



PURCHASE AGREEMENT
OFFER & ACCEPTANCE

1. **BUYER & SELLER:** Exalt Academy of Southwest Little Rock, hereinafter referred to as “Buyer,” offers to buy, subject to the terms set forth herein, the below described property from Little Rock School District, hereinafter referred to as “Seller.”
2. **PROPERTY DESCRIBED AS:** Former Cloverdale Elementary and Cloverdale Junior High School properties located on a total of 16.7± acres at 6300 Hinkson Road, Little Rock, Pulaski County, Arkansas and as shown on the attached Exhibit B.
3. **PURCHASE PRICE:** The Buyer will pay \$1,935,000.00 for the property, payable in cash at closing.
4. **SPECIAL CONDITIONS:** Buyer’s Offer is conditioned upon satisfaction of the Special Conditions attached hereto on Exhibit A.
5. **EARNEST MONEY:** Within three (3) business days of acceptance, Buyer shall tender a check for Twenty Thousand Dollars (\$20,000.00) to be deposited as earnest money which shall apply to purchase price or closing costs. Earnest money shall be held in escrow by Pulaski County Title (Escrow Agent). If title requirements are not fulfilled, or if those Special Conditions providing for an earnest money refund are not satisfied, the earnest money deposit shall be refunded to Buyer. If Buyer fails to fulfill his obligations or if, after all conditions have been met, Buyer fails to close this transaction, the earnest money may, at the sole and exclusive option of the Seller, be retained by the Seller as liquidated damages. Alternatively, Seller may return the earnest money and assert all legal or equitable rights which may exist as a result of Buyer’s breach of contract.
6. **CONVEYANCE:** Conveyance shall be made to Buyer, or as directed by Buyer, by special warranty deed, except it shall be subject to recorded restrictions and easements, if any, which do not materially affect the property.
7. **TITLE INSURANCE:** Within twenty-one (21) days of acceptance, Seller shall furnish to Buyer a commitment for an American Land Title Association (ALTA) owner’s title insurance policy in the amount of the purchase price issued by a company authorized to insure title to real property in the State of Arkansas and which company is reasonably acceptable to Buyer. Where the title commitment shows special exceptions to title other than those standard exceptions contained in the ALTA commitment form, and where such special exceptions relate to restrictions, conditions, defects or other matters which would interfere with Buyer’s use or adversely affect the value of the premises, then within seven (7) days of delivery of the title commitment, Buyer shall deliver written notice thereof to Seller. Such notice shall state specifically those exceptions to which Buyer objects. All objections not specifically enumerated within such a timely delivered notice shall be deemed to be waived by Buyer.

Within seven (7) days of Buyer’s delivery of notice of objections to Seller, Seller may cure such objections or have the exceptions waived or removed by the title company issuing the commitment. If, within such seven (7) day period, Seller fails to cure and/or have waived such objections and exceptions, or within that period, Seller delivers written notice to Buyer that it will not so cure, then, within three (3) days from delivery of such notice from Seller or the end of the period within which Seller may cure (whichever is applicable), Buyer shall have the option to:

- a) Terminate this agreement by delivering written notice thereof to Seller, in which event all sums paid or deposited by Buyer shall be returned to Buyer; or
- b) Purchase the premises subject to such objections and exceptions with no reduction in the purchase price; or
- c) Agree to extend the closing date for thirty (30) days, to give Seller additional time to cure such objections.

If Buyer fails to deliver notice of termination or grant an extension of the closing date within that period, the objections shall be deemed to be waived and this condition shall be satisfied.

Seller shall furnish the committed owner's title insurance policy as soon as practicable after closing and shall pay all expenses related to the owner's title insurance policy.

8. **PRORATIONS:** Taxes and special assessments due on or before closing shall be paid by Seller. Any deposits on rental property are to be transferred to Buyer at closing. Insurance, current general taxes and special assessments, rental payments, utilities, and any interest on assumed loans shall be prorated at closing unless otherwise specified herein.
9. **CLOSING:** Closing shall occur at such time as mutually agreed by the parties, provided that the date shall be no later than thirty (30) days after all conditions are removed, unless such requirement is waived in writing by both parties and a new date substituted therefor.

