

## Board of Trustees

Date: August 18, 2020

Time: 6:30 - 7:30 pm

Attendees:  Stacy Callender       David Morgan       Patricia Ice  
 Eric Wood       David Voisin       Bob Keller  
 [President-Elect]       Min. Justin McCreary

Please read: Written Reports submitted with the Agenda

6:30	<b>Opening</b> Opening Reading and Chalice Lighting Covenant Check In	Eric Woods All All
6:40	<b>Meeting Reports</b> Minutes Treasurer Report Minister Report Ministry Teams, Advisory Councils, and Taskforces Reports	David Morgan David Voisin Justin McCreary Stacy Callender
6:50	<b>Ongoing/New Business</b> Annual Priorities Policies Appointments and Vacancies	All All All
7:20	<b>Closing</b> Process Observer Report Out Check Out Extinguish the Chalice Set Next Meeting	Process Observer All Eric Woods Stacy Callender

**Additional Information:** Join the Zoom meeting online at  
<https://zoom.us/j/98945246207?pwd=d1dwMTFzYkIIRVY2bC9KQWpkOUJ5QT09>

**Unitarian Universalist Church of Jackson**  
**1<sup>st</sup> Quarter Report**

**I N C O M E**

<b>Category</b>	<b>Approved Budget, 2020 (\$)</b>	<b>Obtained (\$)</b>	<b>Excess over Budget (\$)</b>
Pledge (Plg. made: \$33,680) . . . .	35,000	4,635	-30,365
Plate . . . . .	5,000	3,226	-1,774
Material Donation . . . . .	100	0	-100
Fundraising . . . . .	1,000	44	-956
Rentals . . . . .	1,000	140	-860
Earnest Money, N. Campus . . . .	0	1,000	1,000
Appreciation on Investments . . .	<u>100</u>	<u>11</u>	<u>-89</u>
<b>TOTAL BUDGETARY INCOME</b>	<b>42,200</b>	<b>9,056</b>	<b>-33,144</b>
Other Income . . . . .		<u>0</u>	
<b>TOTAL INFLOW:</b>		<b>9,056</b>	

## CORE BUDGETARY EXPENSES

Category	Approved Budget, 2020 (\$)	Used (\$)	Remaining (\$)
<b>Administration</b>			
Secretary . . . . .	100	0	100
Treasurer . . . . .	300	34	266
Fundraising . . . . .	300	0	300
Board . . . . .	600	0	600
Storage . . . . .	700	174	526
<b>Affiliation . . . . .</b>	<b>3,600</b>	<b>0</b>	<b>3,600</b>
<b>Minister</b>			
Salary, Housing, SSA/MediCare . . . . .	26,913	6,728	20,185
LT Disab., Life Ins., Ret. . . . .	4,192	0	4,192
Travel & Discretionary . . . . .	2,500	0	2,500
<b>Child Care . . . . .</b>			
Childcare, Salary	1,000	136	864
Childcare, FICA	80	0	80
Hospitality . . . . .	200	0	200
Social Events . . . . .	0	0	0
Advertising . . . . .	200	0	200
Membership . . . . .	100	0	100
<b>Exploring our Beliefs</b>			
Programs . . . . .	2,800	0	2,800
Religious Education . . . . .	700	0	700
<b>Living Our Values</b>			
Building & Grounds . . . . .	7,600	2,541	5,059
Utilities . . . . .	6,900	1,660	5,240
Connectivity . . . . .	2,100	578	1,522
Security . . . . .	1,400	638	762
Pest Control . . . . .	500	0	500
CareRing . . . . .	500	0	500
Insurance . . . . .	3,100	1,761	1,339
<b>Changing Our World</b>			
Social Concerns . . . . .	300	0	300
<b>Special Coll. . . . .</b>		<b>0</b>	<b>0</b>
<b>Other</b>			
Awards . . . . .	150	0	150
Office & Kitchen Supplies . . . . .	600	19	581
Unallocated . . . . .	<u>0</u>	<u>0</u>	<u>0</u>
<b>OPERATING BUDG. EXPENSES . . . . .</b>	<b>67,435</b>	<b>14,269</b>	<b>53,166</b>
BUDGETARY INCOME	42,200	9,056	
BUDGETARY SURPLUS	-25,235	-5,213	

## EXPENSES FOR NORTH CAMPUS

Category	Spent (\$)
Electricity	352
Natural Gas	407
Jackson City Services	0
Yard	0
Mainten. & Repair	0
Insurance	0
Connectivity	<u>271</u>
<b>TOTAL</b>	1,030
<b>BUDGETED</b>	22,100
<b>SURPLUS</b>	21,070

## SUMMARY OF EXPENDITURES

	Spent (\$)
<b>OPERATING EXPENSES . . . . .</b>	14,269
<b>NORTH CAMPUS . . . . .</b>	1,030
<b>SOUTH CAMPUS RENOVATIONS</b>	0
(Budgeted – \$0)	
<b>ORDINATION . . . . .</b>	<u>902</u>
<b>TOTAL EXPENDITURES . . . . .</b>	16,201

**MONETARY ASSETS**

<b>Account</b>	<b>Start of Yr. (\$)</b>	<b>End of Year (\$)</b>	<b>Incr. from Jan. 1 (\$)</b>
Bancorpsouth Checking . . . .	15,460	8,388	-7,072
Bancorpsouth MM . . . . .	16,965	16,969	4
Rosenfeld Memorial (Regions)	576	576	0
Schwab Sweep	49,976	49,983	7
Amts Received, not Deposited	1,090	1,129	40
Atmos Credit, S. Campus . . .	185	63	-123
S. Campus Utility Deposits . .	2,256	2,256	0
City of Jackson, N. Camp. Cred.	<u>17</u>	<u>17</u>	<u>0</u>
<b>TOTAL . . . . .</b>	<b>86,526</b>	<b>79,382</b>	<b>-7,144</b>

**LONG TERM ASSETS**

Schwab Stocks (less Sweep) . . .	77,494	72,647
Church Property . . . . .	135,000	135,000

