



case.

### **ASSETS AND LEASES**

5. The Debtor owns an apartment complex known as Arlington Apartments of Jackson, located at 5845 Ridgewood Road, City of Jackson, Hinds County, Mississippi, (the “**Property**”), and which is more particularly described in the *Sale and Purchase Agreement for Real Property* (the “**PSA**”) which is attached hereto and incorporated herein as **Exhibit A**.

6. The Property is subject to a number of Residential Leases (collectively, the “**Leases**” and together with the Property, collectively, the “**Assets**”) which are more particularly described and listed in **Exhibit B** attached hereto and incorporated herein by reference.

7. The Assets are encumbered by duly perfected first-priority liens and encumbrances held by Elzion DB Transfer Agent, LLC, a Delaware Limited Liability Company (the “**Lender**”), with such liens and encumbrances being evidenced by, among other things, that certain *Deed of Trust, Security Agreement and Fixture Filing* (as may have been modified and/or amended, collectively, the “**Deed of Trust**”), as recorded in the Office of the Chancery Clerk of Hinds County, Mississippi (First Judicial District) on September 8, 2006, at Book 6551, Page 259, which Deed of Trust includes an assignment of leases and rents.

### **SALE AND ASSUMPTION**

8. The Debtor received an offer from Bretwood, L.L.C., an Alabama limited liability company (the “**Buyer**”) to purchase the Assets in exchange for the Purchase Price, as defined in the PSA (the “**Purchase Offer**”).

9. The Debtor, in the exercise of its best business judgement, has made the decision to accept the Purchase Offer from the Buyer.

10. The Lender has timely filed a Proof of Claim [Claims Dkt. #2-1] in the amount of \$3,098,503.99 as of the Petition Date (the "**Secured Claim**").

11. Upon information and belief, there are no valid liens, claims or interests in, to or upon the Assets that would have priority over the Secured Claims of Lender.

12. The Debtor represents to the creditors and parties-in-interest that the sale of the Assets is in the best interest of the estate, creditors and parties-in-interest. The Purchase Price (as defined in the PSA) is fair, reasonable and appropriate.

13. The Debtor seeks authority of the Court to execute such deed or related documents which are reasonably necessary to consummate and close the sale of the Assets in accordance with the terms and conditions of the PSA, with the Net Sale Proceeds (as defined in the PSA) to be disbursed and paid over to the Lender, free and clear of all liens, claims or interests, at the time of the Asset sale Closing (as defined in the PSA), with the Assets being transferred and conveyed to the Buyer free and clear of all liens, claims or interests.

14. The Buyer is a good faith purchaser. The sale is an arm's length sale.

15. The Lender supports this proposed sale, and a prompt sale of the Assets will likely enable the Debtor to realize the maximum value for the Assets. The Debtor believes that the terms and conditions set forth in the PSA are fair and equitable to both Buyer and Debtor.

16. The Debtor believes that any material delay in consummating the proposed sale of the Assets will result in a reduction in the value of the Assets. Therefore, the Debtor submits that the proposed sale of the Assets is justified and should be approved by the Court.

### **ARGUMENT**

17. Section 363(b) of the Bankruptcy Code provides that a Debtor-In-Possession, after

notice and a hearing, may sell property of the estate outside the ordinary course of business. *See 11 U.S.C. §§ 363(b) and 1107(a) (giving chapter 11 debtors, as debtors-in-possession, all the rights and powers of a trustee, with certain exceptions not applicable here).*

18. Courts (including the Fifth Circuit) have uniformly held that approval of a proposed sale of property under Section 363(b)(1) is appropriate where the transaction is consistent with the Debtor's reasonable business judgment. *See, Institutional Creditors of Continental Airlines, Inc. v. Continental Airlines, Inc. (In re Continental Airlines, Inc.), 780 F.2d 1223, 1226 (5th Cir. 1986); In re Lionel Corp., 722 F.2d 1063 (2nd Cir. 1983); Stephens Industries, Inc. v. McClung, 789 F.2d 386, 391 (6th Cir. 1986); In re Ionosphere Clubs, Inc., 100 B.R. 670, 675 (Bankr. S.D. N.Y. 1989).*

19. Additionally, both before and after the enactment of the Bankruptcy Code, courts have permitted a proposed sale of all or substantially all of the assets of a debtor outside the ordinary course of business where the sale is necessary to preserve the value of assets for the estate, its creditors, or interest holders. *See In re Abbots Dairies of Pennsylvania, Inc., 788 F.2d 143 (3<sup>rd</sup> Cir. 1986); In re Lionel Corp., 722 F.2d 1063 (2<sup>nd</sup> Cir. 1983); In re Equity Funding Corp. of America, 492 F.2d 793, 794 (9<sup>th</sup> Cir. 1974), cert. denied, 419 U.S. 964 (1974) (noting that "[o]ther circuits have recognized the power of the Bankruptcy Court under Chapter X to authorize a sale of the Debtor's property under less than emergency conditions where such sale is necessary to avoid deterioration in the value of the assets").*

20. The Debtor and its professionals have carefully considered and analyzed various reorganization scenarios and values attributed thereto. The Debtor believes that the sale of the Assets is, in the Debtor's informed reasonable business judgment, in the best interest of the estate and parties-in-interest.

21. The proposed sale outside of a plan context is warranted in this case in that the precise terms of the proposed sale will not “restrict any creditors’ rights to vote on a plan, [will] not dictate any terms of any future plan, [will] not provide for the release of claims by any party, and [will] not restrict any other party from pursuing any causes of action it may have against the Debtor.” *United Steel Workers v. Condere Corp.* (U.S. District Court for the Southern District of Mississippi, Judge Bramlette, 1999) (unpublished opinion). Under the proposed sale, the Debtor will have no obligation to prepare a plan meeting certain terms and conditions. Moreover, any creditor or party in interest which may object to this Sale Motion will still have an opportunity to object to any plan.

22. Accordingly, the proposed sale of the Assets described herein is consistent with the Debtor’s business judgment, is in the best interest of the Debtor’s estate and its creditors, and will not impermissibly dictate any potential reorganization plan terms, and thus the sale should be approved.