Unless otherwise agreed by Buyer and Seller, transaction costs will be paid by the party indicated below:

Seller:

- Title examination or search fees,
- Premium for owner's title insurance policy,
- IRS notification form,
- Preparation of conveyance documents,
- One-half of escrow fees,
- One-half of documentary stamps,
- Other charges as customarily paid by Seller.

Buyer:

- Premium for mortgagee's title insurance policy,
- Recording fees,
- Preparation of loan documents,
- One-half of escrow fees,
- One-half of documentary stamps,
- Other charges customarily paid by Buyer.

10. **POSSESSION:** Possession shall be delivered to Buyer upon the closing date.
11. **ATTACHED FIXTURES AND EQUIPMENT:** Unless specifically excluded herein, all attached fixtures and equipment, if any, are included in the purchase price except: Seller will remove prior to closing (1) network switches, (2) security cameras and server, and (3) fire alarm panel. Seller will use its best efforts to minimize damage as a result of these removals.
12. **INSPECTIONS AND REPAIRS:** Buyer certifies that Buyer has inspected or will inspect the property and is not relying upon any warranties, representations or statements of any agent or Seller as to age or condition of improvements, other than those specified herein. Seller shall provide Buyer and its representatives access to the property at all reasonable times during normal school working days to conduct inspections with 24 hours notice to Seller.
13. **RISK OF LOSS:** If prior to closing of this transaction the improvements on the property shall be destroyed or materially damaged by fire or other casualty, this contract shall, at the option of the Buyer, be null and void. If Buyer shall elect, in the event of such loss, that the contract shall be performed, he shall be entitled to the proceeds of insurance applicable to the loss for use in repairing said loss.

14. MISCELLANEOUS:

- a) This Offer and Acceptance shall be governed by the laws of the State of Arkansas.
- b) This Offer and Acceptance, including all exhibits, contains the complete agreement between the parties and cannot be varied except by written agreement by the parties. The parties agree that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.
- c) Any portion of this Offer and Acceptance not otherwise consummated at closing will survive the closing of this transaction as a continuing agreement by and between the parties.
- d) This Offer and Acceptance shall inure to the benefit of and bind the parties hereto and their respective heirs, representatives, successors, and assigns.
- e) Time is of the essence with respect to this Offer and Acceptance.

15. ACCEPTANCE: The term "acceptance" as used herein shall mean the later of the two dates on which this Offer and Acceptance is signed by Seller or Buyer, as indicated by their signatures below, which later date shall be the date of final execution and agreement by the parties hereto. If any date or deadline provided for herein falls on Saturday, Sunday, or a holiday, the applicable date shall be the next business day.

16. AGENCY: Buyer acknowledges that the Listing Agent Firm and the Selling Agent Firm and all sales associates with those entities are the agents of the Seller and that it is the Seller who employed them, whom they represent, and to whom they are responsible. Buyer acknowledges that before eliciting or receiving confidential information from the Buyer, the Selling Agent Firm, which may be the same as the Listing Agent Firm, disclosed that the Selling Agent Firm represents the Seller.

17. EXPIRATION OF OFFER: This Offer shall expire unless accepted in writing by Seller by 5:00 pm Central on the date that is five (5) days after the date of Buyer's signature below.

SELLING AGENT FIRM:

Hathaway Group


Stuart S. Mackey, Agent


Jeffrey R. Hathaway, Supervising Broker

BUYER:

Exalt Academy of Southwest Little Rock

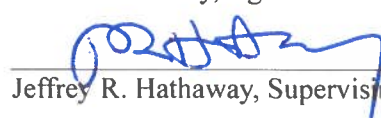

Date: 2-5-25

The above offer is accepted February 7, 2025 at 8:30 AM PM. Seller agrees to pay the below named agent a fee agreed upon in a separate agreement for professional services rendered in securing said offer.

