

Date: November 17, 2015

Property: _____

SPERRY VAN NESS® / INTERSTATE AUCTION® COMPANY

1450 S. Johnson Ferry Rd, Ste 225
Atlanta GA 30319

404-303-1232
404-303-7997-Fax

PURCHASE AND SALE AGREEMENT

As a result of the efforts of Sperry Van Ness® Interstate Auction® Company, Licensed Real Estate Brokers and Auctioneers, hereinafter referred to as "Auctioneer", the undersigned Purchaser agrees to buy, and the undersigned Seller agrees to sell, all that tract or parcel of land lying and being in Hamilton County, State of Tennessee being more particularly described in Exhibit C, attached hereto and made a part hereof, together with all lighting fixtures, all electrical, mechanical, plumbing, heating, air conditioning, and any other systems or fixtures as are attached thereto, all plants, trees, and shrubbery now on the premises; together with all improvements thereon and appurtenant thereto, collectively hereinafter referred to as the "Property". The total purchase price, as calculated below

High Bid	\$ _____
Buyer's Premium <u>10</u> %	\$ _____
Total Purchase Price	\$ _____

is to be paid, in cash, in full, at closing. Purchaser's obligation to close shall not be contingent upon Purchaser's ability to obtain financing. All closing costs not required by law to be paid by the Seller will be the responsibility of the Purchaser.

Purchaser has paid to Title Guaranty and Trust, hereinafter referred to as "Escrow Agent" an Earnest Money Deposit of _____ (10% of Total Purchase Price) the Earnest Money Deposit, which Earnest Money Deposit is to be promptly deposited into an escrow account maintained by Escrow Agent when Agreement has been accepted by all parties hereto and is to be applied as part payment of the purchase price at time of closing. Said Earnest Money Deposit shall be applied as part payment of purchase price of said Property at the time the sale is consummated. The parties hereto understand and acknowledge that disbursement of moneys held by Escrow Agent can occur only as follows: (a) at closing; (b) upon written agreement signed by all parties having an interest in said funds; (c) upon court order; or (d) upon failure of any contingency or failure of either party to fulfill the obligations thereof contained in this Agreement. If any dispute arises between Purchaser and Seller as to the final disposition of all or part of the moneys, Escrow Agent may, at his option, notify Purchaser and Seller in writing that Escrow Agent is unable to resolve such dispute and may interplead all or any disputed part of the moneys into court, whereupon Escrow Agent shall be entitled to be compensated by the party who does not prevail in the interpleader action for the costs and expenses, including Auctioneer's commission and reasonable attorney's fees incurred in filing said interpleader; or upon fifteen (15) days written notice to the parties, Escrow Agent may make a disbursement of the moneys upon a reasonable interpretation of this Agreement. In either event, the parties hereto shall thereafter make no claim against Escrow Agent or Auctioneer for said disputed moneys and shall not seek damages from Escrow Agent or Auctioneer by reason thereof or by reason of any other matter arising out of this Agreement or the transaction contemplated hereunder.

Seller warrants that it presently has title to said Property and at the time the sale is consummated agrees to convey good and marketable title to said Property to Purchaser by Special Warranty Deed as described in attached Title Commitment Letter marked Exhibit C subject only to any leases in effect or tenants at will. In the event leases are specified in the Agreement, Purchaser agrees to assume Seller's responsibility thereunder to the tenant(s) and broker(s) who negotiated such leases.

Seller and Purchaser agree that such documents as may be legally necessary to carry out the terms of this Agreement shall be executed and delivered by such parties at the time the sale is consummated.

Seller warrants that when the sale is consummated the improvements on the Property will be in the same condition as on the date hereof, normal wear and tear excepted. However, should the premises be destroyed or substantially damaged before the Agreement is consummated, then at the election of Purchaser, (a) the Agreement may be canceled, or (b) Purchaser may consummate the Agreement and receive such insurance proceeds as may be paid on the claim of loss. The election is to be exercised within ten (10) days after the amount of Seller's damage is determined.

Commission is to be paid to Auctioneer pursuant to and in accordance with that certain Agreement between Auctioneer and Seller regarding authorization and compensation, which documents are incorporated herein by reference. Seller agrees to pay Auctioneer the full commission when the sale is consummated and in the event the sale is not consummated because of Seller's refusal to perform any of the Seller's covenants herein, the Seller shall pay the full commission to Auctioneer and Auctioneer shall return the Earnest Money Deposit to Purchaser.

Purchaser agrees that if Purchaser fails or refuses to perform any of Purchaser's covenants herein, Purchaser authorizes escrow agent to release the Earnest Money Deposit to Seller and Auctioneer as liquidated damages of Seller and Auctioneer. Upon release of the Earnest Money Deposit as liquidated damages, Escrow Agent, Auctioneer and Seller shall be released from any and all liability for return of Earnest Money Deposit to Purchaser.

Possession of the premises shall be granted by Seller to Purchaser subject to any lease that may be in force no later than date of closing.

The real estate taxes, rents and operating expenses for the property shall be prorated at closing.

The Purchaser shall pay the State of Tennessee real estate deed transfer tax.

Time is of the essence of this Agreement.

The sale shall be closed on or before 30 days from acceptance of the contract by the Seller.

The sale shall be closed by Title Guaranty and Trust at 617 Walnut Street, Chattanooga, TN 37402 (423-266-5751).

The Purchaser shall be responsible for scheduling the closing with the closing agent.

Exhibit A: Addendum to Sale Contract Privately Held Investments is attached hereto and made a part hereof by reference.

