



# PURCHASE AND SALE AGREEMENT



Offer Date: 22 AUGUST 2008

2008 Printing

1. **Purchase and Sale.** The undersigned buyer ("Buyer") agrees to buy and the undersigned seller ("Seller") agrees to sell the Property with the following address: (5.01 ACRES) @ 5556 DAVIS DRIVE  
City AUSTELL, County COBB  
Georgia, Zip Code 30106, together with all fixtures, landscaping, improvements, and appurtenances (except those identified in any Seller's Property Disclosure Statement attached hereto as not remaining with the Property) and as more particularly described in the Legal Description Paragraph below (all of which is hereinafter collectively referred to as "Property").

2. **Legal Description.** [Select Section A or B below. The section not marked shall not be a part of this Agreement.]

A. The legal description of the Property is attached as an exhibit hereto.

B. The full legal description of the Property is the same as is recorded in the land records of the county in which the Property is located and is incorporated herein by reference. The legal description of the Property is more specifically described below and can be found in said land records in the following deed book and/or plat book, if filled in below:

Land Lot(s) \_\_\_\_\_ of the \_\_\_\_\_ District, \_\_\_\_\_ Section/ GMD,  
Lot \_\_\_\_\_, Block \_\_\_\_\_, Unit \_\_\_\_\_, Phase/Section \_\_\_\_\_ of  
\_\_\_\_\_ Subdivision/Development,  
\_\_\_\_\_ County, Georgia as recorded in.

- 1. Plat Book \_\_\_\_\_, Page \_\_\_\_\_, et. seq.; or
- 2. Deed Book \_\_\_\_\_, Page \_\_\_\_\_, et. seq.

3. **Purchase Price and Method of Payment.** At closing, Buyer agrees to pay Seller the purchase price of the Property in cash, cashiers check, certified check or wire transfer of immediately available funds of: \$ 200,000.00

Two Hundred Thousand U.S. Dollars.  
The method of payment shall be all cash at closing.

4. **Amount and Deposit of Earnest Money.** Buyer has paid to KELLER WILLIAMS REALTY ("Holder") earnest money of \$ 2,500.00 check, OR \$ N/A cash, which has been received by Holder. The earnest money shall be deposited in Holder's escrow/trust account (with Holder retaining the interest if the account is interest bearing) within 5 (five) banking days from the Binding Agreement Date. If Buyer writes a check for earnest money and the same is deposited into Holder's escrow/trust account, Holder shall not be required to return the earnest money until the check has cleared the account on which the check was written. In the event any earnest money check is dishonored by the bank upon which it is drawn, Holder shall promptly give notice of the same to Buyer and Seller. Buyer shall have 3 (three) banking days after receiving such notice to deliver good funds to Holder. In the event Buyer does not timely deliver good funds, Seller shall have the right to terminate this Agreement upon notice to Buyer.

5. **Closing Costs.**

A. **Items Paid By Buyer at Closing.** At closing, Buyer shall pay the following:

- 1. Georgia property transfer tax;
- 2. All costs, fees and charges to have the closing attorney search title and prepare: (a) the warranty deed; (b) owner's affidavit; (c) Buyer's powers of attorney; and (d) all promissory notes, deeds to secure debt and other loan documents required by any lender providing financing in the transaction;
- 3. All closing costs, tax service charges, recording costs, courier fees, overnight delivery fees, document preparation fees, underwriting fees, delivery, copying and handling charges, and all other costs, fees, charges and amounts to otherwise close this transaction except as they relate to the clearance of title encumbrances and/or defects necessary for Seller to be able to convey good and marketable title to the Property.

B. **Items Paid By Seller at Closing.** At closing, Seller shall pay the following:

- 1. The sum of \$ ZERO to be used by Buyer as a contribution for the items in the paragraph above. In addition, Buyer may use the Seller's contribution to pay for, including but not limited to, survey costs, appraisals, insurance (including flood insurance, if applicable), inspections, termite treatment and/or repair guarantee and, if Buyer is obtaining mortgage financing, escrow establishment charges, loan discount points, costs to buy down a loan, and other similar costs (unless any of the same are prohibited by Buyer's mortgage lender). Unspent sums, if any, shall remain with the Seller.
- 2. Except as provided above, all sums, costs, charges and fees necessary to clear title encumbrances and/or defects to allow Seller to be able to convey good and marketable title to the Property.
- 3. Any extra costs, fees and charges resulting from Seller not being able to attend the closing in person.

C. **Prorated Amounts:** Seller and Buyer agree to prorate the following: (1) real estate taxes and community association assessments, if any, for the calendar year in which the sale is closed, as of the date of closing; and (2) all utility bills as of the date of closing (or the day of possession of Property by Buyer, whichever is later) that are issued after closing and include service for any period of time Property was owned/occupied by Seller or Seller's invitees. In the event real estate taxes are paid at closing based upon an estimated tax bill or tax bill under appeal, Buyer and Seller upon the issuance of the actual tax bill or the appeal being resolved shall promptly make any financial adjustments between themselves as are necessary to correctly prorate the tax bill. This subparagraph shall survive the closing.

