

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement"), is made and entered into as of this ____ day of February, 2019 (the "Effective Date"), by and between the CITY OF JONESBORO ("Seller") and COLSON CASTER, LLC, a Delaware limited liability company ("Buyer").

WITNESSETH:

WHEREAS, Seller is the owner of certain real property commonly known as Tract III, consisting of land totaling approximately 4.69 acres in size, which land is more particularly described in Exhibit "A" attached hereto (the "Land");

WHEREAS, Seller has agreed to sell the Property (hereinafter defined) to Buyer and Buyer desires to purchase the Property from Seller, all in accordance with the terms and conditions herein set forth;

NOW, THEREFORE, in consideration of the respective agreements hereinafter set forth and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, the Land, together with all buildings, structures, and other improvements thereon (collectively with the Land, the "Real Estate"), all equipment, facilities fixtures, and other personal property located at or on the Real Estate, and all rights of way, rights of access, easements and other rights appurtenant thereto, and all warranties, plans, work product and approvals regarding any of such Real Estate (collectively, the "Personalty" and, together with the Real Estate, the "Property"), under all of the following terms and conditions:

1. Incorporation of Recitals. The above-stated recitals are hereby incorporated herein and made a part of this Agreement.

2. Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property.

3. Purchase Price. The purchase price for the Property (the "Purchase Price") shall be TWENTY EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$28,500.00) and shall be payable to Seller at Closing in immediately available funds. Buyer shall deposit with Lenders Title Company, 2207 Fowler Avenue, Jonesboro, Arkansas 72401 (the "Title Company"), cash in the amount of the Purchase Price. The Purchase Price shall be held, paid and applied by the Title Company as set forth in this Agreement.

4. Representations and Warranties.

(a) Seller hereby represents and warrants to Buyer that this Agreement has been executed by persons having authority to do so, creates a binding obligation on the part of Seller and does not violate any material contract, judgment, order, law or the like by which Seller is bound, which in any event would have a material adverse effect on the ability of Seller to perform its obligations hereunder. Seller is the owner of the Property and has good and marketable title thereto, in each case free and clear of all liens, easements, mortgages or other security interests, encroachments, rights of way, or other encumbrances.

(b) Buyer hereby represents and warrants to Seller that this Agreement has been executed by persons having authority to do so, creates a binding obligation on the part of Buyer and does not violate any material contract, judgment, order, law or the like by which Buyer or any signatory is bound, which in any event would have a material adverse effect on the ability of Buyer to perform its obligations hereunder.

5. "AS-IS" PURCHASE.

(A) BUYER ACKNOWLEDGES AND AGREES THAT, IF BUYER ACTUALLY CLOSES ON THE PURCHASE HEREUNDER, BUYER IS PURCHASING THE PROPERTY "AS-IS" "WHERE-IS" AND "WITH ALL FAULTS" WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESSED OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM, OR ON BEHALF OF, SELLER, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER ACKNOWLEDGES AND AGREES THAT SELLER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES CONCERNING THE CONDITION OF THE PROPERTY AND ANY PORTIONS THEREOF, INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL CONDITIONS, THE IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

(B) BUYER ACKNOWLEDGES AND AGREES THAT BUYER HAS NOT RELIED, AND WILL NOT RELY, UPON ANY REPRESENTATIONS OR WARRANTIES (ORAL OR WRITTEN) MADE BY OR PURPORTEDLY MADE ON BEHALF OF SELLER UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT BUYER HAS NOT RELIED, AND WILL NOT RELY, UPON ANY DOCUMENTS (OTHER THAN THIS AGREEMENT) OR OTHER INFORMATION (ORAL OR WRITTEN) PROVIDED BY, OR PURPORTEDLY PROVIDED ON BEHALF OF, SELLER UNDER THIS AGREEMENT OR OTHERWISE. BUYER UNDERSTANDS AND AGREES THAT ANY DOCUMENTS OR INFORMATION PROVIDED TO BUYER BY SELLER OR ON SELLER'S BEHALF HAVE BEEN OBTAINED FROM A VARIETY OF SOURCES AND HAVE NOT BEEN INDEPENDENTLY INVESTIGATED OR VERIFIED BY SELLER AND ARE NOT TO BE RELIED UPON BY BUYER IN PURCHASING THE PROPERTY. SELLER MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES AND SELLER

HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES CONCERNING THE TRUTH, ACCURACY AND COMPLETENESS OF ANY DOCUMENTS OR INFORMATION PROVIDED TO BUYER BY SELLER OR BY ANYONE ACTING, OR PURPORTING TO ACT, ON BEHALF OF SELLER, EXCEPT AS MAY BE SPECIFICALLY REPRESENTED HEREIN.

