

AGREEMENT FOR SALE AND PURCHASE OF PROPERTY

(AUCTION – TRANZON FOX)

SELLER:

PROPERTY:

EXECUTION DATE:

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>
ARTICLE I	KEY TERMS
ARTICLE II	DEFINED TERMS
ARTICLE III	CONDITION
ARTICLE IV	TERMS OF PAYMENT; CLOSING ADJUSTMENTS
ARTICLE V	TITLE
ARTICLE VI	ESCROW AND CLOSING
ARTICLE VII	ENVIRONMENTAL MATTERS
ARTICLE VIII	WARRANTIES AND REPRESENTATIONS
ARTICLE IX	ASSIGNMENT
ARTICLE X	BROKERAGE
ARTICLE XI	DEFAULT
ARTICLE XII	NO JOINT VENTURE
ARTICLE XIII	MISCELLANEOUS
ARTICLE XIV	ESCROW TERMS
ARTICLE XV	OTHER DISCLOSURES
ARTICLE XVI	LITIGATION

EXHIBITS

A	LEGAL DESCRIPTION
B	DEED
C	AFFIDAVIT
D	BILL OF SALE
E	ASSIGNMENT AND ASSUMPTION AGREEMENT
F	[NOTICE TO TENANT]
G	[NOTICE TO SERVICE CONTRACTOR]
H	CERTIFICATE OF NON-FOREIGN STATUS
I	CERTIFICATE OF BUYER
J	ASSIGNMENT AND ASSUMPTION OF AGREEMENT FOR SALE AND PURCHASE

AGREEMENT FOR SALE AND PURCHASE OF PROPERTY

This Agreement for Sale and Purchase of Property (this “**Agreement**”) is executed by and between Seller, as identified in the Key Terms, and Buyer, as identified in the Key Terms. Buyer and Seller hereby agree that Seller shall sell to Buyer and Buyer shall purchase from Seller, upon the following terms and conditions and for the Purchase Price set forth in the Key Terms, the Property, as defined in the Defined Terms.

LIMITATION OF SELLER’S LIABILITY AND BUYER’S WAIVER OF IMPORTANT RIGHTS:

BUYER AGREES THAT BUYER IS BUYING THE PROPERTY “AS IS, WHERE IS WITH ALL FAULTS AND LIMITATIONS” (AS MORE FULLY SET FORTH IN THIS AGREEMENT).

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THIS AGREEMENT, SELLER’S LIABILITY AND BUYER’S SOLE AND EXCLUSIVE REMEDY IN ALL CIRCUMSTANCES AND FOR ALL CLAIMS (AS THE TERM IS DEFINED IN THE DEFINED TERMS), AND ALL REFERENCES IN THIS AGREEMENT TO “CLAIMS,” “CLAIM,” “Claims,” or “Claim” SHALL HAVE SUCH MEANING) ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR THE SALE OF THE PROPERTY TO BUYER INCLUDING, BUT NOT LIMITED TO, SELLER’S BREACH OR TERMINATION OF THIS AGREEMENT, THE CONDITION OF THE PROPERTY, SELLER’S TITLE TO THE PROPERTY, THE OCCUPANCY STATUS OF THE PROPERTY, THE SIZE, SQUARE FOOTAGE, BOUNDARIES, OR LOCATION OF THE PROPERTY, ANY COST OR EXPENSE INCURRED BY BUYER IN CONDUCTING ITS INVESTIGATION AND/OR DUE DILIGENCE IN PREPARATION FOR THE PURCHASE OF THE PROPERTY, OBTAINING OTHER ACCOMMODATIONS, MOVING, STORAGE OR RELOCATION EXPENSES, OR ANY OTHER COSTS OR EXPENSES INCURRED BY BUYER IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED AS PROVIDED IN SECTION 11.2 OF THIS AGREEMENT.

BUYER SHALL NOT BE ENTITLED TO A RETURN OF THE EARNEST MONEY DEPOSIT (AS DEFINED IN THE KEY TERMS) IF BUYER BREACHES THIS AGREEMENT.

BUYER AGREES THAT SELLER SHALL NOT BE LIABLE TO BUYER UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR ANY OTHER LEGAL OR EQUITABLE PRINCIPLE, THEORY, OR CAUSE OF ACTION ARISING OUT OF OR RELATED IN ANY WAY TO ANY CLAIM, INCLUDING, BUT NOT LIMITED TO, THE AFOREMENTIONED CLAIMS.

NOTE: THERE IS NO DUE DILIGENCE OR INSPECTION PERIOD WITH RESPECT TO THIS AGREEMENT. BUYER SHALL HAVE NO RIGHT TO TERMINATE THIS AGREEMENT OR RECEIVE A REFUND OF THE DEPOSIT, UNLESS SELLER DEFAULTS HEREUNDER.

ANY REFERENCE TO A RETURN OF THE EARNEST MONEY DEPOSIT CONTAINED IN THIS AGREEMENT SHALL MEAN A RETURN OF THE EARNEST MONEY DEPOSIT, LESS ANY ESCROW CANCELLATION FEES APPLICABLE TO BUYER UNDER THIS AGREEMENT AND LESS FEES AND COSTS PAYABLE FOR SERVICES AND PRODUCTS PROVIDED DURING ESCROW AT BUYER'S REQUEST. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER WAIVES ANY CLAIMS THAT THE PROPERTY IS UNIQUE AND BUYER ACKNOWLEDGES THAT A RETURN OF ITS EARNEST MONEY DEPOSIT CAN ADEQUATELY AND FAIRLY COMPENSATE BUYER FOR ALL CLAIMS. UPON RETURN OF THE EARNEST MONEY DEPOSIT TO BUYER, THIS AGREEMENT SHALL BE TERMINATED, AND BUYER AND SELLER SHALL HAVE NO FURTHER LIABILITY, OBLIGATION, OR RESPONSIBILITY TO EACH OTHER IN CONNECTION WITH THIS AGREEMENT. IF THE SALE TO BUYER CLOSES, THEN BUYER AND SELLER SHALL HAVE NO FURTHER LIABILITY, OBLIGATION, OR RESPONSIBILITY TO EACH OTHER IN CONNECTION WITH THIS AGREEMENT EXCEPT AS TO ANY PROVISIONS OF THIS AGREEMENT WHICH EXPRESSLY SURVIVE CLOSING.

SELLER'S LIMITATION OF LIABILITY AND BUYER'S WAIVERS PROVIDED IN THIS AGREEMENT ARE A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY SELLER UNDER THIS AGREEMENT AS AGREED TO BY BUYER AND SELLER.

BUYER FURTHER WAIVES THE FOLLOWING, TO THE FULLEST EXTENT PERMITTED BY LAW:

- (A) ALL RIGHTS TO FILE AND MAINTAIN AN ACTION AGAINST SELLER FOR SPECIFIC PERFORMANCE;**
- (B) RIGHT TO RECORD A LIS PENDENS AGAINST THE PROPERTY OR TO RECORD THIS AGREEMENT OR A MEMORANDUM THEREOF IN THE REAL PROPERTY RECORDS;**
- (C) ANY RIGHT TO INVOKE ANY EQUITABLE REMEDY THAT WOULD PREVENT SELLER FROM CONVEYING THE PROPERTY TO A THIRD PARTY BUYER;**
- (D) ANY CLAIMS ARISING FROM THE ADJUSTMENTS OR PRORATIONS OR ERRORS IN CALCULATING THE ADJUSTMENTS OR PRORATIONS THAT ARE OR MAY BE DISCOVERED AFTER CLOSING SHALL BE RESOLVED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.2(F) OF THIS AGREEMENT;**
- (E) ANY REMEDY OF ANY KIND THAT BUYER MIGHT OTHERWISE BE ENTITLED TO AT LAW OR EQUITY (INCLUDING, BUT NOT LIMITED TO, RESCISSION OF THIS AGREEMENT), EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT;**
- (F) ANY RIGHT TO A TRIAL BY JURY IN ANY LITIGATION ARISING FROM OR RELATED IN ANY WAY TO THIS AGREEMENT;**

- (G) ANY RIGHT TO AVOID THE SALE OF THE PROPERTY OR REDUCE THE PRICE OR HOLD SELLER LIABLE FOR ANY CLAIMS ARISING OUT OF OR RELATED IN ANY WAY TO THE CONDITION, CONSTRUCTION, REPAIR, OR TREATMENT OF THE PROPERTY, OR ANY DEFECTS, APPARENT OR LATENT, THAT MAY NOW OR HEREAFTER EXIST WITH RESPECT TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY CLAIMS RELATING TO ANY ORDINANCES AND ANY REPAIR COSTS REQUIRED THEREUNDER;
- (H) ANY CLAIMS ARISING OUT OF OR RELATING IN ANY WAY TO ENCROACHMENTS, EASEMENTS, BOUNDARIES, SHORTAGES IN AREA OR ANY OTHER MATTER THAT WOULD BE DISCLOSED OR REVEALED BY A SURVEY OR INSPECTION OF THE PROPERTY OR SEARCH OF PUBLIC RECORDS;
- (I) ANY CLAIMS ARISING OUT OF OR RELATING IN ANY WAY TO THE SQUARE FOOTAGE, SIZE, OR LOCATION OF THE PROPERTY, OR ANY INFORMATION PROVIDED ON THE MULTIPLE LISTING SERVICE, OR BROCHURES OR WEB SITES OF SELLER OR SELLER'S AGENT OR LISTING BROKER OR ANY STATEMENTS, ACTIONS OR CONDUCT OF AUCTIONEER OR SELLER'S AGENT OR LISTING BROKER; AND
- (J) ANY CLAIMS ARISING OUT OF OR RELATING IN ANY WAY TO TENANTS OR OCCUPANTS OF THE PROPERTY OR INCOME, IF ANY, TO BE DERIVED FROM THE PROPERTY OR HAZARDOUS MATERIALS (AS DEFINED IN THE DEFINED TERMS OF THIS AGREEMENT).

THE ABOVE PROVISIONS SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED HEREBY, OR THE EARLIER TERMINATION OF THE AGREEMENT, IF PERMITTED.

SELLER'S INITIALS ____/____

BUYER'S INITIALS ____/____

ARTICLE I

KEY TERMS

The following “**Key Terms**” shall apply to this Agreement:

1.1 “**Seller**”: _____,
a _____.

“**Seller’s Contact Person**”: _____.

“**Seller’s Notice Address**”: c/o _____,
_____, Telephone Number: _____, Facsimile
Number: _____, E-mail Address: _____.

1.2 “**Buyer**”: _____.

Buyer is a(n) ☐ individual, ☐ _____ corporation, ☐ _____ general
partnership, ☐ _____ limited partnership, ☐ _____ limited liability
company, ☐ other _____ (check one and fill in blank).

“**Buyer’s Contact Person**”: _____.

“**Buyer’s Notice Address**”: _____,
_____, Telephone Number: _____, Facsimile
Number: _____, E-mail Address: _____.