INFLOW LESS TOTAL EXPENDITURES: -\$7,144

AMT. UNACCOUNTED FOR: \$0

**RESTRICTED FUNDS**

<b>Fund</b>	<b>Start of Yr. (\$)</b>	<b>Donated, 2020 (\$)</b>	<b>Used, 2020 (\$)</b>	<b>End of 1<sup>st</sup> Q. (\$)</b>	<b>Incr. from Jan. 1 (\$)</b>
Ordination	2,323	0	902	1,421	0
Travel to General Assembly	46	0	0	46	0
Fran Leber Book Project	200	0	0	200	0

**Justin M McCreary**  
**Minister's Report**

**July 2020**

During the month of July, I met for multiple meetings. I attended a board meeting on the 14<sup>th</sup>, a Ministry Council Meeting on the 18<sup>th</sup> and the statewide UU Minister's meeting. I also made multiple church and grounds walkthroughs, finding multiple issues including the air conditioners unresponsiveness. I also met with my UUMA Mentor as is required by the Ministerial Fellowship Committee.

Katy Coats and I met with DJ Baker, a farming consultant to walk through the property. Though we have not made a follow up meeting, to go over his findings, he has given us some important connections that we will be making in the future, for possible building and ground usage. In the next month or so I will also need some help to gather soil samples and send them off to Mississippi State University. The cost is 4 dollars a sample and I am planning on sending multiple samples.

Without speaking for the task force, we are putting together a multi-stage plan that begins with little upfront cost. Due to Covid-19, we were unable to have planned community meetings, and gatherings at the building. The first stage of the plan intends to do two things, provide food at reasonable cost in a food desert, and bring income into the church. We are still looking at methods of implementation, but with the appropriate planning this could actually take place safely during Covid-19 and will meet neighborhood needs.

The latter stages of the plan will explore the formation of some form of Non-Profit organization or Co-op that helps address education and homelessness in our community. We will hope to do this through community farming and classroom space. We have been exploring basic ideas like GED prep to full implementation of an Our Whole Lives, Sex Ed program. At this stage, while building an operating farm would be beyond our means, the two Educational Ideas are not out of the range of possibility.

The OWL program itself will also be a service provided for compensation, though we would not want to turn anyone away. Prior to Covid-19 leaders in the southern region and I were exploring the feasibility of holding an owl training here, and I believe working with local organizations like the Mississippi Reproductive Freedom Fund, this is possible.

I also lead two Sunday services. One, with David Voisin was our annual Soapbox Sunday Service, and the other was a service on Joy. I also attended Vespers twice this month, and multiple church coffee hours. Throughout the weeks I was also responding to congregation members and friends and making calls to the necessary boards including regular calls with our President and Past President.

# UNITARIAN UNIVERSALIST CHURCH OF JACKSON

## REPORTS TO THE BOARD

### ADVISORY COUNCILS

**Advisory Council:** Calm Council

**Members:** Jim Becker, Lisa Kersen, and Judy Williams

- The CC has not submitted a report for this month.

**Advisory Council:** Personnel Council

**Members:** Stacy Callender (Chair), Eric Wood, David Morgan, and David Voisin

- The PC has not met this month.
- The PC needs to meet to review hiring and volunteer application procedures.

**Report Submitted:** By Stacy Callender on August 2020

**Advisory Council:** Leadership Development Council

**Members:** Eric Wood (Chair), Jill Morgan, and Joe Clayton

- The LDC has not met this month but is scheduling a meeting in the coming month.
- The LDC needs an appointment of one additional congregational member.

**Report Submitted:** By Eric Wood on August 2020

**Advisory Council:** Ministerial Relations Council

**Members:** Jill Morgan (Chair), Kristen Golden, and Jim Becker

- The MRC submitted policy recommendations for the Council to the Board.
- The MRC is still reviewing an evaluation tool from the UUA for the annual minister evaluation and preparing for the contract renewal process.

**Report Submitted:** By Jill Morgan on August 2020

## UNITARIAN UNIVERSALIST CHURCH OF JACKSON

### MINISTRY TEAMS

**Ministry Team:** Welcoming Community

**Members:** VACANT (Chair), Kristen Draper, Brenda Taylor, and Eric Wood

- The WC Team has a draft membership roster completed. It is currently being updated.
- Notecards are being prepared to be sent to members and friends, including financial contributors. The WC Team needs additional budget for mailing and postage.
- The WC Team still needs a volunteer to serve as the Chair.

**Report Submitted:** By Eric Wood on August 2020

**Ministry Team:** Exploring Our Beliefs

**Members:** Jim Becker (Co-Chair), VACANT (Co-Chair), Stacy Callender, Lisa Dunn, Patricia Ice, Bob Keller, Justin McCreary, David Morgan, and Eric Wood

- Sunday Services have been generally planned through December 2020.
- Wednesday Vespers are being conducted online weekly.
- A UUJ Families group has been created using Facebook Messenger. SoulMatters Resources have been shared for this month on the theme of Journey.
- The EOB Team still needs a volunteer to serve as the RE Chair/EOB Co-Chair and volunteers to support RE online and weekly Youth Meetings.

**Report Submitted:** By Stacy Callender on August 2020

**Ministry Team:** Living Our Values

**Members:** VACANT (Chair), Lisa Dunn, Patricia Ice, and Natalie Maynor.

- The LOV Team still needs volunteers to serve as Co-Chairs to support the CareRING and Buildings and Grounds.

**Report Submitted:** August 2020

**Ministry Team:** Changing Our World

**Members:** VACANT (Chair), Patricia Ice, and

- No report for this month.
- The COW Team still needs volunteers to serve as the Chair and to support efforts.

**Report Submitted:** August 2020



## UNITARIAN UNIVERSALIST CHURCH OF JACKSON

### TASKFORCES

**Ministry Team:** Transition Taskforce

**Members:** VACANT (Chair), Kristen Draper, Brenda Taylor, and Eric Wood

- The TT approved the contract offered by the proposed tenant, negotiated by the Real Estate Agent, and edited by the members of the TT. The agreement was signed effective August 4, 2020 and includes a contract to purchase the property as well as a commercial lease for up to 24 months. This does not change the monetary terms but does extend the lease by 12 months due to the continued impacts of the pandemic on the tenant's ability to start the school. The dates of the lease will run from October 1, 2020 up to September 30, 2022.
- The tenant has provided money orders in the amount of \$2500 (\$1000 security deposit, \$1500 first month's rent) and \$1000 (earnest money to be held by Lane Harkin Real Estate until the close of the deal). These were given to the Treasurer.
- As the tenant has begun to make payments, the TT will contact the architect/contractor to create a phased improvement plan for the West Street property. The first action will be to install a French drain and stop water infiltration into the building.
- The TT needs an appointment of one additional congregational member.

