

**REAL ESTATE PURCHASE CONTRACT**

The undersigned buyer, **ST. BERNARDS VILLAGE, INC.**, an Arkansas not for profit corporation (herein "Buyer"), hereby agrees to purchase from **THE CITY OF JONESBORO, ARKANSAS** (herein "Seller"), and Seller hereby agrees to sell to Buyer, the Real Estate as hereinafter defined, upon the following terms and conditions:

1. **REAL ESTATE:** The real property located in the City of Jonesboro, County of Craighead and State of Arkansas, consisting of approximately 23.25 acres, more or less, marked as **Exhibit "A"** (hereinafter referred to as the "Real Estate"), along with the following:

(a) All and singular the rights and appurtenances pertaining to the Real Estate and/or improvements (the "Improvements"), including, without limitation, all right, title and interest of Seller in and to adjacent streets, roads, alleys, easements and rights-of-way, and all awards made or to be made in connection therewith (collectively, the "Appurtenances");

(b) If and to the extent the same would not comprise and be considered a part of the Appurtenances described above, all of Seller's right, title, and interest, in any water rights, wastewater rights, utility rights and development rights associated with or appurtenant to the Real Estate and/or Improvements;

(c) All certificates, licenses, permits, authorizations, approvals, no action letters and similar assurances (including, without limitation, all environmental permits, zoning variances, plat approvals, site plan approvals, development permits and/or building permits) granted or issued by a private person or by any governmental or quasi-governmental authority and which are required or useful to evidence the full compliance of the Real Estate and/or Improvements with all applicable legal requirements; and

(d) All of Seller's right, title and interest in and to all site plans, surveys, soil and substrata studies, water studies, environmental studies or audits, physical inspection reports, remedial plans, architectural renderings, plans and specifications, engineering plans and studies, floor plans, landscape plans and other plans, diagrams or studies of any kind which relate, in whole or in part, to the Real Estate and/or Improvements, together with all of Seller's right, title and interest in and to all copyrights thereto.

2. **PURCHASE PRICE:** The total purchase price for the Real Estate shall be **Five Hundred Thousand One Hundred and No/100 Dollars (\$500,100.00)** (the "Purchase Price"). The Purchase Price shall be payable to Seller in cash or by cashier's check or bank wire upon closing.

3. **CONTINGENCIES:**

(a) Buyer's obligations under this Contract are expressly contingent upon:

(i) Buyer obtaining all approvals, permits, variances, and rezoning desired by Buyer in connection with the zoning, development plan, set back, parking and flood plain requirements for the Real Estate;

(ii) Buyer determining to Buyer's satisfaction that all utilities (including water, storm and sanitary sewer, gas, electric and telephone) are available to the Real Estate to Buyer's satisfaction;

(iii) Buyer determining to Buyer's satisfaction that the Real Estate is suitable for Buyer's intended development and use (including soil test, market study and market condition, etc.) and approval of same by Buyer's Board of Directors;

(iv) Buyer obtaining environmental and wetlands assessments of the Real Estate acceptable to Buyer; and

(v) Prior to closing, Seller, at its expense will remove all trash and tires from the Real Estate;

(vi) Seller, at its expense, will erect a 6' chain link fence along the property line identified in Exhibit A hereto and in accordance with such plans and specifications to be agreed to between Seller and Buyer. Additionally, the existing three (3) strand barbed wire fence will remain. The obligation of the Seller to construct the fence shall survive the Closing of the transaction evidenced by this Agreement.

Buyer's likely to Deposit effect. Any of the foregoing contingencies may be waived by Buyer. If Buyer does not notify Seller in writing on or before 90 days from execution of the Contract ("Contingency Satisfaction Date") that the foregoing contingencies have been satisfied or waived, the contingencies will be deemed to have failed, the Deposit shall be returned to Buyer, and this Contract shall be of no further force or effect. Alternatively, upon determination that any one or more of the contingencies have failed, or would be likely to fail in Buyer's sole opinion, Buyer may notify Seller in writing of same and the Deposit shall be returned to the Buyer, and this Contract shall be of no further force and effect. Buyer shall utilize all reasonable efforts to satisfy all contingencies prior to the Contingency Satisfaction Date and to close the purchase of the Real Estate at the earliest possible date.

