



IT IS ORDERED as set forth below:

Date: May 3, 2019

Wendy L. Hagenau

Wendy L. Hagenau
U.S. Bankruptcy Court Judge

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

IN RE:	:	
2671 CENTERVILLE HWY LLC	:	CASE NUMBER: 18-71822wlh
Debtor	:	CHAPTER 11

**ORDER APPROVING SALE
TO DEVITRIE RAMJHATTAN AND ROHIT RAMJHATTAN
AND APPROVING BACK-UP SALE
TO SHOPES AT CENTERVILLE HIGHWAY, LLC**

This matter came before the Court for hearing on April 25, 2019, upon the Debtor’s Emergency Motion to Approve Sale of Real Property and to Allow Competing Bids [Doc. 90] (the “Motion to Sell”), by which Debtor seeks approval to sell, free and clear of all liens, encumbrances, and interests, certain real property owned by Debtors commonly known as 2671 Centerville Highway, Snellville, GA (the “Real Property”). The rulings of the Court at the hearing are incorporated herein. Should this Order be appealed, the Court reserves the right to supplement it consistent with the Court’s oral findings and rulings.

The Court entered an Order on February 26, 2019 [Doc. 63] granting the Debtor's Motion to Sell Real Property via Online Commercial Auction ("Auction Order"). Pursuant to the Order, the auction of the Debtor's only asset was conducted on February 27, 2019 at which Devitrie Ramjhattan and Rohit Ramjhattan (the "Ramjhattans") were the successful bidders. The Ramjhattans and the Debtor then entered into a Purchase and Sale Agreement with Joint Closing Instructions ("PSA") dated March 11, 2019 in the amount of \$1,375,000 plus a buyer's premium of \$68,750 for an effective offer of \$1,443,750 ("Ramjhattan Offer"). The PSA required the Debtor to obtain approval of the sale within 30 days. The Motion to Sell eventually followed. Shopes at Centerville Highway, LLC ("Shopes"), the first priority lender on the Real Property which did not participate in the auction, sought to enjoin the sale to the Ramjhattans in Adversary Proceeding 19-05178-wlh. The Court denied the request for temporary restraining order and preliminary injunction by Order dated April 17, 2019. By the date of the hearing on the Motion to Sell, Shopes had also offered the Debtor a PSA in the amount of \$1,405,000 plus a buyer's premium of \$70,250 for an effective offer of \$1,475,250 (the "Shopes Offer"). For purposes of the hearing, Shopes and the Debtor stipulated that Shopes' claim was in the amount of \$1,025,000, although Shopes is actually claiming \$1,088,000. The Debtor has objected to the Shopes' claim.

The Debtor contended the Shopes' offer was a higher and better offer and resulted in the payment of all claims in full and resolved Shopes' disputed claim and asked the court to consider the Shopes' bid. The Ramjhattan's objected to consideration of competing offers not presented during the auction. After consideration of the arguments of the parties and the evidence presented as to the amount of the offers and the claims and expenses to be paid, the Court ruled the Ramjhattan's PSA was not yet final since it was not approved by the Court as required by the PSA and that competing offers should be considered. Both Shopes and the Ramjhattan's placed additional bids on the property. The Court determined that a bid of \$1,550,000 made by the Ramjhattan's ("Second Ramjhattan's Offer") would pay all creditors in full including the disputed amount claimed by Shopes. This offer includes the buyer's premium to be paid to Ten-X in the amount of \$73,810. Both the Ten-X commission and the Listing Broker commission are calculated on the base offer of \$1,476,190. Shopes agreed to the same amount and offered to increase the bid further to \$1,600,000 which would provide funds to the principal of the Debtor.

The Court declined to consider this offer under the circumstances of this case and for the reasons stated on the record, including that any bidding over and above the Second Ramjhattan Offer would have exceeded the amount necessary to pay creditors of the estate, including Shopes, with the excess merely benefitting Debtor's principal, who, together with Shopes, the Court found contributed to the Debtor's failure to pursue the approval and closing of the Ramjhattan Offer. Shopes then agreed to be a Back Up bidder in the amount of \$462,000 plus satisfaction of all Shopes' claims ("Shopes Back Up Offer"). The Ten-X commission and the Listing Broker commission remain the same as in the Second Ramjhattan Offer.

The Ramjhattans are arm's length purchasers, having no relation to the Debtor, its members, officers, or employees and have acted in good faith throughout the auction and sale process.

Shopes is an arm's length purchaser, having no relation to the Debtor, its members, officers, or employees other than the fact that it is the sole secured creditor of the estate.

Debtor's Motion to Sell was filed pursuant to 11 U.S.C. § 363(b) and (f) and seeks authority to sell free and clear of liens, with liens to transfer from the Real Property to the proceeds of the Sale at closing. To the extent the Real Property is encumbered by liens, the aggregate value of all such liens is less than the proposed sale price. Accordingly, 11 U.S.C. § 363(f)(3) has been satisfied.

For reasons set forth in the Sale Motion and on the record at the Sale Hearing, it is hereby **ORDERED AND ADJUDGED** as follows:

1. Debtor represented that notice of the Sale Motion was proper. The Ramjhattans objected to the Debtor's considering additional bids.
2. The Court finds that due and proper notice was given to all parties in interest.
3. All objections to the sale not addressed herein are hereby overruled or withdrawn.
4. The Court finds that the Ramjhattans are good faith purchasers and are entitled to the protections of 11 USC §363(m).

5. The Ramjhattans participated in the initial auction, followed the appropriate rules and created the original value at the auction.
6. The Second Ramjhattan Offer represents the highest and best offer to the estate and the Court recognizes the Ramjhattans' initial efforts creating value for the estate.
7. The Court approves the Second Ramjhattan Offer on the same terms and conditions of the PSA submitted previously by the Ramjhattans (attached hereto as Exhibit A) with the following changes and subject to the provisions of this Order:
 - a. Paragraph 1(C) Key Terms (Purchase Price): The amount shall be \$1,550,000¹ (which equals Buyer's offer price of \$1,476,195.00 plus a Ten-X Transaction Fee of \$73,805.00).
 - b. Paragraph 1(D) Key Terms (Earnest Money Deposit): The amount shall be increased to \$155,000.00 payable upon entry of this Order.
 - c. Paragraph 1(F) Key Terms (Closing Date): Closing to occur on or before four (4) business days after the entry of this Order is final and non-appealable; provided, however, that in the event that the Closing cannot timely occur due to events outside the reasonable control of the parties, the Closing Date may be extended up to 45 days by express agreement of the Debtor and the Ramjhattans. The Court may extend the closing date.
 - d. Paragraph 6(B): Closing Agent shall pay Franklin Street Real Estate Services, LLC ("Listing Broker") a commission equal to the greater of \$47,976.33 or 3.25% of the Buyer's Offer Price.
8. On or before, April 26, 2019, the Debtor shall file a Motion to assume and assign the existing leases. This Order is not conditioned upon entry of an Order Approving the Debtor's Assumption and Assignment of the existing leases to Ramjhattan.
9. The Ramajhattans may withdraw the Second Ramjhattan Offer without penalty and receive a full refund of the Earnest Money Deposit if the Court does not enter an

¹ Debtor's objection to the Shopes proof of claim remains pending. At the hearing on April 25, 2019, Shopes stated that its claim, including attorney fees through April 30, 2019 was \$1,088,000.00. For the sole purpose of its credit bid, Shopes, in its PSA, stipulated to a claim amount of \$1,025,000.00 leaving a disputed amount of \$63,000.00. The Second Ranjhattan Offer includes an amount calculated to pay the full amount of the Shopes claim, including the disputed amount. If and to the extent the allowed amount of the Shopes claim is determined by the Court to be less than \$1,088,000.00, the Debtor shall promptly refund the amount of such reduction (up to a maximum of \$75,000) to Devitrie Ramjhattan and Rohit Ramjhattan. Any such refund shall have no effect on any commissions or transaction fees otherwise due in connection with the transaction.

Order assuming and assigning the leases of the existing tenants to the Ramjhattans by May 8, 2019 (the “Lease Assumption and Assignment Order”).

10. The relief requested in the Sale Motion is GRANTED and the sale of the Real Property by the Debtor free and clear of all liens, claims, encumbrances, and interests is hereby **APPROVED**.
11. The Debtor and the Ramjhattans shall close the sale of the Real Property as soon as possible, but in no event later than four business days after this Order is final and non-appealable (the “Closing Date”); provided that if the Closing Date is on a Saturday, Sunday, or legal holiday, then the Closing Date shall be the next day that is not a Saturday, Sunday, or legal holiday. Further provided, that the Closing Date may be extended up to 45 days if the Debtor and the Ramjhattans agree in writing to extend the Closing Date due to events outside their reasonable control or the Court may order an extension of the Closing Date for any period the Court deems appropriate. The Debtor, the Ramjhattans and all other necessary parties shall cooperate fully and take all reasonable and necessary steps to ensure a timely closing. Any party subject to the jurisdiction of the Court that interferes with or delays a timely closing shall be subject to sanctions.
12. The Shopes Back Up Offer is hereby **APPROVED** as a back-up offer on the terms and conditions of the PSA attached hereto as Exhibit B.
13. In the event the closing of the Second Ramjhattan Offer does not occur as set forth herein and the Closing Date is not extended, the Debtor shall send written notice by e-mail (the “Notice”) to the Ramjhattans and their bankruptcy counsel of the failure to close, the termination of the PSA, and Debtor’s intent to close the Shopes Back Up Offer with a copy to Shopes and its bankruptcy counsel. The Shopes Back Up Offer shall close no later than five (5) days after the Notice is e-mailed.
14. Upon Closing, all liens, claims, encumbrances, and interests on the Real Property shall be deemed divested, released and terminated.
15. In addition to satisfying the Closing Instructions set forth in the PSA and other obligations in the PSA, the Closing Agent shall pay at Closing (i) all outstanding real estate taxes, including any prorated amounts due for the current tax year; (ii) all Closing Costs including, without limitation, Buyer’s Premium and Listing Broker’s

commission; provided, however, that such closing costs shall not include any professional fees; and (iii) to Debtor's counsel the balance of the Purchase Price and any other funds remaining after Closing to be held in escrow pending further order of the Court.

16. At Closing, Shopes shall cancel any and all security deeds and other lien instruments affecting the Real Property and any other of Debtor's property securing Shopes' debt.
17. Notwithstanding the provisions of 11 U.S.C. § 349, the sale of the Real Property under 11 U.S.C. § 363(f) shall remain binding and effective upon any dismissal of Debtor's instant bankruptcy case.
18. The parties announced at the hearing, with their clients present that the provisions of Rule 6004(h) are waived and upon entry of this Order, it shall be immediately deemed to be a final order. Shopes has subsequently instructed its counsel not to consent to this order, but, the Court finds good cause exists to waive the provisions of Rule 6004(h) and deem this Order a final order.
19. The parties announced at the hearing with their clients present that Shopes and the Ramjhattans irrevocably and expressly waive any right to appeal or otherwise stay this Order. Shopes has subsequently instructed its counsel not to consent to this Order.
20. If and to the extent that there are any inconsistencies between this Order and the PSA attached hereto as Exhibit A, the provisions of this Order shall control.

(END OF DOCUMENT – SIGNATURES ON FOLLOWING PAGE)

Prepared and Approved as to Form as revised by Court by:

/s/ IAN M. FALCONE

Ian M. Falcone
Georgia Bar No. 254470
Attorney for Debtor
THE FALCONE LAW FIRM, P.C.
363 Lawrence Street
Marietta, GA 30060
(770) 426-9359
imf@falconefirm.com

Reviewed and Approved as to Form by:

/s/WILL ROUNTREE

Will Rountree
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Attorney for Westmoore Lending Partners
III/Shopes at Centerville Highway, LLC
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Reviewed and Approved as to Form by:

/s/ Paul G. Durdaller

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Reviewed and Approved as to Form by:

/s/ J. HAYDEN KEPNER, JR.