**Report Submitted:** By Eric Wood on August 2020

**Ministry Team:** Right Race Relations

**Members:** Jim Becker (Co-Chair), VACANT (Co-Chair), Stacy Callender, Lisa Dunn, Patricia Ice, Bob Keller, Justin McCreary, David Morgan, and Eric Wood

- The RRR Taskforce has not met this month but is scheduling a meeting in the coming month.

**Report Submitted:** By Eric Wood on August 2020

**Ministry Team:** Community Outreach and Engagement

**Members:** Justin McCreary (Chair), ?.

- The task force is putting together a multi-stage plan to respond to community needs:
  - Provide food at reasonable cost in a food desert through community farming
  - Bring income into the church through forming a non-profit organization or co-op
  - Address education and homelessness needs, including GED prep and comprehensive reproduction education, Our Whole Lives

**Report Submitted:** By Justin McCreary on August 2020

## COMMERCIAL LEASE

This AGREEMENT, made and entered into this, the 4<sup>TH</sup> day of August 2020. By and between

THE UNIVERSALIST UNITARIAN CHURCH OF JACKSON MISSISSIPPI (hereinafter referred to as "Lessor") and RHEMALYN LESHELL LEWIS an individual (Referred to as "Lessee"). Lessee offers to leaser from Lessor, "the PREMISES" situated in the city of Jackson, county of Hinds, state of Mississippi, described as: 4872 North State Street, Jackson Mississippi (formerly known as 4862/4866), upon the following TERMS and CONDITIONS:

1. TERM: The term hereof shall be 24 months, commencing on September 1, 2020 and termination on August 31, 2022. Lessee shall have access to the property, rent free, effective August 1, 2020 to do work on the property to qualify the property for it's intended use.

2. RENTAL: The Lessee agrees to pay each month, as rent for Premises the sum of \$1,500.00 per month to: THE UNIVERSALIST UNITARIAN CHURCH OF JACKSON MISSISSIPPI located at 3209 North West Street, Jackson, Mississippi 39216. The rent shall be due and payable in advance on the (1<sup>st</sup>) First day of each month for the month's rental, during the term of this Lease. In the event rent is not paid within (5) five days after due date, Lessee agrees to pay a late charge of \$ 50.00. Lessor is entitled to make written demand for any rent if not paid when due. Tenant improvement to be paid by Lessor.

3. USE: The premises are to be used for the operation of a CHURCH AND CHRISTIAN SCHOOL AND DAY CARE (Caiden's Christian Academy) and for no other purpose. The premises shall not be used for illegal purposes, nor be in violation of any regulation of any governmental body, nor in any manner as to create any nuisance or trespass, nor in any manner to violate the insurance or increase the rate of insurance on the Premises.

4. ASSIGNMENT AND SUBLETTING: Lessee shall not assign this Lease or sublet any portion of the Premises without prior **written** consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall void and, at the option of the Lessor, terminate this Lease.

5. ORDINANCE AND STATUES: Lessee shall comply with all statues, ordinances, and requirements of all municipal, state and federal

authorities now in force, or which may later be in force. The commencement or pendency of any state or federal court abatement proceedings affecting the use of the Premises shall, at the option of the Lessor, be deemed a breach of the Lease.

6. **MAINTENANCE, REPAIRS AND ALTERATIONS:** Unless otherwise indicated, Lessee acknowledges that the Premises are in good order and repairs. Lessee shall, at his/her own expense maintain the Premises in a good and safe condition. The premises shall be surrendered, at termination of the Lease, in as good condition as it was received, normal wear and tear expected. Lessee shall obtain and be responsible for any janitorial and pest services necessary to protect the occupied Premises, such as sidewalks, driveways, lawns and shrubbery, which Lessor would maintain. Lessee shall maintain electrical wiring, plumbing, air conditioning, heating installations, roof, exterior walls and structural foundations. No improvements or alteration of the Premises shall be made without prior **written** consent of Lessor.

7. **ENTRY AND INSPECTION:** Lessee shall permit Lessor or Lessor's agents to enter the Premises at reasonable times and upon reasonable notice for the purpose of inspecting the Premises.

8. **INDEMNIFICATION OF LESSOR:** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the premises or any part thereof. Lessee agrees to hold Lessor harmless from any expense incurred by Lessor in defending any such claims.

9. **LESSEE'S INSURANCE:** Lessee, at his/her personal expense shall maintain plate glass and public liability insurance, including bodily injury and property damage, insuring Lessee and Lessor with a minimum coverage of \$1,000,000. Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The policy shall require a **ten (10) day written notice to Lessor prior to cancellation or material change of coverage.**

10. **LESSOR'S INSURANCE:** Lessor shall maintain hazard insurance covering one hundred percent (100%) replacement cost of the improvements throughout the Lease term. Lessor's insurance will **not** insure Lessee's personal property. All personal property shall be and remain at Lessee's personal risk.

11. **SUBROGATION:** To the Maximum extent permitted by insurance policies, which may be owned by the parties, Lessor and Lessee waive any and all rights of subrogation which might otherwise exist.

12. UTILITIES: Lessee agrees that he/she shall be responsible for all applications and payment of utilities; gas, electricity and other services delivered to the Premises.

13. SIGNAGE. Lessee shall not construct any projecting sign or awning without prior written consent of Lessor, said consent shall not be unreasonably withheld. Lessee shall be responsible for cost and installation of all exterior signage required by ordinance. All exterior signage must be approved by the Lessor and must meet Lessor and local authority's criteria.