(C) EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, BUYER AGREES THAT NO REPRESENTATION BY OR ON BEHALF OF SELLER HAVE BEEN MADE TO BUYER AS TO THE CONDITION OF THE PROPERTY, ANY RESTRICTIONS RELATED TO THE DEVELOPMENT OF THE PROPERTY, THE APPLICABILITY OF OR COMPLIANCE WITH ANY GOVERNMENTAL REQUIREMENTS, INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL LAWS, OR THE SUITABILITY OF THE PROPERTY FOR ANY PURPOSE WHATSOEVER. BUYER ACKNOWLEDGES THAT SELLER DOES NOT POSSESS ANY EXPERTISE CONCERNING HAZARDOUS MATERIALS (AS DEFINED BY ANY FEDERAL OR STATE LAW, RULE OR REGULATION) INCLUDING, WITHOUT LIMITATION, ASBESTOS, AND, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, THAT BUYER IS NOT RELYING ON ANY REPRESENTATION, OR THE LACK OF SAME, WITH RESPECT TO HAZARDOUS MATERIALS AS THEY APPLY TO CONDITIONS ON THE PROPERTY.

6. Closing.

(a) Closing Date. The consummation of the transaction contemplated herein (the "Closing") shall be held and delivery of all items to be made at the Closing under the terms of this Agreement shall be made by mail to the offices of the Title Company not later than [February __, 2019] (the "Closing Date"). The delivery of the Purchase Price and the documents to be recorded, and any other items agreed upon by Buyer and Seller shall occur through an escrow established with the Title Company pursuant to written escrow instructions in accordance with the terms of this Agreement.

(b) Seller Deliveries. At Closing, Seller shall deliver, or cause to be delivered, to Buyer the following:

(i) A duly-executed Warranty Deed (the "Deed") in proper form for recording sufficient to convey to Buyer good, marketable and indefeasible fee simple title to the Property, free and clear of all liens and encumbrances, except for (i) taxes which are a lien upon the Property but are not yet due and payable, and (ii) easements, restrictions, encumbrances, or other matters of record, which Deed shall be substantially in the form attached hereto as Exhibit "B";

(ii) A duly-executed Arkansas Transfer Tax Affidavit (the "Transfer Tax Affidavit"); and

(ii) Any certificates, instruments, lien affidavits, title insurance statements or information or transfer declarations as may be reasonably required by the Title Company.

(c) Seller Deliveries. At Closing, Buyer shall deliver, or cause to be delivered, to Seller, or its designee, the following::

(i) The Purchase Price in immediately available funds;

(ii) Any certificates, instruments, lien affidavits, title insurance statements or information or transfer declarations as may be reasonably required by the Title Company.

(d) In addition, each party will provide to the other whatever documentation may be reasonably requested to confirm the proper authority of such party to consummate this transaction.

(e) All closing costs shall be allocated to and paid by Buyer; provided, however, each party shall pay its own attorneys' fees.

7. Jonesboro Municipal Airport. The City of Jonesboro reserves the following appurtenant rights and benefits for the Jonesboro Municipal Airport. The appurtenant rights and benefits include uses, rights and restrictions described as follows:

(a) The unobstructed use and passage of all types of aircraft in and through the airspace at any height or altitude above the surface of the land.

(b) The right of said aircraft to cause noise, vibrations, fumes, deposits of dust, fuel particles (incidental to the normal operation of aircraft); fear, interference with sleep or communication, and any other effects associated with the normal operation of aircraft taking off, landing or operating in the vicinity of the Jonesboro Municipal Airport. As used herein, the term "aircraft" shall mean any and all type of aircraft, whether now in existence or hereafter manufactured and developed, to include jet, propeller-driven, civil, military or commercial aircraft; helicopters, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whoever owned or operated.

(c) Buyer, its successors or assigns agree that during the life of this easement, they will not construct, erect, or suffer to permit and or allow any structures or trees on the surface of the burdened property that will interfere in any way with the safe operation of aircraft.

(d) Buyer, its successors or assigns agree to keep the easement area free of the following: structures (permanent or temporary) that might create glare or contain misleading lights; residences, fuel handling and storage facilities and smoke generating activities and creation of any means of electrical interference that could affect the movement of aircraft over the runway protection area.

(e) The City of Jonesboro or Jonesboro Municipal Airport retains a perpetual right of ingress/egress in the runway protection area and the right to remove any new structure or vegetation that is not currently located within the runway protection area.

8. Condemnation and Casualty. If, at or before the Closing, any condemnation proceedings affecting all or a material part of the Property shall be commenced, or if the Property shall be materially damaged by fire or other casualty, such that the Property shall be rendered unfit for Buyer's intended use of the Property, Buyer may, at its option, either (i) terminate this Agreement by delivering written notice of termination to Seller, whereupon all parties shall be released from any further liabilities or obligations hereunder, except to the extent provided elsewhere herein, or (ii) proceed to Closing, the parties agreeing that there shall be no reduction in the Purchase Price, whereupon Buyer shall be entitled to all right, title and interest in and to any condemnation proceeds or awards, or any insurance proceeds relating to a casualty, as the case may be.

9. Termination; Default and Remedies.

(a) Permitted Termination. If this Agreement is terminated by Seller or Buyer according to its terms (a "Permitted Termination"), the parties hereto shall be released from any further liabilities or obligations hereunder, except to the extent provided elsewhere herein.