23. Bankruptcy Code Section 363(f) provides that a debtor may sell or otherwise transfer property outside the ordinary course of business free and clear of any interest in such property if:

- a) applicable non-bankruptcy law permits sale of such property free and clear of such interest;
- b) such entity consents;
- c) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- c) such interest is in bona fide dispute; or
- d) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. Section 363(f).

Because Section 363(f) is drafted in the disjunctive, only one of the conditions set forth in that statute needs to be met for a sale free and clear of interests to occur.

24. Under Section 363(f)(2), a bankruptcy debtor may sell estate property free and clear of interests where the interest holders consent to such a sale. 11 U.S.C. Section 363(f)(2). The requisite consent may be either express or implied from the circumstances surrounding the sale. To the extent that any creditor with an interest in the subject property receives notice of this Sale Motion and does not file any objections, they should be deemed to have implicitly consented to the contemplated transactions. *See Veltman v. Whetzal*, 93 F.3d 517 (8<sup>th</sup> Cir. 1996) (failure to object to proposed sale, coupled with agreement to stipulation on authorizing sale free of interest, constituted consent to the sale free and clear of interests); *Hargrove v. Pemberton (In re Tabore, Inc.)*, 175 B.R. 855 (Bankr. D. N.J. 1994) (failure to object to notice of sale or attend hearing deemed consent to sale for purposes of Section 363); *In re Shary*, 152 B.R. 724 (Bankr. N.D. Ohio 1993) (failure to object to transfer of liquor license issued by state constituted consent to sale). Therefore, either expressly or implicitly, the Debtor believes that the requirements of Section 363(f)(2) for the sale or transfer of the Assets free and clear of interests will be satisfied with respect to the interest holders.

25. The Debtor also requests that it be allowed to assume all of the Residential Leases and to assign these Residential Leases to the Buyer upon the closing of the proposed sale.

26. Under § 365 of the Bankruptcy Code, a debtor generally has the power, subject to court approval, to assume or reject executory contracts or unexpired leases to which the Debtor is a party. In judging the propriety of a debtor's decision to reject an executory contract or unexpired

lease, most courts, including the Fifth Circuit, have applied a “business judgment” standard. *See Sharon Steel Corp. v. National Fuel Gas Distrib. Corp. (In re Sharon Steel Corp.)*, 872 F.2d 36, 39-40 (3<sup>rd</sup> Cir. 1989); *Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1309 (5<sup>th</sup> Cir. 1985); *see also NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 523 (1984) (describing business judgment test as “traditional”).

27. The assumption and assignment of the Leases is a necessary component of the sale of the Assets, provides substantial benefit to all parties and is justified as an integral part of the sale of the Assets.

28. The Debtor submits that the foregoing constitutes adequate assurance of future performance but will provide any further proof required to meet its burden in this regard.

29. The Debtor submits that the assignment of the Leases will take place at the closing of the sale of the Assets.

30. Other grounds to be assigned upon a hearing hereof.

WHEREFORE, PREMISES CONSIDERED, the Debtor respectfully requests that this Court will, upon a hearing hereof, enter its order granting the Motion as described herein and will further authorize the Debtor to execute such documents as may be reasonably necessary to consummate the transactions herein. The Debtor prays for other such general and specific relief as this Court may deem just.

DATED, this the 5<sup>th</sup> day of May, 2017.

Respectfully submitted,

**ARLINGTON APARTMENTS OF JACKSON, LLC**

By Its Attorneys

Law Offices of John D. Moore, P.A.

/s/John D. Moore

JOHN D. MOORE, MSB NO. 10610

OF COUNSEL:

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**CERTIFICATE OF SERVICE**

I hereby certify that I electronically filed the foregoing with the Clerk of the Court using the ECF system which sent notification of such filing, and therefore served, according to the applicable rules, to the parties set forth in the Electronic Mail Notice List as of the date hereof, including the following:

Ronald H. McAlpin, Esq,  
[Ronald.McAlpin@usdoj.gov](mailto:Ronald.McAlpin@usdoj.gov)  
*OFFICE OF UNITED STATES TRUSTEE*

Alan Smith, Esq.  
[asmith@bakerdonelson.com](mailto:asmith@bakerdonelson.com)  
*ATTORNEY FOR LENDER*

THIS the 5<sup>th</sup> day of May, 2017.

/s/John D. Moore

JOHN D. MOORE





## SALE AND PURCHASE AGREEMENT FOR REAL PROPERTY

THIS AGREEMENT (the "Agreement") is made and entered into by and between **ARLINGTON APARTMENTS OF JACKSON, LLC**, a Mississippi limited liability company (the "Seller") and **BRETWOOD, L.L.C.**, an Alabama limited liability company (the "Buyer").

### RECITALS

A. Seller is the owner of fee simple title to that certain parcel or parcels of property located at 5845 Ridgewood Road, Hinds, Mississippi, more commonly known as the "Arlington Apartments" more particularly described in Exhibit A attached hereto, together with all improvements thereon (collectively, the "Property").

B. Buyer wishes to purchase and Seller desires to sell the Property pursuant to the terms stated herein (the "Sale").

C. Seller is currently a Debtor-in-Possession, pursuant to 11 U.S.C. §101, *et seq.* of the United States Code (the "Bankruptcy Code"), by virtue of that certain *Voluntary Petition for Non-Individuals Filing Bankruptcy* (the "Petition"), filed on February 22, 2017 in the United States Bankruptcy Court for the Southern District of Mississippi (the "Bankruptcy Court"); Cause Number 17-00624-EE (the "Bankruptcy Case").

D. All of the Property is encumbered by duly perfected first-priority pre-Petition liens and security interests (collectively, the "Liens"), securing all of the Property as collateral for Seller's repayment obligations pursuant to that certain commercial loan (the "Loan") in the original principal amount of \$3,200,000.00 from LaSalle Bank National Association, a national banking association (the "Original Lender") to Seller, as endorsed, transferred, and assigned to Elizon DB Transfer Agent LLC, a Delaware limited liability company (the "Lender"), as guaranteed by Albert Belmonte (the "Guarantor").

E. Lender agrees and consents to the Sale pursuant to the terms and conditions contained herein and agrees, upon Bankruptcy Court approval of the Sale and Lender's receipt of the Net Sale Proceeds (as defined herein) in good and immediately available funds, to execute all documentation necessary to fully, unconditionally and irrevocably release all of its Liens in and to the Property (the "Lien Release").