(b) Seller shall cooperate with Buyer in Buyer's efforts to satisfy the contingencies. Such cooperation shall include, without limitation, not interfering with Buyer's efforts to satisfy the contingencies and providing Buyer with such information with respect to the Real Estate as Seller may readily obtain without additional expense not reimbursed by Buyer.

4. **DEPOSIT:** Within five (5) days after Seller accepts this Contract, Buyer shall deposit with the Lenders Title Company or a nationally recognized title company acceptable to Buyer (as hereinafter defined), the amount of Ten Thousand Dollars (\$10,000.00) to be held in trust in a separate interest bearing account, said amount and all interest earned thereon being referred to herein as the "Deposit." The Deposit shall be disbursed as follows: (a) applied to the Purchase Price when the transaction is closed; or (b) if Seller fails or refuses to perform Seller's

part of this Contract, or if any representation or warranty of Seller contained in this Contract is inaccurate or untrue, or if such other circumstances occur for which this Contract specifically requires the return of the Deposit, or any portion thereof, the Deposit, or applicable portion thereof, shall be returned to Buyer, which return shall not prejudice the rights of Buyer in any action for damages or specific performance; or (c) if Buyer fails or refuses to perform Buyer's part of this Contract, the Deposit shall be paid to Seller as liquidated damages and all rights and obligations under this Contract shall thereupon terminate. Buyer's tax identification number 71-0805203 which shall be used in connection with the opening of the aforementioned separate interest bearing account.

5. **EVIDENCE OF TITLE:** Buyer shall secure a preliminary owner's title insurance commitment and at the date of closing, an owner's title insurance policy to be issued by Lenders Title Company or other nationally recognized title company acceptable to Buyer (ALTA Form B 1970 Rev. 10-17-71 & 10-17-84) in the amount of the Purchase Price. Seller and Buyer will split the cost of the commitment. Said Commitment and Policy shall show in Seller and agree to insure in Buyer marketable title in fee simple free and clear of all liens and encumbrances except: (a) those created by or assumed by Buyer; (b) those specifically set forth in this Contract; (c) general real estate taxes and special assessments which are a lien but not then payable or delinquent; and (d) utility easements of record which, in Buyer's opinion, do not affect the suitability of the Real Estate for Buyer's proposed use thereof ("Permitted Exceptions"). Said policy shall not contain a survey exception or an exception for unfiled mechanics' liens. If said Commitment shows that Seller does not have a good and marketable title to the Real Estate and/or shows any exceptions to title other than the Permitted Exceptions, or if the Survey prepared under paragraph 6 below shows any encroachments or other defect, and if Seller is unable to remedy or remove such defects, exceptions, and encroachments within fifteen (15) days after receiving notice thereof from Buyer, Buyer may take any one or more of the following actions (a) waive such defects, exceptions, and encroachments and proceed with the transaction; (b) by written notice to Seller, give additional time to remedy or remove such defects, exceptions, and encroachments; or (c) terminate this Contract by giving written notice thereof to Seller, upon which event the entire Deposit shall be returned to Buyer forthwith. In the event that Buyer fails to close the transaction for failure to satisfy the contingencies contained in paragraph 3 hereof, but not because of any title or Survey objections, Seller shall be entitled to reimbursement of one-half (1/2) for any title insurance charges out of, and to the extent of, the Deposit. Upon closing, Seller shall execute and deliver to Buyer and the Title Insurance Company a Non-Foreign Affidavit, and IRS 1099 reporting form, and an affidavit with respect to off-record title matters, including mechanics' liens, in accordance with the community custom.