1.3 “**Purchase Price**”:

(a) The Winning Bid Amount: \$_____

(b) Plus “**Buyer’s Premium**” (an additional amount equal to
10% of the Winning Bid Amount or a minimum
of \$2,500)
\$_____

(c) Equals the total “**Purchase Price**”: \$_____

1.4 “**Earnest Money Deposit**”: Buyer shall be required to deposit with the Escrow Agent by wire transfer no later than twenty four (24) hours after the Execution Date an amount equal to **ten percent (10%)** of the Purchase Price . To the extent that Buyer paid a deposit to Auctioneer when registering to bid (the “**Bidder Deposit**”), Buyer, by execution of this Agreement, authorizes Auctioneer to wire transfer the Bidder Deposit to the Escrow Agent no later than twenty four (24) hours after the Execution Date without further action, consent, instruction or document required from Buyer, in which event the Bidder Deposit shall become part of the Earnest Money Deposit and the Earnest Money Deposit Buyer is required to wire to the Escrow Agent herein shall be reduced by the amount of the Bidder Deposit. The Earnest Money Deposit will be non-refundable (except upon a default by Seller, or as specifically provided herein).

1.5 “**Assignment Date**”: The deadline for Buyer to assign this Agreement subject to and in accordance with Article IX, being 5:00 P.M. Eastern Time on _____, 20__ [INSERT DATE THAT IS FIVE BUSINESS DAYS PRIOR TO THE CLOSING DATE].

1.6 “**Closing Date**”: 2:00 P.M. Eastern Time on _____, 20__.

1.7 “**Cooperating Broker**”: _____, whose address is _____, Contact Person: _____, Telephone Number: _____, E-mail Address: _____. In the event that there is a Cooperating Broker representing Buyer, the Cooperating Broker shall be entitled to receive a commission as provided for in Article X as total compensation due Cooperating Broker in connection with the sale of the Property to Buyer and shall be earned and due Cooperating Broker only when Closing actually occurs and the Purchase Price is received by Seller. [IF NOT APPLICABLE, WRITE IN "NONE"].

1.8 “**Listing Broker**”: _____, whose address is _____, Contact Person: _____, Telephone Number: _____, E-mail Address: _____.

1.9 “**Disclosed Brokers**”: The Listing Broker and any Cooperating Broker.

1.10 “**County**”: _____ County located in the State.

1.11 “**State**”: _____.

ARTICLE II

DEFINED TERMS

2.1 Definitions. The following “**Defined Terms**” shall have the following meanings when used in this Agreement:

(a) “**Agreement**”: This Agreement for Sale and Purchase of Property executed by both Seller and Buyer.

(b) “**Auctioneer**”: Tranzon Fox, having an office at _____, Attn: _____, Facsimile Number: _____.

(c) “**Bid Package**”: All documentation and information provided to or otherwise made available to Buyer prior to execution of this Agreement, by Auctioneer or on the auction’s website related to the Property at www._____.

(d) “**Business Day**”: Any day, other than a Saturday, Sunday or legal holiday, on which business is conducted by national banking institutions in Miami-Dade County, Florida and in the State.

(e) “**Claims**”: Any and all claims, causes of action, whether administrative or judicial, losses, costs (including any and all reasonable attorneys’ fees, court costs, and reasonable costs of investigation, litigation, and settlement), expenses, sanctions, curtailments, interest, liabilities, penalties, fines, demands, expenses, liens, judgments, compensation, fees, loss of profits, injuries, death,

and/or damages, of any kind whatsoever, whether known or unknown, fixed or contingent, joint or several, criminal or civil, or in law or in equity.

(f) **“Closing”**: The execution and delivery of the Deed, the Bill of Sale and the other instruments and documents to be executed by Seller and/or Buyer regarding the Property and the payment by Buyer to Seller of the Purchase Price.

(g) **“Confidentiality Agreement”**: The Confidentiality Agreement or Non Disclosure Agreement, entered into by Buyer, which Buyer acknowledges and agrees applies to the Property and the transaction covered by this Agreement.

(h) **“Deed”**: The special warranty deed conveying fee title to the Real Property to Buyer, duly executed by Seller and acknowledged and in proper form for recordation.

(i) **“Escrow Agent”**: _____, at its office located at _____, Contact Person: _____ Telephone Number: _____, Facsimile Number: _____, E-mail Address: _____.

(j) **“Execution Date”**: The date set forth on the cover page of this Agreement, which date shall be the date Buyer has executed this Agreement in accordance with Section 13.4.

(k) **“General Intangibles”**: Any and all guaranties, warranties, telephone exchange numbers, architectural or engineering plans and specifications, and development rights that relate to the Real Property or the Personal Property, if any, but excluding any rights, claims, choses in action and/or judgments, settlements, proceeds or other rights to payment and/or pending or anticipated actions of Seller or any other Seller Group party (i) against any former tenants (and/or guarantors of the leases entered into by such tenants) at the Property and from and/or against any former owners of the Property and/or any former borrowers or guarantors under, arising from or related to any loan held by Seller and/or any other Seller Group party; and (ii) against any insurer or any other party in connection with or relating to any Pre-Existing Insurance Claims or any Proceeds from Pre-Existing Insurance Claims.

(l) **“Hazardous Materials”**: Any toxic, radioactive, caustic or otherwise hazardous substance, including petroleum, its derivatives, by-products and other hydrocarbons, or any substance having any constituent elements displaying any of the foregoing characteristics. The term **“Hazardous Materials”** includes, without limitation, any substance regulated under any and all federal, state and local statutes, laws (including case law), regulations, ordinances, rules, judgments, orders, decrees, codes, plans, injunctions, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions, whether now or hereafter in effect, relating to human health, the environment or to emissions, discharges or releases of pollutants, contaminants, toxic substances, hazardous substances or wastes into the environment including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, hazardous materials or wastes or the clean-up or other remediation thereof.

(m) **“Hazardous Materials Reports”**: Any and all studies, reports, analyses, information, or other written records regarding the presence or absence of Hazardous Materials at, on, in, under or relating to the Land.

(n) **“Intangible Property”**: The Leases, and, to the extent the same is assignable by Seller, Seller’s interest in the Service Contracts, the Permits, the General Intangibles and any and all rights to the name of the improvements upon the Real Property.

(o) **“Land”**: That certain parcel of real property located in the County and State, as more particularly described on the attached **Exhibit A**. If the legal description is not complete or is inaccurate, this Agreement shall not be invalid provided the identity of the Property can otherwise be determined from this Agreement, in which event the legal description shall be completed or corrected after the Execution Date to meet legal requirements.

(p) **“Leases”**: Any and all leases, tenancies, licenses and other rights of occupancy or use of or for any portion of the Real Property or the Personal Property (including all amendments and renewals thereof).

(q) **“Permits”**: Any and all licenses, permits, authorizations, certificates of occupancy and other approvals that are in effect for the current use and operation of the Property.

(r) **“Personal Property”**: All tangible personal property and fixtures owned by Seller and located on or attached to the Real Property. **“Personal Property”** does not include property owned by others such as Tenants under Leases, parties to Service Contracts or Seller’s Property manager. The term **“Personal Property”** shall not include insurance policies, utility deposits or bank accounts.

(s) **“Pre-Existing Insurance Claims”**: Any insurance claims made by Seller or any Seller Group party prior to the Execution Date relating to the Property or any portion thereof or any loan held by Seller and/or any other Seller Group party.

(t) **“Proceeds from Pre-Existing Insurance Claims”**: Any proceeds resulting from any Pre-Existing Insurance Claims, regardless whether such proceeds are received prior to or after Closing.

(u) **“Property”**: Collectively, the Real Property, the Personal Property and the Intangible Property.

(v) **“Prorations Date”**: _____ **[Insert Date immediately prior to Closing Date.]**

(w) **“Real Property”**: The Land, together with Seller’s interest in the buildings and other improvements and fixtures located thereon, together with Seller’s interest in all rights of ways, ingress and egress, easements, rights, privileges, hereditaments and appurtenances thereto or in any way appertaining thereto.

(x) **“Security Deposits”**: The security, utility, key, damage and similar deposits, if any, specified in the Leases and which have not been applied by the landlord under such Leases prior to Closing. **“Security Deposits”** shall not include any security deposits, whether or not specified in the Leases, which were paid to Seller’s predecessor(s) in interest to the Property and which were not delivered to Seller and are not in Seller’s possession.

(y) **“Seller Group”**: Seller and its member and manager and such member’s trustee, master servicer, special servicer and certificate holders, all subsidiaries, parents and affiliates of such member and manager and each of the foregoing parties’ past, present, and future officers, directors, shareholders, general partners, limited partners, members, agents, employees, representatives, participants, heirs, successors, assigns and attorneys and each and all of the heirs, successors, and assigns of each of the foregoing.

(z) **“Service Contracts”**: Any and all service, maintenance, supply or operating contracts, or other agreements, however termed, written or oral, affecting the use, ownership, maintenance or operation of all or any part of the Property (but specifically excluding any Leases and any management agreements).

(aa) **“Tenants”**: Those persons or entities holding rights of tenants under Leases, if any.

(bb) **“Title Commitment”**: The commitment for issuance of an owner’s title insurance policy issued by the Title Company in favor of Buyer in the full amount of the Purchase Price.

(cc) **“Title Company”**: _____, at its office located at _____, Contact Person: _____, Telephone Number: _____, Facsimile Number: _____, E-mail Address: _____.

2.2 Other Defined Terms. Other capitalized terms contained in this Agreement shall have the meanings assigned to them herein.

ARTICLE III

CONDITION

3.1 Information Regarding Property. Seller has provided and may in the future provide to Buyer documents and information pertaining to the Property, including without limitation, the Bid Package. All of such information is provided simply as an accommodation to Buyer, and Seller makes no representations as to their accuracy or completeness. Buyer understands that some of the foregoing documents were provided by others to Seller and were not prepared by or verified by Seller. In no event shall Seller be obligated to deliver or make available to Buyer any of Seller’s internal memoranda, attorney-client privileged materials or appraisals of the Property, if any.