14. ABANDONMENT OF PREMISES: Lessee shall not vacate or abandon the Premises at any time during the term of this Lease. If Lessee does abandon or vacate the Premises, or is dispossessed by process of law or otherwise, and personal property of Lessee is left on the Premises, it shall be deemed to be abandoned at the option of the Lessor.

15. CONDEMNATION: If any part of the Premises is condemned for public use, and a part remains that is susceptible of occupation of Lessee, this Lease shall, as to the part taken, terminate as of the date the condemner acquires possession. Lessee shall be required to pay such proportion of the rent for the remaining term as the value of the Premises remaining bears to the total value of the Premises at the date of condemnation; provided, however that Lessor may at his/her option, terminate this Lease as of the date the condemner acquires possession. All sums which may be payable on account of any condemnation shall belong solely to the Lessor, except that Lessee shall be entitled to retain any amount awarded to him/her trade fixtures or moving expenses.

16. TRADE FIXTURES: Any and all improvements made to the Premises during the term shall belong to the Lessor, except trade fixtures of the Lessee. Lessee may remove, upon termination, all his/her trade fixtures, but shall pay for all costs necessary to repair any damage to the Premises caused by said removal. All interior improvements must be approved by the Lessor **in writing** prior to the construction and installation of same.

17. DESTRUCTION OF PREMISES: In the event of a partial destruction of the Premises during the term of this Lease, from any cause, Lessor shall promptly repair the Premise, provided that such repairs can be reasonably made within sixty days. Such partial destruction shall not terminate this Lease, except the Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which making of such repairs interferes with the business of lessee on the Premises. If the repairs cannot be made within sixty (60) days, this Lease may be terminated at the option of either party by giving written notice to the other party within the sixty (60) day period.

**18. HAZARDOUS MATERIALS:** Lessee shall not use, store, or dispose of any hazardous substances upon the Premises, except the use and storage of such substances that are customarily used in Lessee's business. And that are in compliance with all environmental and local laws. Hazardous substances mean any hazardous waste, substance or toxic materials regulated under any environmental laws or regulations applicable to the property. Hazardous materials removal and storage will be paid for and obtained at Lessee's expense.

**19. INSOLVENCY:** The appointment of a receiver, an assignment for the benefits of creditors, or the filing of a petition in bankruptcy by or against Lessee, shall constitute a breach of this Lease by Lessee.

**20. DEFAULT:** In the event of any breach of this Lease by Lessee, Lessor may, at his/her option, terminate the Lease and recover from Lessee the following:

a) The worth at the time of award the unpaid rent, which had been earned at the time of termination; b) The worth at the time of award the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; c) The worth at the time of award, the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; d) Any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform his/her obligations under this Lease or which in the ordinary course of things would be likely to result there from.

a. Lessor may, in alternative, continue this Lease in effect, as long as Lessor does not terminate Lessee's right to possession, and Lessor may

Enforce all of Lessor's rights and remedies under the Lease, including The right to recover the rent as it becomes due under the Lease. If said Breach of Lease continues, Lessor may, at any time thereafter, elect to Terminate the Lease.

b. Nothing contained herein shall be deemed to limit any other rights or remedies, which Lessor may have.

**21. SECURITY DEPOSIT:** Lessee shall pay upon execution of Lease, the first month's rent of \$1,500 and the \$1,000 security deposit. The first month's rent sum will be applied to the first month's rent due. The security deposit set forth above shall secure the performance of the Lessee's

obligations. Any balance remaining upon termination shall be returned to Lessee. Lessee shall not have the right to apply the security deposit in payment of the last month's rent.

22. DEPOSIT REFUNDS: The balance of all deposits shall be refunded within two (2) weeks (or otherwise required by law) from date possession is delivered from Lessee to Lessor or his/her authorized Agent, together with a statement showing any charges made against such deposits by Lessor. Deposit refund may be credited to the purchase price of the property at closing, at lessors/Buyer's discretion.

23. ATTORNEY'S FEE AND COST: In case suit should be brought for recovery of the Premises or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

24. WAIVER: no failure of Lessor to enforce any term of this Lease shall be deemed to be a waiver.

25. TIME: With respect to all obligations, time is of the essence of this Lease.

26. HOLDING OVER: NONE

27. AGREEMENT OF SALE AND PURCHASE: This lease agreement is part of a lease purchase and the Commercial Purchase and Sale Agreement is attached to this lease Agreement as Exhibit E.

28. HEIRS, ASSIGNS, SUCCESSORS: This Lease is binding upon and insures to the benefit of the heirs, assigns and successors in interest to the parties.

29. LESSOR'S LIABILITY: In the event of a transfer of Lessor's title or interest to the property during the term of this Lease, Lessee agrees that the grantee of such title of interest shall be substituted as the Lessor under this Lease, and the original Lessor shall be released of all further liability; provided, that all deposits shall be transferred to the grantee.

30. ESTOPPEL CERTIFICATE: (A) On ten (10) days prior written notice from Lessor, Lessee shall execute, acknowledge, and deliver to Lessor a statement in writing; (1) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), the amount of any security deposit, and the date to which the rent and other charges are paid in advance, if any; and (2) acknowledging that there is not, to Lessee's knowledge, any uncured defaults on the part of Lessor,

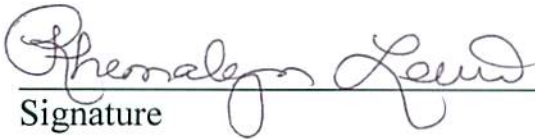
specifying such defaults if any are claims. Any prospective buyer or encumbrance of the Premises may conclusively rely upon any such statement. (B) At Lessor's option, Lessee's failure to deliver such statement within such time shall be a material breach of this Lease or shall be conclusive upon Lessee; (1) that this Lease is in full force and effect, without modification except as may be represented by Lessor; (2) that there are no uncured defaults in Lessor's performance; and (3) that not more than one month's rent has been paid in advance.

### ACCEPTANCE

The undersigned Lessee hereby acknowledges that he/she has thoroughly read and approved each of the provisions contained in this offer, and agrees to the terms and conditions specified. The undersigned Lessor accepts the foregoing Offer and agrees to lease the Premises on the terms and conditions set forth above. Each individual signing represents and warrants that he is hereby authorized and directed to take such actions and execute such documents necessary to bind such owners or corporation.