6. **SURVEY:** Buyer to be furnished with a current survey of the Real Estate (the "Survey") prepared by the City Engineer depicting the lots and blocks description of the Real Estate.

7. **OTHER DOCUMENTS:** Within ten (10) days after the effective date of this Agreement, Seller shall cause to be delivered to Buyer all of the following documents and materials:

(a) All of the presently available documents or other materials comprising, evidencing, quantifying or otherwise describing the properties of the types described in paragraphs 1(a)-(d) hereof; and

(b) Evidence satisfactory to Buyer of the current status of the (i) zoning classification(s) applicable to the Real Estate, if any, and (ii) subdivision plat(s) covering the Real Estate, if any.

All of the documents and materials described in this Section 7, together with the Title Commitment, Title Documents and Survey conforming to the requirements of Section 6 hereof, shall be herein collectively referred to as the "Review Documents."

8. **DEED**: Seller shall convey to Buyer a good and marketable title in fee simple to the Real Estate by transferable and recordable general warranty deed signed by all parties necessary, including all parties required by the aforementioned Title Insurance Commitment, free and clear of all dower, defects, mortgages, easements, restrictions, reservations, conditions, agreements, liens and encumbrances, except the Permitted Exceptions.

9. **SUBDIVISION OF PROPERTY**: Prior to Closing, Seller shall obtain, at its sole cost and expense, the subdivision of the Real Estate as a separate legal lot in accordance with all applicable local ordinances and other governmental requirements, and Seller shall cause a plat of such subdivision to be recorded in the Plat Records of Craighead County, Arkansas. Such plat and all other conditions and requirements for such subdivision shall be subject to Buyer's prior written approval, which shall not be unreasonably withheld. If not a separate tax parcel as of the Effective Date, Seller shall at its own expense cause the Real Estate to be split out as a separate tax parcel prior to the closing.

10. **CLOSING AND POSSESSION**: The purchase and sale of the Real Estate as provided in the Contract shall be closed within Thirty (30) days of the satisfaction or waiver by Buyer of all of the contingencies set forth in paragraph 3 above, at such time and place as Buyer and Seller shall mutually designate. Possession shall transfer at closing. The Purchase Price shall be delivered by Buyer to Seller upon Buyer's receipt of the general warranty deed described in paragraph 8 hereof and the closing documents described in paragraph 19 hereof. Provided that Buyer shall have the right to extend the Closing for two (2) periods of up to thirty (30) days each in the event the conditions to Closing set forth in Section 3 are not satisfied prior to such scheduled date for the Closing. Buyer shall exercise such extension option(s), if at all; by written notice to Seller not less than one (1) business day prior to such scheduled date for the Closing. The date the Closing actually occurs shall be herein referred to as the "Closing Date."

11. **TAXES AND ASSESSMENTS**: Seller shall pay all delinquent real estate taxes, including penalties and interest, and shall pay or credit on the Purchase Price all special assessments now a lien, both current and reassessed and whether due, or to become due and not yet payable, and all agricultural use tax recoupment for years through the year of closing. Seller shall pay or credit on the Purchase Price all real estate taxes for years prior to the closing, and a portion of such taxes for the year of closing, prorated through the date of closing. Proration of undetermined taxes shall be based on a 365-day year and on the most recent available tax rate

and valuation giving effect to applicable exemptions, recently voted mileage, change in valuation, etc., whether or not officially certified to the appropriate County Officials as of that date. Seller shall also indemnify and hold Buyer harmless for any and all real estate taxes, including penalties and interest, due for any period preceding the date of closing whether arising from revaluation of the Real Estate or otherwise.