3.2 Condition of the Property; Waiver of Further Due Diligence. Buyer hereby acknowledges that prior to the Execution Date Seller provided Buyer sufficient opportunity to make such independent factual, physical and legal examinations and inquiries as Buyer deemed necessary and desirable with respect to the Property and the transaction contemplated by this Agreement and that Buyer has approved the Property in all respects. The following provisions shall survive Closing:

(a) Buyer does hereby acknowledge, represent, warrant and agree to and with Seller that, except as otherwise expressly provided in this Agreement and the Deed: (i) Buyer is expressly purchasing the Property in its existing condition **“AS IS, WHERE IS, AND WITH ALL FAULTS”** whether known or unknown with respect to all facts, circumstances, conditions and defects, both patent and latent; (ii) Seller has no obligation to inspect for, repair or correct any such facts, circumstances, conditions or defects or to compensate Buyer for same; (iii) Seller specifically bargained for the assumption by Buyer of all responsibility to inspect and investigate the Property and of all risk of adverse conditions and has structured the Purchase Price and other terms of this Agreement in consideration thereof; (iv) Buyer undertook all such due diligence review with respect to the Property as Buyer deems necessary or appropriate prior to the Execution Date and the suitability of the Property for Buyer’s intended use, and based upon same, Buyer is relying strictly and solely upon such and the advice and counsel of its own consultants, agents, legal counsel and officers and Buyer is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property; (v) Seller is not making and has not made any warranty or representation with respect to any materials or other data provided by Seller to Buyer (whether prepared by or for the Seller or others) or the education, skills, competence or diligence

of the preparers thereof or the physical condition or any other aspect of all or any part of the Property as an inducement to Buyer to enter into this Agreement and thereafter to purchase the Property or for any other purpose; (vi) prior to the Execution Date, Buyer had full access to the Bid Package and thoroughly reviewed this Agreement and the contents of the Bid Package and freely consulted with persons of Buyer's own choosing regarding the terms and conditions of this Agreement and the Bid Package, including but not limited to consultation with legal counsel of its own choosing; and (vii) by reason of all the foregoing, Buyer is assuming the full risk of any loss or damage occasioned by any fact, circumstance, condition or defect pertaining to the Property. Without limiting the generality of any of the foregoing, Buyer specifically acknowledges that Seller has and does not represent or in any way warrant the accuracy of any marketing information or pamphlets listing or describing the Property or the information, if any, provided by Seller to Buyer; and

(b) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT AND THE DEED, SELLER HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING WARRANTIES OF HABITABILITY AND FITNESS FOR PARTICULAR PURPOSES), WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES WITH RESPECT TO THE PROPERTY, TAX LIABILITIES, ZONING, LAND VALUE, AVAILABILITY OF ACCESS OR UTILITIES, INGRESS OR EGRESS, GOVERNMENTAL APPROVALS, OR THE SOIL CONDITIONS OF THE LAND. BUYER FURTHER ACKNOWLEDGES THAT BUYER IS BUYING THE PROPERTY "AS IS" AND IN ITS PRESENT CONDITION AND THAT EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT AND THE DEED, BUYER IS NOT RELYING UPON ANY REPRESENTATION OF ANY KIND OR NATURE MADE BY SELLER, OR ANY OF ITS EMPLOYEES OR AGENTS OR SELLER GROUP WITH RESPECT TO THE LAND OR THE PROPERTY, AND THAT, IN FACT, NO SUCH REPRESENTATIONS WERE MADE EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE DEED; and

(c) WITHOUT IN ANY WAY LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, SELLER MAKES NO WARRANTY WITH RESPECT TO THE PRESENCE ON OR BENEATH THE LAND (OR ANY PARCEL IN PROXIMITY THERETO) OF HAZARDOUS MATERIALS. BY ACCEPTANCE OF THIS AGREEMENT AND THE DEED, BUYER ACKNOWLEDGES THAT BUYER'S OPPORTUNITY FOR INSPECTION AND INVESTIGATION OF SUCH LAND (AND OTHER PARCELS IN PROXIMITY THERETO) HAS BEEN ADEQUATE TO ENABLE BUYER TO MAKE BUYER'S OWN DETERMINATION WITH RESPECT TO THE PRESENCE ON OR BENEATH THE LAND (AND OTHER PARCELS IN PROXIMITY THERETO) OF SUCH HAZARDOUS MATERIALS; and

(d) BUYER ACKNOWLEDGES AND AGREES THAT NONE OF SELLER GROUP SHALL BE RESPONSIBLE FOR ANY DAMAGES, LIABILITIES, CLAIMS OR LOSSES ARISING OUT OF OR RELATING TO MOLD AND/OR OTHER MICROSCOPIC ORGANISMS AT THE PROPERTY INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGES, PERSONAL INJURY, ADVERSE HEALTH EFFECTS, LOSS OF INCOME, EMOTIONAL DISTRESS, DEATH, LOSS OF USE OR LOSS OF VALUE AND BUYER HEREBY RELEASES SELLER GROUP FROM THE SAME. BUYER HEREBY ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD THIS DISCLOSURE AND RELEASE AND AGREES TO THE PROVISIONS CONTAINED HEREIN.

ARTICLE IV

TERMS OF PAYMENT; CLOSING ADJUSTMENTS

4.1 Payment of Purchase Price. The Purchase Price shall be paid as follows:

(a) Credit for Earnest Money Deposit. If Buyer fails to deliver the Earnest Money Deposit as and when required by this Agreement, Seller, at Seller's sole discretion, may terminate this Agreement by providing notice to Buyer of such termination and, thereafter, this Agreement shall be terminated and neither party shall have any further rights or obligations hereunder. The Earnest Money Deposit is consideration for the rights granted to Buyer to purchase the Property and shall be non-refundable except as otherwise expressly provided herein. If and only to the extent Buyer in its sole discretion and dealing entirely with the Escrow Agent (it being acknowledged by Buyer that Seller shall have no responsibility or liability in connection therewith) supplies Buyer's Taxpayer Identification Number to the Escrow Agent and executes all necessary forms required by the Escrow Agent, the Earnest Money Deposit shall be held in an interest bearing account with a financial institution selected by the Escrow Agent. Any accrued interest shall become a part of the Earnest Money Deposit to be applied or disposed of in the same manner as the Earnest Money Deposit. At Closing Buyer shall receive a credit against the Purchase Price in the amount of the Earnest Money Deposit (less any accrued interest thereon) and the Earnest Money Deposit (less any accrued interest thereon) shall be delivered to Seller. Any accrued interest on the Earnest Money Deposit shall be delivered upon Closing by the Escrow Agent to Buyer by a separate check from the Escrow Agent. Upon execution of this Agreement, Buyer may request from Escrow Agent a closing protector letter from the Title Company in favor of Buyer.

(b) Payment at Closing. The balance of the Purchase Price, subject to the prorations and adjustments for which provision is herein made, shall be paid by Buyer to the Escrow Agent by wire transfer to Escrow Agent's account at the time of Closing, and the Escrow Agent shall immediately upon Closing disburse pursuant to the Closing Statement. Buyer understands and acknowledges that the purchase of the Property and this Agreement IS NOT contingent on Buyer obtaining financing for the purchase of the Property. Neither Seller nor any entity affiliated with any of Seller Group in any way or for which Seller acts as a conduit for financing has any obligation to finance Buyer's purchase of the Property; provided, however, in the event Buyer elects to submit an application for financing with any entity affiliated with any of Seller Group, such financing application shall be considered independently of this transaction, and neither the submission of the application nor any decision or commitment by any such entity to provide financing to Buyer shall have any effect on Buyer's or Seller's rights and obligations hereunder. Wired funds must be received in the Escrow Agent's account prior to 2:00 p.m. Eastern time on the Closing Date for Seller to receive the benefit of such funds. Accordingly, if funds are received after 2:00 p.m. Eastern time on any day, they shall not be deemed received until the following Business Day. If the Escrow Agent does not receive the funds on the Closing Date and Seller elects not to exercise any of its default remedies, Buyer shall pay interest on the Purchase Price from the Closing Date until the funds are deemed to have been received by the Escrow Agent, at the rate of fifteen percent (15%) per annum.

4.2 Prorations; Adjustments; Closing Costs. The following adjustments and prorations shall be computed as of the Prorations Date and the Purchase Price shall be adjusted to reflect such prorations; provided, however, the figures utilized by Seller for the proration of rents, security deposits and other expenses for the Property may be calculated using information from a date prior to the Prorations Date, but in no event more than four (4) Business Days prior to the Prorations Date. All costs and expenses of the Real Property with respect to the period prior to the Prorations Date shall be charged to Seller. All costs and expenses of the Real Property with respect to the period on and after the Prorations Date shall be charged to Buyer.

(a) Revenues and Expenses. Seller shall be entitled to receive all revenues and shall be charged with all expenses relating to the ownership and operation of the Property through the Prorations Date. All revenues and expenses shall be prorated as of the Prorations Date. If, as of Closing, any rent is in arrears for the calendar month in which Closing occurs but not for prior periods, Seller shall be entitled to a credit for same at Closing. With respect to any delinquent rents or other revenue, Buyer

shall use reasonable efforts to collect the same after the Closing, but in no event shall Buyer be required to take legal action. All such collections in excess of the credit to Seller at Closing, less costs of collection, including reasonable attorney fees, shall be remitted by Buyer to Seller promptly after receipt, but in any event not later than ten (10) days after receipt. The foregoing shall not, however, prohibit or restrict Seller from attempting to collect in any lawful manner after the Closing any such delinquent rent or other revenue directly from the Tenant or other party owing such amounts, except for any amount for which Seller was given a credit at Closing. In any event the first monies collected from Tenants or other parties shall be applied to the current rents, and second to the rents and other revenues delinquent as of the Closing Date until the delinquency has been cured. The provisions of this Section shall survive Closing.

(b) Security Deposits; Lease Prepayments; Lease Obligations. Buyer shall receive credits against the Purchase Price at Closing for any (i) Security Deposits, and (ii) prepaid rents actually paid to Seller by the Tenants under the Leases; provided, however, that Buyer shall not be entitled to receive a credit against the Purchase Price for prepaid rents or security deposits paid (or which were to have been paid pursuant to the terms of the Leases) unless Seller possesses such funds.

During the period after the Execution Date and through the Closing Date, Seller shall provide Buyer with notice of all new Leases and Lease expansions, renewals, modifications and terminations (collectively, "**Lease Documents**") desired to be entered into by Seller. Buyer shall have the right to approve any such new Leases and Lease Documents prior to execution by Seller. Buyer shall provide its approval (or disapproval and the reasons therefor) in writing to Seller within five (5) days after Seller notifies Buyer in writing of Seller's desire to enter into any new Leases and Lease Documents. In the event Buyer does not notify Seller of its approval or disapproval during such five (5) day period, Buyer shall be deemed to have approved the new Lease or Lease Document.

Buyer and Seller agree that if Seller executes any new Leases or Lease Documents with respect to the Property during the period after the Execution Date and prior to Closing, and the terms of such new Leases or Lease Documents (or related brokerage contracts) obligate Seller as landlord to pay leasing commissions, construct tenant improvements, pay tenant improvement allowances and/or pay other costs ("**Lease Obligations**"), Buyer shall pay to Seller at Closing the amount of all such Lease Obligations incurred by Seller and actually paid as of the Closing Date and shall be responsible as of Closing for the obligation to pay and assume all such Lease Obligations not yet paid or completed by Seller as of the Closing Date. In addition, Buyer shall be responsible as of Closing for all Lease Obligations of Seller as landlord under any Leases (and related brokerage contracts) executed prior to the Execution Date with respect to Lease Obligations not due as of the Closing Date; e.g. lease commissions for future extensions. The provisions of this Section shall survive Closing.

(c) Taxes and Assessments; Pending and Certified Liens. Taxes and assessments for the year of Closing shall be prorated as of the Prorations Date upon the amount of such taxes for the year of Closing (using any maximum discount available) if the amount of such taxes is known at the time of Closing; if such amount cannot be then ascertained, proration shall be based upon the amount of the taxes for the preceding year (using any maximum discount available). If any tax proration shall be based upon the amount of taxes for the year preceding the year of Closing, such taxes, at the request of either party, shall be reprorated and adjusted between the parties, on the basis of the tax bills for the year of Closing when received (using any maximum discount available). To the extent that Seller completes any tax appeal which results in savings for periods prior to but not after Closing, Seller shall be entitled to retain all savings. To the extent that Seller completes any tax appeal which results in savings for periods prior to and after Closing, the parties agree to reprorate any such taxes and to share in the costs of such appeal, including attorney's fees and costs, based on the parties' prorata ownership of the Property for such tax period. City/County, public liens and/or similar liens (collectively, "**Public Liens**"), if any, certified or for which the work has been substantially completed on the date of Closing and for which payment is due

in full as of the Closing, shall be paid by Seller. Any Public Liens for which an installment payment is due and/or for which the owner of the Property has the right to make installment payments on an annual basis (as opposed to being paid in a lump sum), shall be prorated for the year of Closing as of the Prorations Date. Buyer shall assume all obligations for any other Public Liens from and after Closing. Other assessments not included on the regular property tax bills, license fees for transferred licenses, and state or municipal fees and taxes for the Property for the applicable fiscal period during which Closing takes place shall be adjusted as of the Prorations Date on the basis of the most recent ascertainable assessments and rates, and shall be re-prorated as necessary pursuant to Section (f) below. The provisions of this Section shall survive Closing.