J. Hayden Kepner, Jr.
Georgia Bar No. 416616
Attorney for Divitrie Ramjhattan and
Rohit Ramjhattan
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Atlanta, GA 30327
(404) 893-3880
hkepner@swlawfirm.com

EXHIBIT A
Purchase and Sale Agreement with Joint Closing Instructions
with Divitrie Ramjhattan and Rohit Ramjhattan



February 27, 2019

Congratulations! We would like to take this time to introduce you to the process and what happens next. Below you will find 3 easy steps, in addition to some information that we need you to complete.

3 Easy Next Steps

1. A Ten-X representative attempted to contact you today or has spoken to you regarding the process and will follow up with you to assist you in signing the contract package in DocuSign as necessary.
2. Please do not delay, submit your Earnest Money Deposit. The wire instructions for your assigned escrow company are located on page 2 of this electronic package.
3. Send confirmation of your wire transfer to CREContracts_Midwest-SE@Ten-X.com

Please be on notice that the Participation Terms remain in full force and effect.

If you have questions about the status of your transaction, please reference the contact sheet below reflecting the individuals directly involved in this sale:

Escrow Office: Novare NSS, a division of Fidelity National Title **Ten-X.com**
 320 Commerce Street, Suite 150
 Irvine, CA, 92602
 714-352-4088

Contracts Dept.: Valorie Valenzuela
 Contracts Department Seller Contact
 15295 Alton Parkway
 Irvine, CA 92618
 949-790-6411
Vvalenzuela@Ten-X.com

IMPORTANT CONTACT INFORMATION:			
Live Bid Event:	B-259	Item Number:	KQ170
Property Name:	Atlanta MSA Shopping Center (25,771 VPD)		
Property Address:	2671 Centerville Hwy, Snellville, GA 30078		

Buyer:	Devitrie Ramjhattan and Rohit Ramjhattan, as individuals		
Buyer's Address:	1785 Angus Lee Dr , Lawrenceville, Georgia 30045		
Buyer's Phone:	(678)778-9773	Email:	lovenadr@bellsouth.net
Buyer's Designated Rep.:	None		
Phone:		Email:	

Buyer's Counsel:	None		
Phone:		Email:	

Buyer's Broker Firm:			
Buyer's Broker of Record:			
Buyer's Broker Phone:		Email:	
Buyer's Agent (Main Brokerage contact):	None		
Buyer's Agent Phone:		Email:	

Seller Name:	2671 Centerville Hwy LLC		
Listing Broker Company:	Franklin Street Real Estate	Franklin Street Real Estate	
Listing Broker Rep:	Todd Mitchell	Bryan Belk	
Phone:	404-832-1250442	404-832-1250	
Email:	todd.mitchell@franklinst.com	bryan.belk@franklinst.com	

Seller's Point of Contact:	Sabi Varon		
Phone:	770-730-1707	Email:	sabivaron@highlandfinancialgrp.com

Ten-X.Com Rep:	Brian Gonzalez		
Phone:	305-509-6143		
Email:	bgonzalez@ten-x.com		

We are looking forward to a smooth and successful closing. If there is anything that *Ten-X.com* can do to be of further help please feel free to contact us at any time.

Sincerely, *Ten-X.com*



!!!!!!IMPORTANT! IMPORTANT! IMPORTANT!!!!!!

PLEASE BE SURE YOU ARE WIRING FUNDS TO THE CORRECT BANK AND ACCOUNT NUMBER BASED ON THE STATE THAT THE PROPERTY YOU ARE PURCHASING IS LOCATED!!!!

WIRE TRANSFER INSTRUCTIONS

BANK NAME AND ADDRESS: Wells Fargo Bank, N.A. 464 California Street, San Francisco, CA 94104
ABA/ROUTING NO.: 121000248
ACCOUNT NAME: ADDRESS: Novare National Settlement Service
 320 Commerce #150, Irvine, CA 92602
 See chart below (based on property state)

PROPERTY STATE:	ACCOUNT NUMBER:
ARIZONA	481905 3665
FLORIDA	441005 3681
OHIO	633229 1698
TEXAS	412005 3673
VIRGINIA	621005 3699
ALABAMA, ALASKA, ARKANSAS, CONNECTICUT, IDAHO, MASSACHUSETTS, NEW MEXICO, NEVADA, OREGON, SOUTH DAKOTA, UTAH, & WYOMING	441005 3657
ALL OTHER STATES (except CA & MD)	412005 3432

CALIFORNIA WIRE TRANSFER INSTRUCTIONS

BANK NAME AND ADDRESS: City National Bank 525 South Flower Street, Los Angeles, CA 90071
ABA/ROUTING NO.: 122016066
ACCOUNT NAME: Novare National Settlement Service
ACCOUNT NUMBER: ~~30510~~8310

MARYLAND WIRE TRANSFER INSTRUCTIONS

BANK NAME AND ADDRESS: Bank of America 1850 Gateway Blvd. Concord, CA 94520
ABA/ROUTING NO.: 026009593
ACCOUNT NAME: ACCOUNT NUMBER: Novare National Settlement Service, LLC
~~9532300~~8998

Please include the buyer's name and property address when wiring funds. If you need to call to verify wiring instructions, please contact Novare at 714-352-4088 and ask for Mindi Powers.

DB
LR

Buyer: Devitrie Ramjhattan and Rohit Ramjhattan, as individuals
 KQ170 2671 Centerville Hwy, Snellville, GA 30078

ELECTRONIC/ACH TRANSFERS WILL NOT BE ACCEPTED. FUNDS MUST BE WIRED. FAILURE TO WIRE FUNDS MAY DELAY THE CLOSING.

ITEM NO. KQ170

THIRD PARTY INTEREST ADDENDUM

Seller: 2671 CENTERVILLE HWY, LLC

Buyer: Devitrie Ramjhattan and Rohit Ramjhattan, as individuals

Property Address: 2671 Centerville Hwy, Snellville, GA 30078

This Third Party Interest Addendum ("Addendum"), dated effective as of 3/11/2019, amends and supplements that certain purchase and sale agreement ("Agreement") between Buyer and Seller for the purchase and sale of the real property identified above. If there is a conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall control. Any capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

1. THIRD PARTY INTEREST. The transaction contemplated by the Agreement is subject to, and contingent upon, waiver or termination of the applicable third party interest checked below ("Third Party Interest") on or before the Closing Date:

- Right of First Refusal:** A right of first refusal held by _____ to purchase the Property pursuant to the terms of an agreement with Seller entered into prior to the Agreement effective date.
- Court Approval:** A court approving the sale of the Property pursuant to the Agreement.
- Lender Approval:** Seller's lender approving the sale of the Property pursuant to the Agreement.
- Other:** _____

In the event the holder of a Third Party Interest exercises its right to purchase or reject the sale of the Property, Seller shall immediately notify Buyer in writing, and the Agreement shall automatically terminate. Upon such termination, closing agent shall return the earnest money deposit to Buyer, and Seller shall be solely responsible for all cancellation fees of closing agent and title insurance company.

SELLER:
2671 CENTERVILLE HWY, LLC

BUYER:
Devitrie Ramjhattan and Rohit Ramjhattan, as individuals

DocuSigned by:
Sabi Varon
Printed Name: Sabi Varon
Title (if applicable): Owner

Printed Name: _____
Title (if applicable): _____

Dated: 3/11/2019

DocuSigned by:
Devitrie Ramjhattan
Printed Name: Devitrie Ramjhattan
Title (if applicable): _____

DocuSigned by:
Rohit Ramjhattan
Printed Name: Rohit Ramjhattan
Title (if applicable): _____

Dated: 3/8/2019 3/8/2019

ITEM NO. KQ170

PURCHASE AND SALE AGREEMENT WITH JOINT CLOSING INSTRUCTIONS

Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, in accordance with the terms of this Purchase and Sale Agreement with Joint Closing Instructions ("Agreement"). This Agreement is effective as of the date Seller signs this Agreement ("Effective Date").

1. KEY TERMS.

- (A) **Seller:** 2671 CENTERVILLE HWY, LLC
phone number: 770-730-1707 **email address:** sabivaron@highlandfinancialgrp.com
mailing address: 3500 Lenox Road, Suite 1500, Atlanta, GA, 30326
- (B) **Buyer:** Devitrie Ramjhattan and Rohit Ramjhattan, as individuals
phone number: (678)778-9773 **email address:** lovenadr@bellsouth.net
mailing address: 1785 Angus Lee Dr., Lawrenceville, Georgia 30045
- (C) **Purchase Price:** \$ 1,443,750.00 (which equals Buyer's offer price of \$ 1,375,000.00 plus a Ten-X Transaction Fee of \$ 68,750.00).
- (D) **Earnest Money Deposit:** \$ 144,375.00 (if blank, then 10% of the Purchase Price, but no less than \$50,000 or more than \$1,000,000).
- (E) **Property: Address:** 2671 Centerville Hwy, Snellville, GA 30078 as legally described on Exhibit A, including all permanent improvements thereon (but excluding any personal property unless specifically identified by addendum or amendment to this Agreement).
- (F) **Closing Date:** _____ (if blank, then (i) 30 calendar days after the Effective Date, or (ii) 60 calendar days after the Effective Date if, within 5 days after the Effective Date, Buyer obtains and sends to Seller and Closing Agent a copy of a signed letter of intent or other similar proposal for permanent financing for the Property from a lender referred by Ten-X Finance). If the Closing Date falls on a weekend or a state or federally recognized holiday, the Closing Date shall be the next business day.
- (G) **Closing Agent:** Novare NSS, a division of Fidelity National Title **contact:** _____
address: 320 Commerce Street, Suite 150 Irvine, CA, 92602 **phone number:** 714-352-4088
email address: _____
- (H) **Title Insurance Company:** Novare NSS, a division of Fidelity National Title
- (I) **Closing Cost Allocations:** As described in the Section below entitled "Closing Cost Allocations".

2. EARNEST MONEY DEPOSIT. Buyer must deposit the Earnest Money Deposit with Closing Agent on or before 5:00 PM in the time zone where the Property is located on the first business day after Seller countersigns this Agreement. The Earnest Money Deposit is non-refundable except as set forth in this Agreement, and may be applied towards the amounts payable by Buyer under this Agreement. The escrow ("Escrow") for the purchase of the Property shall be opened upon Closing Agent's receipt of the Earnest Money Deposit and a fully-signed copy of this Agreement.

3. CLOSING. The transactions contemplated by this Agreement shall be consummated ("Close" or "Closing") on or before the Closing Date. Any extension of the Closing Date requested by Buyer may be granted or denied by Seller in Seller's sole and absolute discretion, and Seller will charge Buyer an extension fee of at least \$1,000 per day for any such extension. Any such extension fee will be non-refundable and not constitute a credit towards the Purchase Price.

4. CLOSING DELIVERIES.

- (A) **Seller's Deliveries.** On or before the Closing Date, Seller shall deliver the following to Closing Agent ("Seller's Deliveries"):
- (i) The transfer deed warranting against title defects arising by, through or under Seller (in the form customarily used for similar transactions in the state where the Property is located) ("Deed") signed by Seller and acknowledged in accordance with the laws of the state in which the Property is located.
 - (ii) A Non-Foreign Transferor Declaration signed by Seller, or evidence reasonably acceptable to Closing Agent and Buyer that Seller is exempt from the withholding requirements of the Foreign Investment in Real Property Tax Act (FIRPTA), Internal Revenue Code Section 1445.
 - (iii) A counterpart of the "Settlement Statement" (defined below) signed by Seller.
 - (iv) A counterpart of the assignment and assumption of leases and contracts substantially in the form attached as Exhibit B ("Assignment of Leases and Contracts") signed by Seller.

(v) Any and all other instruments reasonably required by Closing Agent or otherwise necessary to Close the transactions contemplated by this Agreement.

(B) Buyer's Deliveries. On or before the Closing Date, Buyer shall deliver the following to Closing Agent ("Buyer's Deliveries"):

- (i) An amount in immediately available "good funds" equal to the Purchase Price, plus Buyer's share of closing costs, prorations and expenses as set forth in this Agreement.
- (ii) A counterpart of the Settlement Statement signed by Buyer.
- (iii) A counterpart of the Assignment of Leases and Contracts signed by Buyer.
- (iv) Any and all other instruments reasonably required by Closing Agent or otherwise necessary to Close the transactions contemplated by this Agreement.

