

Contract of Sale and Purchase of Commercial Property

Agreement made on the _____ (*date*), between **ATLANTIC CAPITAL BANK, N.A.** _____, a corporation organized and existing under the laws of the state of **GEORGIA**, with its principal office located at **945 EAST PACES FERRY RD., SUITE 1600, ATLANTA, GA 30326** referred to herein as **Seller**, and _____ (*Name of Purchaser*), a corporation organized and existing under the laws of the state of _____, with its principal office located at _____ (*street address, city, county, state, zip code*), referred to herein as **Purchaser**.

For and in consideration of the covenants and agreements of the respective parties, as set forth below, *Seller* agrees to sell and convey to *Purchaser*, and *Purchaser* agrees to purchase and take from *Seller*, the real property situated at **2100 EAST RACCOON VALLEY RD., HEISKELL, TN 37754** and particularly described in **Exhibit A** attached hereto and made a part hereof by reference, together with all improvements on the property and appurtenances to it, and the articles of equipment and other personal property listed in **Exhibit B**, which is attached and incorporated by reference. The real and personal property described above is referred to as **Property**.

Transfer to *Purchaser* shall include all right, title, and interest of *Seller* in and to all streets, alleys, roads, and avenues adjoining the real *Property*, and shall further include any award for damaging or taking by eminent domain by public or quasi-public authority, of the real property or any part of it.

The following terms, provisions, and conditions are further agreed to by **Seller** and **Purchaser**.

1. Price

The purchase price for *Property* is _____ Dollars (\$ _____), payable as follows: **10% EARNEST MONEY PAID AT EXECUTION OF THIS CONTRACT WITH BALANCE PAID IN CASH AT CLOSING**

2. Title

A. Conveyance of title to *Property* shall be by Limited Warranty Deed with full covenants, executed by *Seller*. Title to be conveyed shall be good and marketable, subject only to **(e.g., any and all applicable zoning ordinances, and any and all recorded building restrictions, restrictive covenants, rights-of-way, easements, and mineral reservations applicable to the above described property)** _____

B. Possession of property to *Purchaser* to be granted at **CLOSING**

C. Conveyance of title shall be made and sale closed within **30** days after the date of this Agreement. Title shall be evidenced by a standard form title insurance binder issued by _____ (*name of title company*), committing itself to insure

that good and marketable title to *Property* to be in *Purchaser*, subject only to the matters set forth in this Agreement.

3. Assessments

This property is not subject to any assessments.

4. Proration

A. The following items shall be prorated as of the closing:

(add other items, as appropriate).

B. Closing shall occur and disbursements made when the closing attorney is in a position to record all documents required under this Agreement, make all disbursements, and issue or secure an acceptable title insurance policy.

5. Risk of Loss, Maintenance and Transfer of Possession

A. Risk of loss or damage by fire or other casualty to *Property* or any part of *Property* prior to closing shall be the risk of *Seller*. In the event of such loss or damage prior to closing, this Agreement shall not be affected but *Seller* shall assign to *Purchaser* all rights under any insurance policy or policies applicable to the loss. If action is necessary to recover under any casualty policy, *Seller* shall grant permission to bring the action in *Seller's* name.

B. Improvements and personal property described above shall be maintained in their present condition prior to the close of escrow by *Seller*, wear from normal and reasonable use and deterioration excepted.

6. Commercial Zoning

Seller warrants that *Property* is zoned for commercial purposes and that all existing uses are lawful and within such zoning.

7. Broker's Commission

Both *Seller* and *Purchaser* agree that they have not relied on a real estate agent or broker in this transaction and that no commission is due to any real estate broker. *Seller* acknowledges that they have relied on the work of The Dobbins Company, a liquidator located at 1108 Old Chattahoochee Ave, Atlanta, GA 30318 to help facilitate the liquidation of all assets, including the real estate, from the former owner of this property. *Seller* will pay any fee due to The Dobbins Company subject to an agreement outside of this real estate sales contract. Buyer is not liable to any broker or agent for any fee or commission in conjunction with this sale transaction.

8. No Waiver

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

9. Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____.

10. Notices

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

11. Attorney's Fees

In the event that any lawsuit is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

12. Mandatory Arbitration

Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

13. Entire Agreement

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

14. Modification of Agreement

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

15. Assignment of Rights

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

16. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

WITNESS our signatures as of the day and date first above stated.