(d) Utility Charges. To the extent possible: (i) Seller and Buyer shall request that all electric, water, sewer, gas, fuel, waste collection and removal and other utility companies read the meters as of the Prorations Date; (ii) Seller shall be responsible for all such utility charges incurred through the Prorations Date; (iii) Buyer shall make application to the various companies for the continuation of such services and the establishment of the required accounts in the name of Buyer effective from and after the Closing Date; (iv) all prepaid deposits for utilities shall be refunded to Seller at the time of Closing by the utility companies; and (v) it shall be Buyer's responsibility to make any utility deposits required for the continuation of such services from and after the Prorations Date. If and only if any utility companies will not read the meters as of the Prorations Date, the expenses for those utility companies shall be prorated as of the Prorations Date. It shall be assumed that utility charges were incurred uniformly during the billing period in which the Closing occurs. If bills for the applicable period are unavailable, the amounts of such charges will be estimated by Seller based upon all pertinent information, including, but not limited to, the latest known bills received by Seller.

(e) Other Prorations. In addition to the previously stated adjustments and prorations at Closing the parties shall also make such adjustments and prorations to the Purchase Price as are customary and usual in transactions similar to the transaction contemplated by this Agreement.

(f) Reproration and Post-Closing Adjustments. In the event that any adjustments or prorations cannot be apportioned or adjusted at Closing by reason of the fact that final or liquidated amounts have not been ascertained, or are not available as of such date, the parties hereto agree to apportion or adjust such items on the basis of their best estimates of the amounts at Closing and to re-prorate any and all of such amounts promptly when the final or liquidated amounts are ascertained. With respect to any rents, receipts and pass-throughs for operating expenses and taxes not billed and paid by a Tenant under a Lease on a monthly basis that remain unpaid as of the Closing Date, the parties hereto agree to apportion or adjust such rents, receipts and pass-throughs as and when such sums are paid by the Tenant. In the event of any omission or mathematical error on the Closing Statement, or if the prorations, apportionments and computations shall prove to be incorrect for any reason, the same shall be promptly adjusted when determined and the appropriate party paid any monies owed. This provision shall survive Closing for a period of three (3) months.

4.3 Costs and Expenses. Regardless of State or local custom, Buyer shall pay all escrow fees of the Escrow Agent/Title Company, all costs of recording, all documentary stamp taxes, surtaxes, transfer taxes and recording taxes on the Purchase Price, the cost of any title searches, exams and out-of-pocket fees of the Escrow Agent/Title Company, the cost of the title insurance premium for the owner's title insurance policy in the amount of the Purchase Price to be issued to Buyer by the Title Company, the cost of any extended title insurance coverage, the cost of any title insurance endorsements requested or required by Buyer and the cost of any survey or survey updates or modification obtained by Buyer. Attorneys' fees, consulting fees, and other due diligence expenses shall be borne by the party incurring such expense. The provisions of this Section shall survive Closing.

ARTICLE V

TITLE

5.1 Title Commitment. The Title Commitment was included in the Bid Package. The Title Commitment was the basis upon which Buyer reviewed the status of title to the Land. Buyer shall take title to the Real Property subject to the following, all of which shall be deemed “**Acceptable Encumbrances**”:

- (a) Liens for real property taxes and assessments not yet due and payable, subject to any prorations provided for herein;
- (b) The standard printed exceptions contained in owner’s title insurance policies, including, without limitation, rights of tenants and/or other occupants of the Property, if any;
- (c) Matters that would be disclosed by an accurate survey or personal inspection of the Property;
- (d) Zoning and other regulatory laws and ordinances affecting the Property;
- (e) Easements, plats, rights of way, limitations, conditions, reservations, covenants, restrictions, and other matters of record;
- (f) All matters set forth in the Title Commitment, except for any loan documents held by any of Seller Group, which Seller shall release or cause to be released at Closing; and
- (g) Any matters that are approved in writing by Buyer or deemed approved by Buyer in accordance with this Agreement.

5.2 Updated Title Commitment. On or before the Closing Date, Buyer and/or Seller may cause the Title Company to update the Title Commitment. If the updated Title Commitment contains exceptions that do not constitute Acceptable Encumbrances, Buyer may file written objection thereto prior to the completion of the Closing. If Buyer timely and properly files written objection(s) to any such item(s) other than an Acceptable Encumbrance, then Seller shall have the right but not the obligation to use reasonable diligence to remove, discharge or correct such liens, encumbrances or objections and shall have a period of sixty (60) days after receipt of notice thereof in which to do so (and if necessary the Closing Date shall be extended). Seller shall not in any event be obligated to pay any sums of money or to litigate any matter in order to remove, discharge or correct any lien, encumbrance or objection; provided, however, Seller shall be obligated to remove or caused to be removed any monetary liens consented to by Seller after the Execution Date. Any attempt by Seller to remove other title exceptions shall not impose an obligation upon Seller to remove such exceptions. If Seller shall be unwilling or unable to remove or discharge such other liens, encumbrances or objections within such period, then Buyer may, at its option, no later than five (5) days after Seller notifies Buyer of Seller’s unwillingness or inability, either terminate this Agreement or accept title in its then existing condition without reduction of the Purchase Price. If Buyer shall elect to terminate this Agreement, the Earnest Money Deposit, less the Independent Consideration, shall be returned to Buyer, the Independent Consideration shall be delivered to Seller, this Agreement shall terminate, and thereafter neither Seller nor Buyer shall have any further rights or obligations hereunder except that Buyer shall remain obligated with respect to the indemnities and obligations of this Agreement which specifically survive termination. If the updated Title Commitment contains no exceptions other than those reflected on the Title Commitment and other Acceptable Encumbrances or if Buyer fails to give written notice of objection(s) to Seller prior to

completion of Closing, all matters reflected on the updated Title Commitment shall be deemed Acceptable Encumbrances, this Agreement shall remain in full force and effect and Buyer shall be obligated to complete the transaction as required by this Agreement.

ARTICLE VI

ESCROW AND CLOSING

6.1 Escrow Instructions. Upon execution of this Agreement, the parties hereto shall deposit an executed counterpart of this Agreement with the Escrow Agent, and this Agreement shall serve as the instructions to the Escrow Agent as the escrow holder for consummation of the purchase and sale contemplated hereby. Seller and Buyer agree to execute such reasonable additional and supplementary escrow instructions as may be appropriate to enable the Escrow Agent to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control.

6.2 Time and Place. Closing shall take place on the Closing Date or such earlier date as may be mutually acceptable to the parties with all deliveries to be made in escrow to the Escrow Agent prior to or on the Closing Date; provided, however, that pursuant to Section 5.2 Seller at Seller's option may extend the Closing Date for purposes of curing objections to the status of title that were timely and properly raised by Buyer. Buyer acknowledges that Seller may at Seller's option use closing proceeds to satisfy any mortgage or lien on the Property. Notwithstanding anything to the contrary contained herein, in the event Seller is unable to fulfill any of its obligations under the Agreement on or before the Closing Date, Seller shall have the right to extend the Closing Date for a period of thirty (30) days by delivery of written notice to Buyer.

6.3 Seller's Deposit of Documents. At or before Closing, Seller shall deposit or cause to be deposited into escrow with the Escrow Agent the following items:

(a) an executed Deed with respect to the Land, in the form of **Exhibit B** hereto, together with any State, County and local transfer tax declarations and forms required to be executed by Seller.

(b) an executed Affidavit in the form of **Exhibit C** hereto.

(c) an executed Bill of Sale (without warranties) with respect to the Personal Property, if any, in the form of **Exhibit D** hereto.

(d) two counterparts of an executed Assignment and Assumption Agreement with respect to the Intangible Property, in the form of **Exhibit E** hereto, together with originals or copies of any Leases, Service Contracts and Permits, to the extent in Seller's possession (which such Leases, Service Contracts and Permits shall be delivered at Seller's Property manager's office).

(e) an executed form letter to advise all Tenants under Leases, if any, in the form of **Exhibit F** hereto, of the sale to Buyer ("**Notice to Tenant**") and an executed form letter to advise all contractors under Service Contracts, if any, in the form of **Exhibit G** hereto, of the sale to Buyer ("**Notice to Service Contractor**").

(f) an executed Certificate of Non-Foreign Status in the form of **Exhibit H** hereto.

(g) to the extent any declaration of restrictions, easements and agreements (“**REA**”) requires a specific written assignment and/or assumption agreement with respect to such REA, an executed assignment and/or assumption agreement with respect to such REA in the form required by the REA.

(h) an executed Buyer - Seller Closing Statement prepared by the Escrow Agent reflecting all financial aspects of the transaction (“**Closing Statement**”).

(i) all plans, specifications, Permits and keys in Seller’s actual possession with respect to the Property (which shall be delivered at Seller’s Property manager’s office).

(j) resolutions of Seller approving the sale of properties and containing incumbency language as to the signatory of the Closing documents for Seller.

(k) any other documentation reasonably required by the Title Company to issue an owner’s form of title policy covering the Property to Buyer, subject only to the Acceptable Encumbrances.

6.4 **Buyer’s Deposit of Documents.** At or before Closing Buyer shall deposit or cause to be deposited into escrow with the Escrow Agent the following items:

(a) cash to close in the amount required by Section 4.1 hereof.

(b) any State, County and local transfer tax declarations and forms required to be executed by Buyer.

(c) two counterparts of an executed Assignment and Assumption Agreement, in the form of **Exhibit E** hereto. To the extent any Service Contract requires a specific written assignment and/or assumption agreement with respect to such Service Contract, a specific executed assignment and/or assumption agreement with respect to such Service Contract in the form required by the Service Contract or the vendor under such Service Contract.

(d) to the extent any REA requires a specific written assignment and/or assumption agreement with respect to such REA, an executed assignment and/or assumption agreement with respect to such REA in the form required by the REA.

(e) an executed Closing Statement.

(f) an executed Certificate of Buyer that all of Buyer’s warranties and representations remain true as of Closing in the form of **Exhibit I** hereto.

(g) evidence reasonably satisfactory to Seller and the Title Company reflecting that all documents executed by Buyer at Closing were duly authorized and executed, including, without limitation, an executed Corporate Resolution, Partnership Certificate or Limited Liability Certificate of Buyer authorizing Buyer to consummate the transaction contemplated hereby and to perform all of Buyer’s obligations hereunder (if Buyer is a corporation, partnership or limited liability company).

(h) a current Certificate of Good Standing from the Secretary of State in which Buyer is organized (if Buyer is a corporation, limited partnership or limited liability company) (if other than the State, a certificate of the Secretary of the State authorizing Buyer to do business in the State will also be required).

