumbrances, and that, in the absence of such notice, Lessor has no obligation whatever to notify any such holder of said encumbrance.

Any recorded mortgage or deed of trust may provide that any default by the Lessee/Mortgagor concerning this Lease shall likewise be a default of such mortgage or deed of trust, but failure to indicate such provisions in any mortgage or deed of trust shall not affect the validity or propriety thereof nor diminish the protection

extended to the holder of such mortgage or deed of trust or the indebtedness secured thereby.

8. **Assignment.** Provided Lessee is not in breach of this Lease Contract, Lessee may, upon payment of a \$200.00 transfer fee to Lessor and obtaining Lessor's written approval, assign this Lease in its entirety, whereupon the Lessee shall be relieved of all obligations accruing subsequent to the assignment. Lessee shall file a written request for approval of assignment with the Madison County, Mississippi, Board of Education, 476 Highland Colony Parkway, Ridgeland, MS 39157. Said assignment request shall include a true copy of the instrument evidencing such transfer and the Assignee's current address and telephone number.

9. **Regulatory Compliance.** Lessee shall comply with all applicable laws, rules, and regulations concerning Lessee's use of the property and/or obligations under this Lease Contract. This obligation shall include, but not be limited to, compliance with federal, state and local environmental regulations concerning the air, water and soil, endangered species, wetlands, and other laws, rules and regulations that may presently exist or hereafter be adopted. In the event of contamination of the air, water or soils arising out of any Lessee use, Lessee shall be responsible for all mandated remediation and monitoring with this obligation to survive termination of this Lease Contract. Notwithstanding the requirements of this paragraph, Lessee:

A. Will not sue, generate, manufacture, produce, store, release, discharge, or dispose of , on, under or about the Leased Premises or transport to or from the Leased Premises any hazardous substance or pollutant (as either may be defined by an present or future laws or regulations of any governmental authority or by an administrative or judicial decisions) or any solid wastes and will not allow any other person to do so.

B. Shall keep and maintain the Leased Premises in compliance with, and shall not cause or permit the Leased Premises to be in violation of, any environmental laws or regulations nor any laws or regulations pertaining to the disposal of solid, liquid, or gaseous wastes, both hazardous and non-hazardous.

C. Shall give prompt written notice to Lessor and the Secretary of State of:
(i) Any proceeding or inquiry by any governmental authority with respect to the presence of any solid wastes or hazardous substance on the Leased Premises or the migration thereof from or to other property;
(ii) All claims made or threatened by any governmental authority with respect to the presence of any solid wastes or hazardous substance on the Leased Premises or the migration thereof from or to other property.
(iii) Lessee's discovery of any occurrence or condition that would cause the Leased Premises to be subject to any restrictions on the ownership, occupancy,

Ridgeland, MS 39157

Telephone: _____

Facsimile: _____

13. **Insurance.** Lessee shall maintain contractual and comprehensive general liability insurance with a company acceptable to Lessor and the Secretary of State, with a minimum combined single limit of liability of one million dollars (\$1,000,000.00) [and the members of Lessee shall collectively maintain a similar policy or self-insure for an excel limit of liability of one million dollars (\$1,000,000.00)] for personal injuries or death of persons or destruction of property arising out of its operation, use or occupancy of the Leased Premises. Lessee shall furnish proof of insurance (or self-insurance for Lessee's members, if applicable) to Lessor, shall keep this insurance (or self-insurance for Lessee's members, if applicable) in full force and effect, and shall furnish Lessor notice if the coverage is placed with another insurance company (or if the self-insurance for Lessee's members is managed by another company, if applicable). The amount of this instrument shall be adjusted for inflation every ten years on each tenth anniversary of this instrument according to the procedures then set forth by the Office of the Secretary of State of Mississippi.

14. **Indemnification.** Lessee shall protect, indemnify, defend, save, and hold harmless Lessor, the Secretary of State and the State of Mississippi, its officers, board members, employees and agents, from and against all claims, demands, liabilities, suits, injuries, and any and all losses or damages and cost of every kind and nature whatsoever ("loss"), including but not limited to, all court costs and attorney fees and all personal injury or death and/or damage to any person or entity including, but not limited to, Lessor and its property or other loss arising out of any alleged noncompliance with laws or caused by Lessee's exercise of its rights under this Lease Contract and/or resulting from the actions or omission of Lessee in connection with its presence on or any use of the Leased Premises by Lessee, its officers, agents, subcontractors, employees or invitees. Provided, however, it is understood that the indemnity provided by Lessee as described in this paragraph shall not extend to intentional or negligent acts of Lessor, its officers or agents. In the event the intentional or negligent acts of Lessor, its officers or agents, are not the direct or sole proximate cause for one hundred percent (100%) of the loss of claim, Lessee shall be responsible to fulfill its obligations under this paragraph for the percentage of liability not attributable to Lessor, its officers or agents.