In the event the Real Estate forms a part of a larger tract of land owned by Seller and Buyer is unable to obtain separate tax statements for the year in which the Closing occurs as to the Real Estate alone, then on written demand by Buyer and tender by Buyer to Seller of Buyer's share of the taxes for the year in which the Closing occurs with respect to the Real Estate (inclusive of any amount of the credit applied at the Closing on account of the proration of such taxes), Seller shall pay directly to the appropriate taxing authorities prior to delinquency all taxes for such year with respect to the Real Estate and such other land owned by Seller. Seller agrees to defend, indemnify and hold Buyer and the Real Estate harmless from and against any and all liability or liens in connection with any taxes applicable to other land at any time owned by Seller. In the event Seller fails to pay any taxes and a tax lien is asserted against the Real Estate on account of Seller's failure to pay those taxes, and such taxes remain unpaid after thirty (30) days' written notice from Buyer to Seller requesting that such taxes be paid, Buyer shall have the right, but not the obligation, to pay and discharge such taxes and liens (including any penalties and interest) relative to the Real Estate and/or any other land owned by Seller covered by the tax statement(s) on which the Real Estate has been included, following which Seller shall promptly reimburse Buyer for all such taxes, penalties and/or interest. In the event Seller fails to reimburse Buyer for all such amounts within twenty (20) days following Buyer's demand therefor, such amount shall thereafter bear interest until paid at the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum rate of interest permitted by applicable law. In the event Buyer pays any taxes, penalties and/or interest on Seller's behalf, Buyer shall be subrogated to all of the rights, liens and remedies to which the applicable taxing authority(ies) would have had against Seller and any other land owned by Seller by reason of Seller's failure to pay such amounts. All agreements between Seller and Buyer set forth in this Agreement relating to the proration and payment of taxes on the Real Estate and any subsequent adjustment of taxes following the Closing Date shall survive the Closing and shall not merge therein.

12. **DAMAGE OR DESTRUCTION OF REAL ESTATE:** Risk of loss to the Real Estate and appurtenances from fire or other casualty shall be borne by Seller until closing, provided that if said Real Estate is damaged or destroyed by fire or other casualty prior to the closing of the transaction, Buyer may (1) elect to proceed with the transaction in which event the Buyer shall be entitled to all insurance money, if any, payable to Seller under any and all policies of insurance covering the Real Estate so damaged or destroyed, or (2) elect to rescind this Contract in which event all parties hereto shall be released from all liability hereunder and the entire Deposit shall be forthwith returned to Buyer. If Buyer elects to rescind this Contract, it shall so notify Seller in writing within ten (10) days after Buyer receives written notice from Seller of such damage or destruction. Failure by Buyer to so notify Seller shall constitute an election not to rescind.

13. **EMINENT DOMAIN:** If prior to the date of closing all or any part of the Real Estate shall be taken by any governmental authority under its power of eminent domain, Buyer

may: (a) elect to proceed with the transaction, in which event the Buyer shall be entitled to all payments payable to Seller on account of such taking, or (b) elect to rescind this Contract in which event all parties hereto shall be released from all liability hereunder and the entire Deposit shall be forthwith returned to Buyer. If Buyer elects to rescind this Contract, it shall so notify Seller in writing within ten (10) days after Buyer has written notice from Seller of such taking. Failure by Buyer to so notify Seller shall constitute an election to proceed within the transaction, and Buyer shall be entitled to all payments on account of such taking. If Buyer elects not to rescind, prior to closing Buyer and Seller shall jointly have the right to defend at such proceeding and/or negotiate a settlement of such award and/or compensation due its as a result of such eminent domain or condemnation. Seller represents that it has no knowledge of any threatened taking which would affect, involve or be adverse to the Real Estate.

14. **SELLER'S REPRESENTATIONS AND WARRANTIES:** Seller makes the following representations and warranties for the purpose of inducing Buyer to enter into this Contract:

(a) Seller has not been notified within the period of two years immediately preceding the Effective Date of the contemplated improvements to the Real Estate by any public authority, any part of the cost of which would or might be assessed against any part of the Real Estate in the future.

(b) No improvements or services (site or area) have been installed or furnished by any public authorities, the cost of which is to be assessed against any part of the Real Estate in the future.