LISTING AGENT FIRM:

Hathaway Group


Stuart S. Mackey, Agent


Jeffrey R. Hathaway, Supervising Broker

SELLER:

Little Rock School District


Date: 2/7/2025

**EXHIBIT A
SPECIAL CONDITIONS**

1. **SURVEY**. Within thirty (30) days after acceptance, Seller shall provide to Buyer, at Seller's expense, a current ALTA survey of the property, prepared by a Registered Land Surveyor. The survey shall show:
 - a. the boundaries of the property;
 - b. the legal description of the property;
 - c. all existing easements and rights-of-way (setting forth the book and page number of the recorded instruments creating the same), alleys, streets, and roads;
 - d. all existing improvements located on the property, including buildings, fences, parking lots, sidewalks, power lines, etc.
 - e. any encroachments from or over adjacent properties;
 - f. the area of the property, expressed as a number of square feet;
 - g. the surveyor's certification;
 - h. that it is prepared for the benefit of Buyer, Seller, title company, Buyer's lender (if applicable), Listing Agent Firm and Selling Agent Firm;
 - i. the area (expressed as a number of square feet) and perimeter of that portion of the property within the official 100 year floodplain, as established by the public authorities having jurisdiction thereover.
2. **EXTENDED ALTA COVERAGE**. Buyer shall cover all additional costs for an ALTA extended coverage owner's policy of title insurance including costs of updating survey and any title policy endorsements required by Buyer or Buyer's Lender. Seller shall cooperate with Title Company if reasonably required to remove standard exceptions such as mechanics liens.
3. **INSPECTION**. Buyer shall have ninety (90) days after acceptance to inspect the property (Inspection Period) (including but not limited to the following items: roof, foundation, parking lots, heating and air conditioning systems, plumbing systems, and electrical systems; including budgets, estimates and financing) to satisfy itself that the property is in acceptable condition. If Buyer fails to remove this condition in writing within ninety (90) days after acceptance, OR if Buyer provides earlier written notice to Seller that Buyer will not remove this condition, this Offer and Acceptance shall be void and the earnest money shall be promptly refunded to Buyer, and Buyer and Seller shall have no further obligation to each other.

Within five (5) business days after mutual execution of the Purchase and Sale Agreement, Seller shall deliver, or make available, to Buyer copies of all leases, studies, plans, books and records, property records files and documents of every nature currently held by or reasonably available to Seller and reasonably required by Buyer in Buyer's analysis of the Property.
4. **FEASIBILITY**. Buyer shall have ninety (90) days after acceptance to conduct a feasibility study and satisfy itself that the property, in Buyer's sole opinion, is suitable for Buyer's intended use (Contingency Period). If Buyer fails to remove this condition in writing within ninety (90) days after acceptance, OR if Buyer provides earlier written notice to Seller that Buyer will not remove this condition, this Offer and Acceptance shall be void and the earnest money shall be promptly refunded to Buyer, and Buyer and Seller shall have no further obligation to each other.

Notwithstanding anything to the contrary in this Agreement, Buyer shall have the right to extend the Inspection and Contingency Period for sixty (60) days (Extension) by providing written notice to Seller and Escrow Agent no later than the then-current Inspection and Contingency Period and simultaneously with such notice to Seller, delivering to Escrow Agent the amount of \$20,000 for such Extension (an "Extension Payment"), which amount when received by Escrow Agent shall be released to Seller, and

shall be applied to the Purchase Price at Closing, but not otherwise refundable to Purchaser except as otherwise specifically set forth in this Agreement.

5. **APPROVAL.** Buyer and Seller acknowledge that this Offer and Acceptance is conditioned upon the Little Rock School District Board approval.

Buyer and Seller further acknowledge that no contract to buy property shall be binding upon Seller except by written approval from the Little Rock School District Board. It is in an effort to expedite this process that this contract signed is by the Superintendent, or proper designee, to allow the Buyer the opportunity to initiate its Feasibility Study and Inspection of the property. This Offer and Acceptance will be presented to the Little Rock School District Board for approval after execution of this Offer and Acceptance by Superintendent, or proper designee. Seller will actively seek Little Rock School District Board's approval or denial of the Offer and Acceptance within thirty (30) days from execution by Buyer, Seller and respective agents to this contract.