LESSEE:

Rhemalyn Leshell Lewis

  
Signature

Date: Aug. 3, 2020

LESSOR:

The Universalist Unitarian Church  
of Jackson Mississippi

  
Signature

Date: August 4, 2020

3209 North West Street,  
Jackson MS. 39216  
601.982.5919  
uucj@outlook.com

**EXHIBIT "A"**  
**LEASE TERM AND ANNUAL AND MONTHLY**  
**PAYMENTS**

**YRS 1 & 2 \$18,000.00 per yr. \$1,500.00 per mo.**

**SECURITY DEPOSIT: \$ 1,000.00**



**EXHIBIT B**  
**COMMERCIAL PURCHASE AND SALE AGREEMENT**

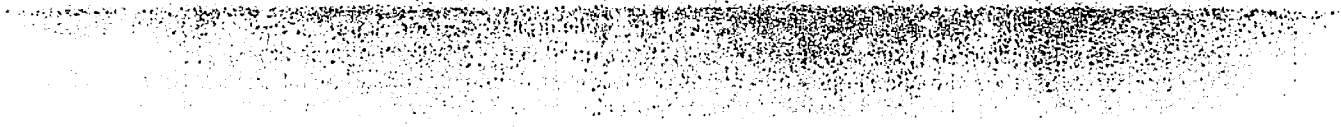
1. Purchase and Sale. Rhemalyn Leshell Lewis, an individual the undersigned buyer ("Buyer") agrees to buy and The Universalist Unitarian Church of Jackson, the undersigned seller ("Seller") agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as all that tract of land lying and being situated in the City of Jackson, County of Hinds and being known as having an address of 4872 (Formerly known as 4862 & 4866) North State Street City, Jackson Mississippi, together with all fixtures, landscaping, improvements, and appurtenances (all being hereinafter collectively referred to as the "Property," as more particularly described in Exhibit "A", ~~or if no Exhibit "A" is attached as is recorded with the Chancery Clerk of the county in which the Property is located and is made a part of this Agreement by reference.~~
2. Purchase Price. The total purchase price for the Property shall be One Hundred Fifty Thousand and no/100 U.S. Dollars (\$150,000.00) ("Purchase Price"), and subject to all prorations and adjustments shall be paid at the Closing by cash, wire transfer of immediately available funds, cashier's check or certified check.

Earnest Money. Buyer has deposited the sum of \$ One Thousand and no/100 US Dollars check with Lane Harkins Commercial Real Estate, Inc. ("Holder") This sum ("Earnest Money") has been received by Holder and is to be applied as part of the Purchase Price at Closing. The Earnest Money shall be deposited in Holder's escrow account by the close of the next business day from the Binding Agreement Date. In the event any Earnest Money check is not honored, for any reason, by the financial institution upon which it is drawn, Holder shall promptly notify Buyer and Seller. Buyer shall have three banking days after notice to deliver good funds to Holder. In the event Buyer does not timely deliver good funds to Holder, this Agreement shall automatically terminate and Holder shall notify the parties of the same. Holder shall disburse Earnest Money only as follows: (a) at Closing; (b) upon a subsequent written agreement signed by Buyer and Seller; or (c) as set forth below in the event of a dispute regarding Earnest Money. No party shall seek damages from Holder, nor shall Holder be liable for any such damages, for any matter arising out of or related to the performance of Holder's duties hereunder. Disputes. In the event Buyer or Seller notifies Holder of a dispute regarding the disposition of Earnest Money that Holder cannot resolve, Holder shall settle the dispute as follows: *[Select section A or B below. The section not selected is not part of this Agreement]*

- A. Reasonable Interpretation by Holder. Holder shall have the right to disburse all or any portion of the Earnest Money upon a reasonable interpretation of this Agreement by Holder. Prior to disbursing Earnest Money pursuant to a reasonable interpretation of this Agreement, Holder shall give all parties fifteen days notice, stating to whom the disbursement will be made. Any party may object in writing to the disbursement, provided the objection is received by Holder prior to the end of the fifteen-day notice period. All objections not raised in a timely manner shall be waived. In the event a timely objection is made, Holder shall consider the objection and shall do any or a combination of the following: (i) hold the Earnest Money for a reasonable period of time to give the parties an opportunity to resolve the dispute; (ii) disburse the Earnest Money and so notify all parties; and/or (iii) interplead the Earnest Money into a court of competent jurisdiction. Holder shall be reimbursed for and may deduct from any funds interpleaded its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Holder, and upon payment of such funds into the court registry, Holder shall be released from all further liability in connection with the funds delivered.
- B. ~~Mandatory Arbitration. Both buyer and seller acknowledge, understand and agree that: (1) any controversy, claim, action or inaction arising out of, or relating to, the purchase set out herein, as against the listing company or selling company and/or their agents or representatives involved in this transaction, including any earnest money disputes, shall be resolved by arbitration administration by the American Arbitration Association in accordance with its arbitration rules; and (2) judgment of the award rendered by the arbitrators may be entered in any court of competent jurisdiction; and (3) the arbitration proceeding shall be conducted within the county in which the dispute arose or such other location as agreed upon by the parties; and (4) if fault is found, the award of damages will conform to the terms and conditions of the "purchase"; and (5) this transaction involves interstate commerce such that the Federal Arbitration Act, 9 U.S.C. Section 1 et seq. (1947 as amended) shall govern the interpretation and enforcement of this arbitration agreement along with all claims between or among any parties and the company(ies) involved in the transaction.~~