6.5 Other Documents. Buyer and Seller shall each deliver such other documents as are otherwise required by this Agreement to consummate the purchase and sale of the Property in accordance with the terms hereof. Unless the parties otherwise agree in writing, the Escrow Agent is hereby designated as the “**Reporting Person**” for the transaction pursuant to Section 6045(e) of the United States Code and the regulations promulgated thereunder. If requested in writing by either party, the Escrow Agent shall confirm its status as the “**Reporting Person**” in writing, which such writing shall comply with the requirements of Section 6045(e) of the United States Code and the regulations promulgated thereunder.

6.6 Possession. Possession of the Property, subject to any and all Leases and transient guests at the Property, shall be surrendered to Buyer at Closing.

6.7 Tenant and Service Contractor Notices. Immediately after Closing, Buyer shall deliver to all Tenants, if any, a copy of the Notice to Tenant and all vendors under Service Contracts, if any, a copy of the Notice to Service Contractor, which obligation shall survive Closing.

ARTICLE VII

ENVIRONMENTAL MATTERS

7.1 Release. Without limiting any of the other provisions of this Agreement, including, but not limited to, Article III, Buyer acknowledges that Seller is not in any manner responsible to Buyer for the presence of any Hazardous Materials at, on, in, under or relating to the Property, if any. Buyer hereby specifically releases the Seller Group from any and all claims, losses, liabilities, fines, charges, damages, injuries, penalties, response costs, and expenses of any and every kind whatsoever (whether known or unknown) relating to the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release of any Hazardous Materials on the Property, if any, including without limitation, any residual contamination, in, on, under or about the Property or affecting natural resources, whether prior to or following Closing, and also including, without limitation, any liability due to asbestos-containing materials at the Property. BUYER’S CLOSING HEREUNDER SHALL BE DEEMED TO CONSTITUTE AN EXPRESS WAIVER OF BUYER’S AND ITS SUCCESSORS’ AND ASSIGNS’ RIGHTS TO SUE SELLER AND OF BUYER’S RIGHT TO CAUSE ANY OF SELLER GROUP TO BE JOINED IN AN ACTION BROUGHT UNDER ANY FEDERAL, STATE OR LOCAL LAW, RULE, ACT, OR REGULATION NOW EXISTING OR HEREAFTER ENACTED OR AMENDED WHICH PROHIBITS OR REGULATES THE USE, HANDLING, STORAGE, TRANSPORTATION OR DISPOSAL OF HAZARDOUS MATERIALS OR WHICH REQUIRES REMOVAL OR REMEDIAL ACTION WITH RESPECT TO SUCH HAZARDOUS MATERIALS, SPECIFICALLY INCLUDING BUT NOT LIMITED TO FEDERAL “**CERCLA**”, “**RCRA**”, AND “**SARA**” ACTS. The acknowledgments of Buyer and the release contained in this Section of this Agreement shall survive Closing or termination of this Agreement.

7.2 Indemnification. Without limiting any other provision of this Agreement, Buyer hereby indemnifies and agrees to defend, protect, save and hold Seller Group harmless from and against any and all losses, liabilities, fines, charges, damages, injuries, penalties, response costs, expenses (including attorneys fees and costs at all levels) and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Seller, with respect to or as a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release of any Hazardous Material from, the Property from and after the Closing Date. The foregoing indemnification includes (a) all foreseeable and unforeseeable consequential damages to the maximum extent permitted by law; (b) the costs of any required or necessary repair, remediation, or decontamination of the Property; and (c) any fines and penalties that may be imposed. This agreement to defend, indemnify, protect, save and hold

harmless shall survive Closing and shall be in addition to any other obligations or liability that Buyer may have to Seller Group at common law or by statute or otherwise.

7.3 Confidentiality of Hazardous Materials Reports. Unless and until the Closing actually occurs, Buyer, its agents, consultants and employees shall keep confidential all Hazardous Materials Reports and other information, received or completed by Buyer in Buyer's independent factual, physical and legal examinations and inquiries of the Property, except that: (a) Buyer shall promptly after receipt provide copies thereof to Seller; and (b) Buyer may disclose same to its consultants if Buyer first obtains the agreement in writing of such consultants to keep such Hazardous Materials Reports and related documentation confidential. Unless and until the Closing actually occurs, neither the contents nor the results of any test, report, analysis, opinion or other information shall be disclosed by Buyer, its agents, consultants and employees without Seller's prior written approval unless and until Buyer is legally required to make such disclosure. The provisions of this Section shall survive the termination of this Agreement.

ARTICLE VIII

WARRANTIES AND REPRESENTATIONS

8.1 Buyer's Warranties and Representations. Buyer warrants and represents that: (a) Buyer has the full right, power, and authority to purchase the Property from Seller as provided in this Agreement and to carry out Buyer's obligations hereunder; (b) if Buyer is an entity, Buyer is duly organized and in good standing under the laws of the state in which it is organized and duly authorized to conduct business in the State or if Buyer is an individual, Buyer is an individual, provided however, in the event that Buyer assigns this Agreement to an entity pursuant to the terms of Article IX of this Agreement, any such entity shall be duly organized and in good standing under the laws of the state of its formation and qualified to transact business in the State; (c) all requisite action necessary to authorize Buyer to enter into this Agreement and to carry out Buyer's obligations has been obtained; (d) this Agreement has been duly authorized, executed and delivered by Buyer; (e) the execution of this Agreement and the Closing to occur hereunder do not and will not violate any contract, covenant or other Agreement to which Buyer may be a party or by which Buyer may be bound; and (f) Buyer is not a Prohibited Person. The provisions of this Section shall survive Closing.

8.2 Seller's Warranties and Representations. Seller warrants and represents that: (a) Seller has the full right, power, and authority to sell the Property to Buyer as provided in this Agreement and to carry out Seller's obligations hereunder; (b) Seller is the type of entity specified in the opening paragraph of this Agreement and is duly organized and in good standing under the laws of the State; (c) all requisite action necessary to authorize Seller to enter into this Agreement and to carry out Seller's obligations has been obtained; (d) this Agreement has been duly authorized, executed and delivered by Seller; and (e) the execution of this Agreement and the Closing to occur hereunder do not and will not violate any contract, covenant or other Agreement to which Seller may be a party or by which Seller may be bound. The provisions of this Section shall survive Closing.

ARTICLE IX

ASSIGNMENT

Buyer may not assign this Agreement, nor may any of Buyer's rights hereunder be transferred in any manner, nor may any of Buyer's rights hereunder or any ownership interest in Buyer be transferred in any manner to any person or entity, to any person or entity, without Seller's specific prior written consent, which consent may be withheld by Seller for any reason whatsoever except, however, that Buyer shall

have the right to assign this Agreement, without Seller's consent, to an entity wholly owned and controlled by Buyer; provided, however, any such assignment shall be binding on Seller only to the extent Buyer provides Seller with written intent to so assign, specifically naming the assignee and providing the signature block for the assignee, no later than the Assignment Date. If Buyer assigns this Agreement pursuant to the terms hereof, and provided that Seller consents to such assignment where required under this Article IX: (a) the assignee shall be liable (jointly and severally with assignor) for all of Buyer's obligations hereunder; (b) the assignor (i.e., the original Buyer hereunder) shall remain obligated (but jointly and severally with assignee) with respect to all of Buyer's obligations hereunder; and (c) the assignor and any assignee shall execute an Assignment and Assumption of Agreement for Sale and Purchase of Property in the form attached hereto as **Exhibit J**.

ARTICLE X

BROKERAGE

Buyer represents and warrants to Seller that Buyer has not contacted or entered into any agreement with any real estate broker, agent, finder, or any other party in connection with this transaction other than the Auctioneer and the Cooperating Broker, if any set forth in the Key Terms, and that Buyer has not taken any action which would result in any real estate broker's finder's, or other fees or commissions being due or payable to any other party with respect to this transaction. Seller represents and warrants to Buyer that Seller has not contacted or entered into any agreement with any real estate broker, agent, finder, or party in connection with this transaction other than the Auctioneer and the Listing Broker, and that Seller has not taken any action which would result in any real estate broker's, finder's, or other fees or commissions being due and payable to any other party with respect to this transaction. Each party hereby indemnifies, protects, defends and agrees to hold the other party harmless from any loss, liability, damage, cost, or expense (including, but not limited to, reasonable attorneys' fees) resulting to the other party from a breach of the representation and warranty made by such party herein. Seller agrees to pay the Disclosed Brokers a commission or fee in accordance with a separate agreement by and between Seller and the Listing Broker which commission or fee shall be paid only if, as and when Closing actually occurs and the Purchase Price is received by Seller. Any such commission or fee due Disclosed Brokers shall be based solely on the Winning Bid Amount, exclusive of the Buyer's Premium. The obligations of Buyer and Seller under this Article X shall be deemed to survive Closing.

ARTICLE XI

DEFAULT

11.1 **Buyer's Default**. If Buyer shall fail to close the transaction contemplated hereby as and when required or if Buyer shall otherwise be in default of its obligations hereunder prior to Closing, the Earnest Money Deposit shall be immediately paid over to Seller as agreed as liquidated damages and not as a penalty, without any further consent being required from Buyer as a condition to the release of such funds to Seller, it being acknowledged by Buyer and Seller that in such event Seller will suffer substantial damages but such damages are incapable of exact ascertainment and that the amount of the Earnest Money Deposit is a reasonable pre-estimate thereof. After payment to Seller of the Earnest Money Deposit, in accordance with this Section 11.1, neither Seller nor Buyer shall have any further rights or obligations hereunder except that Buyer shall remain obligated with respect to the indemnities and obligations of this Agreement which specifically survive termination. If subsequent to Closing Buyer shall fail to comply with its obligations contained herein which survive Closing, Seller, in addition to any rights and remedies provided herein, shall be entitled to any and all remedies available at law or in equity.

11.2 Seller's Default. If this transaction shall not be closed because of default of Seller, the Earnest Money Deposit shall be delivered to Buyer on demand, and, after delivery of the Earnest Money Deposit to Buyer, this Agreement shall be null and void and neither Seller nor Buyer shall have any further rights or obligations hereunder except that Buyer shall remain obligated with respect to the indemnities and obligations of this Agreement which specifically survive termination. In no event shall Buyer be entitled to damages or have the right to seek or obtain specific performance of this Agreement.

11.3 Waiver of Specific Performance Remedy. As a material part of the consideration to be paid or received by Seller and Buyer under this Agreement, Buyer waives all rights to file and maintain an action against Seller for specific performance and to record a lis pendens or notice of pendency of action as against the Property if a dispute arises concerning this Agreement. Buyer agrees that the Property is not unique and that in the event of Seller's default or material breach of the Agreement, Buyer can be adequately and fairly compensated solely by receiving a return of the Earnest Money Deposit. Upon return of the Earnest Money Deposit, the Agreement shall be terminated, and neither party shall have any further rights or obligations hereunder except with respect to the provisions hereof which specifically survive termination.

11.4 No Obligation of Seller after Closing. Buyer expressly acknowledges and agrees that Seller has no obligations with respect to the Property that survive Closing, except as specifically set forth herein. The provisions of this Section shall survive Closing.

ARTICLE XII

NO JOINT VENTURE

Buyer acknowledges and agrees that neither Seller nor any other member of the Seller Group is a venturer, co-venturer, insurer, guarantor or partner of Buyer in Buyer's development of, construction upon and resale of the Property, and that Seller and Seller Group bear and shall bear no liability whatsoever resulting from or arising out of Buyer's ownership and development of, and construction upon, the Property. The provisions of this Article shall survive Closing.