F. Guarantor agrees and consents to the Sale pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants, representations, warranties and agreements contained herein, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged by all the parties, it is agreed as follows:

## TERMS

1. **Incorporation of Recitals.** The Recitals to this Agreement are hereby incorporated into and made a part of this Agreement.

2. **Purchase Price and Terms of Payment.** The purchase price (the "Purchase Price") for the Property is Three Million Fifty Thousand AND 00/100THS (\$3,050,000.00) DOLLARS. The Purchase Price shall be paid by Buyer as follows:

A. Upon execution of this Agreement, Buyer shall deposit One Hundred Thousand AND 00/100THS (\$100,000.00) DOLLARS (the "Earnest Money Deposit") in a non-interest bearing trust account of Randall, Segrest, Weeks, Reeves & Sones, PLLC, Attn: Paul Randall (E-mail: [prandall@randallsegrest.com](mailto:prandall@randallsegrest.com), Phone: 601-956-2651), located at 992 Northpark Drive, Suite A, Ridgeland, MS 39157 (the "Escrow Agent").

B. At Closing (as defined herein), the Earnest Money Deposit and any other deposit(s) which may be made by Buyer hereunder will be disbursed by the Escrow Agent to the Lender and applied against the Purchase Price, and the balance of the Purchase Price after payment of all amounts due, owing and chargeable to Seller pursuant to the terms and conditions herein (the "Net Sale Proceeds") shall be paid to Lender by wired funds in accordance with the Lender's instructions.

C. The Escrow Agent shall be entitled to a fee of \$1,250.00 for his services rendered as Escrow Agent (the "Escrow Agent Fee").

3. **Conveyance and Title.** Subject to the terms and conditions of this Agreement and the approvals needed from the Bankruptcy Court, and for the consideration set forth herein, Seller agrees to convey, transfer, assign, sell and deliver to Buyer at Closing all of the following:

A. Fee Simple Title to the Property free and clear of any lien or claim;

B. All of Seller's right, title and interest, if any, in and to all easements, privileges, licenses, reservations, permits, approvals, authorizations, rights-of-way, consents and other use rights, interests and privileges owned or used by Seller in connection with the Property;

C. Possession of the Property, subject to tenants in possession under residential leases;

D. All deposits, licenses, permits, authorizations, warranties, approvals and contract rights pertaining to ownership and/or operation of the Property to the extent freely assignable by Seller, and all other rents and issues arising from the ownership of the Property;

E. All fixtures and equipment used or useful in the operation, repair and maintenance of the Property, and situated on the Property and owned by Seller; and

F. To the extent owned by Seller, the name "Arlington Apartments" and all logos, trademarks and other rights in connection therewith, the existing telephone number(s) for the Property and general intangible rights pertaining to the ownership and/or operation of the Property.

Conveyance of the Property shall be by a recordable Special Warranty Deed conveying good and marketable title in fee simple subject only to taxes for the year of Closing and subsequent years, not yet due and payable, and Permitted Exceptions, as defined hereinbelow.

4. **Verification of Title.** Seller shall provide to Buyer its existing title policy (or policies) and survey(s) within three (3) business days following the Effective Date, if any. Buyer shall immediately order and obtain a title insurance commitment (the "Title Commitment") at Buyer's sole cost and expense issued by Escrow Agent (the "Title Company"). Buyer may, at Buyer's sole cost and expense obtain a survey (the "Survey") of the Property to be prepared in accordance with Buyer's requirements. The Survey shall contain a legal description of the Property, which description shall be used in the deed conveying title to the Property and in the Title Commitment and Title Policy. Within three (3) days of Buyer's receipt of the Title Commitment, Buyer shall notify Seller of any objections to the Title Commitment (other than monetary liens), and Seller shall have ten (10) business days following receipt of Buyer's objections to elect to resolve Buyer's objections or to terminate this Agreement. If Seller elects to terminate this Agreement, Escrow Agent shall return the Earnest Money Deposit with any interest earned thereon to the Buyer, and neither party shall have any obligations or rights to or against the other. If Seller does not terminate the Agreement pursuant to the foregoing sentence it shall have thirty (30) days after the receipt of Buyer's objections within which to resolve Buyer's objections. In the event Seller is unable to satisfy Buyer's objections within said time period, Buyer may elect to cancel this Agreement, in which event Escrow Agent shall immediately return to Buyer the Earnest Money Deposit and any other deposit(s) made by Buyer together with any interest earned thereon and neither party shall have any obligations or rights to or against the other, or Buyer may waive in writing its title objections and accept the condition of title. Title exceptions (exclusive of any liens, all of which Seller hereby agrees to satisfy on or before Closing) approved or accepted in writing by Buyer shall hereinafter be referred to as "Permitted Exceptions".

5. **Inspection and Cooperation.** Commencing on the Effective Date of the Agreement, Buyer and/or its agents shall have the right to enter upon the Property for the purposes of surveying, staking, engineering, conducting soil tests, examining apartment units and conducting such other inspection work as Buyer shall reasonably deem appropriate, all at Buyer's sole cost and expense, including but not limited to Phase I and Phase II environmental studies and assessments. Buyer shall not disclose its environmental findings to any third party or government authority without the prior written consent of Seller, except that Buyer shall be entitled to share the same with its attorneys, lender representatives and/or other consultants with which it may confer in connection with this transaction. In addition, Buyer shall not unreasonably disturb or interfere with Seller's employees, staff or invitees at any time throughout the duration of the Agreement. Buyer, and its designees, shall have ten (10) calendar days from the Effective Date (the "Inspection Period") to conduct such tests, inspections, studies and investigations it reasonably deems appropriate to determine the viability and use of the Property and to determine whether the Property may be utilized in the manner intended by Buyer. Seller shall deliver to Buyer within five (5) business days of the Effective Date copies of all documents listed on **Exhibit B** (and any other materials reasonably requested by Buyer and in the possession of Seller) attached hereto affecting the

operation of the Property (collectively, the “Documents”). Further, to the extent available, Seller shall provide copies of all environmental, structural, termite and engineering reports as well as any plans or specifications and certificates of occupancy as part of the Documents. To the extent that Seller receives additional documentation after delivery of the Documents, Seller shall immediately forward the same to Buyer. Notwithstanding anything to the contrary contained herein, Buyer shall notify Seller in writing prior to the expiration of the Inspection Period which, if any, of the Service Contracts Buyer does not wish to assume at Closing and Seller shall terminate, prior to the Closing, those Service Contracts specified in Buyer’s notice which can be terminated without Seller incurring any cost or expense.