**6. Date of Closing and Transfer of Possession.**

- A. Date of Closing:** This transaction shall be closed on the date of 26 SEPT 08 or on such other date as may be agreed to in writing by the parties.
- B. Right to Unilaterally Extend Closing Date:** Buyer or Seller may unilaterally extend the closing date for 7 (seven) days upon notice to the other party given prior to or on the date of closing if: (1) Seller cannot satisfy valid title objections (except for liens, judgments, and deeds to secure debt that can be satisfied through the payment of money or by bonding off the same); or (2) Buyer's mortgage lender, if any, (including in "all cash" transactions) or the closing attorney cannot fulfill their respective obligations by the date of closing due to no fault of Buyer. In such event, Buyer and Seller consent to the closing attorney and/or any such mortgage lender disclosing to the parties and their Brokers the basis for the delay. The exercise of the right to unilaterally extend the closing date by either party shall cause the right to unilaterally extend the closing date to terminate and no longer be a part of this Agreement.
- C. Possession:** Buyer agrees to allow Seller to retain possession of Property until and through: *[Select section 1, 2 or 3 below. The sections not marked shall not be a part of this Agreement.]*
1. the closing, OR  2. \_\_\_\_\_ hours after the closing; OR  3. \_\_\_\_\_ days after the closing at \_\_\_\_\_ o'clock \_\_\_\_\_ m.

**7. Closing Attorney.** This transaction shall be closed by the law firm of NEEL AND ROBINSON - KERN SCHWARTZ

- If Buyer is given the right to select a law firm from a mortgage lender's approved list of closing attorneys, Buyer agrees to select said law firm. If the law firm named above is not on the mortgage lender's approved list, and cannot be added in time to close this transaction, Buyer may select another law firm from lender's approved list to close this transaction. The closing attorney shall represent the mortgage lender in any transaction in which the Buyer obtains mortgage financing (including transactions where the method of payment referenced herein is "all cash"). In transactions where the Buyer does not obtain mortgage financing, the closing attorney shall represent the:
- Buyer OR  Seller. If the closing attorney declines to represent the party selected, the party may select a different closing attorney.

**8. Title.**

- A. Warranty:** Seller warrants that, at the time of closing, Seller will convey good and marketable title to said Property by general warranty deed subject only to: (1) zoning; (2) general utility, sewer, and drainage easements of record as of the Binding Agreement Date and upon which the improvements do not encroach; (3) declarations of condominium and declarations of covenants, conditions and restrictions of record on the Binding Agreement Date; and (4) leases and other encumbrances specified in this Agreement. Buyer agrees to assume Seller's responsibilities in any leases specified in this Agreement.
- B. Examination:** Buyer may, prior to closing, examine title and furnish Seller with a written statement of objections affecting the marketability of said title. If Seller fails to satisfy valid title objections prior to closing or any extension thereof which would prevent the Seller from conveying good and marketable title to the Property, then Buyer, among its other remedies, may terminate the Agreement upon written notice to Seller. Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Georgia will insure at its regular rates, subject only to standard exceptions.
- C. Survey:** A survey of Property is  OR is not  attached to this Agreement as an exhibit. Notwithstanding any other provision to the contrary contained herein, Buyer shall have the right to terminate this Agreement upon notice to Seller if a new survey performed by a surveyor licensed in Georgia is obtained which is materially different from any survey attached hereto as an exhibit with respect to Property. The term "materially different" shall not apply to any improvements constructed by Seller in their agreed-upon locations subsequent to Binding Date Agreement. Matters revealed in said survey shall not relieve the warranty of title obligations of Seller referenced above.

- 9. Risk of Damage to Property.** Seller warrants that at the time of closing or upon the granting of possession, if at a time other than at closing, Property will be in substantially the same condition (including conditions disclosed in the Seller's Property Disclosure Statement) as on the Binding Agreement Date, except for normal wear and tear, and changes made to the condition of Property pursuant to the written agreement of Buyer and Seller. Seller shall deliver Property clean and free of trash and debris at time of possession. Notwithstanding the above, if the Property is destroyed or substantially damaged prior to closing, Seller shall promptly give notice to Buyer of the same and provide Buyer with whatever information Seller has regarding the availability of insurance and the disposition of any insurance claim. Buyer or Seller may terminate this Agreement not later than 14 (fourteen) days from receipt of the above notice, except that any party who causes the Property to be destroyed or substantially damaged as the result of that party's criminal conduct shall forfeit the right to terminate this Agreement and shall be in default hereunder. If Buyer or Seller does not terminate this Agreement, Seller shall cause Property to be restored to substantially the same condition as on the Binding Agreement Date. The date of closing shall be extended until the earlier of 1(one) year from the original date of closing, or 7 (seven) days from the date that Property has been restored to substantially the same condition as on the Binding Agreement Date and a new certificate of occupancy (if required) is issued.

**10. Inspection.**

- A. Right of Buyer to Inspect Property:** Buyer and/or Buyer's representatives shall have the right to enter Property at Buyer's expense and at reasonable times (including immediately prior to closing) to inspect, examine, test and survey Property. Seller shall cause all utility services and any pool, hot tub and similar items to be operational so that Buyer may complete all inspections under this Agreement. Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries, and damages arising out of or related to the exercise of these rights.
- B. Duty of Buyer to Inspect Neighborhood:** Buyer acknowledges that: (1) in every neighborhood there are conditions which different buyers may find objectionable and (2) Buyer has had the full opportunity to become acquainted with all existing neighborhood conditions (and proposed changes thereto) which could affect the Property including without limitation land-fills, quarries, high-voltage power lines, cemeteries, airports, prisons, stadiums, odor and/or noise producing land uses, crime, schools serving the Property, political jurisdictional maps and land use and transportation maps and plans. It shall be Buyer's sole duty to become familiar with neighborhood conditions of concern to Buyer. If Buyer is concerned about the possibility of a registered sex offender residing in a neighborhood in which Buyer is interested, Buyer should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation Website at [www.state.ga.us/qbi/disclaim.html](http://www.state.ga.us/qbi/disclaim.html).

