

AUCTION PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

Property Address: Buena Vista Apartments, Memphis, TN

<p><u>AUCTION SUMMARY:</u></p> <p>HIGH OFFER PRICE: \$ _____</p> <p>TOTAL EARNEST DEPOSIT REQUIRED: \$ _____ (Equal to 10% of the Total Purchase Price, sent to Escrow Holder by wire transfer within 24 hours of close of Auction.)</p> <p>TOTAL PURCHASE PRICE: \$ _____ (Sum of High Offer Price and Earnest Money Deposit):</p>	<p><u>AUCTIONEER(S):</u></p> <p>Auction Management Corporation 1827 Powers Ferry Rd Bldg 5 Atlanta GA 30339 Attn: Julian E. (Jeb) Howell III Mobile 770-841-9924 770-980-9565 fax 770-980-9383 Email: jeb.howell@gmail.com</p>
<p><u>SELLER:</u></p> <p>TriTex Real Estate Advisors, Inc. Monarch Plaza, Suite 2200 3424 Peachtree Road, NE Atlanta, Georgia 30326 Attn: Jack Dziadul Telephone: (404) 420-5600 Direct: (919) 721-8757 Fax: (866) 672-9454 Email: jdziadul@trimontrea.com</p>	<p><u>BUYER:</u></p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Address</p> <p>_____</p> <p>City, St, Zip</p> <p>_____</p> <p>Phone</p> <p>_____</p> <p>Email</p>
<p><u>ESCROW HOLDER and CLOSING AGENT:</u></p> <p>First American Title Insurance Company National Commercial Services 100 NE Loop 410, Ste 250 San Antonio, Texas 78216 Attn: Alan Petner Telephone: (210) 321-0744 Fax: (210) 341-6633 Email: apetner@firstam.com</p>	<p><u>COOPERATING BROKER:</u></p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Address</p> <p>_____</p> <p>City, St, Zip</p> <p>_____</p> <p>Phone</p> <p>_____</p> <p>Email</p>

PURCHASE AND SALE AGREEMENT

AND ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this "Agreement") is made as of the Effective Date, by and between TRITEX REAL ESTATE ADVISORS, INC., a Delaware corporation ("Seller"), and _____ ("Buyer").

RECITALS

- A. Seller is the owner of the Property (as described in Section 1).
- B. Buyer desires to purchase and Seller is willing to sell the Property on the terms and conditions of this Agreement.
- C. The parties do not intend to be present at the closing and therefore desire to establish escrow procedures for closing the sale of the Property.
- D. The parties intend for First American Title Insurance Company ("Escrow Holder" and "Closing Agent") conduct the closing of the transaction..
- E. For purposes of this Agreement, the following definitions apply:
- (a) "Closing Date" means March 25th, or such earlier date to which Buyer and Seller mutually agree in writing.
- (b) "Deposit" means the amount of _____ Dollars (\$_____.00) and any interest accrued thereon.
- (c) "Effective Date" means February 25th.
- (d) "Purchase Price" means the sum of _____ Dollars (\$_____.00).
- (e) "Security Deposit" means any amounts paid by or on behalf of any tenant in connection with any Tenant Lease or occupancy agreement, oral or written, for the purpose of securing the observance and performance by the tenant of its obligations under any Tenant Lease or occupancy agreement, whether oral or written, at the Property.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. SALE AND PURCHASE. Subject to the terms, covenants and conditions of this Agreement, Seller shall sell and Buyer shall buy:
- (a) the land, more particularly described in Exhibit "A" attached hereto ("Land");
- (b) all buildings and other improvements located on the Land ("Improvements");
- (c) all right, title and interest of Seller, if any, in and to any equipment, machinery or other property which is affixed to the Improvements so as to constitute fixtures under applicable law on the

Closing Date ("Fixtures") (the Land, the Improvements and the Fixtures are collectively referred to herein as the "Real Property");

(d) all right, title and interest of Seller, if any, in and to all furniture, furnishings, decorations and other tangible personal property now existing and located upon the Land, but excluding tangible personal property owned by tenants under Tenant Leases (as defined below) (the "Personal Property") (the Real Property and the Personal Property are collectively referred to herein as the "Property" which is subject to those exceptions and other matters set forth in the Preliminary Title Report ("PTR") attached hereto as **Exhibit "B"**; and

(e) all right, title and interest of Seller in and to all Tenant Leases or other agreements, whether written or oral, in effect on the Closing Date demising space in or providing for the use or occupancy of the Improvements or the Land ("Tenant Leases").