5. CONDITIONS PRECEDENT TO CLOSING.

(A) Seller's Conditions. Seller's obligation to Close is conditioned upon the following:

- (i) All representations and warranties of Buyer in this Agreement shall be true in all material respects as of the Closing Date.
- (ii) Buyer shall have performed in all material respects all covenants and obligations required to be performed by Buyer on or before the Closing Date.

(B) Buyer's Conditions. Buyer's obligation to Close is conditioned upon the following:

- (i) All representations and warranties of Seller in this Agreement shall be true in all material respects as of the Closing Date.
- (ii) Seller shall have performed in all material respects all covenants and obligations required to be performed by Seller on or before the Closing Date.
- (iii) Title Insurance Company is irrevocably committed to issue to Buyer an owner's title insurance policy covering the Property with standard coverage customary in the state where the Property is located, showing liability in the amount of the Purchase Price and showing insurable title to the Property vested in Buyer, subject only to the following: (a) Title Insurance Company's standard exceptions; (b) liens for all current general and special real property taxes and assessments not yet due and payable; (c) liens of supplemental taxes, if any assessed; (d) any facts not shown by public records that an accurate survey and/or a personal inspection of the Property would have disclosed; (e) the mortgage/deed of trust/deed to secure debt lien in connection with any Buyer financing; (f) any laws, regulations, or ordinances regarding the use, occupancy, subdivision, or improvement of the Property, or the effect of any non-compliance with or any violation thereof; (g) rights of existing tenants and/or occupants of the Property, if any; (h) covenants, restrictions, easements, and other matters that do not materially impair the value or use of the Property; (i) non-monetary encumbrances disclosed to Buyer in writing prior to entering into this Agreement; and (j) any other matter for which Title Insurance Company agrees to provide insurance at no additional cost to Buyer.

(C) Duty to Cooperate in Good Faith to Resolve. Despite anything to the contrary in this Section, if either party learns that a closing condition relating to representations and warranties is unlikely to be satisfied, such party shall promptly notify the other party, and both parties shall cooperate in good faith to fairly and promptly resolve the matter, and the party whose closing condition was not satisfied shall not be relieved of its obligation to Close unless (i) the other party fails to cooperate in good faith, (ii) fair and prompt resolution is not reached after the parties have cooperated in good faith, or (iii) fair and prompt resolution of the matter on or before the Closing Date would be impracticable.

(D) Waiver of Conditions. Either party may waive its respective closing conditions in its sole discretion. By proceeding to Closing, each party waives its respective closing conditions and irrevocably releases the other party from any liability arising from any facts known by such waiving party that would otherwise have resulted in a failure of a closing condition.

6. CLOSING INSTRUCTIONS TO CLOSING AGENT. At Closing, Closing Agent is irrevocably instructed to do the following:

- (A) Record the Deed.
- (B) Pay all fees, costs, deed and transfer taxes for the sale of the Property which are required to be paid by Seller and Buyer under this Agreement, the portion of any fees charged by Closing Agent which are payable by Seller and Buyer (if any) and other expenses relating to the sale of the Property which are required to be paid by Seller and Buyer.
- (C) Pay to Seller the balance of the Purchase Price and any other funds remaining after Closing.

7. COSTS AND PRORATIONS.

- (A) **Pre-Closing Costs.** Buyer and Seller acknowledge that Closing Agent may incur certain costs while processing this transaction which must be paid prior to Closing. Closing Agent is authorized and instructed to release funds for payment of such costs prior to Closing from funds deposited into Escrow by Buyer. Such funds are not refundable and Closing Agent is released from any liability for payment of any such funds pre-released through the Escrow. Closing Agent is authorized to charge the appropriate party for costs incurred, or credit the appropriate party for credits, as applicable at Closing or upon termination of this Agreement.
- (B) **Prorations.** Closing Agent shall prorate as of the date of Closing (i) all real property taxes, assessments, utilities and other operating expenses customarily apportioned in similar situations ("Property Expenses"), and (ii) all rents and other income actually received and customarily apportioned in similar situations ("Property Income"), in each case based on the number of calendar days in the applicable period and in accordance with local customs. Despite anything to the contrary in this Agreement, insurance premiums will not be prorated, and Seller may cancel any existing insurance on the Property after Closing. If either party receives Property Income or a refund of Property Expenses attributable, in whole or in part, to the other party's period of ownership, the party that received such Property Income or refund shall immediately submit to the other party the portion attributable to such other party's period of ownership. Except as set forth in this Agreement, Seller shall not be responsible for any Property Expenses accruing after Closing. This paragraph shall survive Closing indefinitely.
- (C) **Closing Costs.** Seller and Buyer shall pay closing costs as described in the Closing Cost Allocations (and Closing Agent is authorized to (i) pay Seller's costs from Seller's proceeds, and (ii) pay Buyer's costs from funds deposited into Escrow by Buyer).
- (D) **Settlement Statement.** On or before the third business day prior to Closing, Closing Agent shall prepare and deliver to Seller and Buyer a settlement statement setting forth the prorations and cost allocations set forth in this Agreement ("Settlement Statement").

8. TERMINATION AND CANCELLATION OF ESCROW.

- (A) **Termination Resulting from Breach.** If Closing does not or cannot occur on or before the Closing Date due to a breach of this Agreement by Buyer or Seller, then the non-breaching party may terminate this Agreement and cancel the Escrow by written notice to the breaching party and Closing Agent. If Buyer fails to timely deposit the Earnest Money Deposit, then Seller may immediately terminate this Agreement by written notice to Buyer. Upon any such termination and/or cancellation, the breaching party shall pay all cancellation fees of Closing Agent and Title Insurance Company. If Seller is the breaching party, Closing Agent shall return the Earnest Money Deposit to Buyer, and Buyer shall be entitled to pursue remedies at law or in equity. If Buyer is the breaching party, then the following shall apply:

BUYER AND SELLER AGREE THAT IT WOULD BE EXTREMELY DIFFICULT TO DETERMINE SELLER'S ACTUAL DAMAGES RESULTING FROM A BREACH BY BUYER. IN THE EVENT OF A BREACH BY BUYER, SELLER SHALL BE ENTITLED TO AN AMOUNT EQUAL TO THE EARNEST MONEY DEPOSIT AS LIQUIDATED DAMAGES AND AS SELLER'S EXCLUSIVE REMEDY. BUYER AGREES THAT SUCH AMOUNT IS A REASONABLE PRE-ESTIMATE OF SELLER'S ACTUAL DAMAGES FOR BREACH OF THIS AGREEMENT AND IS NOT A PENALTY. IF CLOSING AGENT IS IN POSSESSION OF THE EARNEST MONEY DEPOSIT, THEN CLOSING AGENT SHALL DELIVER THE EARNEST MONEY DEPOSIT TO SELLER. DESPITE THE FOREGOING, IF APPLICABLE LAW LIMITS THE AMOUNT OF THE LIQUIDATED DAMAGES PAYABLE TO SELLER UPON A BREACH BY BUYER, SELLER SHALL ONLY BE ENTITLED TO THE AMOUNT PERMITTED BY LAW, AND ANY EXCESS SHALL BE PROMPTLY RETURNED TO BUYER.

SELLER'S INITIALS SV

BUYER'S INITIALS DR KK

- (B) **Costs Upon Termination and Cancellation of Escrow.** Except as otherwise set forth in this Section, upon termination of this Agreement and cancellation of Escrow pursuant to this Section, all costs incurred in connection with the transactions contemplated by this Agreement (including, without limitation, payments for loan applications, inspections, appraisals, and other reports) shall be the sole responsibility of the party incurring such costs.
- (C) **Closing Agent Authorization.** If Closing Agent receives a written notice from a party to cancel the Escrow in accordance with this Section 8, and Closing Agent can confirm that the other party also received the notice, Closing Agent is authorized to comply with the notice if Closing Agent does not receive a written objection within 10 calendar days after such other party received the notice.

9. BUYER'S REPRESENTATIONS AND WARRANTIES. Buyer represents and warrants to Seller as follows:

- (A) **Authority.** Buyer has the necessary authority to enter into and perform its obligations under this Agreement. If Buyer is an entity, the natural person signing this Agreement on behalf of Buyer represents and warrants that (i) Buyer is duly formed and in good standing and (ii) the natural person signing on behalf of Buyer has the necessary authority to bind Buyer to this Agreement.

- (B) **Property Condition and Attributes.** Prior to entering into this Agreement, Buyer had the opportunity to conduct Buyer's own due diligence and investigations. Except as expressly set forth in this Agreement, Buyer's obligations under this Agreement are not contingent on any further due diligence and/or investigation. Buyer acknowledges that the square footage of the Property (including the square footage of the lot and any improvements thereon) is deemed approximate and not guaranteed. Buyer acknowledges that except as otherwise expressly set forth in this Agreement or in written disclosures to Buyer signed by Seller, (i) Seller does not make, and expressly disclaims, any representation or warranty, express or implied, regarding the Property, and (ii) Buyer acknowledges and agrees that Seller is selling the Property "As Is, Where Is, With All Faults and Limitations" and Seller shall have no liability for or any obligation to make any repairs or improvements of any kind to the Property.
- (C) **Disclosures.** Prior to entering into this Agreement, Buyer has received (or, to the extent not received, Buyer irrevocably waives) all disclosure documents required to be provided by or on behalf of Seller or Seller's representatives. Reports furnished by or on behalf of Seller shall be for informational purposes only and are not made part of this Agreement unless required under applicable law.
- (D) **Sophisticated Buyer.** Buyer (i) is a sophisticated purchaser, (ii) is capable of evaluating the merits and risks of purchasing the Property, (iii) understands and is able to bear the economic risks of purchasing the Property, including, without limitation, a total loss of investment and/or the risk that Buyer may be required to hold the Property indefinitely.

10. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents and warrants to Buyer as follows:

- (A) **Authority.** Seller has the necessary authority to enter into and perform its obligations under this Agreement. If Seller is an entity, the natural person signing this Agreement on behalf of Seller represents and warrants that (i) Seller is duly formed and in good standing and (ii) the natural person signing on behalf of Seller has the necessary authority to bind Seller to this Agreement.
- (B) **Property Condition and Attributes.** Except as would not be reasonably expected to have a material adverse effect on the value or ongoing business or operation of the Property, the written information regarding the Property provided to Buyer by or on behalf of Seller, taken as a whole (i.e. including any updates or revisions provided, or any disclaimers in any information provided), fairly represents the Property. This paragraph shall not survive Closing.
- (C) **No Violations.** Except as disclosed in writing to Buyer prior to signing this Agreement, Seller's execution and performance of this Agreement will not result in any breach of, conflict with, or result in the creation of any encumbrance upon the Property pursuant to any indenture, mortgage, deed of trust, note, evidence of indebtedness, right of first refusal, right of first offer, or any other agreement or instrument by which Seller is bound with respect to the Property.
- (D) **Leases.** Except for the leases (including any amendments) listed in **Exhibit C ("Leases")**, Seller knows of no other agreement with respect to the occupancy of the Property that will be binding on Buyer after Closing, and to Seller's knowledge, the information on **Exhibit C** and copies of any Leases delivered by Seller to Buyer are true, correct and complete in all material respects. Except as disclosed in writing to Buyer prior to signing this Agreement and except as would not be reasonably expected to have a material adverse effect on the ongoing business or operation of the Property, to Seller's actual knowledge, (i) each of the Leases is in full force and effect; (ii) there are no uncured material defaults under any of the Leases or circumstances which with the giving of notice, the passage of time or both would constitute a material default under any of the Leases; (iii) there are no unsatisfied concessions, abatements, offsets, defenses or other basis for relief or adjustment under any of the Leases; (iv) there is no outstanding obligation to provide any tenant with an allowance to perform any tenant improvements; (v) no tenant has requested in writing a modification of its Lease or a release of any material obligation under its Lease, or has given written notice terminating its Lease, or has been released of any material obligation under its Lease prior to the normal expiration of the term of the Lease; (vi) no tenant is the subject of a bankruptcy or insolvency proceeding; (vii) no guarantor has been released or discharged from any obligation in connection with any Lease; and (viii) all brokerage commissions currently due and payable with respect to the Leases have been paid.
- (E) **No Litigation.** Except as disclosed in writing to Buyer prior to signing this Agreement, there is no pending litigation affecting the Property or that would affect Seller's ability to perform its obligations under this Agreement.
- (F) **No Mechanics' Liens.** Except as disclosed in writing to Buyer prior to signing this Agreement, there are no unsatisfied mechanics' or materialmen's lien rights concerning the Property.