**11. Property Sold Subject to Due Diligence Period or "As-Is."**

*[Select Section A or B below. The section not marked shall not be a part of this Agreement.]*

**A. Property Sold Subject to Due Diligence Period.**

1. **Contract Is Option Contract.** For and in consideration of the additional payment of \$10.00 by the Buyer to the Seller, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby grant Buyer the option of terminating this Agreement, for any reason, for a TEN day period from the Binding Agreement Date ("Due Diligence Period"). This Agreement shall be an option contract until the Due Diligence Period has ended without Buyer terminating the same.
2. **Purpose of Due Diligence Period.** During the Due Diligence Period, Buyer may, but shall not be required to: (a) arrange any loans Buyer needs to complete the purchase of the Property; and (b) conduct at Buyer's sole expense whatever evaluations, inspections, appraisals, examinations, surveys, and testing, if any, Buyer deems appropriate to determine whether Buyer's option to terminate this Agreement should be exercised. This shall include but not be limited to testing for lead-based paint and/or lead-based paint hazards, inspecting for active infestation of and/or damage from termites and other wood destroying organisms and determining if the Property or the improvements thereon are in a flood plain. During the Due Diligence Period, Buyer may also propose an amendment(s) to this Agreement to address any concerns of Buyer with the Property.
3. **Right to Terminate.** If Buyer decides to exercise Buyer's option to terminate this Agreement, Buyer must give notice of the same to Seller prior to the end of the Due Diligence Period. If Buyer fails to give such notice in a timely manner, the Due Diligence Period shall terminate and Buyer shall be deemed to have accepted the Property "as-is." The expiration of the Due Diligence Period shall not terminate any other contingencies to which this Agreement may be subject.
4. **Warranties of Buyer.** Buyer warrants that Buyer is  OR is not  currently under contract (including option contracts) to purchase other real property. Buyer warrants that during the Due Diligence Period Buyer shall  have the right to enter into other such contracts OR  not enter into any other such contracts. Buyer shall be in default of the Agreement if Buyer breaches Buyer's warranties in this subparagraph.

**B. Property Sold "As Is."** All parties agree that Property is being sold "as is," with all faults including but not limited to damage from termites and other wood destroying organisms and lead-based paint and lead-based paint hazards. Seller shall have no obligation to make any repairs or replacements to Property.

**12. Appraisal.** *[Check if the Property is subject to the Appraisal Contingency Exhibit. If the box is not checked this Agreement is not subject to the Appraisal Contingency Exhibit.]*

This Agreement is subject to the Appraisal Contingency Exhibit, attached hereto.

**13. Entitlement to and Disbursement of Earnest Money.**

**A. Entitlement to Earnest Money:** Subject to the Disbursement of Earnest Money paragraph below:

1. Buyer shall be entitled to the earnest money upon the: (a) failure of the parties to enter into a binding agreement; (b) failure of any contingency or condition to which this Agreement is subject; (c) termination of this Agreement due to the default of Seller; (d) termination of this Agreement in accordance with a specific right to terminate set forth in the Agreement; or (e) closing of Property.
2. Seller shall be entitled to the earnest money if this Agreement is terminated due to the default of Buyer. In such event, Holder may pay the earnest money to Seller by check, which if accepted and deposited by Seller, shall constitute liquidated damages in full settlement of all claims of Seller. It is agreed to by the parties that such liquidated damages are not a penalty and are a reasonable pre-estimate of Seller's actual damages, which damages are difficult to ascertain.

Nothing herein shall prevent the Seller from declining any tender of the earnest money by the Holder and pursuing the Buyer for any available remedy at law or in equity. In such event, Holder may disburse the earnest money to the Buyer upon a reasonable interpretation of the Agreement as set forth below.

**B. Disbursement of Earnest Money:** Holder shall disburse the earnest money upon: (1) the closing of Property; (2) a subsequent written agreement of Buyer and Seller; (3) an order of a court or arbitrator having jurisdiction over any dispute involving the earnest money; or (4) the failure of the parties to enter into a binding agreement (where there is no dispute over the formation or enforceability of the Agreement). In addition, Holder may disburse the earnest money upon a reasonable interpretation of the Agreement, provided that Holder first gives all parties 15 (fifteen) days notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to Holder within the 15 (fifteen) day notice period. Objections not timely made in writing shall be deemed waived. If Holder receives an objection and, after considering it, decides to disburse the earnest money as originally proposed, Holder may do so and send notice to the parties of Holder's action. If Holder decides to modify its proposed disbursement, Holder shall first send a new 15 (fifteen) day notice to the parties stating the rationale for the modification and to whom the disbursement will now be made.

**C. Interpleader:** If there is a dispute over the earnest money which the parties cannot resolve after a reasonable period of time, and where Holder has a bona fide question as to who is entitled to the earnest money, Broker may interplead the earnest money into a court of competent jurisdiction. Holder shall be reimbursed for and may deduct from any funds interpleaded, its costs and expenses, including reasonable attorney's fees actually incurred. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees and court costs and the amount deducted by Holder from the non-prevailing defendant.

**D. Hold Harmless:** All parties hereby agree to indemnify and hold Holder harmless from and against all claims, causes of action, suits and damages arising out of or related to the performance by Holder of its duties hereunder. All parties further covenant and agree not to sue Holder for damages relating to any decision of Holder to disburse earnest money made in accordance with the requirements of this Agreement.