(c) Seller has no knowledge of any off-record or undisclosed legal or equitable interest in the Real Estate owned or claimed by any other person, firm, corporation, partnership, trust, individual or business entity.

(d) Seller has no knowledge of any encroachments on the Real Estate.

(e) There are no actions, suits, or proceedings pending or threatened against Seller with relation to the Real Estate affecting any of Seller's rights with relation to the Real Estate, at law or in equity or before any federal, state, municipal, or other governmental agency or instrumentally, nor is Seller aware of any facts which to its knowledge would be likely to result in any such action, suit, or proceedings.

(f) Seller has no knowledge of any conditions or restrictions on the Real Estate which would prohibit or limit development of the Real Estate into an assisted living care center and related parking.

(g) Seller has good and indefeasible title to the Real Estate, free and clear of all mortgages, liens, encumbrances, security interests, leases, tenancies, covenants, conditions, restrictions, rights-of-way, easements, judgments and other matters affecting title, except the Permitted Exceptions.

(h) Seller has full requisite power and authority to enter into this Agreement without the joinder or consent of any other party and to perform all of its obligations under this Agreement. Without limiting the generality of the foregoing, (i) the execution and delivery of this Agreement by the person executing this Agreement on behalf of Seller and the consummation by Seller of the transactions contemplated hereby have been specifically authorized by all requisite partnership or corporate action and (ii) the transactions contemplated hereby are within Seller's purposes and powers as set forth in the applicable organizational documents forming and governing Seller.

(i) There are no parties in possession of any portion of the Real Estate as lessees, tenants at will or at sufferance, trespassers or otherwise, and no person or party other than Buyer has any right or option to lease, purchase, occupy, use or possess the Real Estate, or any portion thereof or any interest therein.

(j) The Real Estate is not within any area determined by the Department of Housing and Urban Development to be "flood plain" or "flood prone" or another type of special flood hazard area under the Federal Flood Protection Act of 1973, as amended.

(k) Seller has no knowledge of any violation of any ordinance, regulation, law or statute of any governmental or quasi-governmental authority pertaining to the Real Estate, or any portion thereof. The execution by Seller of this Agreement and the consummation by Seller of the transaction contemplated hereby do not, and at the Closing will not, result in a breach of any of the terms or provisions of, or constitute a default or a condition which, with notice or lapse of time, or both, would ripen into a default under, any indenture, agreement, instrument or obligation to which the Real Estate, or any portion thereof, is bound.

(l) Any and all liens and security interests affecting title to all or any portion of the Real Estate shall, at Seller's sole cost and expense, be paid and fully released on or before the Closing Date. There are no unpaid charges, debts, liabilities, claims or obligations as a result of the construction, occupancy, ownership, use or operation of the Real Estate which could give rise to any mechanic's, materialman's or other statutory lien against the Real Estate, or any portion thereof. Seller has received no notice and has no knowledge of any pending improvements, liens or special assessments to be made against the Real Estate, or any portion thereof, by any governmental or quasi-governmental authority.

(m) The Real Estate has full and free access to and from public streets, highways or roads, and, to the best of Seller's knowledge and belief, there is no pending or threatened governmental proceeding which would impair or limit the normal usage or access to the Real Estate.

(n) To Seller's knowledge, no portion of the Real Estate has ever been used as a landfill or dump area, nor is Seller aware of any unusual soil conditions related to the Real Estate.

(o) The Real Estate is currently zoned under applicable local ordinances to allow general retail uses.

(p) To Seller's knowledge, there is no significant adverse fact or condition relating to the Real Estate that has not been specifically disclosed in writing by Seller to Buyer. Specifically, but without limiting the generality of the preceding sentence, Seller has no knowledge of any adverse fact or condition relating to the Real Estate that would preclude or adversely affect Buyer's intended use thereof.