The undersigned Purchaser certifies that he or she is of legal age and has full legal capacity and authority to understand, execute, and deliver this Agreement on behalf of himself/herself. If Purchaser is purchasing on behalf of a for-profit entity, non-profit organization, or public agency, then Purchaser is executing this Agreement on behalf of such entity and Purchaser certifies to Seller that Purchaser has the authority to execute this Agreement on behalf of such entity and shall be bound by the matters contained herein. In consideration of being permitted to bid at the Auction, and/or submit this offer, Purchaser hereby certifies to Seller and Auctioneer the following:

Purchaser understands that Purchaser is responsible for independently inspecting and reviewing all aspects of the Property or Properties which are the subject of this Agreement, including, but not limited to, the physical, legal, and economic aspects of such Property or Properties. Further, Purchaser understands and agrees: (1) that such Property or Properties are sold "As is", "Where is" with no warranty expressed or implied about condition, use or potential economic benefit (Seller and Auctioneer expressly disclaiming any warranties of habitability, fitness for intended use or particular purpose and all other implied warranties) and that Purchaser is accepting all defects, both apparent and latent, at Purchaser's own, absolute and exclusive risk, (2) that such Property or Properties are acceptable in its or their present condition, and that Purchaser has had ample opportunity to visit the Property or Properties prior to executing this Agreement, (3) that various oral and written information has been made available to Purchaser concerning such Property or Properties, but Seller and Auctioneer make no representation, warranty or other assertions, expressed or implied, with respect to the accuracy, completeness or content of such information or otherwise relating thereto, and Purchaser understands that the Purchase and Sale Agreement (the "Agreement") to be entered into between Seller and Purchaser is the only agreement oral or written, between Seller and Purchaser concerning such Property or Properties, (4) that Seller and Auctioneer will not have any liability whatsoever for any alleged oral or written representations, warranties, or agreements relating to such Property or Properties other than as expressly set forth in the Agreement; and (5) that Purchaser has, prior to the execution of the Agreement, read the Agreement and that Purchaser fully understands the legal effect of the Agreement, such questions have been answered by counsel of Purchaser's choice and Purchaser has not relied upon any representation of Seller and Auctioneer, their agents or legal counsel, regarding the Agreement.

Seller and Purchaser acknowledge that various substances used in the construction of the improvements on the Property or otherwise located on the Property may be or may in the future be determined to be toxic, hazardous, or undesirable and may need to be specially treated, handled and/or removed from the Property. Persons who have an interest in the

Property may be required by law to undertake clean-up of such substances. Seller and Purchaser acknowledge that (i) the Auctioneer has no expertise with respect to toxic wastes, hazardous materials or undesirable substances, (ii) that such materials can be extremely costly to correct and remove, (iii) that Auctioneer has made no investigations or representations with respect to such materials, and (iv) in being involved in this transaction, Auctioneer is relieved from all liability related thereto. Seller and Purchaser therefore release Auctioneer from any claim, related to toxic waste, hazardous materials and/or undesirable substances. It is the duty of the Purchaser to obtain an opinion from a recognized and licensed environmental specialist regarding any condition of the Property which could be in violation of the Environmental Protection Act or other environmental rules, laws, regulations, or ordinances.

Every Purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in your children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Purchaser with any information on lead based paint hazards from risk assessments or inspections in the Seller's possession and notify the Purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible hazards is recommended prior to purchase.

Purchaser acknowledges that closing shall constitute acceptance of the Property.

Auctioneer is representing the Seller in the sale of this real estate and has no brokerage engagement or material relationship with the Purchaser. The parties to the sale acknowledge that Auctioneer has a brokerage engagement with the Seller and as such represents the Seller. Auctioneer will treat all prospective purchasers honestly and timely disclose to purchasers all material adverse facts pertaining to physical condition of the Property actually known by Auctioneer which could not be discovered by a reasonably diligent inspection by Purchaser. Auctioneer may provide assistance to Purchaser by performing ministerial acts such as filling in blanks on attorney approved agreements and conveying them to Seller, locating inspectors, attorneys, and all other like or similar services. Auctioneer's compensation to this transaction is as stated in a separate Agreement between Seller and Auctioneer, which Agreement is incorporated herein by reference. Seller and Purchaser each agree that Auctioneer is not responsible for the actions or inactions of any other party to this Agreement.

If any term of this Agreement is determined by a court to be invalid, or unenforceable, the remainder of the Agreement shall not be affected and shall remain enforceable.

This Agreement constitutes the sole and entire agreement between the parties hereto and no modifications of this Agreement shall be binding unless attached hereto and signed by all parties to this Agreement. No representation, promise, or inducement not included in this agreement shall be binding upon any party hereto.

THIS INSTRUMENT SHALL BE regarded as an offer by the Seller or Purchaser who first signs to the other and is open for acceptance by the other until 5:00 P.M. on the 19th day of November, 2015, at which time written acceptance of such offer must have been actually received by Auctioneer, who shall promptly notify the other party of such acceptance.

THE ABOVE PROPOSITION IS hereby accepted, _____ o'clock _____ M, on the _____ day of _____, 2015.

Seller's Name Printed

Purchaser's Name Printed

Signature of Seller

Signature of Purchaser

Street Address of Seller

Street Address of Purchaser

City State Zip

City State Zip

Office Telephone No.

Office Telephone No.

Home Telephone No.

Home Telephone No.

Fax No.

Fax No.

Date

Date

AUCTIONEER

Sperry Van Ness Interstate Auction Company
Auction Firm# 2615 RE Firm# 251429

Date

RECEIPT OF EARNEST MONEY DEPOSIT: Title Guaranty and Trust, Escrow Agent has received \$ _____
as Earnest Money Deposit for the above referenced property.

By: _____, Title Guaranty and Trust

BROKER PARTICIPATION: Yes _____ No _____

See Broker's Acknowledgement attached as Exhibit C hereto and made a part of this Agreement, if "Yes" is checked.