Seller hereby grants to Buyer and its designees the right to enter upon the Property to exercise the foregoing rights in order to determine whether the Property is suitable for Buyer's purposes, and Seller hereby agrees to reasonably cooperate with Buyer in connection with the foregoing provided that Seller incurs no cost in connection therewith (except as may be otherwise set forth in this Agreement). Any tests conducted in connection with such inspections shall be conducted so as not to damage the Property. Buyer agrees to repair or restore promptly any damage to the Property caused by Buyer, its agents and contractors. All such entries onto the Property shall be at the risk of Buyer, and Seller shall have no liability for any injuries sustained by Buyer or any of Buyer's agents or contractors. Buyer agrees to indemnify and hold Seller harmless from any and all loss, claim, action, demand or liability which may arise against Seller or the Property by virtue of any of Buyer's actions pursuant to this Section 5. Upon completion of Buyer's investigations and tests, Buyer shall restore the Property to the same condition, as it existed before Buyer's entry upon the Property. In the event any liens are filed on the Property as a result of Buyer's inspection pursuant to this paragraph, Buyer agrees to have such liens released within ten (10) days of notice of their existence.

Any Buyer's representative desiring access the Property must have (1) broad form commercial general liability insurance (occurrence insurance) with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, (2) business automobile liability insurance (occurrence insurance) for any owned, hired and non-owned vehicles with combined limits of not less than \$1,000,000.00, and (3) worker's compensation insurance in compliance with applicable laws. Any Buyer's representative desiring access to the Property in order to perform an invasive environmental test must also have (4) professional liability or errors and omissions insurance with combined limits of not less than \$1,000,000.00 and (5) pollution liability insurance with combined limits of not less than \$1,000,000.00, both with retroactive policy dates prior to or the same as the Effective Date. No person or entity desiring access to the Property shall have the right to access the Property until such person or entity delivers to Seller certificates of insurance evidencing the required coverage. Notwithstanding anything to the contrary contained in this Agreement, the insurance requirements set forth herein are not intended, and shall not be deemed, to limit Buyer's liability for any of its obligations under this Agreement.

In the event Buyer determines in its sole discretion that it is unable or unwilling to consummate the transaction contemplated by this Agreement, Buyer may cancel this Agreement by delivering written notice of such election to Seller at or prior to the expiration of the Inspection Period, in which event the Earnest Money Deposit held by Escrow Agent shall be immediately returned to Buyer. In the event Buyer does not cancel this Agreement by the expiration of the Inspection Period, then the rights and obligations of both parties under this Agreement shall continue, and the entire Earnest Money Deposit shall become non-refundable to Buyer, except in

the event of Seller default under the terms of this Agreement. The provisions of this Section 5 shall survive closing or termination of this Agreement.

6. **Closing.** The closing of this transaction (the "Closing") shall take place forty-five (45) days after the expiration of the Inspection Period and shall be extended in the event a storm or hurricane prevents Buyer from obtaining casualty insurance on the date of Closing for a period not to exceed thirty (30) days after expiration of the Inspection Period, provided, however, if this Closing does not occur on or before May 31, 2017, the Buyer shall have the option to cancel this Agreement and receive a refund of the Earnest Money Deposit. The Closing shall take place by overnight courier or at the offices of the Title Company.

7. **Adjustments and Prorations.** The following are to be prorated and apportioned as of the date of Closing and shall be adjusted against the Purchase Price:

A. Real estate and ad valorem taxes for the year of Closing shall be prorated through the date of Closing. If the taxes for the current year cannot be ascertained, those of the previous year shall be used.

B. Real estate and ad valorem taxes for tax years preceding the date of the Closing shall be paid by Seller.

C. All rents and any other incomes due to the Property, which are actually collected by Seller, shall be prorated as of the date of closing.

8. **Expenses of Closing.** The Seller shall pay and be responsible for the following costs: (a) the premium for the owner's policy of the title insurance (excluding any endorsements for the title insurance); and (b) any transfer taxes, documentary stamps, deed stamps, fees or similar charges assessed in connection with the recording of the Deed. The Buyer shall pay and be responsible for the following costs: (a) the costs for any endorsements for its owner's policy of title insurance; (b) the costs for any Loan Policy of Title Insurance, and (c) all recording taxes and charges; (d) the cost of any updated survey; and (e) any costs and expenses incurred by Buyer in connection with any financing it may obtain. The parties shall each be responsible for half of the Escrow Agent Fee. Each party shall be responsible for its own attorneys' fees and costs, except as provided otherwise by this Agreement. Buyer shall receive a credit against the Purchase Price at closing for all security deposits shown on the rent roll or in the leases and prepaid rent of the tenants under the leases to the extent the same, or portions thereof.

9. **Closing Documents.**

A. Seller shall execute and/or deliver the following documents at Closing:

1. Special Warranty Deed, subject only to the Permitted Exceptions;
2. Bill of Sale;
3. Mechanics' lien, possession and gap affidavit;

4. The closing statement itemizing the dollar amounts of all financial matters related to the Closing, including the adjustments and prorations provided herein;
5. A FIRPTA affidavit;
6. Assignment and Assumption of leases;
7. Assignment and Assumption of any and all contracts, warranties, permits, and licenses (the “Contracts”);
8. A current Rent Roll, certified by the Seller to be materially accurate as of the date of Closing;
9. Any affidavit regarding withholding tax required by Mississippi law; and
10. Such other documents as may be legally required, in consummating the transaction contemplated by this Agreement.

B. Buyer shall execute and/or deliver the following documents at Closing:

1. The balance of the Purchase Price;
2. Assignment and Assumption of leases;
3. Assignment and Assumption of Contracts;
4. The closing statement, itemizing the dollar amounts of all financial matters related to the Closing, including the adjustments and prorations provided for herein; and
5. Such other documents as may be reasonably required, necessary or useful in consummating the transaction contemplated by this Agreement.