**14. Agency and Brokerage.**

**A. Agency Disclosure:** In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and, where the context would indicate, the broker's affiliated licensees. No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.;

1. **No Agency Relationship.** Buyer and Seller acknowledge that, if they are not represented by a Broker, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party.
2. **Listing Broker.** Broker working with the Seller is identified on the signature page as the "Listing Broker"; and said Broker is  OR is not  representing Seller;
3. **Selling Broker.** Broker working with Buyer (including in transactions where Broker is representing Seller) is identified on the signature page as "Selling Broker;" and said Broker is  OR is not  representing Buyer; and
4. **Dual Agency or Designated Agency.** If Buyer and Seller are both being represented by the same Broker, a relationship of either designated agency  OR dual agency  shall exist.

**a. Dual Agency Disclosure.** *[Applicable only if dual agency has been selected above.]*

Buyer and Seller are aware that Broker is acting as a dual agent in this transaction and consent to the same. Buyer and Seller have been advised that:

- (1) In serving as a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
- (2) Broker will disclose all adverse, material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from each client which is not otherwise required to be disclosed by law;
- (3) Buyer and Seller do not have to consent to dual agency and, the consent of Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
- (4) Notwithstanding any provision to the contrary contained herein, Buyer and Seller each hereby direct Broker, while acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.

**b. Designated Agency Assignment.** *[Applicable only if the designated agency has been selected above.]*

Broker has assigned \_\_\_\_\_ to work exclusively with Buyer as Buyer's designated agent and \_\_\_\_\_ to work exclusively with Seller as Seller's designated agent. Each designated agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other designated agent.

**B. Brokerage:** Broker(s) identified herein are to be paid a commission pursuant to a separate agreement or agreements. Unless otherwise provided for herein, Listing Broker will be paid a commission by Seller, and the Selling Broker will receive a portion of the Listing Broker's commission pursuant to a cooperative brokerage agreement. The closing attorney is directed to pay the commission of the Broker(s) at closing out of the proceeds of the sale. If the sale proceeds are insufficient to pay the full commission, the party owing the commission will pay any shortfall at closing. If more than one Broker is involved in the transaction, the closing attorney is directed to pay each Broker its respective portion of said commission. In the event the sale is not closed because of the failure or refusal of Buyer or Seller to perform any of their respective obligations, the defaulting party, being familiar with the commission to be paid to the Broker(s), shall immediately pay the Broker(s) the full commission the Broker(s) would have been entitled to had the sale closed. This contractual obligation on the part of the defaulting party shall: (1) arise by virtue of this Agreement; (2) not be limited by any prior agreement of the Broker(s) and the defaulting party; (3) be in consideration of the promises herein and the valuable services performed by the Broker(s) in this Agreement; and (4) survive the termination of this Agreement. The Selling Broker and Listing Broker may jointly or independently pursue the defaulting party for their respective portion of the commission.

**C. Material Relationship Disclosure:** Brokers and/or their affiliated licensees have the following material relationship(s) with either Buyer or Seller as follows: \_\_\_\_\_

**15. Disclaimer.** Buyer and Seller acknowledge that they have not relied upon any advice, representations or statements of Brokers other than what is expressly included in this Agreement and waive and shall not assert any claims against Brokers involving the same. Buyer and Seller agree that Brokers shall not be responsible to advise Buyer and Seller on any matter including but not limited to the following: any matter which could have been revealed through a survey, title search or inspection of Property; the condition of Property, any portion thereof, or any item therein; building products and construction techniques; the necessity or cost of any repairs to Property; mold; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this Agreement and transaction; the availability and cost of utilities or community amenities; the appraised or future value of Property; any condition(s) existing off Property which may affect Property; the terms, conditions and availability of financing; and the uses and zoning of Property whether permitted or proposed. Buyer and Seller acknowledge that Brokers are not experts with respect to the above matters and that, if any of these matters or any other matters are of concern to them, they should seek independent expert advice relative thereto. Buyer and Seller acknowledge that Brokers shall not be responsible to monitor or supervise any portion of any construction or repairs to Property and that such tasks clearly fall outside the scope of real estate brokerage services.

**16. Seller's Property Disclosure.** Seller's Property Disclosure Statement is attached hereto and incorporated herein. Seller warrants that to the best of Seller's knowledge and belief, the information contained therein is accurate and complete as of the date this Agreement is last signed or initialed by Seller.

**17. Lead-Based Paint.** In consideration of the rights afforded Buyer under this Agreement, Buyer expressly waives the rights given to buyers under federal law to (a) inspect and test for lead-based paint and/or lead-based paint hazards and (b) not be obligated under this Agreement for at least 10 (ten) days from the Binding Agreement Date. [If all or any portion of the residential dwelling on the Property was built prior to 1978, Seller must attach the Lead-Based Paint Exhibit to this Agreement.]