ARTICLE XIII

MISCELLANEOUS

13.1 Confidentiality Agreement. All terms and conditions of the Confidentiality Agreement shall remain in full force and effect according to its terms during the pendency of this Agreement and such terms thereof as are intended to survive acquisition of the Property by Buyer shall continue to survive. The provisions of this Section shall survive Closing or any termination of this Agreement.

13.2 Risk of Loss. If any material portion of the Property is condemned by any legally constituted authority for any public use or purpose, damaged or destroyed prior to the Closing Date, as determined by Seller in its sole discretion, Seller shall give Buyer written notice thereof. If the cost to repair does not exceed ten percent (10%) of the Purchase Price and Seller agrees in writing prior to the Closing Date to deliver any assignable insurance proceeds plus any applicable deductible to Buyer upon Seller's receipt of such insurance proceeds, or if Seller agrees in writing prior to the Closing Date to repair or restore the Property to substantially its condition on the date of execution of this Agreement, then Buyer shall be obligated to close this transaction in accordance with the terms hereof. If the cost to repair exceeds twenty-ten (10%) of the Purchase Price or Seller does not agree in writing prior to the Closing Date to either (i) deliver any assignable insurance proceeds plus any applicable deductible to Buyer upon receipt of such insurance proceeds, or (ii) repair or restore the Property, Buyer may elect either to

terminate this Agreement, or to purchase the Property in the condition existing on the Closing Date without adjustment of the Purchase Price. If Buyer elects to terminate this Agreement in accordance with the immediately preceding sentence, the Earnest Money Deposit shall be returned to Buyer. If Buyer elects to purchase the Property despite the fact that the cost to repair the Property exceeds ten percent (10%) of the Purchase Price or Seller does not agree in writing prior to the Closing Date to either (i) deliver any assignable insurance proceeds plus any applicable deductible to Buyer upon receipt of such insurance proceeds, or (ii) repair or restore the Property, Seller shall not be liable to restore the Property, nor shall Buyer be entitled to the proceeds of any policies of insurance carried by or for the benefit of Seller. In any event, Seller shall not be deemed to be in default under this Agreement as a result of such condemnation, damage or destruction. Buyer shall be deemed to have waived its right to terminate this Agreement if Buyer does not notify Seller in writing of its election to terminate this Agreement within ten (10) business days after receipt of Seller's written notice of material condemnation, damage or destruction. Notwithstanding the foregoing, any termination notice given by Buyer under this Section shall be rendered ineffective if the Property can be repaired (in Seller's sole discretion), and, within five (5) calendar days after Seller's receipt of such written notice, Seller delivers to Buyer Seller's written agreement to repair at its sole cost and expense all such damage. In the event that Seller undertakes the repair of the Property in accordance with this Section, the Closing Date shall be deemed automatically extended to the third (3rd) business day following Seller's completion of such repair. Notwithstanding anything above to the contrary, Buyer shall not be entitled to any insurance or condemnation proceeds or obtain any rights with respect to any claims Seller may have with regard to insurance maintained by Seller with respect to the Property by mere virtue of the fact that any material portion of the Property is condemned by any legally constituted authority for any public use or purpose, or damaged or destroyed prior to the Closing Date.

13.3 Construction. The terms "**Seller**" and "**Buyer**" whenever used in this Agreement shall include the heirs, personal representatives, successors and assigns of the respective parties hereto; provided, however, that Buyer's right of assignment is restricted by the provisions hereof. Whenever used, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders. The term "**including**" as used herein shall in all instances mean "**including, but not limited to**". The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement. This Agreement and any related instruments shall not be construed more strictly against one party than against the other by virtue of the fact that initial drafts may have been prepared by counsel for one of the parties, it being recognized that this Agreement and any related instruments are the product of extensive negotiations between the parties hereto.

13.4 Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original Agreement all of which shall constitute one agreement to be valid as of the date of this Agreement. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures. Seller and Buyer agree that this Agreement or any other document necessary for the consummation of the transaction contemplated by this Agreement may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("**E-Sign Act**"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("**UETA**") and any applicable state law. Any document accepted, executed or agreed to in conformity with such laws will be binding on both Seller and Buyer the same as if it were physically executed and Buyer hereby consents to the use of any third party electronic signature capture service providers as may be chosen by Seller or Auctioneer.

13.5 Severability and Waiver. Invalidation of any one Section or provision of this Agreement by judgment or court order shall in no way affect any other Section or provision. Failure of any party to this Agreement to insist on the full performance of any of its provisions by the other party (or parties) shall not constitute a waiver of such performance unless the party failing to insist on full performance of the provision declares in writing signed by it that it is waiving such performance. A waiver of any breach under this Agreement by any party, unless otherwise expressly declared in writing, shall not be a continuing waiver or waiver of any subsequent breach of the same or other provision of this Agreement. The provisions of this Section shall survive Closing.

13.6 Intentionally Omitted.

13.7 Further Acts. In addition to the acts and deeds recited in this Agreement and contemplated to be performed, executed, and/or delivered under this Agreement, Seller and Buyer agree to perform, execute and/or deliver or cause to be delivered, executed and/or delivered at Closing or after Closing all further acts, deeds, and assurances reasonably necessary to consummate the transactions contemplated hereby.

13.8 Notices. All notices, demands, requests, and other communications required or permitted hereunder shall be in writing. Any notice given by Seller's attorney shall be deemed notice given by Seller. All such notices, demands, requests and other communications (and copies thereof) shall be deemed to be delivered: (a) if sent by messenger, upon personal delivery to the party to whom the notice is directed; (b) if sent by facsimile, on (i) the Business Day sent provided that electronic or telephonic confirmation of receipt from the receiving facsimile machine is received within business hours on that Business Day (unless a different time period is provided herein), or (ii) the next Business Day if sent on a day other than a Business Day and/or said confirmation is received after business hours on the Business Day sent or received on a day other than a Business Day; (c) if sent by email on (i) the Business Day sent so long as such email notice is sent within business hours on that Business Day (unless a different time period is provided here) or (ii) the next Business Day if sent after business hours on the Business Day sent or sent on a day other than a Business Day, and in either case such email notice is followed by notice pursuant to provisions (a), (b) or (d) of this Section or the party to whom such email notice is given acknowledges receipt; or (d) if sent by overnight courier, with request for next Business Day delivery, on the next Business Day after sending; addressed as follows (or to such other address as the parties may specify by notice given pursuant to this Section):

TO SELLER: To the attention of Seller's Contact Person in the Key Terms to Seller's Notice Address in the Key Terms

WITH A COPY TO: Hartman Simons & Wood LLP
6400 Powers Ferry Road, NW, Suite 400
Atlanta, Georgia 30339
Attn: Gil Y. Burstiner, Esq.
Telephone No.: 770-226-1339
Facsimile No.: 770-303-1115

E-mail Address: gil.burstiner@hartmansimons.com

TO BUYER: To the attention of Buyer's Contact Person in the Key Terms to Buyer's Notice Address set forth in the Key Terms

TO ESCROW AGENT: To the attention of the individual identified in Section 2.1(i) of this Agreement

13.9 Entire Agreement and Amendment. This Agreement contains the entire understanding between Buyer and Seller with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be modified, amended, changed, waived, discharged or terminated orally. Any such action may occur only by an instrument in writing signed by the party against whom enforcement of the modification, change, waiver, discharge or termination is sought.

13.10 Recording. This Agreement shall not be recorded and Buyer agrees that recording same constitutes a default by Buyer.

13.11 Exhibits. The Exhibits that are referenced in and attached to this Agreement are incorporated in, and made a part of, this Agreement for all purposes.

13.12 Time of the Essence. Seller and Buyer expressly agree that time is of the essence with respect to this Agreement. If the final day of any period or any date of performance under this Agreement falls on a date which is not a Business Day, then the final day of the period or the date of performance, as applicable, shall be extended to the next day which is a Business Day.

13.13 No Third Party Beneficiary. This Agreement is solely between Seller and Buyer and no other party shall be entitled to rely upon any provision hereof for any purpose whatsoever.

13.14 Back-Up Contract(s). Buyer understands that Seller may negotiate with other parties and may enter into back-up contracts for the sale of the Property. The back-up contracts will be subject and subordinate to this Agreement so long as this Agreement is in full force and effect and Buyer is not in default hereunder.

13.15 Limitation on Liability. Buyer expressly agrees that the obligations and liabilities of Seller under this Agreement and any document referenced herein shall not constitute personal obligations of the officers, directors, employees, agents, trustees, partners, members, representatives, stockholders or other principals and representatives of Seller. Notwithstanding anything to the contrary contained herein, Seller's liability, if any, arising in connection with this Agreement or with the Property shall be limited to Seller's interest in the Property for the recovery of any judgment against Seller, and Seller shall not be personally liable for any such judgment or deficiency after execution thereon. The limitations of liability contained in this paragraph shall apply equally and inure to the benefit of Seller's present and future officers, directors, trustees, shareholders, agents and employees, and their respective heirs, successors and assigns. The provisions of this Section shall survive termination and Closing.

13.16 Auction/Sale Process. None of Seller Group, Auctioneer, or Listing Broker is making any representation or warranty as to the manner in which the sale process will be managed. Seller may select the winning bid in its sole and absolute discretion. No obligation to sell shall be binding on Seller unless and until a written contract of sale or purchase agreement is signed and delivered by Seller. Seller may rescind any oral, website or internet acceptance of a winning bid prior to the execution and delivery of this Agreement, for any or no reason, including, but not limited to the receipt of a subsequent higher bid or offer to purchase whether such higher bid or offer to purchase was received pursuant to the Auction Terms and Conditions or otherwise.

13.17 Brochure. Buyer represents and warrants that Buyer has received, read and accepts the terms and conditions pertaining to the sale of the Property which may be set forth in the Auction Brochure (the "**Brochure**"), other advertising materials, or on the auction's website at www._____. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of the auction set forth in the Brochure or otherwise in

any advertising or on the auction's website, the terms and conditions of this Agreement and any Exhibits or Addenda hereto, if any, shall control and prevail in all respects. Buyer acknowledges that neither Seller Group nor Auctioneer makes any representation or warranty whatsoever in connection with any terms, conditions or other provisions contained in the Brochure, any advertising or on the auction's website.

13.18 Legal Counsel and Joint Authorship. Each of Buyer and Seller has received independent legal advice from attorneys of its choice with respect to the advisability of making and executing this Agreement and the documents which, under the terms of this Agreement, are to be executed and delivered by Seller or Buyer or both at Closing (the "**Closing Documents**") or waived its right to do so. Buyer hereby acknowledges that Seller's counsel is not representing the Buyer or any interests of Buyer in connection with this Agreement or any other matter and that, unless Buyer is represented by counsel, Buyer has made the informed decision to not consult with an attorney of Buyer's choice prior to the execution of this Agreement. In the event of any dispute or controversy regarding authorship of this Agreement or the Closing Documents, Buyer and Seller shall be conclusively deemed to be the joint authors of this Agreement and the Closing Documents and no provision of this Agreement or the Closing Documents shall be interpreted against Buyer or Seller by reason of authorship.