10. **Seller Representations, Warranties and Covenants.** Seller represents and warrants to Buyer and covenants and agrees with Buyer as follows:

- (a) Prior to closing, no portion of the Property or any interest therein shall be alienated, further encumbered, conveyed or otherwise transferred.
- (b) Seller is a limited liability company organized, validly existing and in good standing under the laws of the State of Mississippi. Other than as mandated by the Bankruptcy Code, including but not limited to the need for approval of the Sale by the Bankruptcy Court, the execution, delivery and performance of this Agreement by Seller has been duly authorized and no consent of any other person or entity to such



execution, delivery and performance is required to render this document a valid and binding instrument enforceable against Seller in accordance with its terms.

- (c) Seller is not a "foreign person" within the meaning of the United States tax laws and to which reference is made in Internal Revenue Code Section 1445(b)(2). At Closing, Seller shall deliver to Buyer an affidavit to such effect.
- (d) Seller agrees not to enter into any written or oral service contract or other agreement with respect to the Property that will not be fully performed by Seller on or before the Closing Date, or that will not be cancelable by Purchaser without liability on or after the Closing Date, without the prior written consent of Purchaser.
- (e) Seller agrees to maintain full and adequate casualty, loss of rents and liability insurance at all times prior to closing.
- (f) Seller has not received and does not know of any written notice from any governmental or quasi-governmental agency or insurance underwriter requiring or suggesting that Seller should correct (which has not previously been corrected) any condition or modify or add any improvement with respect to the Property.
- (g) Seller has not received and does not know of any written notice of any pending condemnation action with respect to all or any portion of the Property, and there is no existing condemnation or other legal proceeding affecting the existing use of the Property by any governmental authority having jurisdiction over or affecting all or any part of the Property.
- (h) Other than as disclosed of public record in the Bankruptcy Case, there are no unpaid assessments (governmental or otherwise) for sewers, water, paving, electrical power or otherwise affecting the Property (matured or unmatured) and no such assessments, to Seller's knowledge, are threatened.
- (i) Other than as disclosed of public record in the Bankruptcy Case, at the Closing, there will be no unpaid bills or claims in connection with the Property.

Subject to applicable provisions of the Bankruptcy Code, the representations, warranties, and covenants in this Section 10 shall survive Closing for a period of twelve (12) months.

11. **Brokerage Commission.** Buyer and Seller each warrant and represent that neither of them have engaged a real estate agent or broker in connection with the transactions hereunder. Lender warrants and represents that it has engaged Cushman & Wakefield of Georgia, Inc. (the "Broker") in connection with the transactions hereunder and that, pursuant to a separate agreement existing by and between Lender and Broker, Broker is due a total commission of One Hundred Thousand AND 00/100THS (\$100,000.00) DOLLARS (the "Broker's Commission"). Lender warrants and represents that it is solely responsible for payment of the Broker's Commission, and that such Broker's Commission shall be earned by and payable to the Broker only upon the consummation of this Closing and with all Net Sale Proceeds having been tendered to Lender in good and immediately available funds. Subject to applicable provisions of the Bankruptcy Code, in any litigation arising out of this Agreement concerning the Broker or Broker's Commission, the



prevailing party shall recover reasonable attorneys' fees and costs. Subject to applicable provisions of the Bankruptcy Code, Buyer, Seller and Lender agree that in the event of a breach of the warranties and representations in this paragraph, the breaching party shall indemnify and hold the non-breaching party harmless with respect to any loss or claim concerning the Broker or Broker's Commission, including all attorneys' fees and costs of litigation through appellate proceedings. Subject to applicable provisions of the Bankruptcy Code, this paragraph shall survive the Closing of this transaction.

12. **Establishment of Escrow.** Buyer and Seller both hereby acknowledge and agree that Escrow Agent shall hold and deliver the Earnest Money Deposit and all other deposits which may be made under this Agreement in accordance with the terms and conditions of this Agreement and that Escrow Agent shall be relieved of all liability and held harmless by both Seller and Buyer in the event Escrow Agent makes any disbursement of such monies in accordance with the terms and provisions of this Agreement. Escrow Agent shall be relieved from any responsibility or liability and held harmless by both Buyer and Seller in connection with the discharge of any of Escrow Agent's duties hereunder provided that Escrow Agent exercises ordinary and reasonable care in the discharge of such duties. In the event of any dispute between the Buyer and Seller as to the disbursement of such deposit(s), Escrow Agent shall have the right to deliver the deposit(s) into the registry of the Bankruptcy Court and, upon such delivery, Escrow Agent shall be discharged from any and all further obligations and liabilities hereunder. The deposit(s) shall be placed in a non-interest-bearing account of a federally insured financial institution. In the event of any dispute between the Buyer and Seller as to the disbursement of such deposit(s), wherein Escrow Agent seeks to deposit the Earnest Money Deposit into the registry of the Bankruptcy Court, then in such event, Escrow Agent shall be entitled to recovery from such deposit of its reasonable costs and expenses incurred.

13. **Buyer's Default and Seller's Conditions Precedent.** In the event of a default by Buyer under this Agreement, Buyer's Earnest Money Deposit and any other deposit(s) made by Buyer hereunder together with any interest earned thereon shall be paid to Lender as liquidated damages in full settlement of any and all claims against Buyer arising out of this Agreement, with Lender to credit Seller for any such funds received and to apply said funds to reduce the Seller's outstanding obligations under the Loan in accordance with the terms and conditions of the documents evidencing the Loan, with Seller making disclosure to the Bankruptcy Court of any such payment received. As of the Closing, Buyer shall not be in material default in the performance of any covenant or agreement to be performed by Buyer under this Agreement. All representations and warranties made by Buyer in this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the Closing. If either of these conditions precedent is not satisfied on or before the Closing, Seller shall have the right, in its sole discretion, either to waive in writing such conditions precedent and proceed with the sale or terminate this Agreement, whereupon the Earnest Money Deposit shall be released to Lender, except as provided herein, and thereafter none of the parties hereto shall have any further obligations under this Agreement, except for those provisions that survive termination.