**18. Notices.**

- A. All Notices Must Be In Writing.** All notices, including but not limited to offers, counteroffers, acceptances, amendments, demands, notices of termination and other notices, required or permitted hereunder shall be in writing, signed by the party giving the notice. It is the intent of the parties that the requirements of this Notice paragraph shall apply even prior to this Agreement becoming binding.
- B. Method of Delivery of Notice.** Subject to limitations and conditions set forth herein, notices may only be delivered: (1) in person; (2) by an overnight delivery service, prepaid; (3) by facsimile transmission (FAX); (4) by registered or certified U. S. mail, prepaid, return receipt requested; or (5) by e-mail.
- C. When Notice Is Deemed Received.** Except as may be provided herein, a notice shall not be deemed to be given, delivered or received until it is actually received by the party to whom the notice was intended or that person's authorized agent. Notwithstanding the above, a notice sent by FAX shall be deemed to be received by the party to whom it was sent as of the date and time it is transmitted to either the party or the party's authorized agent provided that the sending FAX produces a written confirmation showing the correct date and the time of the transmission and the telephone number referenced herein to which the notice should have been sent.
- D. When Notice to Broker Is Notice to Broker's Client.** Except in transactions where the Broker is practicing designated agency, notice to the Broker or the affiliated licensee of Broker representing a party in the transaction shall for all purposes herein be deemed to be notice to that party. Said Broker and affiliated licensee shall be authorized agents of the party for the purpose of receiving notice. In any transaction where the Broker is practicing designated agency, only notice to the affiliated licensee designated by Broker to represent the party in the transaction shall be notice to that party. Personal delivery of notice may only be delivered to the party intended to receive the same or that party's authorized agent.
- E. Notice by Fax or E-Mail to a Broker or Affiliated Licensee of a Broker.** Notices by fax or e-mail to a Broker or the affiliated licensee of a Broker may only be sent to the e-mail address or fax number, if any, of the Broker or the affiliated licensee of the Broker set forth in the Broker/Licensee Contact Information section of the signature page of this Agreement or subsequently provided by the Broker or the affiliated licensee of Broker following the notice procedures set forth herein. If no fax number or e-mail address is included in the Broker/Licensee Contact Information section of the signature page of this Agreement (or is subsequently provided by the Broker or the affiliated licensee of Broker following the notice procedures) then notice by the means of communication not provided shall not be valid for any purpose herein. Notice to a Broker or the affiliated licensee of Broker who is working with, but not representing a party, shall not be deemed to be notice to that party. Any party sending notice by FAX or email shall send an original copy of the notice if so requested by the other party. A faxed or emailed signature of a party shall constitute an original signature binding upon that party.
- F. Notice to Unrepresented Party.** A party who is not represented by a Broker in the transaction may receive notices by Fax or e-mail at the e-mail address or fax number, if any, of the party set forth below or at such other fax number or e-mail address as the party may provide following the notice procedures set forth herein. If no e-mail address or fax number is provided for below, or is subsequently provided by the party following the notice procedures set forth herein, then notice through the means of communication not provided shall not be valid for any purpose herein.

Unrepresented Buyer:

Unrepresented Seller:

Fax No. \_\_\_\_\_

Fax No. \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**19. Other Provisions.**

- A. Warranties Transfer:** Seller agrees to transfer to Buyer, at closing, subject to Buyer's acceptance thereof (and at Buyer's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Buyer.
- B. Repairs:** All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to closing.
- C. Binding Effect, Entire Agreement, Modification, Assignment:** This Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended, modified or waived except upon the written agreement of Buyer and Seller. This Agreement may not be assigned by Buyer except with the written agreement of Seller. Any assignee shall fulfill all the terms and conditions of this Agreement.
- D. Survival of Agreement:** The following shall survive the closing of this Agreement: (1) the obligation of a party to pay a real estate commission; (2) any warranty of title; and (3) any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the closing.
- E. Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of the State of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia.
- F. Time of Essence:** Time is of the essence of this Agreement.
- G. Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate.
- H. Binding Agreement Date:** The Binding Agreement Date in this Agreement shall be the date when the party making the last offer, or the Broker (except in a designated agency transaction) or affiliated licensee of Broker representing that party as a client, receives notice that the offer has been accepted. This party (or the Broker or affiliated licensee representing this party as a client) shall fill in the Binding Agreement Date below and promptly give notice of this date to the other party. Filling in the Binding Agreement Date shall not be deemed to be a counteroffer.
- I. Responsibility to Cooperate:** All parties agree to take all actions and do all things reasonably necessary to fulfill the terms and conditions of this Agreement in good faith and in a timely manner. Buyer and Seller shall execute and deliver such certifications, affidavits, and statements as are required at closing to meet the requirements of any lender(s) and of federal and state law.

J. **GAR Forms:** This Georgia Association of REALTORS®, Inc. (GAR) form is provided as a courtesy to the parties. It may only be used in accordance with the licensing agreement of GAR or as may be approved in writing by GAR. It is not required to be used in any transaction, may not fit the needs, goals and purposes of the parties and was not written to provide specific legal protection to the parties. Parties seeking legal advice should consult an attorney. While this form may be altered or modified by the parties, at their own risk, to a specific real estate transaction, this form may not be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.

20. **Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph (including any changes thereto made by the parties), said exhibit or addendum shall control:

**EXH A LEGAL DESCRIPTION**  
**EXB B PRELIMINARY SURVEY**

**SPECIAL STIPULATIONS:** The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph (including any changes thereto made by the parties), shall control:

Mark box if additional Special Stipulations are attached.

Time Limit: The terms of this Agreement shall constitute an offer ("Offer") which shall be open for acceptance until 5 o'clock P.m. on the date of 25 AUG 2008.

Acceptance: This Offer is hereby accepted, without change, at \_\_\_\_\_ o'clock a.m. on the date of \_\_\_\_\_.