11. SELLER'S COVENANTS.

- (A) **Possession.** At Closing, Seller shall relinquish possession of the Property to Buyer and promptly provide Buyer with all keys, codes and other means of Property access in Seller's possession.
- (B) **Utilities.** Seller shall reasonably cooperate with Buyer prior to Closing to allow Buyer to obtain responsibility for and maintain access to applicable utilities following Closing.

- (C) Operation and Maintenance of Property. Prior to Closing, Seller shall operate and maintain the Property consistent with past practice.
- (D) Leases and Contracts. Prior to Closing, Seller shall not enter into, terminate or amend any Lease or other material agreement with respect to the Property which would encumber or be binding upon the Property from and after Closing, without Buyer's prior written consent, which consent may not be unreasonably withheld, conditioned or delayed.
- (E) No Violations. Prior to Closing, Seller shall comply in all material respects with the terms of the Leases and any other material document or agreement affecting the Property consistent with past practice.
- (F) Notice of Material Changes or Untrue Representations. Prior to Closing, Seller shall promptly notify Buyer if Seller learns of any material change in any condition of the Property or any event or circumstance which makes any representation or warranty of Seller under this Agreement untrue or misleading.

12. DISPUTE RESOLUTION. AT THE REQUEST OF EITHER PARTY TO THIS AGREEMENT, ANY DISPUTE ARISING UNDER THIS AGREEMENT SHALL BE FIRST SUBMITTED TO MEDIATION BEFORE A PARTY INITIATES ARBITRATION OR COURT ACTION. MEDIATION FEES SHALL BE DIVIDED EQUALLY AND EACH PARTY SHALL BEAR HIS/HER/ITS OWN ATTORNEYS' FEES AND COSTS.

BUYER AND SELLER HAVE READ AND UNDERSTAND THE ABOVE PARAGRAPH AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT TO MEDIATION PRIOR TO COMMENCEMENT OF ARBITRATION OR COURT ACTION.

SELLER'S INITIALS SV

BUYER'S INITIALS LR MR

13. MISCELLANEOUS.

- (A) Survival of Representations and Warranties. Except as otherwise set forth in this Agreement, (i) all representations and warranties of Seller and Buyer in this Agreement shall continue through and be deemed remade as of Closing and shall survive Closing for a period of one year, and (ii) no claim for breach of any representation or warranty in this Agreement may be made more than one year after Closing.
- (B) No Assignment or Recording. Buyer may not assign or record all or any part of this Agreement without the express prior written consent of Seller. Despite the foregoing, Buyer may assign this Agreement to any entity wholly owned, directly or indirectly, by Buyer; provided, however, that, in such event, the undersigned Buyer shall remain liable for the obligations of Buyer under this Agreement.
- (C) Casualty and Condemnation. If any material portion of the Property is damaged or taken by eminent domain (or is the subject of a pending taking) prior to Closing, Seller shall notify Buyer promptly after Seller obtains knowledge thereof. Within 10 business days after Buyer receives such written notice (if necessary, the Closing Date shall be extended until one business day after the expiration of such period), Buyer may, at its option, either (i) terminate this Agreement, or (ii) proceed to Closing in accordance with this Agreement. Buyer shall be deemed to have waived its right to terminate this Agreement if Buyer does not notify Seller in writing of its election to terminate this Agreement within such period. Buyer shall not be entitled to any insurance proceeds or obtain any rights with respect to any claims Seller may have with regard to insurance maintained by Seller with respect to the Property. In the event of a taking by eminent domain, Seller shall assign to Buyer at Closing all of Seller's right, title and interest in and to all awards, if any, for such taking.
- (D) Common Interest Development. If the Property is in a common interest development, unless otherwise required by law, Buyer acknowledges that Buyer was provided for review (or, to the extent not provided, Buyer waives any right to review) the declaration of covenants, conditions, restrictions and/or bylaws and other documentation regarding such common interest development and Buyer acknowledges that Buyer has reviewed such documentation to the fullest extent Buyer deems necessary and, by signing this Agreement, Buyer accepts the declaration of covenants, conditions, restrictions and/or bylaws of the common interest community.
- (E) Local Requirements. Some counties, cities, municipalities and other state subdivisions may require a certificate of occupancy, certificate of use or code compliance certificate and/or inspection ("Local Requirement") may be required in order to transfer and/or occupy the Property. If a Local Requirement is required for the Property to be transferred to or occupied by Buyer, Buyer waives such Local Requirements to the extent waivable. To the extent any such Local Requirement is not waivable by Buyer, Buyer shall comply with the Local Requirement at Buyer's sole cost, including, without limitation, the correction of any violations or performance of other work which may be required in connection therewith. Seller makes no representation as to whether a Local Requirement applies. Buyer shall indemnify, defend and hold Seller harmless from and against all fines, penalties, costs, expenses, claims and liabilities arising out of or relating to any Local Requirements. This paragraph shall survive Closing indefinitely.

- (F) **Counterparts, Electronic Signatures, and Complete Agreement.** This Agreement and any addenda or other document necessary for Closing of the transactions contemplated by this Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Facsimile and electronic signatures shall have the same legal effect as original signatures. This Agreement and any addenda or other document necessary for Closing of the transactions contemplated by this Agreement may be accepted, signed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act (E-Sign Act), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act (UETA) and any applicable state law. This Agreement constitutes the entire agreement of Buyer and Seller with respect to the subject matter of this Agreement and supersedes any other instruments purporting to be an agreement of Buyer and Seller relating to that subject matter. No modification of this Agreement will be effective unless it is in writing and signed by both parties.
- (G) **Severability.** If any portion of this Agreement is judicially determined to be invalid or unenforceable, that portion shall be deemed severable from this Agreement and the remainder of this Agreement shall remain in full force and effect and be construed to fulfill the intention of the parties.
- (H) **Time is of the Essence.** Time is of the essence for the performance of each and every covenant under this Agreement and the satisfaction of each and every condition under this Agreement.
- (I) **Governing Law and Venue.** This Agreement shall be interpreted, construed, applied and enforced in accordance with the laws of the state in which the Property is located. The state and federal courts located in the county in which the Property is located shall be proper forums for any legal controversy between the parties arising in connection with this Agreement, which courts shall be the exclusive forums for all such suits, actions or proceedings.
- (J) **Attorneys' Fees.** In any action, proceeding or arbitration arising out of this Agreement, the prevailing party (defined as the party who prevails as to a substantial part of the litigation or claim) shall be entitled to reasonable attorneys' fees and costs.
- (K) **Further Assurances.** The parties agree to execute such other documents, and to take such other actions as may reasonably be necessary, to further the purposes of this Agreement.
- (L) **Notices.** All notices and other communications contemplated under this Agreement shall be in writing and shall be deemed given and received upon receipt if: (i) delivered personally; or (ii) mailed by registered or certified mail return receipt requested, postage prepaid; (iii) sent by a nationally recognized overnight courier; and/or (iv) sent by email. Notice to Buyer and Seller shall be given as set forth on the first page of this Agreement or to such other address or addresses as may from time to time be designated by either party by written notice to the other.
- (M) **Prohibited Persons and Transactions.** Each party represents and warrants to the other that neither it, nor any of its affiliates, nor any of their members, directors or other equity owners (excluding holders of publicly traded shares), and none of their principal officers and employees: (i) is listed as a "specifically designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control ("OFAC"); (ii) is a person or entity with whom U.S. persons or entities are restricted from doing business under OFAC regulations or any other statute or executive order (including the September 24, 2001 "Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"); and (iii) is engaged in prohibited dealings or transactions with any such persons or entities.
- (N) **Brokers.** In connection with the transactions contemplated by this Agreement, Seller is represented by Listing Broker identified on the signature page hereto, Buyer is represented by Buyer's Broker identified on the signature page hereto, Ten-X is acting as the marketing firm and marketplace provider, and Seller and Buyer each represents and warrants that it has not dealt with any other broker, finder or other agent. Seller and Buyer shall each indemnify and hold harmless the other from and against any claims, losses, costs, damages, liabilities or expenses, including reasonable attorneys' fees, arising in connection with any breach by the indemnifying party of the representations and warranties in this paragraph. This paragraph shall survive Closing indefinitely.
- (O) **Form of Agreement.** Buyer and Seller acknowledge that no representation, recommendation or warranty is made by Ten-X or any broker relating to the legal sufficiency or tax consequences of this Agreement or any attachments hereto, and Buyer and Seller each represent and warrant that it has consulted with, had the opportunity to consult with or waived the right to consult with counsel in connection with this Agreement.

DR

DR

14. CLOSING COST ALLOCATIONS.

Closing Costs (as applicable)	Seller Pays	Buyer Pays	50% Seller/ 50% Buyer
Title Search Fee	<input checked="" type="checkbox"/>		
Owner's Title Insurance Policy (Standard Coverage)	<input checked="" type="checkbox"/>		
Additional Title Coverage or Endorsements Requested by Buyer		<input checked="" type="checkbox"/>	
Lender's Title Insurance Policy		<input checked="" type="checkbox"/>	
Closing Agent Fees			<input checked="" type="checkbox"/>
State and/or Local Transfer Taxes			<input checked="" type="checkbox"/>
Credit Reports, Loan Fees, Loan Points, Reports and Inspections Required by Buyer's Lender, Appraisal Fees, Mortgage Notarization and Recording Fees, and All Other Costs In Connection With Buyer's Loan		<input checked="" type="checkbox"/>	
Seller's Loan Prepayment Fees and All Other Costs In Connection With Seller's Existing Loan	<input checked="" type="checkbox"/>		
Deed Notarization and Recording Fees	<input checked="" type="checkbox"/>		
Real Estate Broker/Agent Commissions Due Listing Broker	<input checked="" type="checkbox"/>		
Offered Cooperating Real Estate Broker/Agent Commissions Due Buyer's Broker	<input checked="" type="checkbox"/>		
Additional Real Estate Broker/Agent Commissions Due Buyer's Broker (if Any)		<input checked="" type="checkbox"/>	
Common Interest Development Transfer Fee	<input checked="" type="checkbox"/>		
Common Interest Development Document Preparation Fees		<input checked="" type="checkbox"/>	
Private Transfer Fee	<input checked="" type="checkbox"/>		
Any Reports and Inspections Requested by Buyer		<input checked="" type="checkbox"/>	
Seller's Attorney Fees	<input checked="" type="checkbox"/>		
Buyer's Attorney Fees		<input checked="" type="checkbox"/>	
All Other Closing Costs		<input checked="" type="checkbox"/>	

SELLER'S INITIALS _____

BUYER'S INITIALS _____

15. STATE-SPECIFIC PROVISIONS. See state-specific rider attached hereto and incorporated herein by reference (if applicable).

(Remainder of Page Intentionally Blank)

SELLER:

2671 CENTERVILLE HWY, LLC

BUYER:

Devitrie Ramjhattan and Rohit Ramjhattan, as individuals

DocuSigned by:
Sabi Varon
 Printed Name: Sabi Varon
 Title (if applicable): Owner

Printed Name: _____
 Title (if applicable): _____

Dated: 3/11/2019

(and its permitted assigns under Section 13(B))

DocuSigned by:
Devitrie Ramjhattan
 Printed Name: Devitrie Ramjhattan
 Title (if applicable): _____

DocuSigned by:
Rohit Ramjhattan
 Printed Name: Rohit Ramjhattan
 Title (if applicable): _____

Dated: 3/8/2019 3/8/2019

LISTING BROKER (if any):

Broker Printed Name: Todd Mitchell
 Brokerage Printed Name: Franklin Street Real Estate
 Brokerage License Number: 379051 State: GA

BUYER'S BROKER (if any):

Broker Printed Name: None
 Brokerage Printed Name: _____
 Brokerage License Number: _____ State: _____

(Brokers must be licensed in the state where the Property is located.)

DISCLOSURE AND CONFIRMATION OF AGENCY RELATIONSHIP

Buyer and Seller acknowledge that, unless otherwise set forth in this Agreement, Ten-X is not acting as Seller's real estate agent or Buyer's real estate agent, and Ten-X is acting as a marketing firm and marketplace provider only.

