

CONDOMINIUM SALES CONTRACT

DATE: October 29, 2009

1. PURCHASE AND SALE. Seller agrees to sell and Purchaser agrees to purchase, in accordance with the terms and conditions of this Agreement and further in Exhibit "A" attached hereto, Unit _____, together with all fixtures thereon, of The River Homes of News Place West Condominium ("Condominium"), located in the 1st G.M. District, City of Savannah, Chatham County, Georgia, and being known as 165 West Bay Street, Savannah, Chatham County, Georgia 31401, together with its percentage of undivided interest in the common elements of the Condominium, and its interest in the limited common elements assigned to the unit ("Unit"). The Condominium was created pursuant to the Declaration of Condominium for The River Homes of News Place West ("Declaration"), recorded in Deed Book 344 Q, Page 333, Chatham County, Georgia records, and shown and delineated on the plat of survey filed in Condominium Plat Book 2C, Page 484, aforesaid records. (All of the property which is a part of the condominium shall hereinafter be referred to as "Property.")

2. PURCHASE PRICE AND METHOD OF PAYMENT. The full Purchase Price of the property is _____ **DOLLARS** (\$ _____) (which includes the Ten Percent [10%] Buyer's Premium). Purchaser warrants that Purchaser will have sufficient cash at closing which, when combined with any loans Purchaser might obtain, will allow Purchaser to complete the purchase of the property.

3. EARNEST MONEY. Purchaser has paid to Seller, Buyer's Deposit check payable to the Law Office of Wm. Jarell Jones, P.C., ("Escrow Agent"), the sum of _____ **DOLLARS** (\$ _____), the receipt whereof is hereby acknowledged as Earnest Money, which Earnest Money is to be applied as part payment of the Purchase Price of said property at the time sale is consummated. The balance of the Purchase Price shall be paid at closing.

4. CLOSING DATE. This transaction shall be closed on or before November 30, 2009, or on such other date as may be agreed to by the parties in writing, ("Closing Date").

5. CLOSING ATTORNEY. This transaction shall be closed, and all title policies issued, by the law firm of WM. JARELL JONES, P.C., 912-638-2929.

6. CLOSING COSTS. Each party shall pay its own closing costs (with the Purchaser's being set forth in the Purchaser's Estimated Closing Costs, attached hereto as Exhibits "B" and "B-1"), and each party shall pay its own attorney's fees.

7. ORAL REPRESENTATIONS. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE SELLER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY CODE SECTION 44-3-111 OF THE "GEORGIA CONDOMINIUM ACT" TO BE FURNISHED BY A SELLER TO A PURCHASER.

8. WARRANTY OF TITLE. Seller warrants that Seller presently has title to said property, and at the time of closing, Seller agrees to convey good and marketable title to said property to Purchaser by general condominium limited warranty deed, in the form attached hereto as Exhibit "C", subject only to (1) zoning ordinances affecting said property, (2) general utility easements of record serving said property, (3) subdivision restrictions of record, and (4) leases, other easements, other restrictions and encumbrances specified in this contract. In the event leases are specified in the contract, the Purchaser agrees to assume the Seller's responsibilities thereunder to the tenant and to the Broker who negotiated such leases, if any.

(a) The Unit (check one) will be conveyed will not be conveyed subject to a lease. If the Unit is being conveyed subject to a lease, Purchaser expressly acknowledges **THE UNIT IS SUBJECT TO A LEASE (OR SUBLEASE)** and receipt of a copy of the lease, currently existing, if any. In the event a lease is terminated prior to closing, Seller has no obligation to replace such lease.

9. PROPERTY SOLD AS IS. This Property is selling in "As Is, Where Is" condition, without warranty or representation, either statutory or otherwise expressed or implied.

10. TITLE EXAMINATION. The closing attorney has made an examination of the records of Chatham County, Georgia, as indexed, to determine the status of the title to the property. A title commitment showing marketable title is attached hereto as Exhibit "D".

11. RIGHT TO ENTER. Purchaser, his agents, or representatives, at Purchaser's expense and at reasonable times during normal business hours shall have the right to enter upon the property for the purposes of inspecting, examining, testing, and surveying the property. Purchaser assumes all responsibility for the acts of himself, his agents, or representatives in exercising his rights under this paragraph and agrees to hold Seller harmless for any damages resulting therefrom.

12. DESTRUCTION OF PREMISES. Should the premises be destroyed or substantially damaged before the time of closing, then at the election of the Purchaser: (a) this agreement may be canceled, or (b) Purchaser may consummate the contract and receive such insurance as is paid on the claim of loss. This election is to be exercised within ten (10) days after the Purchaser has been notified in writing by the Seller or the Broker of the amount of the insurance proceeds, if any, Seller will receive on the claim of loss. If Purchaser has not been so notified within forty-five (45) days subsequent to the occurrence of such damage or destruction, Purchaser may, at its option, cancel this agreement.