Jung J. Hsiao  
Buyer's Signature

TSUNG JUNG HSIAO  
Print or Type Name

Mel Wen Hsiao  
Buyer's Signature

MEL WEN HSIAO  
Print or Type Name

KELLER WILLIAMS REALTY CITYSIDE  
Selling Broker

By: [Signature]  
Broker or Broker's Affiliated Licensee

KEVIN S. JORDAN  
Print or Type Name

KWSV01 H-46186  
MLS Office Code Brokerage Firm License Number

Multiple Listing Number \_\_\_\_\_

Selling Broker/Licensee Contact Information:

Phone# 770-874-6250

Fax# 770-874-6252

E-Mail kevinjordan@kw.com

182495  
Selling Agent's Georgia Real Estate License Number

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Print or Type Name

METRO BROKERS GMAE  
Listing Broker

By: \_\_\_\_\_  
Broker or Broker's Affiliated Licensee

GARY MILLS  
Print or Type Name

\_\_\_\_\_  
MLS Office Code

\_\_\_\_\_  
Brokerage Firm License Number

Listing Broker/Licensee Contact Information:

Phone# \_\_\_\_\_

Fax# \_\_\_\_\_

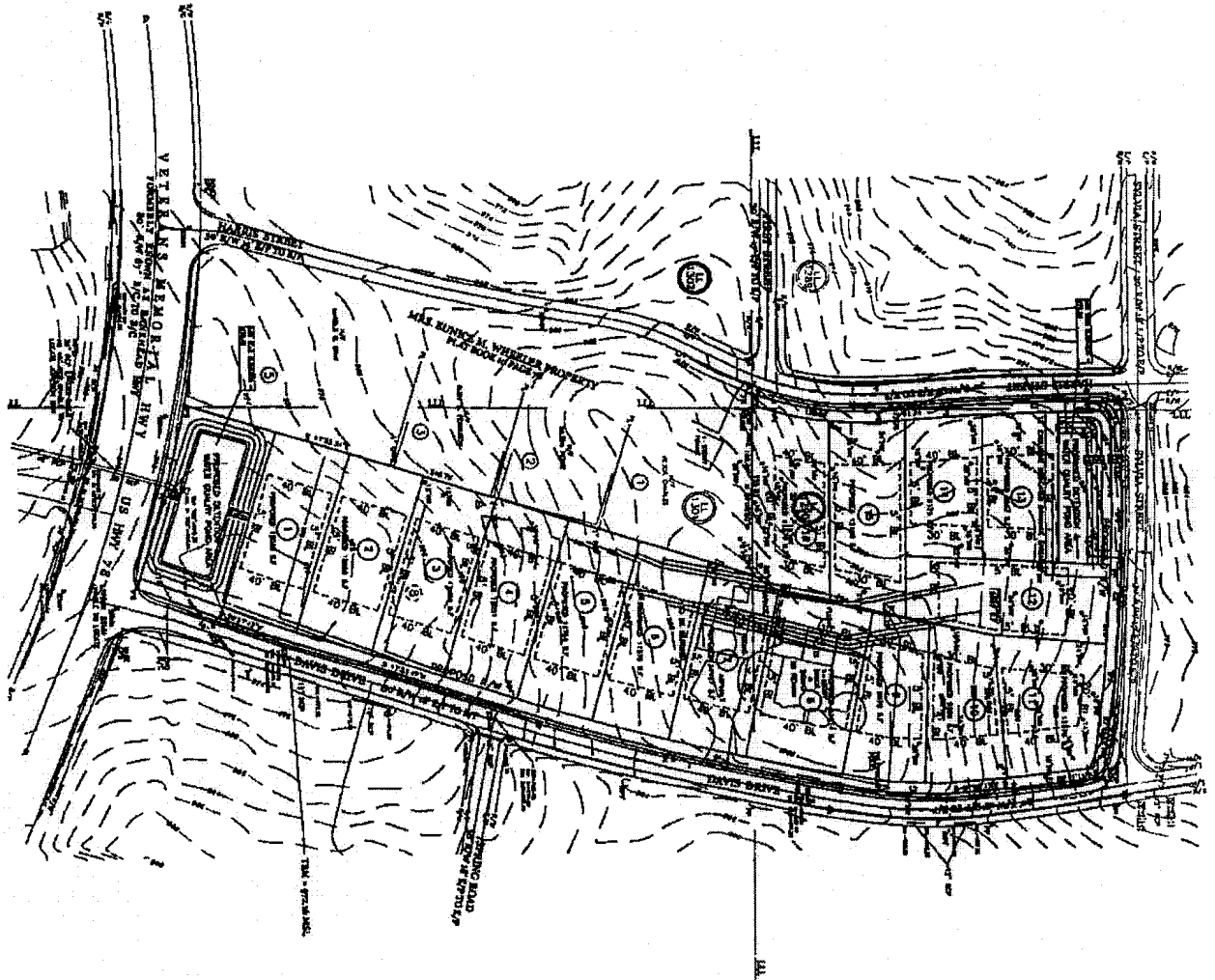
E-Mail \_\_\_\_\_

\_\_\_\_\_  
Listing Agent's Georgia Real Estate License Number

**Binding Agreement Date:** The Binding Agreement Date in this transaction is the date of \_\_\_\_\_ and has been filled in by \_\_\_\_\_.



GRAPHIC SCALE IN FEET  
0 50 100 150



PRELIMINARY

*MWA*

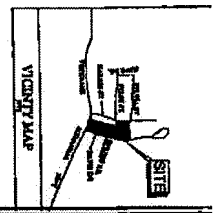
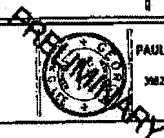


Table with multiple columns and rows of text, likely containing project details, dates, and contact information.