SELLER'S INITIALS *SV* / _____

BUYER'S INITIALS *DR* / *RR* _____

CLOSING AGENT ACKNOWLEDGEMENT

Closing Agent acknowledges receipt of a copy of this Agreement and the Earnest Money Deposit set forth in Section 1(D) and agrees to act as Closing Agent in accordance with this Agreement.

Novare NSS, a division of Fidelity National Title

By: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

See Attached

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SNELLVILLE, COUNTY OF GWINNETT, STATE OF GEORGIA, AND IS DESCRIBED AS FOLLOWS'

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 50 OF THE 6TH DISTRICT OF GWINNETT COUNTY, GEORGIA, BEING MORE FULLY AND PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF SIMMS ROAD (A 80 FOOT RIGHT WAY) AND THE WESTERLY RIGHT OF WAY LINE OF GEORGIA HIGHWAY 124(A 100 RIGHT OF WAY); THENCE RUNNING ALONG THE WESTERLY RIGHT OF WAY LINE OF GEORGIA HIGHWAY 124 IN A SOUTHWESTERLY DIRECTION AND FOLLOWING THE CURVATURE THEREOF, AN ARC DISTANCE OF 248.64 FEET TO A CONCRETE RIGHT OF WAY MONUMENT FOUND (SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 07° 05' 32" WEST A DISTANCE OF 247.75 FEET AND HAVING A RADIUS OF 847.553 FEET), THENCE RUNNING IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE A DISTANCE OF 126.25 FEET TO AN IRON PIN FOUND (SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 04° 35' 55" EAST A DISTANCE OF 126.19 FEET AND HAVING A RADIUS OF 1,124.89 FEET), THENCE RUNNING NORTH 86° 44' 02" WEST A DISTANCE OF 459.67 FEET TO A POINT MARKED BY AN IRON PIN SET; RUN THENCE NORTH 03° 32' 38" EAST A DISTANCE OF 126.22 FEET TO A POINT MARKED BY AN IRON PIN SET; RUN THENCE SOUTH 86° 52' 55" EAST A DISTANCE OF 133.97 FEET TO A POINT MARKED BY AN IRON PIN SET RUN THENCE NORTH 27° 25' 01" WEST A DISTANCE OF 126.91 FEET TO A POINT MARKED BY AN IRON PIN SET ON THE SOUTHEAST RIGHT OF WAY LINE OF SIMMS ROAD; THENCE RUNNING ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SIMMS ROAD NORTH 73° 58' 12" EAST A DISTANCE OF 412.37 FEET TO AN IRON PIN FOUND AND THE POINT OF BEGINNING.

SAID TRACT CONTAINING A TOTAL OF 2.728 ACRES ACCORDING TO A PLAT SURVEY BY PRECISION PLANNING, INC. DATED JANUARY 27, 1993.

APN: **R6050 236**

EXHIBIT B

ASSIGNMENT AND ASSUMPTION OF LEASES AND CONTRACTS

ASSIGNMENT AND ASSUMPTION OF LEASES AND CONTRACTS

Seller: 2671 CENTERVILLE HWY, LLC

Buyer: Devitrie Ramjhattan and Rohit Ramjhattan, as individuals

Property (Address): 2671 Centerville Hwy, Snellville, GA 30078

This Assignment and Assumption of Leases and Contracts, dated effective as of _____, is entered into between Buyer and Seller in connection with the transfer of the Property from Seller to Buyer concurrently herewith.

Seller is the landlord under those certain leases identified on Schedule 1 attached hereto (collectively, "Leases") relating to the Property. Seller desires to assign to Buyer, and Buyer desires to assume from Seller, all of Seller's right, title and interest in and to the Leases and all other transferable licenses, contracts, permits and agreements affecting the Property (collectively, "Contracts").

For valuable consideration, the receipt and sufficiency of which is acknowledged, Buyer and Seller agree as follows:

- 1. ASSIGNMENT.** Seller hereby assigns, transfers and conveys to Buyer all of Seller's right, title and interest in and to (a) the Leases and Contracts and (b) all security deposits, letters of credit and guarantees given in connection with the Leases.
- 2. ASSUMPTION.** Buyer hereby assumes all of Seller's obligations and liabilities under the Leases and Contracts and agrees to perform all of the landlord's obligations under the Leases, and Seller's obligations under the Contracts, arising from and after the date hereof. Buyer shall be solely responsible for notifying any tenants or occupants (a) that Seller has transferred ownership of the Property to Buyer, (b) regarding any change in place for payment of rentals, and (c) that Buyer is responsible for the security deposits of such tenants or occupants.
- 3. INDEMNIFICATION BY SELLER.** Seller hereby indemnifies Buyer and agrees to hold Buyer harmless from and against all claims, expenses, losses or damages to the extent arising out of (a) the landlord's obligations and liabilities under the Leases accruing prior to the date hereof, and/or (b) Seller's obligations and liabilities under the Contracts accruing prior to the date hereof.
- 4. INDEMNIFICATION BY BUYER.** Buyer hereby indemnifies Seller and agrees to hold Seller harmless from and against all claims, expenses, losses or damages to the extent arising out of (a) the landlord's obligations and liabilities under the Leases accruing from and after the date hereof, and/or (b) Seller's obligations and liabilities under the Contracts accruing from and after the date hereof.

SELLER:
2671 CENTERVILLE HWY, LLC

BUYER:
Devitrie Ramjhattan and Rohit Ramjhattan, as individuals

Printed Name: Sabi Varon
Title (if applicable): _____

Printed Name: Devitrie Ramjhattan
Title (if applicable): _____

Printed Name: _____
Title (if applicable): _____

Printed Name: Rohit Ramjhattan
Title (if applicable): _____

Dated: _____

Dated: _____

Schedule 1 to Assignment and Assumption of Leases and Contracts

Leases

EXHIBIT C

LEASES

All leases posted to the Property's listing page on Ten-X's website (a) after the date of the attached list, and (b) before Buyer signs this Agreement are hereby incorporated herein by reference.

See Attached

RENT ROLL

SUITE	TENANT	SF	LEASE BEGIN	LEASE EXPIRATION	RENT PER SF	MONTHLY RENT	ANNUAL BASE RENT	ANNUAL CTI + UTIL	ANNUAL INCOME
100-120	LifePoint Church	3,295	4/15/16	5/31/21	\$10.38	\$2,850	\$34,200	GROSS	\$34,200
130-140	Altar of Grace Church	3,153	11/1/15	10/31/22	\$17.76	\$2,200	\$26,400	GROSS	\$26,400
150	NewBeginingsChurch	2,053	1/1/19	12/31/23	\$5.85	\$1,000	\$12,000	GROSS	\$12,000
160	C-Store Gas Station	3,000	5/6/16	5/6/26	\$14.00	\$3,500	\$42,000	GROSS	\$42,000
170A	MoBay Grocery	2,200	2/1/15	1/31/20	\$8.94	\$1,639	\$19,669	GROSS	\$19,669
170B	Tastees Restaurant	2,200	2/1/15	1/31/20	\$8.94	\$1,639	\$19,669	GROSS	\$19,669
180	EmpireLounge&Sports Bar	4,100	3/1/16	2/28/26	\$13.17	\$4,500	\$54,000	GROSS	\$54,000
Total Occupied SF		20,001	100%						
Total Available SF		0	0%						
TOTALS/AVGS		20,001			\$10.40	\$17,328	\$207,938		\$207,938

GEORGIA AGENCY DISCLOSURE

By signing the agreement to which this page is attached, the parties acknowledge receipt of the agency disclosure located at <http://mlhdocs.com/legal/agencydisclosures/Ten-X/Georgia.pdf>

(Remainder of Page Intentionally Blank)

**GEORGIA RIDER TO
PURCHASE AND SALE AGREEMENT WITH JOINT CLOSING INSTRUCTIONS**

STATE-SPECIFIC PROVISIONS.

- (A) **Additional Closing Deliveries.** The term "Seller's Deliveries" shall also include an executed Georgia Affidavit of Seller's Residence. The term "Seller's Deliveries" and "Buyer's Deliveries" shall each also include a completed PT-61.

(Remainder of Page Intentionally Blank)



February 27, 2019

Congratulations! We would like to take this time to introduce you to the process and what happens next. Below you will find 3 easy steps, in addition to some information that we need you to complete.

3 Easy Next Steps

1. A Ten-X representative attempted to contact you today or has spoken to you regarding the process and will follow up with you to assist you in signing the contract package in DocuSign as necessary.
2. Please do not delay, submit your Earnest Money Deposit. The wire instructions for your assigned escrow company are located on page 2 of this electronic package.
3. Send confirmation of your wire transfer to CREContracts_Midwest-SE@Ten-X.com

Please be on notice that the Participation Terms remain in full force and effect.

If you have questions about the status of your transaction, please reference the contact sheet below reflecting the individuals directly involved in this sale:

Escrow Office: Novare NSS, a division of Fidelity National Title **Ten-X.com**

320 Commerce Street, Suite 150
Irvine, CA, 92602
714-352-4088

Contracts Dept.:

Valorie Valenzuela
Contracts Department Seller Contact
15295 Alton Parkway
Irvine, CA 92618
949-790-6411
Vvalenzuela@Ten-X.com

IMPORTANT CONTACT INFORMATION:	
Live Bid Event:	B-259 Item Number: KQ170
Property Name:	Atlanta MSA Shopping Center (25,771 VPD)
Property Address:	2671 Centerville Hwy, Snellville, GA 30078

Buyer:	Shopes at Centerville Highway, LLC	
Buyer's Address:	4994 Lower Roswell Road, Suite 6, Marietta GA 30068	
Buyer's Phone:	(678-384-7005	Email: twestfall@westfall-law.com
Buyer's Designated Rep.:	None	
Phone:		Email:

Buyer's Counsel:	None	
Phone:		Email:

Buyer's Broker Firm:		
Buyer's Broker of Record:		
Buyer's Broker Phone:		Email:
Buyer's Agent (Main Brokerage contact):	None	
Buyer's Agent Phone:		Email:

Seller Name:	2671 Centerville Hwy LLC	
Listing Broker Company:	Franklin Street Real Estate	Franklin Street Real Estate
Listing Broker Rep:	Todd Mitchell	Bryan Belk
Phone:	404-832-1250442	404-832-1250
Email:	todd.mitchell@franklinst.com	bryan.belk@franklinst.com

Seller's Point of Contact:	Sabi Varon	
Phone:	770-730-1707	Email: sabivaron@highlandfinancialgrp.com

Ten-X.Com Rep:	Brian Gonzalez	
Phone:	305-509-6143	
Email:	bgonzalez@ten-x.com	

We are looking forward to a smooth and successful closing. If there is anything that *Ten-X.com* can do to be of further help please feel free to contact us at any time.

Sincerely, *Ten-X.com*



!!!!!!IMPORTANT! IMPORTANT! IMPORTANT!!!!!!

PLEASE BE SURE YOU ARE WIRING FUNDS TO THE CORRECT BANK AND ACCOUNT NUMBER BASED ON THE STATE THAT THE PROPERTY YOU ARE PURCHASING IS LOCATED!!!!

WIRE TRANSFER INSTRUCTIONS

BANK NAME AND ADDRESS: Wells Fargo Bank, N.A. 464 California Street, San Francisco, CA 94104
ABA/ROUTING NO.: 121000248
ACCOUNT NAME: ADDRESS: Novare National Settlement Service
320 Commerce #150, Irvine, CA 92602
See chart below (based on property state)

PROPERTY STATE:	ACCOUNT NUMBER:
ARIZONA	412005 3665
FLORIDA	412005 3681
OHIO	071001 1698
TEXAS	072003 3673
VIRGINIA	071005 3699
ALABAMA, ALASKA, ARKANSAS, CONNECTICUT, IDAHO, MASSACHUSETTS, NEW MEXICO, NEVADA, OREGON, SOUTH DAKOTA, UTAH, & WYOMING	441000 3657
ALL OTHER STATES (except CA & MD)	442004 3432

CALIFORNIA WIRE TRANSFER INSTRUCTIONS

BANK NAME AND ADDRESS: City National Bank 525 South Flower Street, Los Angeles, CA 90071
ABA/ROUTING NO.: 122016066
ACCOUNT NAME: Novare National Settlement Service
ACCOUNT NUMBER: ~~072003~~8310

MARYLAND WIRE TRANSFER INSTRUCTIONS

BANK NAME AND ADDRESS: Bank of America 1850 Gateway Blvd. Concord, CA 94520
ABA/ROUTING NO.: 026009593
ACCOUNT NAME: ACCOUNT NUMBER: Novare National Settlement Service, LLC
~~442004~~8998

Please include the buyer's name and property address when wiring funds. If you need to call to verify wiring instructions, please contact Novare at 714-352-4088 and ask for Mindi Powers.