2. EARNEST MONEY DEPOSIT AND FINAL FUNDS TO CLOSE. Within 24 hours of the close of Auction, Buyer shall deliver a deposit of earnest money to Escrow Holder by wire transfer pursuant to the Wiring Instructions provided herein at Exhibit "C" (the "Deposit"). On the Closing Date, Buyer shall deliver the balance of the Purchase Price to Escrow Holder pursuant to the Wiring Instructions provided herein at Exhibit "C".

Escrow Holder is hereby relieved and released of all liability in the event the close of this transaction and/or loan payoff is delayed pending clearance of such funds in accordance with standard banking practices.

3. TAX WITHHOLDING/FIRPTA. Under the Foreign Investment in Real Property Tax Act ("FIRPTA"), Internal Revenue Code ("IRC") Section 1445, every buyer of U.S. real property must, unless an exemption applies, deduct and withhold from Seller's proceeds ten percent (10%) of the gross sales price. Seller agrees to execute and deliver to Buyer an affidavit stating that Seller is not a foreign person.

4. TAX REPORTING/1099. Seller herein acknowledges its awareness of the fact that Escrow Holder must provide information pertaining to this transaction to the Internal Revenue Service as required by IRC Section 6045(c). Concurrently with the execution hereof, Seller herein will provide Escrow Holder information necessary to produce a 1099 Tax Reporting Form in compliance with IRC Section 6045(c).

5. CLOSING COSTS AND OTHER CLOSING ADJUSTMENTS. The following adjustments are to be made at Closing as of the day of business on the Closing Date:

(a) Buyer's Closing Costs. At Closing, Buyer shall obtain a standard Owner's Policy of Title Insurance (the "Buyer's Title Policy") in accordance with Section 7 below. Buyer shall be responsible for and pay: (i) one-half (1/2) of the cost of the Buyer's Title Policy; (ii) additional premiums for any other endorsements or coverage required by Buyer to be included in the Buyer's Title Policy; (iii) one-half (1/2) of Closing Agent's closing fees; (iv) one-half (1/2) of all recording fees payable in connection with the transfer of the Property; (v) one-half (1/2) of any documentary stamp taxes and any transfer or conveyance taxes that may be imposed by the County or State in which the Property is located; (vi) mortgage tax, or its equivalent, that may be imposed by the County or State in which the Property is located; and (vii) its attorney's fees.

(b) Seller's Closing Costs. At Closing, Seller shall pay: (i) all expenses and charges incurred in connection with the discharge of delinquent taxes, if any; (ii) one-half (1/2) of the cost of the Buyer's

Title Policy; (iii) one-half (1/2) of Closing Agent's closing fees; (iii) one-half (1/2) of all recording fees payable in connection with the transfer of the Property; (iv) one-half (1/2) of any documentary stamp taxes and any transfer or conveyance taxes that may be imposed by the County or State in which the Property is located; and (v) its attorney's fees.

(c) Other Costs. All other costs, if any, shall be apportioned in the customary manner for real property transactions in the county where the Property is located.

(d) The rents, if any, of the Property actually collected by Seller at the Closing Date shall be apportioned between Seller and Buyer based upon the number of days of the month each of them has title to the Property.