(Name of Seller)

(Name of Purchaser)

By: _____

By: _____

(Printed name & Office in Corporation)

(Printed name & Office in Corporation)

EXHIBIT A

BEGINNING at an iron pin in the Southern line of Raccoon Valley Road, said point of beginning being distant 2180 feet in a Northwesterly direction from the point of intersection of the Southern line of Raccoon Valley Road with the center line of Fleener Mill Road, corner to Beal; thence along the Southern line of Raccoon Valley Road, North 47 deg. 15 min. East 100 feet to an iron pin; thence South 42 deg. 35 min. East 400 feet to an iron pin; thence South 47 deg. 15 min. West, 100 feet to an iron pin in a fence line; thence along said fence line, North 42 deg. 35 min. West, 400 feet to the point of BEGINNING, as shown on the survey by Wayne L. Smith and Associates, Engineers, dated November 12, 1959.

BEING the same property conveyed to Mark H. Sexton and wife, Dianna Sexton, by Warranty Deed dated February 18, 2005, and filed of record in Instrument No. 200502220065824, in the Register's Office for Knox County, Tennessee.

Pursuant to the Final Decree of Divorce in the Chancery Court for Union County, Tennessee, Docket No. 6464, Mark H. Sexton a/k/a Mark Howard Sexton conveying any and all interest in the the above-described property to Dianna Sexton a/k/a Dianna Medina Sexton.

This conveyance is further subject to (1) all applicable zoning ordinances (2) utility, sewer, drainage and other easements of record, (3) all subdivision/condominium assessments, covenants, bylaws, restrictions, declarations and easements of record, (4) building restrictions, and (5) other matters of public record.