PRELIMINARY PLANS FOR  
GRADING AND DRAINAGE PLAN FOR  
**HARMONY PARK**



PAUL LEE CONSULTING ENGINEERING ASSOCIATES, INC.  
PLANNING - ENGINEERING - LAND SURVEYING  
3002 AUSTELL POWDER SPRINGS ROAD - POWDER SPRINGS, GA 30127  
PH (770) 435-2576 - FAX (770) 943-8612

## RIDER 1

This Rider 1 to that certain Purchase and Sale Agreement (the "Agreement") by and between Pinnacle Development Partners, LLC ("Seller") and Tsung Jung Hsiao and Mei Wen Hsiao (collectively, "Buyer") with an offer date of August 22, 2008, for the purchase and sale of real property comprising approximately 5.01 acres at 5556 Davis Drive, Austell, Cobb County, Georgia, is entered into between the parties as of the 13<sup>th</sup> day of October, 2008 (the "Binding Agreement Date"). All items and conditions of the Agreement, as modified by this Rider, are agreed to and accepted by the undersigned.

1. Court Approval. Buyer acknowledges that Seller is acting solely in its capacity as Receiver for the record owner of the Property, pursuant to court order from the U.S. District Court for the Northern District of Georgia (the "Court"). Notwithstanding anything in this Agreement to the contrary, the consummation of the transaction contemplated herein is subject to a court ordered bidding process and court approval. The material terms of the process may be found on the receiver's web-site at [www.haysconsulting.net](http://www.haysconsulting.net). In addition to other contingencies set forth in this Agreement, Seller's obligations under this Agreement are contingent upon obtaining all necessary and required approvals of the transactions expressed in this Agreement from the Court. Seller's obligations under this Agreement shall be further subject to any conditions, qualifications or restrictions which the Court may impose. In the event Seller has not obtained Court approval prior to the closing date, Seller may unilaterally extend closing, at its option, for up to sixty (60) days in order to obtain such approvals. In the event the Court has not granted its approval, prior to the extended closing date, Seller shall instruct Holder to return the Deposit to Buyer within five (5) banking days, and this Agreement shall be deemed terminated without either party having any further liability to the other, unless otherwise agreed to by the parties.

2. Disinterested Party. Each Buyer represents and warrants that he or she, as applicable: (a) is not a creditor, an equity security holder, or an insider of Seller or any of Seller's affiliates (collectively, Seller and Seller's affiliates are defined as the "Interested Parties"); (b) is not currently, nor has been within the previous two (2) years, a director, officer, principal, member, manager or employee of any of the Interested Parties; and (c) does not have any contractual relationship with any of the Interested Parties, other than arising from this Agreement. The representations and warranties contained in this Section 2 shall be reaffirmed by Buyer at Closing and shall survive closing.

3. Purchase Price. Section 3 of the Agreement is hereby modified to read that the purchase price of the Property shall be \$250,000.00.

4. Earnest Money. The first sentence of Section 4 of the Agreement is hereby modified to read that Hays Financial Consulting, LLC ("Holder") shall be the holder of the earnest money.

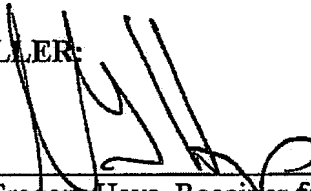
5. Title. Section 8.A. of the Agreement is hereby modified to read that Seller shall convey the Property to Buyer at Closing by limited warranty deed. ~~Notwithstanding anything in Section 8.B. to the contrary, Buyer shall have until the expiration of the Due Diligence Period to~~

~~furnish to Seller any objections affecting title. Any objections not received within the Due Diligence Period shall be deemed waived and Buyer and Buyer shall have no right to terminate the Agreement for such title matters.~~ WD

6. Legal Description of the Property. Exhibit "A" to the Agreement is hereby deleted in its entirety and substituted in its place is the legal description attached hereto as Exhibit "A-1".

7. Address for Notices. Buyer's address for purposes of notices is: c/o Keller Williams Realty Cityside, 3350 Atlanta Road SE, Atlanta, Georgia 30080.

SELLER:

  
\_\_\_\_\_  
S. Gregory Hays, Receiver for Pinnacle  
Development Partners, LLC

BUYER:

  
\_\_\_\_\_  
Tsung Jung Hsiao

  
\_\_\_\_\_  
Mei Wen Hsiao

## EXHIBIT "A-1"

### Legal Description of the Property

Deed Book 14387 Pg 6150  
Jay C. Stephenson  
Clark of Superior Court Cobb Cty. Ga.

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 1289, 1290, and 1301, of the 19th District, 2nd Section, Cobb County, Georgia, and being 5.01 acres as shown on survey dated December 22, 2005, last revised August 3, 2008, prepared by Paul Lee Consulting Engineering Associates, Inc., Mark G. Lee, GRLS#2522, and being more particularly described as follows:

BEGINNING at an iron pin located at the intersection of the northeasterly right of way of Veterans Memorial Highway / US Highway 78, formerly known as Bankhead Highway (having an 80 foot right of way); with the northwesterly right of way of Davis Drive (having a 30 foot right of way); thence running in a northeasterly and northwesterly direction as measured along the northwesterly and southwesterly right of way of Davis Drive, the following courses and distances: north 20 degrees 57 minutes 42 seconds east for a distance of 121.54 feet to a point; north 17 degrees 33 minutes 47 seconds east for a distance of 269.86 feet to a point; along the arc of a curve, an arc distance of 318.31 feet (said arc being subtended by a chord bearing north 13 degrees 00 minutes 47 seconds east, a chord distance of 318.06 feet, and having a radius of 2,270.57 feet) to a point; north 03 degrees 13 minutes 30 seconds east for a distance of 47.80 feet to a point; north 04 degrees 08 minutes 17 seconds west for a distance of 75.82 feet to a point; north 08 degrees 11 minutes 11 seconds east for a distance of 78.52 feet to an iron pin located at the intersection of the southwesterly right of way of Davis Drive with the southerly right of way of Sylvia Street (having a 30 foot right of way); thence running in a westerly direction as measured along the southerly right of way of Sylvia Street, the following courses and distances: north 51 degrees 18 minutes 59 seconds west for a distance of 87.42 feet to an iron pin; along the arc of a curve, an arc distance of 156.60 feet (said arc being subtended by a chord bearing north 86 degrees 00 minutes 22 seconds west, a chord distance of 156.58 feet, and having a radius of 2,182.27 feet) to an iron pin; north 89 degrees 27 minutes 43 seconds west for a distance of 103.88 feet to an iron pin located at the intersection of the southerly right of way of Sylvia Street with the easterly right of way of Harris Street (having a 30 foot right of way); thence running in a southerly direction as measured along the easterly right of way of Harris Street, the following courses and distances: south 00 degrees 13 minutes 03 seconds west for a distance of 17.95 feet to an iron pin; along the arc of a curve, an arc distance of 141.72 feet (said arc being subtended by a chord bearing south 01 degrees 05 minutes 12 seconds east, a chord distance of 141.89 feet, having a radius of 1,916.43 feet) to an iron pin; south 03 degrees 59 minutes 33 seconds west a distance of 81.74 feet to an iron pin; along the arc of a curve, an arc distance of 120.58 feet (said arc being subtended by a chord bearing south 08 degrees 47 minutes 59 seconds west, a chord distance of 119.77 feet, and having a radius of 304.19 feet) to an iron pin and corner; thence running south 89 degrees 00 minutes 50 seconds east for a distance of 188.89 feet to a 1" open top pipe found and corner; thence running south 17 degrees 55 minutes 31 seconds west, for a distance of 540.78 feet to an iron pin and corner located on the northeasterly right of way of Veterans Memorial Highway; thence running in a southeasterly direction as measured along the northeasterly right of way of Veterans Memorial Highway and following the curvature thereof, an arc distance of 176.87 feet (said arc being subtended by a chord bearing south 74 degrees 53 minutes 24 seconds east, a chord distance of 176.51 feet, and having a radius of 1,165.84 feet) to the point of BEGINNING.

TC 0000130

AMENDMENT TO CHANGE CLOSING/POSSESSION DATE

AMENDMENT # 1



metrobrokers  
GMAC  
Real Estate

Date: October 22, 2008

2008 Printing

Whereas, the undersigned parties have entered into a certain Agreement with a Binding Agreement Date of October 21, 2008

for the purchase and sale of real property located at: 5556 Davis Drive  
Austell Georgia, 30105; and

Whereas, the undersigned parties desire to amend the aforementioned Agreement, it being to the mutual benefit of all parties to do so;

Now therefore, for and in consideration of the sum of Ten Dollars and other valuable considerations paid by each to the other, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to modify and amend the aforementioned Agreement as follows:

Closing Date: The closing date specified in the aforementioned Agreement is hereby amended as follows:

This transaction shall be closed on the date of November 21, 2008 or on such other date as may be agreed to by the parties in writing.

Extension: The right to unilaterally extend the closing date for seven days as provided for in the Timing of Closing and Possession paragraph of the aforementioned Agreement  is hereby terminated OR  shall remain in full force and effect.

Possession: The possession date specified in the aforementioned Agreement is hereby amended as follows:

Buyer agrees to allow Seller to retain possession of the Property through: [Select one. The box not checked shall not be part of this Amendment]

- A. the closing; or
- B. \_\_\_\_\_ hours after the closing; or
- C. \_\_\_\_\_ days after the closing at \_\_\_\_\_ o'clock \_\_\_\_\_ m.

In the event that Seller retains possession of the Property beyond the day of closing, Seller does hereby guarantee that at the date of surrender of occupancy by Seller, the Property shall be in the same condition.

It is agreed by the parties hereto that all of the other terms and conditions of the aforementioned Agreement shall remain in full force and effect other than as modified herein. Upon execution by all parties, this Amendment shall be attached to and form a part of said Agreement.

Keller Williams Realty  
Selling Broker

By: [Signature]  
Broker or Broker's Affiliated Licensee

[Signature]  
Listing Broker

By: [Signature]  
Broker or Broker's Affiliated Licensee

Jung-Jung Ahn  
Buyer's Signature

[Signature]  
Buyer's Signature

X [Signature]  
Seller's Signature

[Signature]  
Seller's Signature

Acceptance Date. The above Amendment is hereby accepted, 1 o'clock 2 p.m. on the date of 3 November 2008 ("Acceptance Date"). This Amendment will become binding upon the parties when notice of the acceptance of this Amendment has been received by offeror. The offeror shall promptly notify offeree when acceptance has been received.

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**SELLER:**

  
\_\_\_\_\_  
S. Gregory Hays, Receiver for Pinnacle  
Development Partners, LLC

**BUYER:**

  
\_\_\_\_\_  
Tsung Jung Hsiao

  
\_\_\_\_\_  
Mei Wen Hsiao