15. **Mortgage Transactions.** The preceding restrictions on assignments of this lease shall not apply to, and no prior approval of Lessor shall be required for: (i) a mortgage of the leasehold estate; (ii) a foreclosure or an assignment of the leasehold estate to the mortgagee in lieu of foreclosure; or (iii) a transfer by a mortgagee who

has acquired the leasehold estate and such transfer occurs within a reasonable period of time commensurate with liquidation of the asset. However, any person acquiring the leasehold estate by any of the above means shall be obligated, within ten (10) days thereafter, to provide Lessor with a copy of the recorded assignment. No mortgagee shall be deemed to have assumed, and no mortgagee shall be personally obligated to perform any of Lessee's obligations under this lease which accrued prior to acquisition of the leasehold estate, provided that this limitation on personal liability shall not diminish the rights and remedies otherwise available to Lessor in the event of a default nor the right of a mortgagee to cure defaults as herein provided. A mortgagee, having acquired the leasehold estate through foreclosure or assignment in lieu of foreclosure, shall be liable for performance of all obligations of Lessee which accrue during the period the mortgagee has ownership of the leasehold estate, and any rent payment which becomes due during such period shall be paid in full and not pro-rated. Nothing contained in this Lease Contract or in any mortgage shall release Lessee from the full and faithful performance of Lessee's obligations under this Lease Contract or from any liability for non-performance or constitute a waiver of any right of Lessor against Lessee. The term "mortgage" as used in this paragraph means any mortgage, deed of trust, collateral assignment or other transfer or pledge of this lease as security for an indebtedness of Lessee; and the term "mortgagee" means the holder of the indebtedness to whom or for whose benefit this Lease Contract has been mortgaged or pledged as security.

Notwithstanding any provision of this Lease Contract to the contrary, in the event of a default and foreclosure of a mortgage or deed of trust representing money loaned on the hereinbefore described property or the receipt of a transfer in lieu thereof, the purchaser at such foreclosure or the recipient of a transfer in lieu thereof, will receive all the rights and privileges of a lessee and likewise assume all responsibilities of a lessee as if such purchaser or transferee had initially been a lessee under this Lease Contract.

16. **Waste.** The Lessee shall be responsible for any damage that may be caused to Lessor's property by the activities of the Lessee under this Lease Contract, and shall exercise due diligence in the protection of all improvements, timber and other property of Lessor, which may be located on the Lease Premises or in the vicinity thereof, against fire or damage from any and all other causes. Lessee shall further comply with all applicable laws, rules and regulations concerning Lessee's use of the property and/or obligations under this Lease Contract. This obligation shall include, but not be limited to, compliance with federal, state and local environmental endangered species, wetlands, and other laws, rules and regulations that may presently exist or hereafter be adopted. If the Lessee shall commit, cause to be committed, or permit the commission of any act of waste on the leased premises, then this lease shall thereupon cease and terminate and shall thenceforth be null and void, and the Lessee shall be and remain liable to Lessor for any and all waste and

damages to the land permitted, done, or in any way caused by the Lessee. In the event of contamination of soils, air or water arising out of any Lessee use,

17. **Quiet Possession.** Lessee shall have quiet and peaceful possession of the Leased Premises as long as compliance is made with terms of this Lease Contract.

18. **Bankruptcy or Judgments.** Lessee hereby covenants and agrees that if an execution or process is levied upon the Leased Premises or if a petition of bankruptcy be filed by or against Lessee in any court of competent jurisdiction, Lessor shall have the right, at its option, to cancel this Lease Contract. Lessee further covenants and agrees that this Lease Contract and the interest of Lessee hereunder shall not, without the written consent of Lessor first obtained, be subject to garnishment or sale under execution or otherwise in any suit or proceeding which may be brought against said Lessee.

19. **Condemnation.** If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unsuitable for Lessee's normal business activity, should be condemned for any public use or conveyed under threat of condemnation, then this Lease Contract shall terminate on the date possession is acquired by the condemning authority, and rent shall be apportioned as of that date. All compensation awarded or paid upon such total or partial taking of the Leased Premises shall belong to Lessor without participation by Lessee, except to the extent the award fairly represents the value of improvements which are the property of the Lessee. It is provided, however, that nothing herein shall preclude Lessee from prosecuting any claim directly against the condemning authority for loss of business, cost of relocation or any other amounts to which a tenant may be entitled, provided that no such claim shall diminish or otherwise adversely affect the amount of Lessor's award.