All representatives and warranties of Seller contained in this Contract, whether in this paragraph 11 or elsewhere, shall be true at the date of closing as though such representation and warranties were made at such time and shall survive the closing and passing of title, and Seller shall execute and deliver to Buyer an affidavit upon closing certifying that all of the representations and warranties made in this Contract are true and accurate as of that date and confirming the provisions of this Contract which shall survive closing.

15. **ENVIRONMENTAL:**

(a) Seller hereby expressly represents, warrants, and covenants to Buyer that (i) neither Seller nor, to the actual knowledge of Seller, any other person has used or permitted any Hazardous Substances, as hereinafter defined, to be placed, held, stored or disposed of on the Real Estate or any portion thereof, in violation of any Environmental Laws, as hereinafter defined, and (ii) to Seller's actual knowledge, the Real Estate does not now contain any Hazardous Substance or any underground storage tanks. The term "Hazardous Substance" shall mean asbestos, petroleum products and by-products, any other hazardous or toxic building material, and any hazardous, toxic, or dangerous waste, substance or material defined as such in or for the purpose of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq., any so-called "Super-fund" or "Super-lien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards or conduct concerning, any hazardous, toxic, or dangerous waste, substance or material or underground storage tanks, now in effect (collectively the "Environmental Laws").

(b) Seller hereby agrees to indemnify Buyer and hold Buyer harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever, paid, incurred or suffered by, or asserted against, Buyer for, with respect to, or as a direct or indirect result of any of the following in existence, arising, or occurring prior to closing:

(i) The presence on or under, or the escape, seepage, leakage, discharge, emission, discharging or release from , the Real Estate or any part thereof of any Hazardous Substance and the prior or current presence on the Real Estate of any underground storage tank, including, spillage, without limitation, claims asserted or consulting and legal fees, and all any losses, liabilities, damages, injuries, costs, expenses or arising under any of the Environmental Laws, all cleanup or remedial costs and expenses; and



Environmental  
Buyer under the

(ii) Any liens against the Real Estate or any part thereof or any interest or estate in any part thereof, created, permitted or imposed by the Laws, or any actual or asserted liability of or obligations of Environmental Laws.

(c) Seller shall defend Buyer against any claims brought or actions filed against Buyer with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed. Buyer shall be entitled to join in the defense of any such lawsuit, claim or demand, which shall not in any way waive or modify Seller's obligation to defend, indemnify and hold Buyer harmless as provided above, including Seller's obligation to pay Buyer's attorney's fees. Buyer and Seller expressly agree and confirm that all Seller's obligations under this Paragraph 15 shall survive the closing and passing of title to Buyer.

16. **BROKER'S COMMISSION:** The Seller and Buyer each represent to the other that it has no knowledge of any agreement, understanding of fact which would entitle any person, firm or corporation other than the above-referenced broker to any such real estate fee or commission in connection with this transaction, and each agrees to indemnify and hold harmless the other for any inaccuracy in such representation, which agreement shall survive closing. Seller and Buyer hereby acknowledge that the Buyer has retained the services of HomeLife Companies, Inc to advise and assist Buyer with the development of the real estate.

17. **CONVEYANCE FEE:** On the date of closing, Seller shall pay all local or state transfer taxes and conveyance fees required for the transfer of the Real Estate by Seller to Buyer.

18. **OCCUPANCY AND TESTING OF PREMISES:** Seller grants to Buyer and persons designated by Buyer the right and permission at any time prior to closing, and from time to time, to enter upon the Real Estate to inspect, and appraise the same and to make soil borings and conduct other tests and inspections to determine the suitability of the Real Estate for Buyer's intended development. Buyer shall indemnify and hold Seller harmless from and against any liabilities or claims for personal injury or property damage arising from such inspections, appraisals, borings, and tests. Within ten (10) days of the Effective Date, Seller shall provide to Buyer copies of all inspections, reports, audits, assessments, appraisals, and test results (including without limitation environmental and wetlands reports and assessments) in Seller's possession or obtainable by Seller at no expense to Seller. If closing hereunder does not occur for any reason, Buyer shall return such items to Seller.