13.19 Prohibited Persons. Neither Buyer nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Buyer) is or will be an entity or person (i) that is listed in the Annex to, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 ("**EO13224**"), (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("**OFAC**") most current list of "**Specifically Designated National and Blocked Persons**" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website) (iii) who commits, threatens to commit or supports "**terrorism**", as that term is defined in EO13224, (iv) is subject to sanctions of the United States government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224 and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, or (v) who is otherwise affiliated with any entity or person listed above (any and all parties or persons described in clauses (i) – (v) above are herein referred to as a "**Prohibited Person**"). Buyer covenants and agrees that neither Buyer nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Buyer) shall (aa) conduct any business, nor engage in any transaction or dealing, with any Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person, or (bb) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in EO13224. The provisions of this Section shall survive Closing or termination of this Agreement.

ARTICLE XIV

ESCROW TERMS

The Escrow Agent shall hold the Earnest Money Deposit in escrow on the following terms and conditions:

(a) The Escrow Agent shall deliver the Earnest Money Deposit to Seller or Buyer, as the case may be, in accordance with the provisions of this Agreement.

(b) Any notice to or demand upon the Escrow Agent shall be in writing and shall be sufficient only if received by the Escrow Agent within the applicable time periods set forth herein, if any. Notices to or demands upon the Escrow Agent shall be sent in accordance with Section 13.8 hereof, to the Contact Person and address set forth in the Defined Terms. Notices from the Escrow Agent to Seller or Buyer shall be delivered to them in accordance with Section 13.8 of this Agreement.

(c) If the Escrow Agent shall have received notice signed by either party advising that litigation between the parties over entitlement to the Earnest Money Deposit has been commenced, the Escrow Agent shall, on demand of either party, deposit the Earnest Money Deposit with the clerk of the court in which such litigation is pending. If at any time the Escrow Agent is uncertain of its duties hereunder or if the Escrow Agent for any other reason is no longer willing to serve as escrow agent, the Escrow Agent may, on notice to the parties, take such affirmative steps as it may, at its option, elect in order to terminate its duties as the Escrow Agent, including, but not limited to, the deposit of the Earnest Money Deposit with a court of competent jurisdiction and the commencement of an action for interpleader, the reasonable costs of which shall be borne by whichever of the parties is the losing party. Upon the taking by the Escrow Agent of such action described, the Escrow Agent shall be released of and from all liability hereunder as escrow agent.

(d) The Escrow Agent shall not incur any liability in acting upon any signature, notice, demand, request, waiver, consent, receipt or other paper or document believed by the Escrow Agent to be genuine. The Escrow Agent may assume that any person purporting to give it any notice on behalf of any party in accordance with the provisions hereof has been duly authorized to do so, or is otherwise acting or failing to act under this Section except in the case of the Escrow Agent's gross negligence or willful misconduct.

(e) The terms and provisions of this Article shall create no right in any person, firm or corporation other than the parties and their respective successors and permitted assigns and no third party shall have the right to enforce or benefit from the terms hereof.

(f) The Escrow Agent has executed this Agreement for the sole purpose of agreeing to act as such in accordance with the terms of this Agreement.

ARTICLE XV

OTHER DISCLOSURES

15.1 **Radon.** Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines may have been found in buildings in the state where the Property is located. Additional information regarding radon and radon testing may be obtained from your county or state health unit. Buyer represents and warrants that he/she/it has not relied on the accuracy or completeness of any representations that have been made by the Seller and/or Listing Broker or Auctioneer as to the presence of radon and that the Buyer has not relied on the Seller's or Listing Broker's failure to provide information regarding the presence or effects of any radon found on the Property. Real estate brokers and agents are not generally qualified to advise buyers on radon treatment or its health and safety risks.

15.2 **Lead-Based Paint Disclosure.** 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 YOUNG 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 BUYER WITH ANY INFORMATION ON LEAD-BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS IN THE SELLER'S POSSESSION, IF ANY, AND NOTIFY THE BUYER OF ANY KNOWN LEAD-BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD-BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.

15.3 ADA Disclosure. Buyer acknowledges that the Property may be subject to the Americans With Disabilities Act (the "ADA") and the Fair Housing Act (the "FHA"). The ADA requires, among other matters, that tenants and/or owners of "public accommodations" remove barriers in order to make the Property accessible to disabled persons and provide auxiliary aids and services for hearing, vision or speech impaired persons. Seller makes no warranty, representation or guarantee of any type or kind with respect to the Property's compliance with the ADA or the FHA (or any similar state or local law), and Seller expressly disclaims any such representations.

15.4 Mold. Mold and/or other microscopic organisms can be found almost anywhere. They occur naturally in the environment and can grow on virtually any organic substance as long as moisture and oxygen are present. Mold and/or other microscopic organisms may cause property damage and/or health problems. Buyer acknowledges and agrees that none of Seller shall be responsible for any damages, liabilities, claims or losses arising out of or relating to mold and/or other microscopic organisms at the Property including but not limited to property damages, personal injury, adverse health effects, loss of Income, emotional distress, death, loss of use or loss of value and Buyer hereby releases Seller from the same. Buyer hereby acknowledges that it has read and understood this disclosure and release and agrees to the provisions contained herein. The provisions of this Section shall survive the Closing or termination of this Agreement.

ARTICLE XVI

LITIGATION

16.1 Attorneys' Fees. In the event of any litigation arising out of or under this Agreement and/or out of Buyer's ownership, development or construction upon the Property, the prevailing party shall be entitled to collect from the non-prevailing party reasonable attorneys' fees and costs (whether incurred at the trial or appellate levels). The provisions of this Section shall survive Closing.

16.2 Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed and enforced in accordance with, the laws of the State; provided, however, that any action or proceeding arising directly, indirectly or otherwise in connection with, out of, related to or from this Agreement shall be litigated only in courts having a situs within Miami-Dade County, State of Florida. The provisions of this Section shall survive Closing.

16.3 WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY DOCUMENT EXECUTED IN CONNECTION HERewith OR RELATED HERETO, OR ANY COURSE OR CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER

PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS TRANSACTION.

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Buyer and Seller have executed this Agreement as of the Execution Date.

SELLER:

_____,
a(n) _____

By: _____
Name: _____
Title: _____

BUYER:

_____,
a(n) _____

By: _____
Name: _____
Title: _____

EXECUTION BY COOPERATING BROKER (IF ANY)

Cooperating Broker hereby accepts the terms and conditions of Article X of this Agreement regarding his/her/its commission in their entirety and agrees that this is the only compensation Cooperating Broker shall receive or is entitled to for this transaction from Seller, Listing Broker or Auctioneer. Cooperating Broker further represents that he/she is not a principal in the transaction:

PRINTED NAME

BROKERAGE NAME

By:_____

License Number:_____

EXECUTION BY ESCROW AGENT

The Escrow Agent executes this Agreement for the purposes of acknowledging its Agreement to serve as escrow agent in accordance with the terms of the Agreement and to acknowledge receipt of the Earnest Money Deposit of \$_____ (if in the form of a check, subject to clearance) from Buyer as the Earnest Money Deposit due thereunder.

Date: _____

By: _____

Name: _____

Title: _____

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B

[DRAFTING NOTE: TO BE UPDATED PRIOR TO CLOSING PER STATE SPECIFIC REQUIREMENTS]

SPECIAL WARRANTY DEED

THIS INDENTURE, made effective as _____, 20__, between
[_____] a _____ (“**Grantor**”), whose address is c/o _____,
in favor of _____, a
_____ (“**Grantee**”), whose address is
_____:

WITNESSETH THAT:

Grantor, for and in consideration of the sum of Ten and No/100 U.S. Dollars (\$10.00), lawful money of the United States of America, to it in hand paid by Grantee, at or before the unsealing and delivery of these presents, the receipt of which is hereby acknowledged, grants unto Grantee and its successors and assigns in fee simple forever, the parcel of land, situate, lying and being in the County of _____, State of _____, more particularly described on the attached **Exhibit A** (the “**Property**”), with the building and improvements thereon erected.

Subject however, to:

- (a) Real property taxes and assessments for the year _____ and thereafter;
- (b) Zoning and other regulatory laws and ordinances affecting the Property; and
- (c) Matters which would be disclosed by an accurate survey; and
- (d) Easements, plats, rights of way, limitations, conditions, reservations, covenants, restrictions, and other matters of record.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining.

GRANTOR hereby specially warrants the title to the Property and will defend the same against the lawful claims of any persons claiming by, through or under Grantor, but against none other.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT C

AFFIDAVIT

STATE OF _____)
) SS:
COUNTY OF _____)

BEFORE ME, the undersigned authority, personally appeared _____ (“**Affiant**”) as the _____ of _____, a _____, of _____, a _____ (“**Seller**”), who being by me first duly sworn, deposes and says:

1. Seller is this day conveying its rights, title and interest in and to the real property more particularly described on the attached **Exhibit A** hereto (the “**Property**”) to _____, a _____ (“**Buyer**”).

2. There have been no improvements, alterations or repairs to the Property authorized by Seller for which the costs thereof remain unpaid; there are no construction, materialmen’s or laborers’ liens against the Property arising through work performed by or for Seller.

3. There are no parties in possession of the Property other than the tenants set forth in the list of tenants attached hereto as **Exhibit B**.

4. There are no matters pending by or against Seller that could give rise to a lien that could attach to the Property between _____, 20__, the date of the last certification (the “**Last Certification Date**”) of _____ (the “**Title Company**”) Title Insurance Commitment No. _____ (the “**Commitment**”) and the date of the recording of the deed (the “**Deed**”) from Seller to Buyer. Seller has not executed, and will not execute, any instrument that would adversely affect the title to the Property except as contained in the Commitment. Seller will indemnify and hold Buyer and the Title Company harmless from all liens or title defects created by or against Seller subsequent to the Last Certification Date and prior to recordation of the Deed (provided, however, that Buyer promptly instructs the Title Company to record the Deed and the Title Company promptly records the Deed).

5. There are or have been no bankruptcy or dissolution proceedings involving Seller.

6. Under penalties of perjury Affiant declares that he has examined this certification and to the best of his knowledge and belief it is true and complete.

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FURTHER AFFIANT SAITH NOT.

[_____] , an individual

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 20__, by _____, who is personally known to me or has produced a driver's license as identification.

Notary Public

Print Name:_____

Serial No. (if any):_____

My Commission Expires:_____

EXHIBIT D

BILL OF SALE

THIS BILL OF SALE, dated as of _____, 20__, executed by [_____] a _____ (“**Assignor**”), in accordance with the Agreement for Sale and Purchase of Property dated _____, 20__ and in consideration of the sum of Ten Dollars (\$10.00) (the sufficiency and receipt of which are hereby acknowledged), does hereby grant, bargain, sell, convey, assign, transfer, set over and deliver (collectively, “**assign**”) unto _____, a _____ (“**Assignee**”), all of Assignor’s right, title and interest in and to all of the furniture, furnishings, fixtures, equipment and other tangible personal property, that is now affixed to and/or located on the Real Property described on **Exhibit A** attached hereto and used in connection with the management, operation, or repair of that Real Property (collectively, “**Personal Property**”). The term “**Personal Property**” shall not include insurance policies, utility deposits or bank accounts.

TO HAVE AND TO HOLD the Personal Property unto Assignee and Assignee’s heirs, legal representatives, successors and assigns forever.