20. **Classification/Use.** The lands herein have been classified as Commercial in accordance with §29-3-31, et seq., Miss. Code Ann. (1972), as amended. Lessor warrants that the Leased Premises shall be permitted to be used for a commercial business for the duration of the term. This warranty does not apply to any change in use which may be required by governmental authority or other means beyond the control of Lessor.

Lessee shall not use the Leased Premises for any of the following purposes: (i) activities that are considered hazardous, including, but not limited to, demolition or the storage or use of dangerous substances; (ii) Any activity considered to be a nuisance; (iii) Any activity that is unlawful or immoral; (iv) The operation of a business or proprietorship that offers adult entertainment including, but not limited to, nude or partially nude dancing or display or the sale or distribution of adult materials including, but not limited to, pornographic magazines, books,

videocassettes, or computer disks; (v) Any activity which at the discretion of the Lessor and the Secretary of State is inappropriate upon Sixteenth Section Land.

21. **Successors.** To the extent assignment of this Lease Contract is allowed by the above provisions, this Lease Contract shall be binding upon Lessee's successors and assigns.

22. **Buildings or Improvements.** While this Lease Contract continues in force and effect, Lessee shall have the unrestricted right to remove, change, alter, modify, add to or subtract from any of Lessee's fixtures on the land as the Lessee may in its sole discretion elect so to do, and the Lessor, while this Lease or any extension thereof continues in force and effect, shall have no possessory interest in any of Lessee's fixtures or improvements. If any of Lessee's improvements are removed, the Lessee shall be obligated to remove all foundations and paved areas, fill any excavations with a soil material suitable as a foundation support for further construction and generally restore the premises to a condition suitable for construction, use and occupancy by others. Lessee shall have the right to construct new or replacement buildings or structures on the leased premises. In the event construction is contemplated, Lessee shall submit a description of the general nature of the proposed improvement and its intended use to Lessor for approval, which approval shall not be unreasonably withheld.

It is expressly agreed by and between the parties that Lessee will not make any alteration upon the Leased Premises without the express written consent of Lessor and that Lessee will not occupy or use, nor permit to be occupied or used, the Leased Premises, for any business deemed extra-hazardous on account of fire or otherwise; nor will Lessee permit the same to be used for any immoral or unlawful purpose. Lessee also covenants and agrees to maintain the Leased Premises in a neat and orderly manner and to refrain from creating or maintaining any eyesores, unattractive nuisances, or other nuisance.

23. **Diligence.** The Lessee shall be responsible for any damage that may be caused to Lessor's property by the activities of the Lessee under this Lease, and shall exercise due diligence in the protection of all improvements, timber and other property of Lessor, which may be located on the lease premises or in the vicinity thereof, against fire or damage from any and all other causes.

24. **General Duties of Lessee.** Lessee agrees:

A. To comply with all laws and ordinances applicable to the use of the Leased Premises including, without limitation, laws and regulations pertaining to

accessibility by handicapped persons.

B. To allow inspection of the Leased Premises during normal business hours by an persons responsible for management or supervision of the property or this Lease Contract acting in their official capacity.

C. To perform all obligations herein expressed in a prompt fashion, without notice or demand.

D. To surrender the Leased Premises upon termination or expiration of this Lease Contract, with improvements to be in the condition as herein specified.

E. To provide Lessor, at each Anniversary Date, written certification by Lessee or an officer of Lessee, of compliance with the provisions of this Lease Contract.

F. To maintain the Leased Premises at all times in a clean, neat and orderly manner, free of waste materials, and to keep grass and other vegetation clipped.

25. **Reservation.** Lessor reserves title to all oil, gas, coal, lignite and other minerals, in on, or under the Leased Premises, together with the right of ingress and egress to remove the same, but not in a manner which interferes with Lessee's operations on the Leased Premises.

26. **Rights-of-Way.** Lessor reserves the right to grant or sell easements and rights of way on, over and across the Lease Premises for roads, highways, railroads, fiber optic cables or any public utility line, provided that any such roads, highways, railroads, fiber optic cables or public utility lines be constructed in a manner so as not to interfere with Lessee's operations. This, however, is not to prevent Lessee from collecting from any utility company for any damage which may be sustained by Lessee in the construction, operation or maintenance of utilities on such right of way or easement.

27. **Recording.** Lessor will deliver this Lease Contract to the Chancery Clerk of Madison County for recording and Lessee has herewith delivered to Lessor a check payable to such Chancery Clerk for the recording fees.