Buyer: Shopes at Centerville Highway, LLC
KQ170 2671 Centerville Hwy, Snellville, GA 30078

ELECTRONIC/ACH TRANSFERS WILL NOT BE ACCEPTED. FUNDS MUST BE WIRED. FAILURE TO WIRE FUNDS MAY DELAY THE CLOSING.

ITEM NO. KQ170

THIRD PARTY INTEREST ADDENDUM

Seller: 2671 CENTERVILLE HWY, LLC

Buyer: Shopes at Centerville Highway, LLC

Property Address: 2671 Centerville Hwy, Snellville, GA 30078

This Third Party Interest Addendum ("Addendum"), dated effective as of 4/19/19, amends and supplements that certain purchase and sale agreement ("Agreement") between Buyer and Seller for the purchase and sale of the real property identified above. If there is a conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall control. Any capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

1. THIRD PARTY INTEREST. The transaction contemplated by the Agreement is subject to, and contingent upon, waiver or termination of the applicable third party interest checked below ("Third Party Interest") on or before the Closing Date:

- Right of First Refusal:** A right of first refusal held by _____ to purchase the Property pursuant to the terms of an agreement with Seller entered into prior to the Agreement effective date.
- Court Approval:** A court approving the sale of the Property pursuant to the Agreement.
- Lender Approval:** Seller's lender approving the sale of the Property pursuant to the Agreement.
- Other:** This Agreement will only be closed if the Court determines that either the pending agreement with Devitrie Ramjhattan and Rohit Ramjhattan is unenforceable or that it is in the best interest of the Bankruptcy Estate to close this Agreement

In the event the holder of a Third Party Interest exercises its right to purchase or reject the sale of the Property, Seller shall immediately notify Buyer in writing, and the Agreement shall automatically terminate. Upon such termination, closing agent shall return the earnest money deposit to Buyer, and Seller shall be solely responsible for all cancellation fees of closing agent and title insurance company.

ADDITIONAL TERMS

1. Buyer stipulates that, **if and only if** this transaction closes, its claim in Seller's pending bankruptcy case will be limited to \$1,025,000 and that no further interest, late fees, attorneys fees or any others amounts shall accrue.
2. Buyer hereby withdraws its demand for ^{unpaid} adequate protection/cash collateral payments retroactively to the date of Seller's bankruptcy petition and that any unpaid adequate protection/cash collateral payments shall be the property of Seller.
3. If this transaction closes, Purchaser accepts the transfer in full satisfaction of all claims against all parties to any underlying promissory note or other obligation, including, but not limited to all personal guarantors.
4. At closing, Buyer will release all security deeds related to 2671 Centerville Hwy, LLC and 6138 Jackson Hwy, LLC


SELLER:
2671 CENTERVILLE HWY, LLC

BUYER:
Shopes at Centerville Highway, LLC

if this transaction closes.

DocuSigned by:
Sabi Varon
Printed Name: Sabi Varon
Title (if applicable): owner

Printed Name: _____
Title (if applicable): _____
Dated: 4/22/2019


Printed Name: Shopes at Centerville Highway, LLC
Title (if applicable): Authorized Agent

Printed Name: _____
Title (if applicable): _____
Dated: _____

ITEM NO. KQ170

PURCHASE AND SALE AGREEMENT WITH JOINT CLOSING INSTRUCTIONS

Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, in accordance with the terms of this Purchase and Sale Agreement with Joint Closing Instructions ("Agreement"). This Agreement is effective as of the date Seller signs this Agreement ("Effective Date").

1. KEY TERMS.

- (A) **Seller:** 2671 CENTERVILLE HWY, LLC
phone number: 770-730-1707 email address: sabivaron@highlandfinancialgrp.com
mailing address: 3500 Lenox Road, Suite 1500, Atlanta, GA, 30326
- (B) **Buyer:** Shopes at Centerville Highway, LLC
phone number: 678-384-7005 email address: twestfall@westfall-law.com
mailing address: 4994 Lower Roswell Road, Suite 6, Marietta GA 30068
- (C) **Purchase Price:** \$ \$1,475,250.00 (which equals Buyer's offer price of \$ \$1,405,000.00 plus a Ten-X Transaction Fee of \$ \$70,250.00).
- (D) **Earnest Money Deposit:** \$ 450,000.00 (if blank, then 10% of the Purchase Price, but no less than \$50,000 or more than \$1,000,000). ESCROWED WITH BUYERS COUNSEL
- (E) **Property:** Address: 2671 Centerville Hwy, Snellville, GA 30078 as legally described on Exhibit A, including all permanent improvements thereon (but excluding any personal property unless specifically identified by addendum or amendment to this Agreement).
- (F) **Closing Date:** no later than April 30, 2019 (if blank, then (i) 30 calendar days after the Effective Date, or (ii) 60 calendar days after the Effective Date if, within 5 days after the Effective Date, Buyer obtains and sends to Seller and Closing Agent a copy of a signed letter of intent or other similar proposal for permanent financing for the Property from a lender referred by Ten-X Finance). If the Closing Date falls on a weekend or a state or federally recognized holiday, the Closing Date shall be the next business day.
- (G) **Closing Agent:** Novare NSS, a division of Fidelity National Title contact: _____
address: 320 Commerce Street, Suite 150 Irvine, CA, 92602 phone number: 714-352-4088
email address: _____
- (H) **Title Insurance Company:** Novare NSS, a division of Fidelity National Title
- (I) **Closing Cost Allocations:** As described in the Section below entitled "Closing Cost Allocations".

2. EARNEST MONEY DEPOSIT. Buyer must deposit the Earnest Money Deposit with Closing Agent on or before 5:00 PM in the time zone where the Property is located on the first business day after Seller countersigns this Agreement. The Earnest Money Deposit is non-refundable except as set forth in this Agreement, and may be applied towards the amounts payable by Buyer under this Agreement. The escrow ("Escrow") for the purchase of the Property shall be opened upon Closing Agent's receipt of the Earnest Money Deposit and a fully-signed copy of this Agreement.

3. CLOSING. The transactions contemplated by this Agreement shall be consummated ("Close" or "Closing") on or before the Closing Date. Any extension of the Closing Date requested by Buyer may be granted or denied by Seller in Seller's sole and absolute discretion, and Seller will charge Buyer an extension fee of at least \$1,000 per day for any such extension. Any such extension fee will be non-refundable and not constitute a credit towards the Purchase Price.

4. CLOSING DELIVERIES.

- (A) **Seller's Deliveries.** On or before the Closing Date, Seller shall deliver the following to Closing Agent ("Seller's Deliveries"):
- (i) The transfer deed warranting against title defects arising by, through or under Seller (in the form customarily used for similar transactions in the state where the Property is located) ("Deed") signed by Seller and acknowledged in accordance with the laws of the state in which the Property is located.
 - (ii) A Non-Foreign Transferor Declaration signed by Seller, or evidence reasonably acceptable to Closing Agent and Buyer that Seller is exempt from the withholding requirements of the Foreign Investment in Real Property Tax Act (FIRPTA), Internal Revenue Code Section 1445.
 - (iii) A counterpart of the "Settlement Statement" (defined below) signed by Seller.
 - (iv) A counterpart of the assignment and assumption of leases and contracts substantially in the form attached as Exhibit B ("Assignment of Leases and Contracts") signed by Seller.

(v) Any and all other instruments reasonably required by Closing Agent or otherwise necessary to Close the transactions contemplated by this Agreement.

(B) **Buyer's Deliveries.** On or before the Closing Date, Buyer shall deliver the following to Closing Agent ("**Buyer's Deliveries**"):

- (i) An amount in immediately available "good funds" equal to the Purchase Price, plus Buyer's share of closing costs, prorations and expenses as set forth in this Agreement.
- (ii) A counterpart of the Settlement Statement signed by Buyer.
- (iii) A counterpart of the Assignment of Leases and Contracts signed by Buyer.
- (iv) Any and all other instruments reasonably required by Closing Agent or otherwise necessary to Close the transactions contemplated by this Agreement.

5. CONDITIONS PRECEDENT TO CLOSING.

(A) **Seller's Conditions.** Seller's obligation to Close is conditioned upon the following:

- (i) All representations and warranties of Buyer in this Agreement shall be true in all material respects as of the Closing Date.
- (ii) Buyer shall have performed in all material respects all covenants and obligations required to be performed by Buyer on or before the Closing Date.

(B) **Buyer's Conditions.** Buyer's obligation to Close is conditioned upon the following:

- (i) All representations and warranties of Seller in this Agreement shall be true in all material respects as of the Closing Date.
- (ii) Seller shall have performed in all material respects all covenants and obligations required to be performed by Seller on or before the Closing Date.
- (iii) Title Insurance Company is irrevocably committed to issue to Buyer an owner's title insurance policy covering the Property with standard coverage customary in the state where the Property is located, showing liability in the amount of the Purchase Price and showing insurable title to the Property vested in Buyer, subject only to the following: (a) Title Insurance Company's standard exceptions; (b) liens for all current general and special real property taxes and assessments not yet due and payable; (c) liens of supplemental taxes, if any assessed; (d) any facts not shown by public records that an accurate survey and/or a personal inspection of the Property would have disclosed; (e) the mortgage/deed of trust/deed to secure debt lien in connection with any Buyer financing; (f) any laws, regulations, or ordinances regarding the use, occupancy, subdivision, or improvement of the Property, or the effect of any non-compliance with or any violation thereof; (g) rights of existing tenants and/or occupants of the Property, if any; (h) covenants, restrictions, easements, and other matters that do not materially impair the value or use of the Property; (i) non-monetary encumbrances disclosed to Buyer in writing prior to entering into this Agreement; and (j) any other matter for which Title Insurance Company agrees to provide insurance at no additional cost to Buyer.

(C) **Duty to Cooperate in Good Faith to Resolve.** Despite anything to the contrary in this Section, if either party learns that a closing condition relating to representations and warranties is unlikely to be satisfied, such party shall promptly notify the other party, and both parties shall cooperate in good faith to fairly and promptly resolve the matter, and the party whose closing condition was not satisfied shall not be relieved of its obligation to Close unless (i) the other party fails to cooperate in good faith, (ii) fair and prompt resolution is not reached after the parties have cooperated in good faith, or (iii) fair and prompt resolution of the matter on or before the Closing Date would be impracticable.

(D) **Waiver of Conditions.** Either party may waive its respective closing conditions in its sole discretion. By proceeding to Closing, each party waives its respective closing conditions and irrevocably releases the other party from any liability arising from any facts known by such waiving party that would otherwise have resulted in a failure of a closing condition.

6. **CLOSING INSTRUCTIONS TO CLOSING AGENT.** At Closing, Closing Agent is irrevocably instructed to do the following:

- (A) Record the Deed.
- (B) Pay all fees, costs, deed and transfer taxes for the sale of the Property which are required to be paid by Seller and Buyer under this Agreement, the portion of any fees charged by Closing Agent which are payable by Seller and Buyer (if any) and other expenses relating to the sale of the Property which are required to be paid by Seller and Buyer.
- (C) Pay to Seller the balance of the Purchase Price and any other funds remaining after Closing.