14. **Seller's Default and Buyer's Conditions Precedent.** In the event of a default by Seller under this Agreement, the Buyer shall be entitled to a return of the Earnest Money Deposit and any other deposits which may have been made by Buyer hereunder plus any interest accrued thereon, or Buyer shall have the right to seek specific performance as its remedy. If Buyer elects to seek specific performance of this Agreement, Buyer must file its litigation in the Bankruptcy Court

within sixty (60) days of the alleged default as Buyer shall be deemed to have waived the remedy of specific performance. As of the Closing, Seller shall not be in material default in the performance of any covenant or agreement to be performed by Seller under this Agreement. All representations and warranties made by Seller in this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the Closing. If either of these conditions precedent is not satisfied on or before the Closing, Buyer shall have the right, in its sole discretion, either to waive in writing such conditions precedent and proceed with the sale or terminate this Agreement, whereupon the Earnest Money Deposit shall be released to Buyer, and thereafter none of the parties hereto shall have any further obligations hereunder, except for those provisions that survive termination.

15. **Warranties and Representations of Buyer.**

- (a) Buyer is an Alabama limited liability company organized, validly existing and in good standing. The execution, delivery and performance of this Agreement by Buyer have been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this document a valid and binding instrument enforceable against Buyer in accordance with its terms.
- (b) Buyer hereby warrants and represents to Seller that it is in existence and in good standing and that it has full power and legal authority to enter into this Agreement for the purchase of the Property. Buyer further warrants and represents that neither its execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will result in a breach of, or violation of, any agreement or covenant to which Buyer is signatory or is otherwise bound.
- (c) There is no action, suit or proceeding pending or, to Buyer's knowledge, threatened against Buyer in any court or by or before any other governmental agency or instrumentality which would prohibit its entering into this Agreement or performing any of its obligations under or pursuant to this Agreement.
- (d) Buyer is a sophisticated investor and its decision to purchase the Property is based upon its own independent expert evaluations of the Property, the Bankruptcy Case, and other materials requested by Buyer and its agents. Buyer further acknowledges that no employee or representative of Seller has been authorized to make, and that Buyer has not relied upon, any statements or representations other than those specifically contained in this Agreement. Additionally, Buyer acknowledges that Seller makes no warranty or representation other than those warranties or representations specifically set forth in this Agreement or arising by operation of law, including, but not limited to, any warranty of condition, habitability, merchantability, or fitness for a particular purpose of the Property or any portion thereof, or with respect to the environmental or physical condition of such Property. Seller hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as, to, or concerning any matter not specifically covered in this Agreement, including but not limited to (i) the presence or absence of any environmentally toxic or hazardous substances on, in or under the Property or on, in or under any property adjacent to such Property or (ii) the manner of construction or condition or state of repair or lack of repair of any improvements located thereon.

16. **Condemnation.** If any authority having the right of eminent domain shall commence negotiations with Seller or shall commence legal action against Seller for the damaging, taking or acquiring of all or a portion of the Property, either temporarily or permanently, by condemnation or by exercise of the right of eminent domain, Seller shall immediately give notice of the same to Buyer. If the damaging, taking or acquiring would affect all or a portion of the Property that, according to Buyer's good faith estimate, would involve a portion of the Property valued at more than ten percent (10.00%) of the Purchase Price (the "Threshold Amount"), Buyer shall have the right, at its option, to terminate this Agreement by giving notice thereof to Seller on or before the date of Closing, in which event Buyer shall be released of all further obligations hereunder and Buyer's Earnest Money Deposit and any other deposit(s) made by Buyer together with any interest earned thereon shall be returned to the Buyer. If Buyer does not so terminate this Agreement or the taking does not involve a portion of the Property in excess of the Threshold Amount, the Purchase Price for the Property shall be reduced by the total of any awards, settlement proceeds, or other proceeds received by the Seller prior to date of Closing with respect to any damaging, taking or acquiring. At Closing, Seller shall assign to Buyer all rights of Seller in and to any such awards, settlement proceeds or other proceeds which are payable at or after the date of Closing. The risk of condemnation or eminent domain shall be borne by the Seller until the date of Closing. In the event of any negotiations with any authority regarding the payment of any awards or other sums or regarding any settlement on account of any damaging, taking or acquiring through condemnation or eminent domain, Seller will inform Buyer of all such negotiations of which Seller has notice and will permit Buyer to take part therein.

17. **Risk of Loss.** The Property shall be conveyed to Buyer in the same condition as on the Effective Date of this Agreement, ordinary wear and tear excepted, free of all tenancies or occupancies except those under the Leases or hereafter approved by Buyer in writing, and Seller shall not remove any fixtures from the Property between the Effective Date and Closing. From the Effective Date until the Closing, Seller shall continue to operate and manage the Property and the business on the Property in a reasonable, diligent, and prudent manner and shall provide or cause to be provided all such services with respect to the Property including the leasing of apartment units located at the Property, on the same terms and conditions with prior practices, on a lease form approved by the Buyer. Buyer will inspect the Property prior to Closing, and in the event the condition of the Property has deteriorated, ordinary wear and tear excepted, from the Effective Date, the Buyer shall be entitled to a credit against the Purchase Price in amount sufficient to return the Property to its condition as of the Effective Date, as determined by the reasonable estimate of the Buyer. Seller agrees to maintain full and adequate casualty, loss of rents and liability insurance at all times prior to closing, and provide evidence of the same to the Buyer. In the event that the Improvements or a material portion thereof are damaged or destroyed by fire or other casualty prior to Closing, Seller shall have the option to repair and restore the Property to the same condition as before the fire or casualty and closing shall be deferred for up to one hundred eighty (180) days to permit such repair and restoration. If Seller elects not to repair and restore or if Seller is unable to repair and restore within such one hundred eighty (180) day period, then Buyer shall have the option of either: (i) cancelling this Agreement and receiving a refund of the Earnest Money Deposit and all interest earned thereon, whereupon all parties hereto shall be released from all further obligations under this Agreement, or (ii) proceeding with closing in which case Buyer shall be entitled to all insurance proceeds and to a credit equal to the insurance deductibles.