Buyer's Initials

Seller's Initials



5. **Inspection.** Prior to closing, Buyer and Buyer's agents shall have the right to enter upon the Property at Buyer's expense and at reasonable times, to inspect, survey, examine, and test the Property as Buyer may deem necessary as part of Buyer's acquisition of the Property. Buyer shall indemnify and hold Seller and all Brokers harmless from and against any and all claims, injuries, and damages to persons and/or property arising out of or related to the exercise of Buyer's rights hereunder. Buyer shall have \_\_\_\_\_ days from the Binding Agreement Date ("Due Diligence Period") to evaluate the Property, the feasibility of the transaction, the availability and cost of financing, and any other matter of concern to Buyer. During the Due Diligence Period, Buyer shall have the right to terminate this Agreement upon notice to Seller if Buyer determines based on an evaluation of the above that it is not desirable to proceed with the transaction. In such event, Holder shall promptly refund Buyer's Earnest Money in accordance with the Earnest Money Paragraph above. Within \_\_\_\_\_ days from the Binding Agreement Date, Seller shall deliver to Buyer copies of the materials concerning the Property referenced in Exhibit "B" (collectively "Due Diligence Materials"), which materials shall be promptly returned by Buyer if this Agreement does not close for any reason. If Buyer fails to timely notify Seller that it is not proceeding with the transaction, Buyer shall waive its rights to terminate this Agreement pursuant to this paragraph.
6. **Title.**
- A. **Warranties of Seller.** Seller warrants that at Closing, Seller shall convey good and marketable, fee simple title to the Property to Buyer, subject only to the following exceptions ("Permitted Exceptions"):
- (1) Liens for ad valorem taxes not yet due and payable;
  - (2) Those exceptions to which Buyer does not object or which Buyer waives in accordance with the Title Objections paragraph below. "Good and Marketable, fee simple title" with respect to the Property shall be such as is acceptable to and insurable by a title insurance company doing business in Mississippi ("Title Company"), at standard rates on an American Land Title Association Owner's Policy ("Title Policy").
- B. **Title Objections.** Buyer shall have 10 days from the date of a title binder or title certificate in which to furnish Seller with a written statement of any title objections, UCC-1 or UCC-2 Financing Statements, and encroachments, and other facts affecting the marketability of the Property as revealed by a current title examination and survey. Seller shall have 30 days from the receipt of such objections (the "Title Cure Period") to cure all valid title objections. Seller shall satisfy any existing liens or monetary encumbrances identified by Buyer as title objections which may be satisfied by the payment of a sum certain prior to or at Closing. Except for Seller's obligations in the preceding sentence, if Seller fails to cure any other valid title objections of Buyer within the Title Cure Period (and fails to provide Buyer with evidence of Seller's cure satisfactory to Buyer and to the Title Company), then within five days of the expiration of the Title Cure Period, Buyer may as Buyer's sole remedies: (1) rescind the transaction contemplated hereby, in which case Buyer shall be entitled to the return of Buyer's Earnest Money; (2) waive any such objections and elect to close the transaction contemplated hereby irrespective of such title objections and without reduction of the Purchase Price; or (3) extend the Closing Date for a period of up to fifteen days to allow Seller further time to cure such valid title objections. Failure to act in a timely manner under this paragraph shall constitute a waiver of Buyer's rights hereunder. Buyer shall have the right to re-examine title prior to Closing and notify Seller at Closing of any title objections which appear of record after the date of Buyer's initial title examination and before Closing.
7. **Closing.** SEPTEMBER
- A. **Closing Date.** This transaction shall be consummated ("Closing") at the office TBD On August 30 2022 or before, or at such other time and place as the parties may agree upon in writing (the "Closing Date").
- B. **Possession.** Seller shall deliver possession and occupancy of the Property to Buyer at Closing, subject only to the rights of tenants in possession and the Permitted Exceptions.
8. **Seller's Obligations at Closing.** At Closing, Seller shall deliver to Buyer: (a) a Closing Statement; (b) General Warranty Deed; (c) FIRPTA Affidavit (indicating that Seller is not a "foreign person" or "foreign corporation" as that term is defined in Section 1445(f)(3) of the Internal Revenue Code of 1986); (d) a general warranty deed to the Property properly signed and executed by the Seller; and (e) all documents which Seller must execute under the terms of this Agreement to cause the Title Company to deliver to Buyer the Title Policy including, without limitation, a title affidavit from Seller to Buyer and to the Title Company in the form customarily used in Mississippi commercial real estate transactions so as to enable the Title Company to issue Buyer the Title Policy with all standard exceptions deleted and subject only to the Permitted Exceptions and evidence reasonably satisfactory to Title Company of its due and proper authority and power to perform its obligations hereunder. In addition, Seller shall deliver to Buyer at Closing all documents/items indicated in Exhibit "C, if any (all documents to be delivered by Seller under this paragraph, including all documents/items indicated in Exhibit "C" are collectively "Seller's Closing Documents").
9. **Conditions to Closing.**
- A. **Conditions in favor of Buyer.** The obligation of Buyer to consummate the transaction contemplated herein is conditioned upon the following conditions precedent as of the Closing Date:
- (1) All representations and warranties of Seller made herein shall remain true and correct;
  - (2) Seller shall have performed all of the covenants undertaken by Seller in this Agreement to be performed by Seller at or prior to Closing;
  - (3) Seller shall have delivered to the Buyer properly executed originals of Seller's Closing Documents;
  - (4) There shall have been no material adverse change in the physical condition of the Property, except as otherwise provided for in this Agreement;

(5) The issuance at Closing of the Title Policy (or marked binder), with all standard exceptions deleted and subject only to the Permitted Exceptions.

**B. Conditions in favor of Seller.** The obligation of Seller to consummate the transaction contemplated herein is conditioned upon the following conditions precedent as of the Closing Date:

- (1) All representations and warranties of Buyer made herein shall remain true and correct;
- (2) Buyer shall have performed all of the covenants undertaken by Buyer in this Agreement to be performed by Buyer at or prior to Closing; and
- (3) Buyer shall have: (a) delivered to the Seller properly executed originals of the transfer tax declaration form, title policy documents, closing statement, and any other documents identified on Exhibit "C" that require Buyer's signature; and (b) paid the Purchase Price, plus or minus prorations and adjustments, to Seller.