28. **Immunity.** No provision of this Lease Contract, whether requiring Lessee to indemnify Lessor or otherwise, shall be construed as a waiver by Lessor or the Secretary of State of any provision of law related to governmental immunity.

29. **Interpretation.** The parties to this Lease Contract acknowledge that they

have freely entered into this Lease Contract and any ambiguities shall not be construed against a single party.

30. **Definition of Lessee.** It is further stipulated and agreed that wherever the word "Lessee" is used herein, it is intended and shall be deemed, to include and shall be binding upon Lessee's members, agents, servants, employees, contractees, invitees, licensees, and guests.

31. **Governing Law.** This Lease Contract shall be governed by, construed, and enforced in accordance with the laws of the State of Mississippi. Jurisdiction and venue for any actions arising from this Lease Contract and any amendments hereto shall rest exclusively in the Chancery Court of Madison County, Mississippi.

32. **Secretary of State.** By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this Lease Contract in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Contract by the Secretary of state indicates that the Madison County Board of Education has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

33. **Supervisory Right.** The Secretary of State, as supervisory trustee, shall have the right to institute any action to enforce the terms of this Lease Contract in the event Lessor fails to do so in a timely manner. In the event the Secretary of State institutes legal action to enforce the terms of this Lease Contract, he shall have all rights as are conferred to Lessor.

34. **Entire Agreement.** This Lease Contract shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Contract shall not be binding upon either party except to the extent incorporated herein.

35. **Zoning Ordinances and Restrictions.** This Lease Contract is subject to the Zoning Ordinances of the City of Canton, Madison County, Mississippi, and to those certain Restrictive Covenants attached hereto as Exhibit "C", which covenants shall be in full force and effect as to the property leased herein.

IN WITNESS WHEREOF, this Lease is executed by Lessor pursuant to the Order duly entered upon its Minutes.

LESSOR:

**Madison County, Mississippi Board
of Education Trustees of the Madison
County School District 16th Section
School Lands Trust**

By: _____
Philip Huskey, President

ATTEST:

Ronnie L. McGehee, Madison County
Superintendent of Education

LESSEE:

**Dear John Investments, LLC, a Mississippi
Limited Liability Company**

By: _____
J. Blake Cress, Member

APPROVED:

C. Delbert Hosemann, Jr.,
Secretary of State

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, **Gluckstadt School Properties, LLC, a Mississippi Limited Liability Company**, does hereby join in this instrument and does hereby assign unto the herein named Lessee any interest that said Gluckstadt School Properties, LLC holds in and to the property described herein.

In Witness Whereof:

**Gluckstadt School Properties, LLC, a
Mississippi Limited Liability Company**

**By: Community First Development, Inc., a
Mississippi Corporation
Its: Member**

**By: _____
John B. Jordan, President**

**By: Hudson Investment Co., LLC, a
Mississippi Limited Liability Company
Its: Member**

**By: _____
Rayford R. Hudson, III, Managing
Member**

**By: Mississippi Investments Properties, Inc.,
a Mississippi Corporation
Its: Member**

**By: _____
James T. Weaver, President**

Reviewed and approved by the Madison County Board of Supervisors, this the ___ day of _____, 2018.

Sheila Jones, President

ATTEST:

Ronny Lott, Clerk

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ___ day of _____, 2018, within my jurisdiction, the within named **Sheila Jones**, who acknowledged to me that she is President of the **Madison County Board of Supervisors**, and that for and on behalf of the said Madison County Board of Supervisors, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of _____, 2018, within my jurisdiction, the within named **Philip Huskey** and **Ronnie L. McGehee**, who acknowledged to me that they are President and Superintendent, respectively, of the **Madison County Board of Education**, and that for and on behalf of the said Madison County Board of Education, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of _____, 2017, within my jurisdiction, the within named **John B. Jordan**, who acknowledged to me that he is President of **Community First Development, Inc., a Mississippi corporation**, and that for and on behalf of the said corporation and as its act and deed, while said corporation was acting in its capacity as a Member of ,and for, and on behalf of, Gluckstadt School Properties, LLC, a Mississippi limited liability company, and as its act and deed, he executed the above and foregoing instrument, for the purposes mentioned, on the date and year therein mentioned, after first having been duly authorized so to do.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of _____, 2017, within my jurisdiction, the within named **Rayford R. Hudson, III**, who acknowledged to me that he is the Managing Member of **Hudson Investment Co., LLC, a Mississippi limited liability company**, and that for and on behalf of the said Hudson Investment Co., LLC and as its act and deed, while said Hudson Investment Co., LLC was acting in its capacity as a Member of ,and for, and on behalf of, Gluckstadt School Properties, LLC, a Mississippi limited liability company, and as its act and deed, he executed the above and foregoing instrument, for the purposes mentioned, on the date and year therein mentioned, after first having been duly authorized so to do.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of _____, 2017, within my jurisdiction, the within named **James T. Weaver**, who acknowledged to me that he is President of **Mississippi Investment Properties, Inc., a Mississippi corporation**, and that for and on behalf of the said corporation and as its act and deed, while said corporation was acting in its capacity as a Member of ,and for, and on behalf of, Gluckstadt School Properties, LLC, a Mississippi limited liability company, and as its act and deed, he executed the above and foregoing instrument, for the purposes mentioned, on the date and year therein mentioned, after first having been duly authorized so to do.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of _____, 2018, within my jurisdiction, the within named **J. Blake Cress**, who acknowledged to me that he is a Member of **Dear John Investments, LLC, a Mississippi Limited Liability Company**, and that for and on behalf of the said Dear John Investments, LLC, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