18. **Notice.** All notices required or allowed by this Agreement shall be delivered in person, by third party courier (including overnight courier service such as Federal Express), by facsimile, electronically (E-mail), or by certified mail, return receipt requested, postage prepaid, addressed to the party or person to whom notice is to be given, at the following addresses:

To Seller: Arlington Apartments of Jackson, LLC  
832 Custer Avenue  
Evanston, IL 60202  
Attention: Albert Belmonte  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail \_\_\_\_\_

And a copy to: John D. Moore, Esq.  
John D. Moore, P.A.  
301 Highland Park Cove, Suite B  
Ridgeland, MS 39157  
Telephone: (601) 853-9131  
Fax : (601) 853-9139  
E-mail: [john@johndmoorepa.com](mailto:john@johndmoorepa.com)

To Buyer: BRETWOOD, L.L.C.  
2920 6<sup>th</sup> Avenue South  
Birmingham, AL 35233  
Attention: Bret Connor  
Telephone: (205) 862-3997  
Fax: (205) \_\_\_\_\_  
E-mail: [bretconnorjr@gmail.com](mailto:bretconnorjr@gmail.com)

And a copy to: Claude McCain ("Mac") Moncus, Esq.  
Baker Findley, Esq.  
Corley Moncus, P.C.  
728 Shades Creek Parkway, Suite 100  
Birmingham, AL 35213  
Telephone: (205) 879-5959  
Fax: (205) \_\_\_\_\_  
E-mail: [cmoncus@cmwlaw.com](mailto:cmoncus@cmwlaw.com)  
[bfindley@cmwlaw.com](mailto:bfindley@cmwlaw.com)

To Guarantor: Albert Belmonte  
832 Custer Avenue  
Evanston, IL 60202  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

And a copy to: John D. Moore, Esq.  
John D. Moore, P.A.  
301 Highland Park Cove, Suite B  
Ridgeland, MS 39157  
Telephone: (601) 853-9131  
Fax : (601) 853-9139  
E-mail: [john@johndmoorepa.com](mailto:john@johndmoorepa.com)

To Lender: Elizon DB Transfer Agent LLC  
53 Forest Avenue  
Old Greenwich, CT 06870  
Attention: Mitchell Levine  
Telephone: (203) 409-3575  
Fax: (203) 698-0869

And a copy to: Alan L. Smith, Esq.  
BAKER, DONELSON, BEARMAN,  
CALDWELL & BERKOWITZ, PC  
One Eastover Center  
100 Vision Drive  
Jackson, Mississippi 39211  
Telephone: (601) 351-8932  
Facsimile: (601) 974-8932  
E- mail: [asmith@bakerdonelson.com](mailto:asmith@bakerdonelson.com)

Notice shall be deemed to have been given upon (a) receipt by recipient if personally delivered, (b) delivery by courier, or (c) facsimile or electronic means with evidence of transmission or delivery.

19. **Assignability.** Buyer shall be entitled to assign its rights hereunder to any entity owned and controlled by Buyer or Buyer's principals. Any other assignment of Buyer's rights hereunder shall require the Seller's prior written consent. In the event of an approved assignment, Buyer shall be released from any and all of its obligations hereunder, provided that the Buyer's assignee agrees to be fully bound by the terms and conditions of this Agreement as if said assignee were the original signatory hereto.

20. **Miscellaneous.** This Agreement constitutes the entire agreement of the parties with respect to the Property described herein. This Agreement may not be amended or modified orally. All understandings and agreements heretofore between the parties with respect to the Property are merged in this Agreement which alone fully and completely expresses their understanding. Handwritten and initialed provisions shall supersede typewritten provisions. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Agreement shall remain in full force and effect. Whenever used, the singular number shall include the plural; the plural number shall include the singular; and the use of any gender shall include all genders. This Agreement shall be governed by the laws of the State within which the Property is located.

This Agreement may not be amended, modified, altered or changed in any respect whatsoever except in writing duly executed by the parties hereto. Buyer shall have the right to assign this Agreement to a related entity with consent of the Seller, which consent shall not be unreasonably withheld. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision hereof. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns and legal representatives. Time is of the essence with respect to all matters contained herein. All time periods shall be computed in calendar days unless otherwise stated. Whenever any time period is to be computed hereunder, the day from which the period shall run is not to be included, and any period ending on a Saturday, Sunday or legal holiday will be extended to the next business day. This Agreement may be executed in counterparts by the parties hereto and each shall be considered an original, but all such counterparts shall be construed together as representing one agreement between the parties hereto.

21. **Effective Date.** This Agreement is enforceable and binding against all parties upon the last date that either Buyer or Seller executes this Agreement (the "Effective Date").

22. **Litigation and Attorneys' Fees.** If it shall be necessary for either party to this Agreement to bring suit to construe, interpret or enforce any provisions hereof or for damages on account of any breach of this Agreement, subject to the provisions of the Bankruptcy Code, the prevailing party on any issue in any such litigation and any appeals therefrom shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and a reasonable attorneys' fee as fixed by the court.

23. **"AS-IS, WHERE-IS" CONDITION.** AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, SELLER AND BUYER AGREE THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, THE CLOSING DOCUMENTS AND APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, BUYER IS ACQUIRING THE PROPERTY "AS-IS, WHERE-IS" WITH ALL FAULTS AND DEFECTS, LATENT AND PATENT. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT AND IN THE CLOSING



DOCUMENTS, NEITHER SELLER NOR LENDER HAS MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, STATEMENTS, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, AND THE PRESENCE OR ABSENCE OF ANY POLLUTANT, HAZARDOUS WASTE, SOLID WASTE, GAS OR OTHER SUBSTANCE ON OR ABOUT THE PROPERTY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY INTEND TO CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION OVER THE PROPERTY, INCLUDING WITHOUT LIMITATION, ALL APPLICABLE ZONING AND CODE ENFORCEMENT LAWS, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (F) ANY OTHER MATTER RELATED TO OR CONCERNING THE PROPERTY. BUYER SHALL NOT SEEK RECOURSE AGAINST SELLER OR LENDER ON ACCOUNT OF ANY LOSS, COST OR EXPENSE SUFFERED OR INCURRED BY BUYER WITH REGARD TO ANY OF THE MATTERS DESCRIBED IN CLAUSES (A) THROUGH (F) ABOVE AND BUYER HEREBY ASSUMES THE RISK OF ANY ADVERSE MATTERS RELATED TO THE MATTERS DESCRIBED IN THIS SECTION. BUYER ACKNOWLEDGES THAT BUYER, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, SHALL RELY SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF SELLER OR LENDER, OR ANY STATEMENT, REPRESENTATION OR OTHER ASSERTION MADE BY SELLER OR LENDER WITH RESPECT TO THE PROPERTY, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT AND IN THE CLOSING DOCUMENTS. BUYER FURTHER ACKNOWLEDGES THAT NO INDEPENDENT INVESTIGATION OR VERIFICATION HAS BEEN OR SHALL BE MADE BY SELLER OR LENDER WITH RESPECT TO ANY INFORMATION SUPPLIED BY OR ON BEHALF OF SELLER OR LENDER CONCERNING THE PROPERTY, AND NEITHER SELLER NOR LENDER MAKE ANY REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, IT BEING INTENDED BY THE PARTIES THAT BUYER SHALL VERIFY THE ACCURACY AND COMPLETENESS OF SUCH INFORMATION ITSELF. BUYER ACKNOWLEDGES THAT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS SECTION ARE AN INTEGRAL PORTION OF THIS AGREEMENT AND THAT NEITHER SELLER NOR LENDER WOULD AGREE TO THE SALE OF THE PROPERTY TO BUYER FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMERS, AGREEMENTS, STATEMENTS AND CONDITIONS SET FORTH IN THIS SECTION.