**10. Costs.**

- A. Seller's Costs.** Seller shall pay the cost of recording any title curative document, including without limitation, satisfactions of deeds to secure debt, quitclaim deeds and financing statement terminations; all transfer taxes; all deed recording fees; the fees of Seller's counsel.
- B. Buyer's Costs.** Buyer shall pay the cost of Buyer's counsel and consultants; any costs in connection with Buyer's inspection of the Property and any costs associated with obtaining financing for the acquisition of the Property (including any intangibles tax, all deed recording fees and the cost of recording Buyer's loan documents).
- C. Additional Costs.** In addition to the costs identified above, the following costs shall be paid by the parties hereto as indicated below:

<u>Item to be Paid</u>	<u>Paid by Seller</u>	<u>Paid by Buyer</u>
Survey	<input type="checkbox"/>	X
Title Examination	X	<input type="checkbox"/>
Premium for Owner's Title Insurance Policy	<input type="checkbox"/>	X
Other: Closing Costs		X

**11. Taxes and Prorations.** Real estate taxes on the Property for the calendar year in which the Closing takes place shall be prorated as of 12:01 a.m. on the Closing Date. Seller shall be responsible (even after Closing) for paying all taxes (including previous reassessments) on the Property for the time period during which Seller owned the Property. In addition, the following items shall also be prorated as of 12:01 a.m. on the Closing Date *(Select only those items that apply to this transaction; the items not selected shall not apply to this Agreement)*.

- X Utilities
- Rents
- Service Contracts
- Leasing Commissions
- Tenant Improvement Costs
- Other: NONE

**12. Representations and Warranties.**

- A. Seller's Representations and Warranties.** As of the Binding Agreement Date and the Closing Date, Seller makes the representations and warranties to Buyer, if any, as indicated on Exhibit "D".
- B. Buyer's Representations and Warranties.** As of the Binding Agreement Date and the Closing Date, Buyer represents and warrants to Seller that Buyer has the right, power and authority to enter into this Agreement and to consummate the transaction contemplated by the terms and conditions of this Agreement; and the persons executing this Agreement on behalf of Buyer have been duly and validly authorized by Buyer to execute and deliver this Agreement and shall have the right, power and authority to enter into this Agreement and bind Buyer.

**13. Agency and Brokerage.**

**A. Agency.**

- (1) In this Agreement, the term "Broker" shall mean a licensed Mississippi real estate broker or brokerage firm and where the context would indicate the broker's affiliated licensees. No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage agreements and Mississippi Law;
- (2) The Broker, if any, working with the Seller is identified on the signature page as the "Listing Broker"; and said Broker is X, OR, is not  representing the Seller;
- (3) The Broker, if any, working with the Buyer is identified on the signature page as the "Selling Broker", and said Broker is , OR, is not  representing the Buyer; and
- (4) If Buyer and Seller are both being represented by the same Broker, a relationship of dual agency shall exist.

- (a) **Dual Agency Disclosure.** Seller and Buyer are aware that Broker is acting as a dual agent in this transaction and consent to the same. Seller and Buyer have been advised that:
- (1) In serving as a dual agent the Broker is representing two clients whose interests are or at times could be different or even adverse;
  - (2) The Broker will disclose all adverse, material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from another client which is not otherwise required to be disclosed by law;
  - (3) The Buyer and Seller do not have to consent to dual agency; and
  - (4) The consent of the Buyer and Seller to dual agency has been given voluntarily and the parties have read and understood their brokerage engagement agreements;
- (b) **Material Relationship Disclosure.** The Broker and/or affiliated licensees have no material relationship with either client except as follows: NONE. A material relationship means one actually known of a personal, familial or business nature between the Broker and affiliate licensees and a client which would impair their ability to exercise fair judgment relative to another client. Notwithstanding any provision to the contrary contained herein, Seller and Buyer each hereby direct Broker, if acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.

**B. Brokerage.** The Broker(s) identified herein have performed valuable brokerage services and are to be paid a commission pursuant to a separate agreement or agreements. Unless otherwise provided for herein, the Listing Broker will be paid a commission by the Seller, and the Selling Broker will receive a portion of the Listing Broker's commission pursuant to a cooperative brokerage agreement. The closing attorney is directed to pay the commission of the Broker(s) at closing out of the proceeds of the sale. If the sale proceeds are insufficient to pay the full commission, the party owing the commission will pay any shortfall at closing. If more than one Broker is involved in the transaction, the closing attorney is directed to pay each Broker their respective portion of said commission. In the event the sale is not closed because of Buyer's and/or Seller's failure or refusal to perform any of their obligations herein, the non-performing party shall immediately pay the Broker(s) the full commission the Broker(s) would have received had the sale closed, and the Selling Broker and Listing Broker may jointly or independently pursue the non-performing party for their portion of the commission. Seller and Buyer hereby represent and warrant, each to the other, that no party other than the Broker(s) identified herein are entitled, as a result of the actions of Seller or Buyer, as the case may be, to a real estate commission or other fee resulting from the execution of this Agreement or the transaction contemplated hereby. Seller and Buyer hereby agree to indemnify, defend and hold each other harmless from and against any and all costs, damages and expenses (including attorneys' fees) resulting directly or indirectly from any such claim arising out of the actions or contact with Seller or Buyer, as the case may be. Broker(s) hereby agree to execute and deliver at Closing a release and waiver of lien in a form approved by the Title Company. This paragraph shall survive the Closing.

14. **Disclaimer.** Buyer and Seller acknowledge that they have not relied upon any advice, representations or statements of Brokers and waive and shall not assert any claims against Brokers involving the same. Buyer and Seller agree that Brokers shall not be responsible to advise Buyer and Seller on any matter, including but not limited to the following: any matter which could have been revealed through a survey, title search or inspection of the Property; the condition of the Property, any portion thereof, or any item therein; building products and construction techniques; the necessity or cost of any repairs to the Property; hazardous or toxic materials; termites and other wood destroying organisms; the tax or legal consequences of this transaction; the availability of utilities; the appraised or future value of the Property; any condition(s) existing off the Property which may affect the Property; the terms, conditions and availability of financing; and the uses and zoning of the Property whether permitted or proposed. Buyer and Seller acknowledge that Brokers are not experts with respect to the above matters and that, if any of these matters or any other matters are of concern to them, they shall seek independent expert advice relative thereto. Buyer further acknowledges that in every community there are conditions which different buyers may find objectionable. Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off site conditions which could affect the Property.