commercial/2018/#916 Dear John Investments, LLC; 8 acres in S16-8N-2E

**DESCRIPTION
PARCEL OF LAND
CONTAINING 8 ACRES**

INDEXING INSTRUCTIONS: The Northwest One-Quarter (NW ¼) of
the Northeast One-Quarter (NE ¼) of
Section 16, Township 8 North, Range 2
East, Madison County, Mississippi

A parcel of land containing 8.00 acres, more or less, situated in a part of the Northwest One-Quarter (NW ¼) of the Northeast One-Quarter (NE ¼) of Section 16, Township 8 North, Range 2 East, Madison County, Mississippi and more particularly described by metes and bounds as follows:

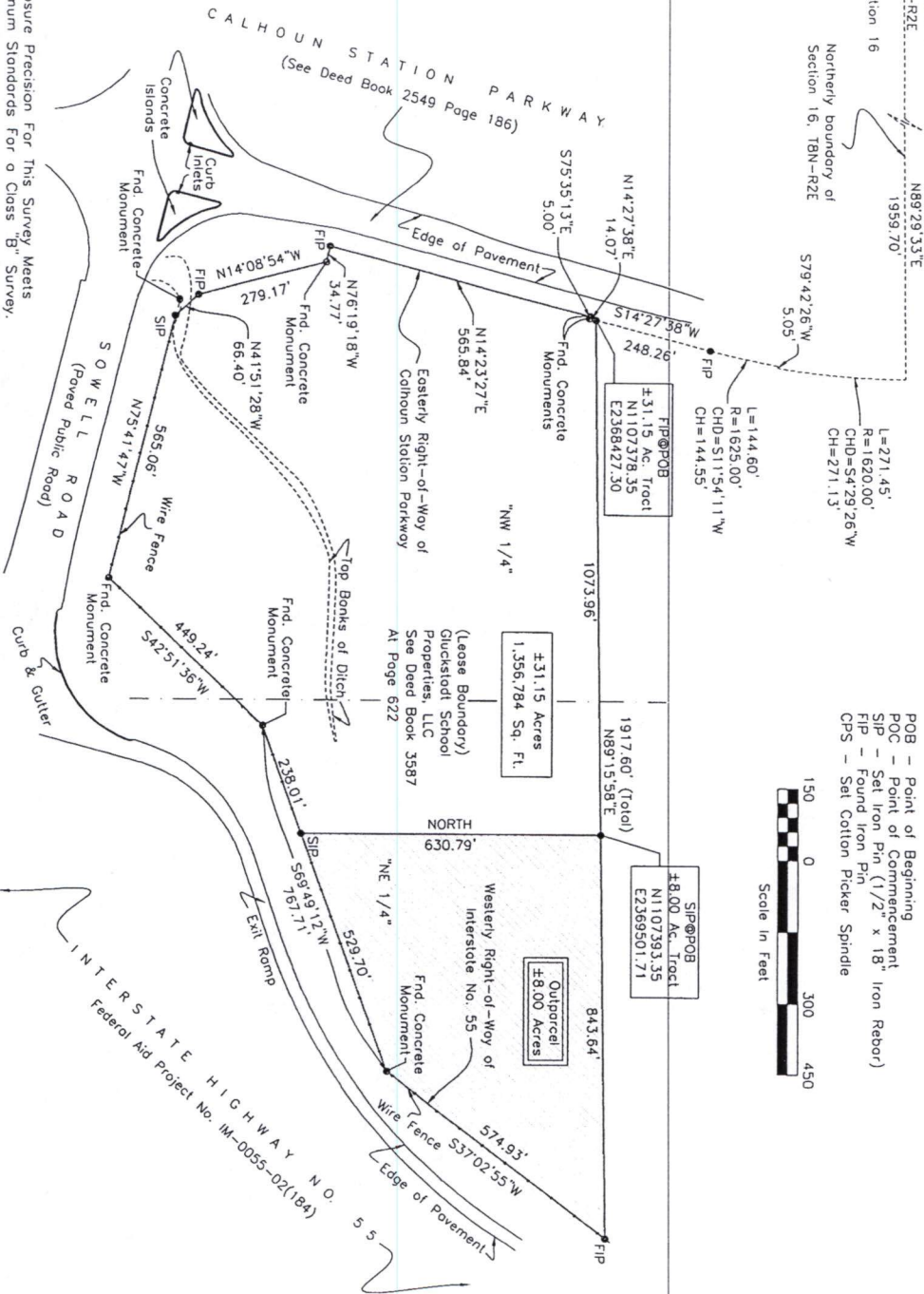
Commence at the Northwest Corner of Section 16, Township 8 North, Range 2 East, Madison County, Mississippi, said corner represented by Six Inch (6") round concrete monument stamped "16-SC"; run thence East for a distance of 3768.99 feet; run thence South for a distance of 611.12 feet to a point on the existing Western right of way line of Interstate 55, said point being the POINT OF BEGINNING of the following described parcel of land:

From the POINT OF BEGINNING run thence South 37 degrees 02 minutes 55 seconds West along the existing West right of way line of Interstate 55 for a distance of 574.93 feet; run thence South 69 degrees 49 minutes 12 seconds West along the existing West right of way line of Interstate 55 for a distance of 527.52 feet; run thence North 00 degrees 24 minutes 02 seconds West leaving the existing West right of way line of Interstate 55 for a distance of 630.02 feet; run thence North 89 degrees 15 minutes 58 seconds East for a distance of 846.00 feet to the POINT OF BEGINNING.

Initial _____, _____, _____

8.00 ACRE PARCEL
NW ¼ OF THE NE ¼
SECTION 16, T8N, R2E, MADISON COUNTY, MISSISSIPPI

Note:
Random Traverse Closure Precision For This Survey Meets
or Exceeds the Minimum Standards for a Class "B" Survey.



Class "B" Survey
Bearings Based on Mississippi State Plane
Coordinate System, West Zone, NAD 83.
Survey Grade GPS Observations Taken April 16, 2018.
(GRID North)
Scale Factor: 0.999955610
Convergence Angle: 0°07'19.90355"



I CERTIFY THAT THE INFORMATION SHOWN
ON THIS PLAT IS THOROUGH AND ACCURATE
TO THE BEST OF MY KNOWLEDGE.



PLAT OF SURVEY OF CERTAIN PROPERTY IN
THE NE 1/4 AND THE NW 1/4 OF SECTION 16,
T8N-R2E, MADISON COUNTY, MISSISSIPPI



M^MASTER & ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS

212 WATERFORD SQUARE
SUITE 300
MADISON, MS 39110
601.605.1090

DATE: 5-16-2018

SCALE: 1" = 300'

JOB NO: M-2583

EXHIBIT C
RESTRICTIVE COVENANTS

Lessee (also sometimes called "Tenant" or "Tenants"), its successors, and assigns shall abide by and be subject to the following Restrictive Covenants.

1. The purpose of these covenants is to govern the types and kinds of uses of the Property subject to the Lease.

2. These covenants shall be in effect for the duration of the term of the Lease, including all extensions and renewals of the Lease.

3. Enforcement of these restrictions may be either by injunction or by action at law for damages by the Madison County School District.

4. Permitted and Prohibited Uses. Any warehouse, office building, retail sale, manufacturing or processing establishment, except animal processing, that does not violate any other provisions of the Lease or these covenants is permitted on the Property. The Property and no building or improvements on the Property shall be used or occupied which does not conform to uses permitted under the Lease and its covenants. The following uses are also specifically prohibited: residential construction, commercial incineration, junkyards, rubbish, garbage, trash dumps, sanitary landfills, outside storage unless in conformance with the appropriate section herein, and warehouse construction for multi-tenant warehouses where tenants can lease space in less than 50,000 square feet minimums.

5. Approval of Plans.

(a) The Lessor reserves the right to approve the architectural and engineering plans for all structures as well as all site plans to ensure compliance with these covenants and designated building codes. No construction or modification for existing construction shall be allowed to proceed prior to this approval. All plans and specifications shall be prepared under the direction of a professional engineer and/or architect registered in the State of Mississippi and shall bear his seal. Published codes and regulations to be complied with shall be Southern Standard Building Code, Southern Standard Plumbing Code, Southern Standard Gas Code, Southern Standard Mechanical Code, National Electrical Code, Flammable and Combustible Liquids Code, A.R.E.A., any other published codes pertinent to a particular industry. The Lessee shall also obtain approvals necessary from the Mississippi Air and Water Pollution Commission and U.S. Environmental Protection Agency, if required by a particular industry.