19. **CLOSING DOCUMENTS/CLOSING COSTS AND PRORATIONS:**

(a) To the extent not otherwise prescribed by the terms of this Agreement, all closing documents shall be in form reasonably satisfactory to Seller and Buyer. Buyer and Seller shall use their best efforts to agree upon all closing documents within the Review Period.

(b) Seller shall pay the premium for issuing the Owner Title Policy and one-half (1/2) of any escrow fees charged by the Title Company. Buyer shall pay the cost of recording the Deed and one-half (1/2) of any escrow fees charged by the Title Company.

(c) Taxes for the Real Estate for the year of Closing shall be prorated to and through the Closing Date. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate of the preceding year applied to the latest assessed valuation. Subsequent to the Closing, when the tax rate is fixed for the year in which the Closing occurs and actual taxes become known, the parties agree to adjust the proration of taxes and, if necessary, to refund or pay to the other party such sums as shall be necessary to effect such adjustment. The obligations of the parties to adjust the proration of taxes when actual taxes become known as provided in the preceding sentence shall survive the Closing and shall not merge therein. Notwithstanding any provision contained herein which could be construed to the contrary, if actual taxes for the year in which the Closing occurs are known but are not yet delinquent (whether or not the same may have become due), then Buyer may request that such taxes not be paid at Closing, in which event (i) the proration of taxes shall be based on the actual known taxes for the current year, (ii) Buyer will receive a credit at Closing for Seller's portion of actual taxes for the current year to and through the Closing Date and (iii) Buyer will assume and agree to be responsible for paying the current year's taxes following Closing. Further, notwithstanding any provision of this Agreement to the contrary, Seller shall remain responsible for payment of, and shall escrow at Closing for, all "rollback" or similar taxes resulting from the Real Estate or any portion thereof having been classified prior to Closing as "agricultural" property, "open space" property or any other classification authorized by law to obtain a special low ad valorem tax rate.

20. **INVESTIGATION; APPROVALS; COOPERATION:** In the event that governmental and/or regulatory agencies must investigate and approve Buyer's intended use of the Real Estate or any grants, incentives, or abatements sought by Buyer, or should rezoning or any variances become necessary because of Buyer's intended use, Seller shall provide any and all information requested on behalf of all necessary or appropriate government officials and execute all applications, certificates and governmental officials and to attend all hearings related thereto, if requested to do so by Buyer.

21. **NOTICES:** Whenever in this Contract it shall be required or permitted that notice be given or served by either party hereto on the other, such notice shall be in writing and shall be deemed served when either delivered in person by the serving party or by courier to the following designated agents for that purpose, or deposited in the United States Mail, by certified or registered mail, postage prepaid, addressed to the party to be notified, with return receipt requested. Any notice to be served on Seller shall be addressed as follows:

The Honorable Mayor Harold Perrin  
City of Jonesboro, Arkansas

515 West Washington  
Jonesboro, Arkansas 72401  
870-932-1052

or such other address as Seller may hereinafter designate by written notice to Buyer. Any notice to be served on Buyer shall be addressed to:

Mr. Kevin Hodges  
Mr. Brian Rega  
St. Bernards Healthcare  
1606 Heern Drive  
Jonesboro, AR 72401-5059  
870-932-8141 telephone  
870-933-5563 fax

Donald E. Rankey, Jr.  
HomeLife Companies, Inc.  
Developer for St. Bernards Village, Inc.  
52 North Sandusky Street  
Delaware, Ohio 43015  
740-369-1297 telephone  
740-363-1577 fax

With a copy to:

Ralph W. Waddell  
Barrett & Deacon, P.A.  
P.O. Box 1700  
Jonesboro, AR 72403-1700  
870-931-1700 telephone  
870-931-1800 fax

or such other address as Buyer may hereinafter designate written to Seller.