15. **Destruction of Property Prior to Closing.** If the Property is destroyed or substantially destroyed prior to Closing, Seller shall give Buyer prompt notice thereof, which notice shall include Seller's reasonable estimate of: (1) the cost to restore and repair the damage; (2) the amount of insurance proceeds, if any, available for the same; and (3) whether the damage will be repaired prior to Closing. Upon notice to Seller, Buyer may terminate this Agreement within seven days of receiving such notice from Seller. If Buyer does not terminate this Agreement, Buyer shall be deemed to have accepted the Property with the damage and shall receive at Closing (1) any insurance proceeds which have been paid to Seller but not yet spent to repair the damage, and (2) an assignment of all unpaid insurance proceeds on the claim.

16. **Other Provisions.**

**A. Exhibits, Binding Effect, Entire Agreement, Modification and Assignment.** All exhibits attached hereto are hereby incorporated herein. This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and permitted assigns. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification or assignment of this Agreement shall be binding unless signed by all parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement.

- B. **Survival of Agreement.** All conditions or stipulations not fulfilled at time of Closing shall survive the Closing until such time as the conditions or stipulations are fulfilled. Notwithstanding the above, the representations and warranties made in Exhibit "D" shall survive the Closing for a period of 365 days from the date of Closing.
- C. **Governing Law.** This Agreement may be signed in multiple counterparts, is intended as a contract for the purchase and sale of real property and shall be interpreted in accordance with the laws of the State of Mississippi.
- D. **Time of Essence.** Time is of the essence of this Agreement.
- E. **Terminology and Interpretation:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa, and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate. This Agreement shall not be construed more strictly against one party than against the other, it being acknowledged by the parties that each has contributed substantially to the preparation of this Agreement.
- F. **Responsibility to Cooperate:** All parties agree to timely take such actions and produce, execute, and/or deliver such information and documentation as is reasonably necessary to carry out the responsibilities and obligations of this Agreement.
- G. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all such counterparts shall constitute one agreement.
- H. **Notices.** Except as otherwise provided herein, all notices, including offers, counteroffers, acceptances, amendments and demands, required or permitted hereunder shall be in writing and delivered to the party at the address set forth below (or such other address as the party may provide in writing) either: (1) in person, (2) by an overnight delivery service, prepaid, (3) by facsimile transmission (FAX) (provided that an original of the notice shall be promptly sent thereafter if so requested by the party receiving the same) or (4) by the United States Postal Service, postage prepaid, registered or certified return receipt requested. Notice shall be deemed to have been given as of the date and time it is actually received. Notwithstanding the above, notice by FAX shall be deemed to have been given as of the date and time it is transmitted if the sending FAX produces a written confirmation with the date, time and telephone number to which the notice was sent. Receipt of notice by the Broker representing a party as a client shall be deemed to be notice to that party for all purposes herein.

Buyer's address: \_\_\_\_\_ Seller's address: 3209 North West Street, Jackson MS 39216

FAX #: \_\_\_\_\_ Email: [uucj@outlook.com](mailto:uucj@outlook.com) PH: 601.982.5919:

I. **Remedies.** In the event of a breach of this Agreement, the non-breaching party may pursue all remedies available at law or in equity except where the parties have agreed to arbitrate. Notwithstanding the above, if Buyer breaches Buyer's obligations or warranties herein Seller shall have the option to request that Holder pay the Earnest Money to Seller, which if disbursed to Seller by Holder shall constitute liquidated damages in full settlement of all claims by Seller. Such liquidated damages are agreed to by the parties not to be a penalty and to be a good faith estimate of Seller's actual damages, which damages are difficult to ascertain.

17. **Time Limit of Offer.** This instrument shall be open for acceptance until \_\_\_\_\_ o'clock \_\_\_\_\_ m. on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

18. **Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph, said exhibit or addendum shall control:

- Exhibit "A" Legal Description
- Exhibit "B" Due Diligence Materials
- Exhibit "C" Addition to Seller's Closing Documents
- Exhibit "D" Seller's Warranties and Representations
- Exhibit "E" Commercial Lease

19. **Special Stipulations.** The following Special Stipulations, if conflicting with any exhibit or preceding paragraph, shall control.

**RENTAL CREDIT AGAINST PURCHASE PRICE AT CLOSING**

Months 1-6	\$1,500.00 per month	=	\$9,000.00
Months 7-12	\$750.00 per month	=	\$4,500.00
Months 13-24	\$-0-	=	\$ -0-
Security Deposit		=	\$1,000.00
Earnest Money Deposit		=	\$1,000.00
Total credit to purchase price at closing		=	\$15,500.00

This Agreement for Purchase and Sale is in conjunction with the lease agreement of the same date and is attached to this Agreement as Exhibit E.

(Mark box if additional pages are attached.)

Selling Broker **Broker or Broker's Affiliated Licensee**  
By: Print or Type Name: NA \_\_\_\_\_  
Bus. Phone: \_\_\_\_\_ FAX # \_\_\_\_\_

Buyer's Signature: \_\_\_\_\_  
Print or Type Name: SS/FEW

Buyer's Signature: \_\_\_\_\_  
Print or Type Name: SS/FEI#

Listing Broker  
Lane-Harkins Commercial Real Estate, Inc.

Seller's Signature: \_\_\_\_\_  
Print or Type Name: \_\_\_\_\_

Broker or Broker's Affiliated Licensee  
Michael S. Flannes, CCIM

Seller's Signature: \_\_\_\_\_  
Print or Type Name: \_\_\_\_\_

Bus. Phone: 601-! 932-4663

FAX # 601932-9270

**Acceptance Date**

The above proposition is hereby accepted, \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_.

**Binding Agreement Date**

This instrument shall become a binding agreement on the date ("Binding Agreement Date") when notice of the acceptance of this Agreement has been received by buyer.. The Seller shall promptly notify Buyer when acceptance has been received.

**Exhibit A**  
**Legal Description**

Lot 2 and 3 Block C Broadmoor Subdivision Part One, City of Jackson,  
Hinds County, Mississippi

**Exhibit B**

None

**Exhibit C**

None

**Exhibit D**

None

**Exhibit E**

Lease Agreement