13. DEFAULT. In the event the sale is not closed because of a party's inability, failure or refusal to perform any of its covenants contained herein, "Escrow Agent" shall pay the Earnest Money to the non-defaulting party as said non-defaulting party's full liquidated damages, and said non-defaulting party agrees to accept the same in lieu of any other right or remedy which it may have against the defaulting party, both parties agreeing that damages upon default are impossible to ascertain.

14. PRORATIONS. Real estate taxes on the Unit for the calendar year in which the sale is closed shall be prorated as of the date of closing. Seller and Purchaser agree to prorate all utility bills between themselves, as of the date of closing (or the date of possession of the property by the Purchaser, whichever is later) which are issued after closing and include service for any period of time the property was owned/occupied by Seller or any other person prior to Purchaser.

15. COMMON EXPENSE ASSESSMENTS. Purchaser shall pay all common expenses assessed against and owing on Unit after date of closing in accordance with the terms and provisions of the Declaration. In addition to all other sums due hereunder, Purchaser agrees at closing to pay to the condominium association any required contribution to the working capital or reserve fund of the condominium association.

16. REQUIRED DOCUMENTS. THIS CONTRACT IS VOIDABLE BY PURCHASER UNTIL AT LEAST SEVEN DAYS AFTER ALL THE ITEMS REQUIRED UNDER CODE SECTION 44-3-111 OF THE "GEORGIA CONDOMINIUM ACT" TO BE DELIVERED TO PURCHASER HAVE BEEN RECEIVED BY PURCHASER. THE ITEMS SO REQUIRED ARE: (1) A FLOOR PLAN OF THE UNIT, (2) THE DECLARATION AND AMENDMENTS THERETO, (3) THE ASSOCIATION'S ARTICLES OF INCORPORATION AND BYLAWS AND AMENDMENTS THERETO, (4) ANY GROUND LEASE, (5) ANY MANAGEMENT CONTRACT HAVING A TERM IN EXCESS OF ONE YEAR, (6) THE ESTIMATED OR ACTUAL BUDGET FOR THE CONDOMINIUM, (7) ANY LEASE OF RECREATIONAL OR OTHER FACILITIES THAT WILL BE USED ONLY BY THE UNIT OWNERS, (8) ANY LEASE OF RECREATIONAL OR OTHER FACILITIES THAT WILL OR MAY BE USED BY THE UNIT OWNERS WITH OTHERS, (9) A STATEMENT SETTING FORTH THE EXTENT OF THE SELLER'S COMMITMENT TO BUILD OR SUBMIT ADDITIONAL UNITS, ADDITIONAL RECREATIONAL OR OTHER FACILITIES, OR ADDITIONAL PROPERTY, AND (10) IF THIS CONTRACT APPLIES TO A CONDOMINIUM UNIT WHICH IS PART OF A CONVERSION CONDOMINIUM, A STATEMENT DESCRIBING THE CONDITION OF CERTAIN COMPONENTS AND SYSTEMS, A STATEMENT REGARDING THE EXPECTED USEFUL LIFE OF CERTAIN COMPONENTS AND SYSTEMS, AND CERTAIN INFORMATION REGARDING ANY NOTICES OF VIOLATIONS OF COUNTY OR MUNICIPAL REGULATIONS. A DATED, WRITTEN ACKNOWLEDGEMENT OF RECEIPT OF ALL SAID ITEMS, ATTACHED HERETO AS EXHIBIT "E", SIGNED BY THE PURCHASER SHALL BE PRIMA-FACIE EVIDENCE OF THE DATE OF DELIVERY OF SAID ITEM.

17. RESPONSIBILITY TO COOPERATE. Seller and Purchaser agree that such papers as may be necessary to carry out the terms of this agreement shall be produced, executed and/or delivered by such parties at time required to fulfill the terms and conditions of this agreement.

18. AGENCY AND BROKERAGE.

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

1. **No Agency Relationship.** Purchaser and Seller acknowledge that, if they are not represented by a Broker, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party.

2. **Listing Broker.** The National Auction Group, Inc. is the "Listing Broker" working with the Seller and is representing Seller.

3. **Selling Broker.** The National Auction Group, Inc. is the "Selling Broker" representing the Seller and is not representing Purchaser.