6. **DISCLOSURE.** Buyer and Seller acknowledge that a member of the Little Rock School District administration involved in the review and consideration of this contract holds an active Arkansas Real Estate License.
7. **ASSIGNMENT.** Buyer's rights under this Offer and Acceptance may not be assigned to another party without the specific written approval of Seller.
8. **FURNITURE FIXTURES AND EQUIPMENT.** Buyer and Seller acknowledge that the Seller will be having an auction on the furniture and equipment in the building in January. Seller shall have the right to remove any and all equipment and furniture it desires before March 14, 2025.

9. **GENERAL CONDITIONS.**

- a. *Condemnation.* If, prior to Closing, all or any material portion of the Property is taken by eminent domain, or if proceedings in eminent domain are commenced for all or any material portion of the Property, either party shall have the option to terminate this Agreement and this Agreement shall terminate without further liability to the parties. If Purchaser does not elect to terminate this Agreement it shall remain in full force and effect and Seller shall assign, transfer and set over to Purchaser, at the Closing, all of Seller's right, title and interest in and to any awards or proceeds in connection with any such taking.
- b. *Entire Agreement.* This Agreement constitutes the sole and entire agreement between the parties. No representation, warranty, promise or inducement not included in this Agreement shall be binding upon any party.
- c. *Escrow.* The Escrow Agent shall hold and disburse the Earnest Money in accordance with the terms and conditions hereof and, if requested by Purchaser, invest the Earnest Money in an interest-bearing account (if applicable) until payment or disbursement. If the escrow shall be terminated by mutual agreement of the Seller and Purchaser, or if the Escrow Agent shall be unable to determine at any time to whom the Earnest Money should be paid, or if a dispute should develop between Seller and Purchaser concerning to whom the Earnest Money should be paid, then in any such event, the Escrow Agent shall pay the Earnest Money in accordance with the joint written instructions of Seller and Purchaser.
- d. *Controlling Law.* The laws of the State of Arkansas (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and

enforcement and any court action arising out of this Agreement shall be brought in the County in which the Land is located. The normal rule of construction to the effect that ambiguities are to be construed and resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

- e. *Waiver.* The parties may waive any provision of this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under this Agreement, and no act, omission, or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. A waiver once given is not to be construed as a waiver on any future occasion or against any other person or entity.
- f. *Amendments.* The parties may amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement.

10. **NOTICES.** Any notice from Seller to Buyer or Buyer to Seller will not be effective unless it is set forth in writing. Unless otherwise stated, notices will be deemed to have been given when addressed as set forth below and (i) deposited in the United States mail sent via Certified Mail, Return Receipt Requested and any notice sent in this manner will be deemed given even if the party to whom the notice is sent refuses to accept delivery; or (ii) sent by commercial national delivery service capable of providing written proof of delivery.

As to Buyer: Exalt Academy of Southwest Little Rock
6111 West 83rd Street
Little Rock, AR 72209
Attention: Christina Long
Email: tina.long@exaltdeducation.com

With copy to:
Tim Keane, Esq.
Kutak Rock LLP
60 South Sixth Street, Suite 3400
Minneapolis, MN 55402
Phone: 612-334-5015
Email: tim.keane@kutakrock.com

And a copy to:
Stuart C. Hindmarsh
Kutak Rock LLP
5111 W. JB Hunt Drive, Suite 300
Rogers, AR 72758
Phone: 479-250-9700
Email: stuart.hindmarsh@kutakrock.com

As to Seller: Little Rock School District
810 W Markham
Little Rock, AR 72201
Attn: Kelsey Bailey, Chief Deputy of Finance and Operations
Phone: 501-447-1000
Email: Kelsey.Bailey@lrzd.org

With Copy to:
Little Rock School District
810 Markham
Little Rock, AR 72201
Attention: David Kizzia, Attorney
Phone: 501.447.1000
Email: David.Kizzia@lrsd.org

And a copy to:
Stuart S. Mackey, CCIM, SIOR
Hathaway Group
5012 Kavanaugh Boulevard
Little Rock, AR 72207
Phone: 501-978-4965
Email: smackey@hathawaygroup.com

EXHIBIT B
44L 202.00-062.00
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