EXHIBIT B

SP-001	ACE TURBO DRYER	SP-037	SERVE PRO M#3004ADG AIR MOVER	SP-072	DRI-EAZ EVOLUTION LGR DEHUMIDIFIER
SP-002	ACE TURBO DRYER	SP-038	SERVE PRO M#3004ADG AIR MOVER	SP-073	DRI-EAZ EVOLUTION LGR DEHUMIDIFIER
SP-003	ACE TURBO DRYER	SP-039	NO NAME AIR MOVER	SP-074	DRI-EAZ EVOLUTION LGR DEHUMIDIFIER
SP-004	ACE TURBO DRYER	SP-040	NO NAME AIR MOVER	SP-075	DRI-EAZ EVOLUTION LGR DEHUMIDIFIER
SP-005	ACE TURBO DRYER	SP-041	NO NAME AIR MOVER	SP-076	DRI-EAZ EVOLUTION LGR DEHUMIDIFIER
SP-006	ACE TURBO DRYER	SP-042	NO NAME AIR MOVER	SP-077	DRI-EAZ EVOLUTION LGR DEHUMIDIFIER
SP-007	THERMA-STOR AIR MOVER	SP-043	THERMA-STOR AIR MOVER	SP-078	DRI-EAZ EVOLUTION LGR DEHUMIDIFIER
SP-008	THERMA-STOR AIR MOVER	SP-044	THERMA-STOR AIR MOVER	SP-079	DRI-EAZ EVOLUTION LGR DEHUMIDIFIER
SP-009	THERMA-STOR AIR MOVER	SP-045	THERMA-STOR AIR MOVER	SP-080	DRI-EAZ EVOLUTION LGR DEHUMIDIFIER
SP-010	THERMA-STOR AIR MOVER	SP-046	THERMA-STOR AIR MOVER	SP-081	DRI-EAZ EVOLUTION LGR DEHUMIDIFIER
SP-011	THERMA-STOR AIR MOVER	SP-047	THERMA-STOR AIR MOVER	SP-082	DRI-EAZ EVOLUTION LGR DEHUMIDIFIER
SP-012	THERMA-STOR AIR MOVER	SP-048	AIR WOLF AIR MOVER	SP-083	DRI-EAZ EVOLUTION LGR DEHUMIDIFIER
SP-013	THERMA-STOR AIR MOVER	SP-049	AIR WOLF AIR MOVER	SP-084	PHOENIX D385
SP-014	THERMA-STOR AIR MOVER	SP-050	AIR WOLF AIR MOVER	SP-085	PHOENIX D385
SP-015	THERMA-STOR AIR MOVER	SP-051	AIR WOLF AIR MOVER	SP-086	PHOENIX D385
SP-016	THERMA-STOR AIR MOVER	SP-052	AIR WOLF AIR MOVER	SP-087	PHOENIX D385
SP-017	THERMA-STOR AIR MOVER	SP-053	NO NAME AIR MOVER	SP-088	PHOENIX DEHUMIDIFIER
SP-018	THERMA-STOR AIR MOVER	SP-054	NO NAME AIR MOVER	SP-089	PHOENIX DEHUMIDIFIER
SP-019	THERMA-STOR AIR MOVER	SP-055	NO NAME AIR MOVER	SP-090	PHOENIX DEHUMIDIFIER
SP-020	THERMA-STOR AIR MOVER	SP-056	NO NAME AIR MOVER	SP-091	PHOENIX DEHUMIDIFIER
SP-021	THERMA-STOR AIR MOVER	SP-057	NO NAME AIR MOVER	SP-092	PHOENIX DEHUMIDIFIER
SP-022	ACE TURBO DRYER	SP-058	NO NAME AIR MOVER	SP-093	HEAVY SHOP VAC
SP-023	ACE TURBO DRYER	SP-059	NO NAME AIR MOVER	SP-094	HEAVY SHOP VAC
SP-024	ACE TURBO DRYER	SP-060	NO NAME AIR MOVER	SP-095	RIDGID ZERO GRAVITY 6800-WATT GAS GENERATOR
SP-025	ACE TURBO DRYER	SP-061	NO NAME AIR MOVER	SP-096	HONDA ELECTRIC START GENERATOR
SP-026	ACE TURBO DRYER	SP-062	NO NAME AIR MOVER	SP-097	LOT (13) SECTIONS PALLET RACK
SP-027	ACE TURBO DRYER	SP-063	NO NAME AIR MOVER	SP-098	LOT ROLLING SCAFFOLDING
SP-028	ACE TURBO DRYER	SP-064	NO NAME AIR MOVER	SP-099	HYDRO-X VACUUM PAC XTREME XTRACTOR
SP-029	ACE TURBO DRYER	SP-065	NO NAME AIR MOVER	SP-100	ELECTRIC FLOOR BUFFER
SP-030	ACE TURBO DRYER	SP-066	NO NAME AIR MOVER	SP-101	ELECTRIC FLOOR BUFFER
SP-031	ACE TURBO DRYER	SP-067	NO NAME AIR MOVER	SP-102	HYDRO FLOOR SCRUBBER
SP-032	ACE TURBO DRYER	SP-068	NO NAME AIR MOVER	SP-103	HYDRO FLOOR SCRUBBER
SP-033	ACE TURBO DRYER	SP-069	LOTS OF SAW HORSES	SP-104	24' EXTENSION LADDER
SP-034	ACE TURBO DRYER	SP-070	DRI-EAZ EVOLUTION LGR DEHUMIDIFIER	SP-105	SERVE PRO TRIAD
SP-035	THERMA-STOR AIR MOVER	SP-071	DRI-EAZ EVOLUTION LGR DEHUMIDIFIER	SP-106	SERVE PRO TRIAD
SP-036	SERVE PRO M#3004ADG AIR MOVER			SP-107	SERVE PRO TRIAD
				SP-108	SERVE PRO TRIAD