(b) Default by Buyer. If Seller shall not be in default under this Agreement and Buyer defaults under this Agreement or fails to consummate the transactions contemplated hereby for any reason other than a Permitted Termination, Seller shall have the right to either (i) terminate this Agreement or (ii) seek specific performance of this Agreement from Buyer.

(c) Default by Seller. If Buyer shall not be in default under this Agreement and if Seller defaults under this Agreement or fails to consummate the transactions contemplated hereby for any reason other than a Permitted Termination, Buyer shall have the right, as its exclusive remedy to either (i) terminate this Agreement by delivery of written notice of termination to Seller or (ii) seek specific performance of this Agreement from Seller.

10. Broker's Fee. Seller and Buyer warrant that neither has had any dealings with any other broker or agent in connection with the negotiation or execution of this Agreement. Seller and Buyer agree to indemnify each other against all costs, expenses, attorneys' fees or other liability for commissions or other compensation or charges claimed by any broker or agent with respect to the purchase and sale of the Property.

11. Possession. Seller shall deliver to Buyer at Closing possession of the Property.

12. Time of the Essence. Time is of the essence of this Agreement.

13. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

14. Amendments. This Agreement may not be amended, altered or modified unless in writing and signed by both parties.

15. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties regarding the subject matter hereof, and merges all prior discussions between them. Neither Seller nor Buyer shall be bound by any conditions, definitions, or representations, whether written or oral, other than as expressly provided in this Agreement or as set forth after the date of this Agreement in a written amendment to the Agreement signed by both parties.

16. Miscellaneous.

(a) Notices. Any notice required or permitted to be given under this Agreement shall be in writing (it being acknowledged and agreed by the parties that an e-mail transmission shall not be deemed a "writing" hereunder) and shall be deemed to have been given upon the earlier of receipt or (i) three (3) Business Days after deposit in the United States mail, registered or certified mail, postage prepaid, return receipt requested, (ii) one (1) Business Day after deposit with Federal Express or similar overnight courier, or (iii) same day if delivered by hand or facsimile, and addressed as follows:

If to Seller: City of Jonesboro
300 S. Church Street
Jonesboro, Arkansas 72401
Attention: Mayor Harold Perrin

If to Buyer: Colson, Caster, LLC
c/o Colson Group Holdings, LLC
1815 S. Meyers Road, Suite 750
Oakbrook Terrace, IL 60181
Attention: Dennis Byrd, Treasurer
(630) 613-2947

with a copy to: Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attention: Jennifer B. Sheehan
(212) 446-4905

or such other address as either party may, from time to time, specify in writing to the other.

(b) Multiple Counterparts. This Agreement may be executed in any number of counterparts, each to be considered an original but all of which taken together shall constitute the same instrument.

(c) Business Days. As used herein, the term “Business Day” shall mean any day other than Saturday, Sunday or any day banks are authorized or required to be closed in New York, New York.

(d) Assignment. Either party shall have the right to assign this Agreement without the prior written consent of the other party; provided, however, no such assignment shall relieve the assigning party of its obligations hereunder.

(e) Approvals in Writing. All approvals or consents required under this Agreement by either party, must be in writing.

(f) Governing Law. This Agreement shall be governed by the laws of the state in which the Property is located, without regard to choice of law rules.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed and delivered this instrument as of the date set forth below.

SELLER:

BUYER:

CITY OF JONESBORO

COLSON CASTER, LLC
a Delaware limited liability company

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

The Title Company hereby acknowledges receipt of the Purchase Price referred to in the foregoing Agreement agrees to accept, hold and return the Purchase Price, and disburse any funds received thereunder, in accordance with the provisions of such Agreement. The Title Company shall only be bound to those provisions of the Agreement relating to title insurance and the Closing escrow. Provided that the Title Company complies with such provisions of the Agreement, the parties hereto agree that the Title Company shall not be liable for any loss or damage arising thereunder.

TITLE COMPANY:

Lenders Title Company

By: _____

Name: _____

Its: _____

EXHIBIT "A"

Legal Description

Begin at the 1/4 corner of Section 21 and 22 in Township 14 North, Range 4 East; thence run South on 1/4 Section line 150.5 feet to St. Louis San Francisco Railroad right of way line; thence North 44 degrees 08 minutes West along said right of way line 917.2 feet; thence North 46 degrees 49 minutes East 1240.1 feet to point of beginning.

Thence continue North 46 degrees 49 minutes East 273.02 feet; thence North 52 degrees 19 minutes 23 seconds West 515.21 feet to a point; thence North 42 degrees 21 minutes 11 seconds West 191.55 feet to a point; thence South 50 degrees 31 minutes 13 seconds West 34.06 feet to a point; thence North 52 degrees 19 minutes 23 seconds West 454.26 feet to a point on the St. Louis Southwestern Railroad right of way; thence North 88 degrees 55 minutes West along said right of way line 101.0 feet; thence South 42 degrees 27 minutes East 1222.6 feet back to the point of beginning, containing 4.69 acres more or less.

EXHIBIT "B"

Deed