(b) Before construction or alteration of any building or improvements on the Property, two (2) sets of site plans and specifications for such building or alteration shall be submitted to the District. Written approval of such plan by the District shall be proof of compliance with these restrictions. The site plan shall be drawn to a scale not greater than one (1) inch equals fifty (50) feet and shall show the following: all lot line dimensions, building setback, side line and rear yard distances, location of all proposed buildings, location of off-street parking areas with dimensions showing parking spaces, access drives, traffic circulation, and the location

and description of any lighting in connection with the parking area, including dimensions of all loading and unloading docks and areas, location and description of all proposed signs, type of surface paving and curbing, all proposed storm water drainage facilities, and results of storm water runoff analysis to include flow rate (25 year) and drainage area, all landscaping, fences, walls or similar facilities to be approved, location of all structures within one hundred (100) feet of the property, and the specific types of material to be used in construction.

(c). If the District rejects the site plan, the Lessee shall remedy any and all elements in the plan prior to further reconsideration.

6. Setbacks. Front setbacks on all buildings shall be a minimum of fifty (50) feet from the front property line bordering on any street. Building setback from adjoining property lines shall be a minimum of twenty-five (25) feet so that access to rear of buildings can be maintained for fire protection.

7. Accessory Buildings. Accessory buildings shall be located at least twenty-five feet from principal buildings.

8. Exteriors. The exterior walls of all buildings on the Property shall be of masonry construction or other generally accepted permanent material approved by the District. Face type brick or other attractive facing material shall be used on all walls facing streets. The wall construction on exterior walls should not exceed fifty percent (50%) of the total wall being constructed of approved metal siding. Tenants shall submit to the District detailed plans and specifications for initial construction and for any exterior alteration, modification or additional construction before beginning construction; and the District's written approval shall be proof of compliance with this restriction.

9. Maximum Building Coverage. The total floor area of all buildings shall not exceed sixty percent (60%) of the total lot area.

10. Storage. All materials and equipment shall be stored in completely enclosed buildings or shall otherwise be screened by such wall, fences and landscaping as may be determined by the District to be adequate to appropriately screen such materials and equipment from areas outside the Property boundaries.

11. Landscaping. Each Tenant shall landscape that portion of his Property between buildings and curb line of abutting streets and shall remove undergrowth, weeds, debris and any other unsightly materials from the remainder of the Property at his own expense. Each Tenant shall maintain his landscaping in a safe, clean, and attractive condition and comply in all respects with all applicable government, health, fire, and police requirements and regulations. If the District finds any Tenant negligent in this regard, it may give notice of the fact to the Tenant, which within ten (10) days of the receipt thereof, shall initiate corrective measures. Effective disregard of notice shall give the District a right to enter the offending premises and undertake necessary maintenance at the expense of the Tenant thereof. Failure to reimburse the District for these services within forty-five (45) days after billing shall create a lien against the Property.

12. Trees. Tenant shall exert his best efforts to preserve the natural beauty of his Property and shall not needlessly destroy or remove live trees other than those in an area of construction. Where possible, at parking lots and entrances, trees or shrubs shall be provided by the Tenant.

13. Off-Street Parking. No parking or loading shall be permitted on any street or road, either public or private, or any other place than the paved parking or loading areas provided in accordance with the following, and each Tenant shall be responsible for compliance by its employees and visitors:

(a). Location. Off-street parking areas shall be located at least twenty-five (25) feet from a public street and at least five (5) feet from a building or property line. No more than fifty percent (50%) of the required front yard, however, may be used for parking.

(b). Paving. All driveways and parking areas shall be constructed with a hard-surfaced pavement and shall include adequate drainage to the business conducted on the property. No commercial repair work or any services of any kind shall be conducted on such parking areas.

(c). Permitted Usage. Off-street parking areas shall be used for the parking of passenger vehicles or commercial and other vehicles incident to the business conducted on the property. No commercial repair work or any services of any kind shall be conducted on such parking areas.

14. Lighting. Area lighting shall be arranged so that the direct source of lighting is away from street and residential districts.

15. Loading and Unloading. Adequate loading and unloading space shall be provided for each Tenant and shall be located in other than the front yard.

16. Floodplain Areas. All buildings shall be constructed such that the finished floor elevation is above the current one hundred (100) year flood elevation as determined by the Federal Emergency Management Agency. Additionally, the existing topography shall not be altered in such a way as to impede flow during flood conditions or increase other properties' risk of flooding.