SP-109	SERVE PRO TRIAD	SP-143	SERVE PRO #770	SP-173	2012 TANDEM AXLE TAG TRAILER VIN#: 4Z1GF2024CS021384
SP-110	DRI-EAZ DEFENDAIR HEPA AIR SCRUBBER	SP-144	SERVE PRO HIGH VOLUME EXTRACTOR DRI-EAZ		
SP-111	DRI-EAZ DEFENDAIR HEPA AIR SCRUBBER	SP-145	DRI-EAZ EVOLUTION LGR DEHUMIDIFIER		
SP-112	DRI-EAZ DEFENDAIR HEPA AIR SCRUBBER	SP-146	SERVE PRO #756		
SP-113	DRI-EAZ DEFENDAIR HEPA AIR SCRUBBER	SP-147	SERVE PRO #755		
SP-114	DRI-EAZ DEFENDAIR HEPA AIR SCRUBBER	SP-148	DRI-EAZ DRI-FORCE INTERIOR DRYING SYSTEM		
SP-115	SERVE PRO #888 CARPET CLEANER	SP-149	DRI-EAZ DRI-FORCE INTERIOR DRYING SYSTEM		
SP-116	SERVE PRO #888 CARPET CLEANER	SP-150	INJECTIDRY. M#: HP60		
SP-117	SERVE PRO FLOOD KING DX CARPET CLEANER	SP-151	SERVE PRO VACUUM		
SP-118	SERVE PRO #873 CARPET CLEANER	SP-152	BACK PACK VACUUM		
SP-119	SERVE PRO #639K CARPET CLEANER	SP-153	BACK PACK SPRAYER		
SP-120	CEO CONSTRUCTION ELECTRICAL CONVERTER	SP-154	PORTER CABLE AIR COMPRESSOR		
SP-121	CEO CONSTRUCTION ELECTRICAL CONVERTER	SP-155	FLOOR WAND		
SP-122	CEO CONSTRUCTION ELECTRICAL CONVERTER	SP-156	FLOOR WAND		
SP-123	CEO CONSTRUCTION ELECTRICAL CONVERTER	SP-157	FLOOR WAND		
SP-124	KOBALT 1-1/2 HP AIR COMPRESSOR	SP-158	FLOOR WAND		
SP-125	DRI-EAZ ENVIROBOSS EB1400	SP-159	MISC ITEMS ON UPSTAIRS DECK		
SP-126	MISC ITEMS ON 2 SECTIONS PALLET RACK	SP-160	OUT		
SP-127	LOTS OF MISC SUPPLIES ON 5 SECTIONS PALLET RACK INCLUDE: SOAPS, SOLVENTS, DEODORIZER, FILTERS, ETC.	SP-161	2005 FORD BOX TRUCK W/TRUCK MOUNTED EXTRACTOR. VIN#: FDWE35L65HB04982		
SP-128	HONDA GAS TRASH PUMP. M#WT30X	SP-162	2011 FORD F250 SUPER DUTY P/U TRUCK. VIN#: 1FTBF2B66BEA97909		
SP-129	SERVE PRO HEPA AIR FILTER SYSTEM	SP-163	2006 FORD F450 BOX TRUCK. DIESEL VIN#: 3FRLL45Z76V319322		
SP-130	SERVE PRO HEPA AIR FILTER SYSTEM	SP-164	2005 FORD E-350 SINGLE AXLE BOX TRUCK. VIN#: 1FDWE35L55HB04990		
SP-131	NIKRO 175-PSI GAS AIR COMPRESSOR	SP-165	2006 FORD F250XL P/U TRUCK. MI: 118,279, VIN#: 1FTNF21576ED16291		
SP-132	ELECTRIC PRESSURE WASHER	SP-166	2005 GMC SAVANA BOX TRUCK. VIN#: 1GDHG31U651911433		
SP-133	PALLET RACKS W/MISC ITEMS INCLUDE: HOSE, POWER TOOLS, BOXES, ETC.	SP-0167	2004 GMC BOX TRUCK W/TRUCK MOUNTED EXTRACTOR. , VIN#: 1GDHG31U241905031		
SP-134	LARGE BOX W/AIR HOSE & MISC ITEMS	SP-168	2011 FORD F150 EXT CAB 4X4 P/U TRUCK. , VIN#: 1FTFX1EFXBFC62746		
SP-135	LARGE CABINET W/NUTS, BOLTS, NAILS, TOOLS, & MISC ITEMS	SP-169	2009 FORD TRANSIT VAN. VIN#: NM0KS9BN5AT004316		
SP-136	CABINET W/LARGE ASSORTMENT OF HAND TOOLS	SP-170	2006 FORD F350XL FLAT BED DUALLY TRUCK W/EXT CAB. VIN#: 1FDWX37P06ED96786		
SP-137	LOT OF SMALL STEP LADDERS	SP-171	2008 FORD PASSENGER VAN. VIN#: 1FBNE31L88DB00597		
SP-138	LOT OF (3) HAND TRUCKS	SP-172	2010 TANDEM AXLE TAG TRAILER. VIN#: 4XAXH76A7AD084643		
SP-139	SHOP VAC				
SP-140	LOT OF SHOP LIGHTS				
SP-141	CUB CADET RZT ZERO TURN 55" 22-HP RIDING LAWN MOWER				
SP-142	STANLEY BOX W/MISC PARTS				