B. Brokerage: Each party represents and warrants that no real estate broker or salesman has been involved in this transaction except The National Auction Group, Inc. ("Auction Company") and _____ ("Participating Broker"). (Insert NONE, if there is no participating broker). If Purchaser has a sales agent or broker assisting him in any manner in connection with this transaction (hereinafter "Participating Broker", Purchaser agrees that it is Purchaser's duty to cause the Participating Broker to be properly registered with The National Auction Group, Inc. ("Auction Company") and to have such agreement as to commissions between the two set forth in writing on forms provided by the Auction Company. Buyer

acknowledges that the Auction Company is acting as agent for the Seller in this transaction and is to be paid a fee by the Seller pursuant to a separate written agreement between Seller and the Auction Company. The Buyer further acknowledges that the Auction Company is not acting as agent for the Buyer in this transaction. Any third party broker is not a subagent of the Auction Company.

19. MATERIAL RELATIONSHIP DISCLOSURE. Members of Seller are licensed Real Estate Brokers/Agents in the State of Georgia.

20. DISCLOSURE. Seller warrants that to the best of Seller's knowledge, Seller has accurately and completely disclosed to Purchaser any defects or conditions that would affect the marketability of the property.

21. NOTICES. All notices, including but not limited to offers, counteroffers, acceptances, amendments, demands, notices of termination and other notices, required or permitted hereunder shall be in writing, signed by the party giving the notice.

23. EXHIBITS AND ADDENDA. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph, said exhibit or addendum shall control.

- Exhibit "A" – Terms and Conditions of Auction
- Exhibits "B" and "B-1" – Purchaser's Estimated Closing Costs
- Exhibit "C" – Sample General Condominium Warranty Deed
- Exhibit "D" – Title Commitment
- Exhibit "E" – Acknowledgement of Receipt of Items Required under Code Section 44-3-111

24. DISPUTE RESOLUTION. GEORGIA LAW O.C.G.A. § 8-2-38 CONTAINS IMPORTANT REQUIREMENTS THAT PURCHASER MUST FOLLOW BEFORE PURCHASER MAY FILE A LAWSUIT OR OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR (AS THAT TERM IS DEFINED IN THE LAW) WHO CONSTRUCTED THE HOME. NINETY DAYS BEFORE PURCHASER FILES A LAWSUIT OR OTHER ACTION, PURCHASER MUST SERVE ON THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS PURCHASER ALLEGES ARE DEFECTIVE. UNDER THE LAW, A CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS OR BOTH. PURCHASER IS NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY A CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT PURCHASER'S ABILITY TO FILE A LAWSUIT OR OTHER ACTION.

25. ARBITRATION. Purchaser and Seller agree that any construction defect claim not resolved after following the procedure described in O.C.G.A. § 8-2-38 and all other claims between the parties shall be settled by arbitration through the services of an arbitrator mutually agreed upon by the parties. The decision of the arbitrator shall be final and may be enforced by any court having jurisdiction thereof. The arbitration shall be conducted in accordance with O.C.G.A. § 9-9-1, *et seq.* Notwithstanding the provisions of this paragraph, if Purchaser is claiming under a warranty provided by Seller, the terms and procedures of that warranty shall first apply to the resolution of the claim. In order for this paragraph to be a part of this Agreement, it must be initialed by Purchaser and Seller; if not initialed, it shall be void and unenforceable.

Purchaser's Initials

Seller's Initials

26. OTHER PROVISIONS.

- A. Time is of the essence of this contract.
- B. This contract shall inure to the benefit of, and be binding upon, the parties hereto, their heirs, successors, administrators, executors and assigns.
- C. The interest of the Purchaser in this contract shall not be transferred or assigned without the prior written consent of the Seller.
- D. This contract constitutes the sole and entire agreement between the parties hereto, and no modification of this contract shall be binding unless attached hereto and signed by all parties to this agreement.
- E. All parties agree to take all actions and do all things reasonably necessary to fulfill in good faith and in a timely manner the terms and conditions of this Agreement.

27. DISCLAIMER AS TO AUCTION COMPANY: Buyer shall look only to Seller as to all matters regarding this Agreement and the Property. The Auction Company shall not be responsible or liable in any way (i) if Seller fails or refuses to or cannot close title hereunder or (ii) if the Property is affected in any way or is in any other way unsatisfactory to Buyer as Buyer may determine before or after closing.

28. SPECIAL STIPULATIONS. The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph, shall control:

SELLER: _____

IVY PARTNERS, LLC,
A limited liability company

By: _____
(signature)

Print Name: _____

AS ITS: _____

Address: _____

Phone No.: _____

BUYER: _____

By: _____
(signature)

Print Name: _____

SS#: _____

By: _____
(signature)

Print Name: _____

SS#: _____

ADDRESS: _____

PHONE NO.: _____

EMAIL: _____