7. COSTS AND PRORATIONS.

- (A) **Pre-Closing Costs.** Buyer and Seller acknowledge that Closing Agent may incur certain costs while processing this transaction which must be paid prior to Closing. Closing Agent is authorized and instructed to release funds for payment of such costs prior to Closing from funds deposited into Escrow by Buyer. Such funds are not refundable and Closing Agent is released from any liability for payment of any such funds pre-released through the Escrow. Closing Agent is authorized to charge the appropriate party for costs incurred, or credit the appropriate party for credits, as applicable at Closing or upon termination of this Agreement.
- (B) **Prorations.** Closing Agent shall prorate as of the date of Closing (i) all real property taxes, assessments, utilities and other operating expenses customarily apportioned in similar situations ("Property Expenses"), and (ii) all rents and other income actually received and customarily apportioned in similar situations ("Property Income"), in each case based on the number of calendar days in the applicable period and in accordance with local customs. Despite anything to the contrary in this Agreement, Insurance premiums will not be prorated, and Seller may cancel any existing insurance on the Property after Closing. If either party receives Property Income or a refund of Property Expenses attributable, in whole or in part, to the other party's period of ownership, the party that received such Property Income or refund shall immediately submit to the other party the portion attributable to such other party's period of ownership. Except as set forth in this Agreement, Seller shall not be responsible for any Property Expenses accruing after Closing. This paragraph shall survive Closing indefinitely.
- (C) **Closing Costs.** Seller and Buyer shall pay closing costs as described in the Closing Cost Allocations (and Closing Agent is authorized to (i) pay Seller's costs from Seller's proceeds, and (ii) pay Buyer's costs from funds deposited into Escrow by Buyer).
- (D) **Settlement Statement.** On or before the third business day prior to Closing, Closing Agent shall prepare and deliver to Seller and Buyer a settlement statement setting forth the prorations and cost allocations set forth in this Agreement ("Settlement Statement").

8. TERMINATION AND CANCELLATION OF ESCROW.

- (A) **Termination Resulting from Breach.** If Closing does not or cannot occur on or before the Closing Date due to a breach of this Agreement by Buyer or Seller, then the non-breaching party may terminate this Agreement and cancel the Escrow by written notice to the breaching party and Closing Agent. If Buyer fails to timely deposit the Earnest Money Deposit, then Seller may immediately terminate this Agreement by written notice to Buyer. Upon any such termination and/or cancellation, the breaching party shall pay all cancellation fees of Closing Agent and Title Insurance Company. If Seller is the breaching party, Closing Agent shall return the Earnest Money Deposit to Buyer, and Buyer shall be entitled to pursue remedies at law or in equity. If Buyer is the breaching party, then the following shall apply:

BUYER AND SELLER AGREE THAT IT WOULD BE EXTREMELY DIFFICULT TO DETERMINE SELLER'S ACTUAL DAMAGES RESULTING FROM A BREACH BY BUYER. IN THE EVENT OF A BREACH BY BUYER, SELLER SHALL BE ENTITLED TO AN AMOUNT EQUAL TO THE EARNEST MONEY DEPOSIT AS LIQUIDATED DAMAGES AND AS SELLER'S EXCLUSIVE REMEDY. BUYER AGREES THAT SUCH AMOUNT IS A REASONABLE PRE-ESTIMATE OF SELLER'S ACTUAL DAMAGES FOR BREACH OF THIS AGREEMENT AND IS NOT A PENALTY. IF CLOSING AGENT IS IN POSSESSION OF THE EARNEST MONEY DEPOSIT, THEN CLOSING AGENT SHALL DELIVER THE EARNEST MONEY DEPOSIT TO SELLER. DESPITE THE FOREGOING, IF APPLICABLE LAW LIMITS THE AMOUNT OF THE LIQUIDATED DAMAGES PAYABLE TO SELLER UPON A BREACH BY BUYER, SELLER SHALL ONLY BE ENTITLED TO THE AMOUNT PERMITTED BY LAW, AND ANY EXCESS SHALL BE PROMPTLY RETURNED TO BUYER.

SELLER'S INITIALS _____

BUYER'S INITIALS _____ X

- (B) **Costs Upon Termination and Cancellation of Escrow.** Except as otherwise set forth in this Section, upon termination of this Agreement and cancellation of Escrow pursuant to this Section, all costs incurred in connection with the transactions contemplated by this Agreement (including, without limitation, payments for loan applications, inspections, appraisals, and other reports) shall be the sole responsibility of the party incurring such costs.
 - (C) **Closing Agent Authorization.** If Closing Agent receives a written notice from a party to cancel the Escrow in accordance with this Section 8, and Closing Agent can confirm that the other party also received the notice, Closing Agent is authorized to comply with the notice if Closing Agent does not receive a written objection within 10 calendar days after such other party received the notice.
- 9. BUYER'S REPRESENTATIONS AND WARRANTIES.** Buyer represents and warrants to Seller as follows:

- (A) **Authority.** Buyer has the necessary authority to enter into and perform its obligations under this Agreement. If Buyer is an entity, the natural person signing this Agreement on behalf of Buyer represents and warrants that (i) Buyer is duly formed and in good standing and (ii) the natural person signing on behalf of Buyer has the necessary authority to bind Buyer to this Agreement.

- (B) **Property Condition and Attributes.** Prior to entering into this Agreement, Buyer had the opportunity to conduct Buyer's own due diligence and investigations. Except as expressly set forth in this Agreement, Buyer's obligations under this Agreement are not contingent on any further due diligence and/or investigation. Buyer acknowledges that the square footage of the Property (including the square footage of the lot and any improvements thereon) is deemed approximate and not guaranteed. Buyer acknowledges that except as otherwise expressly set forth in this Agreement or in written disclosures to Buyer signed by Seller, (i) Seller does not make, and expressly disclaims, any representation or warranty, express or implied, regarding the Property, and (ii) Buyer acknowledges and agrees that Seller is selling the Property "As Is, Where Is, With All Faults and Limitations" and Seller shall have no liability for or any obligation to make any repairs or improvements of any kind to the Property.
- (C) **Disclosures.** Prior to entering into this Agreement, Buyer has received (or, to the extent not received, Buyer irrevocably waives) all disclosure documents required to be provided by or on behalf of Seller or Seller's representatives. Reports furnished by or on behalf of Seller shall be for informational purposes only and are not made part of this Agreement unless required under applicable law.
- (D) **Sophisticated Buyer.** Buyer (i) is a sophisticated purchaser, (ii) is capable of evaluating the merits and risks of purchasing the Property, (iii) understands and is able to bear the economic risks of purchasing the Property, including, without limitation, a total loss of investment and/or the risk that Buyer may be required to hold the Property indefinitely.

10. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents and warrants to Buyer as follows:

- (A) **Authority.** Seller has the necessary authority to enter into and perform its obligations under this Agreement. If Seller is an entity, the natural person signing this Agreement on behalf of Seller represents and warrants that (i) Seller is duly formed and in good standing and (ii) the natural person signing on behalf of Seller has the necessary authority to bind Seller to this Agreement.
- (B) **Property Condition and Attributes.** Except as would not be reasonably expected to have a material adverse effect on the value or ongoing business or operation of the Property, the written information regarding the Property provided to Buyer by or on behalf of Seller, taken as a whole (i.e. including any updates or revisions provided, or any disclaimers in any information provided), fairly represents the Property. This paragraph shall not survive Closing.
- (C) **No Violations.** Except as disclosed in writing to Buyer prior to signing this Agreement, Seller's execution and performance of this Agreement will not result in any breach of, conflict with, or result in the creation of any encumbrance upon the Property pursuant to any indenture, mortgage, deed of trust, note, evidence of indebtedness, right of first refusal, right of first offer, or any other agreement or instrument by which Seller is bound with respect to the Property.
- (D) **Leases.** Except for the leases (including any amendments) listed in Exhibit C ("Leases"), Seller knows of no other agreement with respect to the occupancy of the Property, ~~that will be binding on Buyer after Closing, and to Seller's knowledge, the information on Exhibit C and copies of any Leases delivered by Seller to Buyer are true, correct and complete in all material respects. Except as disclosed in writing to Buyer prior to signing this Agreement and except as would not be reasonably expected to have a material adverse effect on the ongoing business or operation of the Property, to Seller's actual knowledge, (i) each of the Leases is in full force and effect; (ii) there are no uncured material defaults under any of the Leases or circumstances which with the giving of notice, the passage of time or both would constitute a material default under any of the Leases; (iii) there are no unsatisfied concessions, abatements, offsets, defenses or other basis for relief or adjustment under any of the Leases; (iv) there is no outstanding obligation to provide any tenant with an allowance to perform any tenant improvements; (v) no tenant has requested in writing a modification of its Lease or a release of any material obligation under its Lease, or has given written notice terminating its Lease, or has been released of any material obligation under its Lease prior to the normal expiration of the term of the Lease; (vi) no tenant is the subject of a bankruptcy or insolvency proceeding; (vii) no guarantor has been released or discharged from any obligation in connection with any Lease; and (viii) all brokerage commissions currently due and payable with respect to the Leases have been paid.~~
- (E) **No Litigation.** Except as disclosed in writing to Buyer prior to signing this Agreement, there is no pending litigation affecting the Property or that would affect Seller's ability to perform its obligations under this Agreement.
- (F) **No Mechanics' Liens.** Except as disclosed in writing to Buyer prior to signing this Agreement, there are no unsatisfied mechanics' or materialmen's lien rights concerning the Property.

11. SELLER'S COVENANTS.

- (A) **Possession.** At Closing, Seller shall relinquish possession of the Property to Buyer and promptly provide Buyer with all keys, codes and other means of Property access in Seller's possession.
- (B) **Utilities.** Seller shall reasonably cooperate with Buyer prior to Closing to allow Buyer to obtain responsibility for and maintain access to applicable utilities following Closing.

- (C) Operation and Maintenance of Property. Prior to Closing, Seller shall operate and maintain the Property consistent with past practice.
- (D) Leases and Contracts. Prior to Closing, Seller shall not enter into, terminate or amend any Lease or other material agreement with respect to the Property which would encumber or be binding upon the Property from and after Closing, without Buyer's prior written consent, which consent may not be unreasonably withheld, conditioned or delayed.
- (E) No Violations. Prior to Closing, Seller shall comply in all material respects with the terms of the Leases and any other material document or agreement affecting the Property consistent with past practice.
- (F) Notice of Material Changes or Untrue Representations. Prior to Closing, Seller shall promptly notify Buyer if Seller learns of any material change in any condition of the Property or any event or circumstance which makes any representation or warranty of Seller under this Agreement untrue or misleading.

12. DISPUTE RESOLUTION. AT THE REQUEST OF EITHER PARTY TO THIS AGREEMENT, ANY DISPUTE ARISING UNDER THIS AGREEMENT SHALL BE FIRST SUBMITTED TO MEDIATION BEFORE A PARTY INITIATES ARBITRATION OR COURT ACTION. MEDIATION FEES SHALL BE DIVIDED EQUALLY AND EACH PARTY SHALL BEAR HIS/HER/ITS OWN ATTORNEYS' FEES AND COSTS.

BUYER AND SELLER HAVE READ AND UNDERSTAND THE ABOVE PARAGRAPH AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT TO MEDIATION PRIOR TO COMMENCEMENT OF ARBITRATION OR COURT ACTION.