THE PERSONAL PROPERTY IS BEING ASSIGNED “**AS IS**”, “**WHERE IS**”, AND “**WITH ALL FAULTS**” AS OF THE DATE OF THIS BILL OF SALE, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. ASSIGNEE IS HEREBY ACQUIRING THE PERSONAL PROPERTY BASED SOLELY UPON ASSIGNEE’S OWN INDEPENDENT INVESTIGATIONS AND INSPECTIONS OF THAT PROPERTY AND NOT IN RELIANCE ON ANY INFORMATION PROVIDED BY ASSIGNOR OR ASSIGNOR’S AGENTS OR CONTRACTORS. ASSIGNOR HAS MADE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE ANY OF THE PERSONAL PROPERTY. ASSIGNOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PERSONAL PROPERTY OR ASSIGNOR’S TITLE THERETO.

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This Bill of Sale has been signed and delivered by the parties as of the date first above written.

WITNESSES:

SELLER:

[_____] ,
a(n) _____

Signature: _____
Print Name: _____

By: _____
Name: _____
Title: _____

Signature: _____
Print Name: _____

EXHIBIT E

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of _____, 20__, by and between (a) [_____] a _____ (“Assignor”) and (b) _____, a _____ (“Assignee”).

A. Assignor and Assignee entered into that certain Agreement for Sale and Purchase of Property (“**Agreement**”) dated _____, 20__, for the sale and purchase of certain “**Property**” consisting of “**Real Property**” (as more particularly described in **Exhibit A** attached hereto), “**Personal Property**” and “**Intangible Property**” (as more particularly described in this Assignment and Assumption Agreement), as said terms are defined in the Agreement.

B. Assignor desires to assign, transfer, set over and deliver to Assignee all of Assignor’s right, title and interest in and to the Intangible Property as hereinafter provided.

C. Assignee desires to assume the duties and obligations of Assignor with respect to the Intangible Property.

NOW, THEREFORE, in accordance with the Agreement and in consideration of the sum of Ten Dollars (\$10.00), the sufficiency and receipt of which are hereby acknowledged, the parties do hereby covenant and agree as follows and take the following actions:

1. Assignor does hereby assign, transfer, set over and deliver unto Assignee all of the Assignor’s right, title and interest, if any, in and to the following property to the extent the same is transferable by Assignor (collectively, “**Intangible Property**”):

(a) any and all leases, tenancies, licenses and other rights of occupancy or use of or for any portion of the Real Property or the Personal Property (including all amendments and renewals thereof), in effect as of the date of this Assignment and Assumption Agreement (collectively, “**Leases**”);

(b) any and all service, maintenance, supply or operating contracts, or other agreements, however termed, written or oral, affecting the use, ownership, maintenance, or operation of all or any part of the Property (but specifically excluding any Leases and any management agreements) in effect as of the date of this Assignment and Assumption Agreement (collectively, “**Service Contracts**”);

(c) any and all licenses, permits, authorizations, certificates of occupancy and other approvals that are in effect for the current use and operation of the Property (collectively, “**Permits**”);

(d) any and all guaranties, warranties, telephone exchange numbers, architectural or engineering plans and specifications, and development rights that exist as of the date of this Assignment and Assumption Agreement and that relate to the Real Property or the Personal Property, if any, but excluding any rights and/or claims, choses in action and/or judgments, settlements, proceeds or other rights to payment and/or pending or anticipated actions of Assignor and/or Assignor’s affiliates (i) against any former tenants (and/or guarantors of the leases entered into by such tenants) at the Property and from and/or against any former owners of the Property and/or any former borrowers or guarantors under, arising from or related to any loan held by Assignor and/or Assignor’s affiliates; and (ii) against any

insurer or any other party in connection with or relating to any Pre-Existing Insurance Claims or any Proceeds from Pre-Existing Insurance Claims (collectively, “**General Intangibles**”); and

(e) any and all rights to the name of the improvements upon the Real Property.

2. THE INTANGIBLE PROPERTY IS BEING ASSIGNED “**AS IS**”, “**WHERE IS**”, AND “**WITH ALL FAULTS**” AS OF THE DATE OF THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. ASSIGNEE IS HEREBY ACQUIRING THE INTANGIBLE PROPERTY BASED SOLELY UPON ASSIGNEE’S OWN INDEPENDENT INVESTIGATIONS AND INSPECTIONS OF THAT PROPERTY AND NOT IN RELIANCE ON ANY INFORMATION PROVIDED BY ASSIGNOR OR ASSIGNOR’S AGENTS OR CONTRACTORS. ASSIGNOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE INTANGIBLE PROPERTY OR ASSIGNOR’S TITLE THERETO.

3. Assignee hereby accepts the foregoing assignment of the Intangible Property and hereby assumes all duties and obligations of Assignor under the Leases, Service Contracts, Permits and General Intangibles assigned herein. Assignee shall defend, indemnify and hold harmless Assignor from and against any and all Claims asserted against or incurred by Assignor as a result of any acts or omissions, from and after the date of this Assignment and Assumption Agreement, in connection with the Leases, Service Contracts, Permits and General Intangibles assigned herein. “**Claims**” means claims, demands, causes of action, losses, damages, liabilities, judgments, costs and expenses (including attorneys’ fees, whether suit is instituted or not).

4. This Assignment and Assumption Agreement shall be (a) binding upon, and inure to the benefit of, the parties to this Assignment and Assumption Agreement and their respective heirs, legal representatives, successors and assigns, and (b) construed in accordance with the laws of the State where the Real Property is located, without regard to the application of choice of law principles.

5. The parties may execute this Assignment and Assumption Agreement in one or more identical counterparts, all of which when taken together will constitute one and the same instrument. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement, but in making proof of this Assignment, it shall not be necessary to produce or account for more than one such counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

This Assignment and Assumption Agreement has been signed and delivered by the parties as of the date first above written.

WITNESSES:

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESSES:

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

SELLER:

[_____] ,

a(n) _____

By: _____

Name: _____

Title: _____

BUYER:

[_____] ,

a(n) _____

By: _____

Name: _____

Title: _____

EXHIBIT F
NOTICE TO TENANT

_____, 20__

RE: _____

Dear Tenant:

Please be advised that on this date [_____] a _____ (the “**Prior Owner**”), has transferred ownership of the property referenced above, to _____, a _____ (the “**New Owner**”). All correspondence regarding your lease should hereafter be sent to the New Owner at _____. The New Owner has assumed all obligations of the landlord under your lease from and after the above date. All security deposits in the possession of the Prior Owner have been delivered to the New Owner. Please send all further rental payments under the lease to the New Owner to the address designated above for receipt of such payments, unless otherwise directed by the New Owner.

Thank you very much for your assistance in this matter.

[_____] ,
a(n) _____

By: _____
Name: _____
Title: _____

EXHIBIT G
NOTICE TO SERVICE CONTRACTOR

_____, 20__

RE: _____

Dear Service Contractor:

Please be advised that on this date [_____] a _____ (the “**Prior Owner**”), has transferred ownership of the above referenced property to _____, a _____ (the “**New Owner**”). You must look to the New Owner, and not to the Prior Owner, for all payments and other expenses, if any, due under your contract for services provided after this date. All correspondence should be directed to the New Owner at _____.

Very truly yours,

[_____] ,
a(n) _____

By: _____
Name: _____
Title: _____

EXHIBIT H

CERTIFICATE OF NON-FOREIGN STATUS

STATE OF _____)
) SS:
COUNTY OF _____)

Section 1445 of the Internal Revenue Code (the “**Code**”) provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Code Section 1445), the undersigned “**Transferor**”, which is the owner, directly or indirectly of all of the general and limited partnership or membership interests of [_____] a _____, which has legal title to a U.S. real property interest under local law, will be the actual transferor of the property for U.S. tax purposes and not the disregarded entity. To inform _____, a _____ (“**Transferee**”), that withholding of tax is not required upon the disposition of a U.S. real property interest by Transferor, the undersigned hereby certifies as follows:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor’s U.S. employer identification number is: # _____.
3. Transferor’s office address is c/o _____.
4. Transferor is not a disregarded entity as defined in Treasury Regulations Section 1.1445-2(b)(2)(iii).

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, the undersigned, in the capacity set forth below, hereby declares that he has examined this certification and to the best of his knowledge and belief it is true, correct, and complete, and the undersigned further declares that he has authority to sign this document in such capacity.

Dated: _____, 20__.

(Signature Page Follows)

EXHIBIT J

FORM OF ASSIGNMENT AND ASSUMPTION

OF AGREEMENT FOR SALE AND PURCHASE

THIS ASSIGNMENT AND ASSUMPTION OF AGREEMENT FOR SALE AND PURCHASE OF PROPERTY ("Assignment") dated as of _____, 20__, by and between **[INSERT NAME OF BUYER UNDER PSA] ("Assignor")** and (b) **[INSERT NAME OF ENTITY TO WHICH THE PSA IS BEING ASSIGNED] ("Assignee")**.

WHEREAS, Assignor entered into that certain Agreement for Sale and Purchase of Property dated _____, 20__, between **[INSERT NAME OF APPLICABLE RIALTO SPE]** (the "**Seller**"), as Seller, and Assignor, as Buyer therein (as amended and/or assigned, collectively the "**Agreement**");

WHEREAS, Assignor desires to assign, transfer, set over and deliver to Assignee all of Assignor's right, title and interest in and to the Agreement; and

WHEREAS, Assignee desires to assume the duties and obligations of Assignor under the Agreement.

NOW THEREFORE, in accordance with the terms of this Assignment and in consideration of the sum of \$10.00, the sufficiency and receipt of which are hereby acknowledged, Assignor and Assignee do hereby covenant and agree as follows:

1. The above recitals are true and correct and are incorporated into this Assignment by reference. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement.

2. Assignor does hereby assign, transfer, set over and deliver to Assignee, effective as of the date of this Assignment, all of Assignor's right, title and interest in and to the (a) Agreement, and (b) the Earnest Money Deposit made pursuant to the Agreement.

3. Assignee hereby accepts this Assignment and hereby agrees to assume and perform each and every obligation and duty of Assignor under the Agreement, all with the same force and effect as if Assignee had signed the Agreement originally, as the "Buyer" named therein; provided however, that Assignor shall remain liable under the Agreement (jointly and severally with Assignee) for all obligations of "Buyer" thereunder.

4. This Assignment embodies the entire agreement of Assignor and Assignee with respect to the subject matter of this Assignment and supersedes any prior agreements, whether written or oral, with respect to the subject matter of this Assignment. There are no agreements or understandings which are not set forth in this Assignment.

5. This Assignment shall be (a) binding upon, and inure to the benefit of, the parties to this Assignment and their respective heirs, legal representatives, successors and assigns.

6. All provisions of the Agreement not specifically mentioned herein remain in full force and effect.

IN WITNESS WHEREOF, this Assignment has been signed, sealed and delivered by the parties as of the date first above written.

Signed, Sealed and Delivered
in the presence of:

ASSIGNOR:

Signature: _____
Print Name: _____

[_____, a _____]

Signature: _____
Print Name: _____

By: _____
Name: _____
Title: _____

ASSIGNEE:

[_____, a _____]

Signature: _____
Print Name: _____

By: _____
Name: _____
Title: _____

Signature: _____
Print Name: _____

ACKNOWLEDGED AND AGREED TO BY:

[INSERT NAME AND SIGNATURE BLOCK OF APPLICABLE RIALTO SPE]

By: _____
Name: _____
Title: _____