17. Performance Standards. All of the following minimum standards must be complied with. Provision of such minimum standards are not be interpreted as permitting such uses that may be prohibited by the Lease or these covenants.

(a). Fire and Explosion Hazards. All activities shall be carried on only in structures that conform to the National Board of Fire Underwriters' standards concerning the plant operation and storage of explosive raw materials, fuels, liquids and finished products.

(b). Radioactivity. All activities shall comply with the Federal Regulations, "Standards for Protection Against Radiation."

(c) Smoke, Fumes, Gases, Dust, Odors. There shall be no excessive emission of any smoke, fumes, gas, dust, or odors. These and any other atmospheric pollutant that can be detected by the human senses at the boundaries of the Property occupied by the emitter are prohibited. In any case, the limit of such emission of air pollutants shall be subject to the approval of the Mississippi Air and Water Pollution Control Commission

(d) Vibration. There shall be no vibration that is discernible to the human sense of feeling beyond the immediate site on which such activity is conducted.

(e) Liquid or Solid Wastes. All methods of sewage and industrial waste treatment and disposal shall be approved by the District and Mississippi State Health Department and the Mississippi Air and Pollution Control Commission. More specifically, all sanitary waste must be discharged into the sanitary sewer system. The volume, quality and strength of all liquid waste shall be discharged into the sewer in strict accordance with all local, state, and federal regulations.

(f) Site Drainage. No driveways, walks, parking areas, etc., may be constructed across any drainage ditch, channel or swale without providing adequate culverts or waterways openings for natural drainage. Such culverts or structures shall provide the minimum waterway opening and shall be at the proper grade. No rain and storm water runoff or such drainage as roof water, street pavement, and surface water caused by natural precipitation or groundwater for footing or foundation drains or other subsurface water drainage shall be any time be discharged into or permitted to flow into the sanitary sewer system.

(g) Storm water Runoff. For all proposed developments, an appropriate analysis shall be performed to determine the impact that the proposed development will have on existing drainage conditions. Based upon the analysis, evidence will be submitted that proves the proposed development will not have an adverse impact, as determined by the District and appropriate governmental authorities, on existing drainage; otherwise, an appropriate storm water detention facility will be constructed to mitigate the increased runoff.

18. Signs. Advertising signs are prohibited, except those signs that advertise the business conducted on the Property. The size, height, location, and design of proposed advertising signs must be approved in writing by the District before installation or construction of the sign.

(a) No sign shall be lighted by means of flashing or intermittent illumination.

(b) There shall be no sign erected that will obstruct the view of traffic.

(c) Traffic control, parking and directional signs conforming in size, shape, type, and location to recognized traffic signs are permitted.

19. Electric Power. Electric power on the site is provided by the franchised electric utility serving the area. At present, Entergy is the franchisee, and information may be obtained by contacting Entergy.

20. Natural Gas. Natural gas service to the site may be provided by any legal franchise operator in the area.

21. Bulk Storage. If such use is not prohibited on the Property, bulk storage of all liquids, including gasoline or petroleum products, on the outside of buildings shall be permitted only in such locations approved by the District in writing and shall be subject to compliance with the rules and regulations of any governmental agency or agencies having jurisdiction over such matters.

22. Telephone. Telephone service can be acquired through any company serving the area.

23. Water. Water for fire protection shall be supplied through the existing water system to Tenants at the established rate. It shall be the responsibility of the Tenant to connect onto the supplied fire mains in the existing or proposed utility or road right-of way. All water mains constructed by the Tenant shall be in conformance with the existing standards. The Tenant is required to purchase and install a water meter at his own expense.

24. Sanitary Sewerage. It shall be the responsibility of the Tenant to connect to the wastewater collection system in the existing or proposed utility or road right-of-way. With prior written approval, small quantities of certain liquid industrial waste and wastewater may be injected into the collection system. It shall be the Tenant's responsibility to treat all non-domestic waste not permitted in the waste treatment facilities.

25. Streets and Roads. It shall be the responsibility of the Tenant to construct his own entrance road, including culverts and drainage ditches, from the edge of the existing or proposed public street or road. Construction on the Property shall conform to Standard Specifications for Construction of Streets, Pavements, Sewers, and Water Distribution System, and shall be approved by the District.

26. All facilities constructed on the Property shall provide services without discrimination to all persons without regard to race, color, religion, sex or national origin.

27. The Lessee, its subtenants, and assignees of the Property or any portion of the Property agree to be bound by the restrictions contained in the Lease and these restrictive covenants.