22. **DEFAULT BY SELLER:** In the event that Seller should fail to perform and comply with its obligations hereunder and/or consummate the transaction contemplated herein for any reason, except Buyer's default or the termination by Buyer of this Agreement pursuant to its express rights hereunder, Buyer may (i) enforce specific performance of this Agreement and in such action shall have the right to recover damages suffered by Buyer by reason of the delay in the acquisition of the Real Estate, (ii) bring suit for damages for breach of this Agreement or (iii) terminate this Agreement by written notice to Seller and have the Deposit immediately returned to Buyer.

23. **DEFAULT BY BUYER:** In the event that Buyer should fail to consummate the transaction contemplated herein for any reason, except a default by Seller or the termination by Buyer of this Agreement pursuant to its express rights hereunder, the Title Company shall deliver the Deposit to Seller and the Deposit shall be retained by Seller as liquidated damages for Buyer's default, and because of the difficulty, inconvenience and uncertainty of ascertaining actual damages, no other damages, rights or remedies shall in any case be collectable, enforceable or available to Seller except as provided in this paragraph 24, and Seller agrees to accept and take the Deposit as its total damages and relief hereunder in such event.

24. **NO MERGER:** All warranties, representations and covenants contained herein shall survive the closing of the purchase and sale of the Real Estate, and shall not be deemed to

have merged with the deed of conveyance in this transaction.

25. **SUCCESSORS AND ASSIGNS:** The terms of this Contract shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Buyer and its assignees shall have the unrestricted right to assign its interest under this Contract to one or more persons, partnerships, corporations or other entities, without the consent of Seller. In the event of any such assignment and the assumption of Buyer's obligations hereunder by the assignee, Buyer shall be relieved of all liability hereunder whatsoever.

26. **CONSTRUCTION OF CONTRACT:** This Contract shall be construed and enforced in accordance with the laws of the State of Arkansas, being the State where the Real Estate is located. Whenever the singular number is used herein, the same shall include the plural where appropriate, and the words of any gender shall include any other genders where appropriate. Time is of the essence in all provisions of this Contract. Captions contained herein are inserted only for the purpose of convenient reference, and in no way define, limit or describe the scope of the Contract or any part hereof.

27. **ENTIRE AGREEMENT:** This Contract embodies the entire agreement between Seller and Buyer and shall not be modified, changed or altered in any respect, except in writing, executed in the same manner as this Contract by Buyer and Seller.

28. **DUPLICATE ORIGINALS:** This Contract may be executed in one or more counterparts, each of which shall be deemed a duplicate original and all of them shall constitute one and the same Contract; provided, that, it shall only be necessary to produce one duplicate of such Contract for proof.

29. **OFFER AND ACCEPTANCE:** This Contract offer by Buyer shall be open for acceptance by Seller until 5:00 p.m. (Jonesboro, Arkansas time) October 15, 2012. Acceptance of this Contract offer shall be affected by Seller signing a copy of this Contract and delivering or causing delivery of the same to Buyer on or before the time specified for expiration of this Contract offer, which date of delivery shall be the "effective Date" of this Contract.

IN WITNESS WHEREOF, Buyer has executed or caused this Contract to be executed this \_\_\_ day of October, 2012.

**BUYER:**  
ST. BERNARDS VILLAGE, INC.  
1606 Heern Drive  
Jonesboro, AR 72401-5059

BY: \_\_\_\_\_  
Mr. Chris Barber, President /CEO  
St. Bernards HealthCare

The undersigned Seller hereby agrees to the foregoing Contract and accepts the foregoing

Contract offer. Signed this \_\_\_\_ day of October, 2012.

SELLER:

City of Jonesboro, Arkansas

515 West Washington

Jonesboro, AR 72401

BY: \_\_\_\_\_

Honorable Harold Perrin

Mayor

Date: \_\_\_\_\_, 2012