24. Pending Bankruptcy. Buyer acknowledges that Seller proposes to deliver title to the Property to Buyer via the asset disposition process found at Section 363 and related sections of the Bankruptcy Code, and that Seller is currently waiting for necessary Bankruptcy Court approvals to be obtained. The parties have collectively decided to execute this Agreement pending such Bankruptcy Court approvals as if such approvals had already been obtained prior to the Effective Date.

25. Deferred Maintenance Credit. At Closing, the Buyer shall receive a credit against the Purchase Price in the amount of Fifty Thousand AND 00/100THS (\$50,000.00) DOLLARS for deferred maintenance costs.

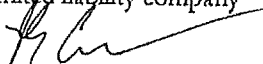
[Signature page to follow]



IN WITNESS WHEREOF, the parties have executed this Agreement on the dates specified below.

**BUYER:**

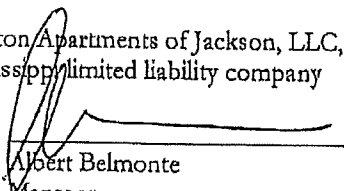
BRETWOOD, L.L.C.,  
an Alabama limited liability company

By:   
Name: Robert B. Connor, Jr.  
Title: Authorized Signatory

Date Executed: April 21, 2017

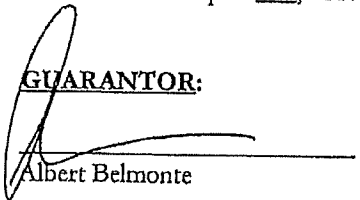
**SELLER:**

Arlington Apartments of Jackson, LLC,  
a Mississippi limited liability company

By:   
Name: Albert Belmonte  
Title: Manager

Date Executed: April 19, 2017

**GUARANTOR:**

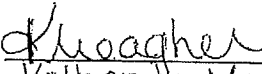
  
Albert Belmonte

Date Executed: April 19, 2017

**LENDER:**

Elizon DB Transfer Agent LLC,  
a Delaware limited liability company

By: Ellington Management Group, LLC, its sole member

By:   
Name: Katherine Meagher  
Its: Authorized Signatory

Date Executed: April 20, 2017

**Exhibit A**

PART OF THE SE 1/4, SECTION 1, T6N-R1E, JACKSON, HINDS COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE ORIGINAL NORTHWEST CORNER OF LOT 23, BLOCK A, ADKINS ESTATES, PART 2, AS RECORDED IN PLAT BOOK 14 AT PAGE 26 OF THE CHANCERY RECORDS OF HINDS COUNTY, MISSISSIPPI AND RUN THENCE WEST, 28.15'; RUN THENCE NORTH, 1014.98' TO A POINT ON THE PRESENT WEST RIGHT-OF-WAY LINE OF RIDGEWOOD ROAD MARKING THE NORTHEAST CORNER OF THE NOW OR FORMER ALBERTSON'S, INC. PROPERTY AS DESCRIBED IN DEED BOOK 5254 AT PAGE 570 OF THE AFORESAID CHANCERY RECORDS AND THE POINT OF BEGINNING FOR THE PROPERTY HEREIN DESCRIBED; RUN THENCE N89°08'06"W, ALONG THE NORTH BOUNDARY OF THE SAID ALBERTSON'S, INC. PROPERTY, 724.11' TO THE EAST BOUNDARY OF THE LAKELAND DEVELOPMENT CORP. PROPERTY AS DESCRIBED IN DEED BOOK 3686 AT PAGE 699 OF THE AFORESAID CHANCERY RECORDS; RUN THENCE N5°41'20"E, ALONG THE EAST BOUNDARY OF THE SAID LAKELAND DEVELOPMENT CORP. PROPERTY, 300.00' TO THE SOUTH BOUNDARY OF THE SAID JACKSON HMA, INC. PROPERTY, 228.00'; RUN THENCE S89°12'35"E, ALONG THE SOUTH BOUNDARY OF THE JACKSON HMA, INC. PROPERTY, THE SOUTH BOUNDARY OF THE KWIK SERVICE LAUNDRY & CLEANERS PROPERTY, AS DESCRIBED IN DEED BOOK 2296 AT PAGE 395 AND THE SOUTH BOUNDARY OF THE HALLMARK CLEANER, INC. PROPERTY AS DESCRIBED IN DEED BOOK 4926 AT PAGE 641, ALL IN THE AFORESAID CHANCERY RECORDS, 488.00' TO THE AFORESAID PRESENT WEST RIGHT-OF-WAY LINE OF RIDGEWOOD ROAD, 300.50' TO THE POINT OF BEGINNING; CONTAINING 4.9508 ACRES, MORE OR LESS.

**Exhibit B**

To the extent in Seller's possession:

**Current Rent Roll**

All operating statements, including income and expense statements, year-end financial and monthly operating statements, general ledgers and any and all books and records for the Property (collectively, the "Books and Records") for the time period covering Seller's ownership of the Property.

**Previous title policy**

**Service Contracts and any other contracts or agreements affecting the Property**

All permits, licenses or approvals issued by any governmental body or agency having jurisdiction over the Property, related to the ownership and/or operation of the Property

**Phase I Environmental Report**

**Existing Survey**

**Insurance policies (the "Insurance Policies")**

**Real Estate and Personal Property Tax Bills**