SELLER'S INITIALS SV

BUYER'S INITIALS SL

13. MISCELLANEOUS.

- (A) Survival of Representations and Warranties. Except as otherwise set forth in this Agreement, (i) all representations and warranties of Seller and Buyer in this Agreement shall continue through and be deemed remade as of Closing and shall survive Closing for a period of one year, and (ii) no claim for breach of any representation or warranty in this Agreement may be made more than one year after Closing.
- (B) No Assignment or Recording. Buyer may not assign or record all or any part of this Agreement without the express prior written consent of Seller. Despite the foregoing, Buyer may assign this Agreement to any entity wholly owned, directly or indirectly, by Buyer; provided, however, that, in such event, the undersigned Buyer shall remain liable for the obligations of Buyer under this Agreement.
- (C) Casualty and Condemnation. If any material portion of the Property is damaged or taken by eminent domain (or is the subject of a pending taking) prior to Closing, Seller shall notify Buyer promptly after Seller obtains knowledge thereof. Within 10 business days after Buyer receives such written notice (if necessary, the Closing Date shall be extended until one business day after the expiration of such period), Buyer may, at its option, either (i) terminate this Agreement, or (ii) proceed to Closing in accordance with this Agreement. Buyer shall be deemed to have waived its right to terminate this Agreement if Buyer does not notify Seller in writing of its election to terminate this Agreement within such period. Buyer shall not be entitled to any insurance proceeds or obtain any rights with respect to any claims Seller may have with regard to insurance maintained by Seller with respect to the Property. In the event of a taking by eminent domain, Seller shall assign to Buyer at Closing all of Seller's right, title and interest in and to all awards, if any, for such taking.
- (D) Common Interest Development. If the Property is in a common interest development, unless otherwise required by law, Buyer acknowledges that Buyer was provided for review (or, to the extent not provided, Buyer waives any right to review) the declaration of covenants, conditions, restrictions and/or bylaws and other documentation regarding such common interest development and Buyer acknowledges that Buyer has reviewed such documentation to the fullest extent Buyer deems necessary and, by signing this Agreement, Buyer accepts the declaration of covenants, conditions, restrictions and/or bylaws of the common interest community.
- (E) Local Requirements. Some counties, cities, municipalities and other state subdivisions may require a certificate of occupancy, certificate of use or code compliance certificate and/or inspection ("Local Requirement") may be required in order to transfer and/or occupy the Property. If a Local Requirement is required for the Property to be transferred to or occupied by Buyer, Buyer waives such Local Requirements to the extent waivable. To the extent any such Local Requirement is not waivable by Buyer, Buyer shall comply with the Local Requirement at Buyer's sole cost, including, without limitation, the correction of any violations or performance of other work which may be required in connection therewith. Seller makes no representation as to whether a Local Requirement applies. Buyer shall indemnify, defend and hold Seller harmless from and against all fines, penalties, costs, expenses, claims and liabilities arising out of or relating to any Local Requirements. This paragraph shall survive Closing indefinitely.

- (F) **Counterparts, Electronic Signatures, and Complete Agreement.** This Agreement and any addenda or other document necessary for Closing of the transactions contemplated by this Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Facsimile and electronic signatures shall have the same legal effect as original signatures. This Agreement and any addenda or other document necessary for Closing of the transactions contemplated by this Agreement may be accepted, signed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act (E-Sign Act), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act (UETA) and any applicable state law. This Agreement constitutes the entire agreement of Buyer and Seller with respect to the subject matter of this Agreement and supersedes any other instruments purporting to be an agreement of Buyer and Seller relating to that subject matter. No modification of this Agreement will be effective unless it is in writing and signed by both parties.
- (G) **Severability.** If any portion of this Agreement is judicially determined to be invalid or unenforceable, that portion shall be deemed severable from this Agreement and the remainder of this Agreement shall remain in full force and effect and be construed to fulfill the intention of the parties.
- (H) **Time is of the Essence.** Time is of the essence for the performance of each and every covenant under this Agreement and the satisfaction of each and every condition under this Agreement.
- (I) **Governing Law and Venue.** This Agreement shall be interpreted, construed, applied and enforced in accordance with the laws of the state in which the Property is located. The state and federal courts located in the county in which the Property is located shall be proper forums for any legal controversy between the parties arising in connection with this Agreement, which courts shall be the exclusive forums for all such suits, actions or proceedings.
- (J) **Attorneys' Fees.** In any action, proceeding or arbitration arising out of this Agreement, the prevailing party (defined as the party who prevails as to a substantial part of the litigation or claim) shall be entitled to reasonable attorneys' fees and costs.
- (K) **Further Assurances.** The parties agree to execute such other documents, and to take such other actions as may reasonably be necessary, to further the purposes of this Agreement.
- (L) **Notices.** All notices and other communications contemplated under this Agreement shall be in writing and shall be deemed given and received upon receipt if: (i) delivered personally; or (ii) mailed by registered or certified mail return receipt requested, postage prepaid; (iii) sent by a nationally recognized overnight courier; and/or (iv) sent by email. Notice to Buyer and Seller shall be given as set forth on the first page of this Agreement or to such other address or addresses as may from time to time be designated by either party by written notice to the other.
- (M) **Prohibited Persons and Transactions.** Each party represents and warrants to the other that neither it, nor any of its affiliates, nor any of their members, directors or other equity owners (excluding holders of publicly traded shares), and none of their principal officers and employees: (i) is listed as a "specifically designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control ("OFAC"); (ii) is a person or entity with whom U.S. persons or entities are restricted from doing business under OFAC regulations or any other statute or executive order (including the September 24, 2001 "Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"); and (iii) is engaged in prohibited dealings or transactions with any such persons or entities.
- (N) **Brokers.** In connection with the transactions contemplated by this Agreement, Seller is represented by Listing Broker identified on the signature page hereto, Buyer is represented by Buyer's Broker identified on the signature page hereto, Ten-X is acting as the marketing firm and marketplace provider, and Seller and Buyer each represents and warrants that it has not dealt with any other broker, finder or other agent. Seller and Buyer shall each indemnify and hold harmless the other from and against any claims, losses, costs, damages, liabilities or expenses, including reasonable attorneys' fees, arising in connection with any breach by the indemnifying party of the representations and warranties in this paragraph. This paragraph shall survive Closing indefinitely.
- (O) **Form of Agreement.** Buyer and Seller acknowledge that no representation, recommendation or warranty is made by Ten-X or any broker relating to the legal sufficiency or tax consequences of this Agreement or any attachments hereto, and Buyer and Seller each represent and warrant that it has consulted with, had the opportunity to consult with or waived the right to consult with counsel in connection with this Agreement.

14. CLOSING COST ALLOCATIONS.

Closing Costs (as applicable)	Seller Pays	Buyer Pays	50% Seller/ 50% Buyer
Title Search Fee	<input checked="" type="checkbox"/>		
Owner's Title Insurance Policy (Standard Coverage)	<input checked="" type="checkbox"/>		
Additional Title Coverage or Endorsements Requested by Buyer		<input checked="" type="checkbox"/>	
Lender's Title Insurance Policy		<input checked="" type="checkbox"/>	
Closing Agent Fees			<input checked="" type="checkbox"/>
State and/or Local Transfer Taxes			<input checked="" type="checkbox"/>
Credit Reports, Loan Fees, Loan Points, Reports and Inspections Required by Buyer's Lender, Appraisal Fees, Mortgage Notarization and Recording Fees, and All Other Costs In Connection With Buyer's Loan		<input checked="" type="checkbox"/>	
Seller's Loan Prepayment Fees and All Other Costs In Connection With Seller's Existing Loan	<input checked="" type="checkbox"/>		
Deed Notarization and Recording Fees	<input checked="" type="checkbox"/>		
Real Estate Broker/Agent Commissions Due Listing Broker	<input checked="" type="checkbox"/>		
Offered Cooperating Real Estate Broker/Agent Commissions Due Buyer's Broker	<input checked="" type="checkbox"/>		
Additional Real Estate Broker/Agent Commissions Due Buyer's Broker (if Any)		<input checked="" type="checkbox"/>	
Common Interest Development Transfer Fee	<input checked="" type="checkbox"/>		
Common Interest Development Document Preparation Fees		<input checked="" type="checkbox"/>	
Private Transfer Fee	<input checked="" type="checkbox"/>		
Any Reports and Inspections Requested by Buyer		<input checked="" type="checkbox"/>	
Seller's Attorney Fees	<input checked="" type="checkbox"/>		
Buyer's Attorney Fees		<input checked="" type="checkbox"/>	
All Other Closing Costs		<input checked="" type="checkbox"/>	

SELLER'S INITIALS SV

BUYER'S INITIALS SLX

15. STATE-SPECIFIC PROVISIONS. See state-specific rider attached hereto and incorporated herein by reference (if applicable).

(Remainder of Page Intentionally Blank)

SELLER:

2671 CENTERVILLE HWY, LLC

BUYER:

Shopes at Centerville Highway, LLC

DocuSigned by:
Sabi Varon
Printed Name: Sabi Varon
Title (if applicable): Owner

(and its permitted assigns under Section 13(B))
[Signature]
Printed Name: Shopes at Centerville Highway, LLC
Title (if applicable): Authorized Agent

Printed Name: _____
Title (if applicable): _____
Dated: 4/22/2019

Printed Name: _____
Title (if applicable): _____
Dated: _____

LISTING BROKER (if any):

Broker Printed Name: Mitchell
Brokerage Printed Name: Franklin Street Real Estate
Brokerage License Number: 379051 State: GA

BUYER'S BROKER (if any):

Broker Printed Name: None
Brokerage Printed Name: _____
Brokerage License Number: _____ State: _____

(Brokers must be licensed in the state where the Property is located.)

DISCLOSURE AND CONFIRMATION OF AGENCY RELATIONSHIP

Buyer and Seller acknowledge that, unless otherwise set forth in this Agreement, Ten-X is not acting as Seller's real estate agent or Buyer's real estate agent, and Ten-X is acting as a marketing firm and marketplace provider only.

SELLER'S INITIALS *SV*

BUYER'S INITIALS *SLX*

CLOSING AGENT ACKNOWLEDGEMENT

Closing Agent acknowledges receipt of a copy of this Agreement and the Earnest Money Deposit set forth in Section 1(D) and agrees to act as Closing Agent in accordance with this Agreement.

Novare NSS, a division of Fidelity National Title
By: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

See Attached

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SNELLVILLE, COUNTY OF GWINNETT, STATE OF GEORGIA, AND IS DESCRIBED AS FOLLOWS'

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 50 OF THE 6TH DISTRICT OF GWINNETT COUNTY, GEORGIA, BEING MORE FULLY AND PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF SIMMS ROAD (A 80 FOOT RIGHT WAY) AND THE WESTERLY RIGHT OF WAY LINE OF GEORGIA HIGHWAY 124(A 100 RIGHT OF WAY); THENCE RUNNING ALONG THE WESTERLY RIGHT OF WAY LINE OF GEORGIA HIGHWAY 124 IN A SOUTHWESTERLY DIRECTION AND FOLLOWING THE CURVATURE THEREOF, AN ARC DISTANCE OF 248.64 FEET TO A CONCRETE RIGHT OF WAY MONUMENT FOUND (SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 07° 05' 32" WEST A DISTANCE OF 247.75 FEET AND HAVING A RADIUS OF 847.553 FEET), THENCE RUNNING IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE A DISTANCE OF 126.25 FEET TO AN IRON PIN FOUND (SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 04° 35' 55" EAST A DISTANCE OF 126.19 FEET AND HAVING A RADIUS OF 1,124.89 FEET), THENCE RUNNING NORTH 86° 44' 02" WEST A DISTANCE OF 459.67 FEET TO A POINT MARKED BY AN IRON PIN SET; RUN THENCE NORTH 03° 32' 38" EAST A DISTANCE OF 126.22 FEET TO A POINT MARKED BY AN IRON PIN SET; RUN THENCE SOUTH 86° 52' 55" EAST DISTANCE OF 133.97 FEET TO A POINT MARKED BY AN IRON PIN SET RUN THENCE NORTH 27° 25' 01" WEST A DISTANCE OF 126.91 FEET TO A POINT MARKED BY AN IRON PIN SET ON THE SOUTHEAST RIGHT OF WAY LINE OF SIMMS ROAD; THENCE RUNNING ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SIMMS ROAD NORTH 73° 58' 12" EAST A DISTANCE OF 412.37 FEET TO AN IRON PIN FOUND AND THE POINT OF BEGINNING.

SAID TRACT CONTAINING A TOTAL OF 2.728 ACRES ACCORDING TO A PLAT SURVEY BY PRECISION PLANNING, INC. DATED JANUARY 27, 1993.

APN: **R6050 236**

GEORGIA AGENCY DISCLOSURE

By signing the agreement to which this page is attached, the parties acknowledge receipt of the agency disclosure located at <http://mlhdocs.com/legal/agencydisclosures/Ten-X/Georgia.pdf>

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**GEORGIA RIDER TO
PURCHASE AND SALE AGREEMENT WITH JOINT CLOSING INSTRUCTIONS**

STATE-SPECIFIC PROVISIONS.

- (A) **Additional Closing Deliveries.** The term "Seller's Deliveries" shall also include an executed Georgia Affidavit of Seller's Residence. The term "Seller's Deliveries" and "Buyer's Deliveries" shall each also include a completed PT-61.

(Remainder of Page Intentionally Blank)

DISTRIBUTION LIST

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