(e) The parties shall prorate real property taxes and assessments on the Property as of the Close of Escrow (defined in Section 21 below) for the current fiscal year based on the most current official real property tax information available from the County Assessor's office where the Real Property is located or other assessing authorities. If real property tax and assessment figures for the current fiscal year are not available, real property taxes shall be prorated based on the real property taxes for the previous fiscal year. Seller shall pay any real property taxes attributable to the period of Seller's ownership of the Property as an adjustment to the Purchase Price. Seller reserves the right to meet with governmental officials and to contest any reassessment concerning or affecting Seller's obligations under this Section 5(c). Seller shall notify all water, gas, electric and other utility companies servicing the Property (collectively, "Utility Companies") of the sale of the Property to Buyer and shall request that all Utility Companies send Seller a final bill for the period ending on the last day prior to the Close of Escrow. Buyer shall notify all Utility Companies servicing the Property that as of the Close of Escrow, Buyer shall own the Property and that all utility bills for the period commencing on the Close of Escrow are to be sent to Buyer. If any of the Utility Companies sends Seller or Buyer a bill for a period in which the Close of Escrow occurs, Buyer and Seller shall prorate such bills outside the Escrow. In connection with such proration, it shall be presumed that utility charges were uniformly incurred during the billing period. All other expenses pertaining to the operation of the Property will be prorated on an accrual basis and paid as a credit or debit adjustment to the Purchase Price.

(f) Closing Agent is authorized and instructed to pay, at Buyer's sole cost and expense, premiums for fire insurance and/or property insurance covering the Property, Buyer and lender, if any, at the Close of Escrow.

6. CONDITIONS OF SALE. The Property is being sold in an "AS IS" condition subject to all faults and defects, latent or patent. Buyer affirms that Buyer has not relied on any statement of the Seller, or its agents, concerning the condition of the Property and its improvements. Buyer acknowledges that Seller has provided Buyer with adequate opportunity to make such inspection of the Property (including, without limitation, the opportunity to conduct surveys, physical inspections and inspections for zoning, land use and other matters in Buyer's discretion) as Buyer has, in Buyer's discretion, deemed necessary or advisable to determine the fitness of the Property for Buyer's intended use. It is understood and agreed by and between the parties hereto that this transaction is conditioned upon the following:

(a) All Cash Sale. This is an all-cash sale and purchase and is NOT contingent upon Buyer obtaining financing for the purchase of the Property regardless of any mortgage loan application made by the Buyer to any lending institution. Buyer understands and agrees that neither delivery of a commitment for a mortgage loan from any lending institution nor the Buyer's acceptance of such a commitment will in any way be a condition of Buyer's obligations under this Agreement. Buyer represents to Seller that Buyer has sufficient readily available funds to complete the purchase of the Property. IT IS UNDERSTOOD

AND AGREED BY SELLER AND BUYER THAT IN THE EVENT BUYER ELECTS TO PROCURE FHA OR VA FINANCING FOR THE PROPERTY (ASSUMING THE PROPERTY QUALIFIES FOR FHA OR VA FINANCING), SELLER SHALL NOT BE OBLIGATED TO PAY ANY COSTS, EXPENSES, AND/OR FEES ASSOCIATED THEREWITH. ANY AND ALL COSTS, EXPENSES, AND/OR FEES ASSOCIATED WITH FHA OR VA FINANCING SHALL BE AT THE SOLE COST AND EXPENSE OF BUYER FOR AN ALL-CASH SALE AND PURCHASE.

(b) Deposit. The Deposit shall be delivered by Buyer in the manner set forth in Section 2 above to Escrow Holder upon execution of this Agreement. The Deposit shall be nonrefundable except as specifically otherwise set forth herein. In the event Buyer fails to deliver the Deposit as and when specified, such failure shall constitute an immediate breach of this Agreement by Buyer and Seller shall be entitled to terminate this Agreement. If the transaction contemplated hereby is consummated in accordance with the terms and conditions hereof, the Deposit shall be credited against the Purchase Price at Closing. If the transaction is not so consummated for any reason other than a permitted termination by Buyer, the Deposit shall be delivered by Escrow Holder to Seller without further instruction from the parties hereto.

7. CONVEYANCE OF TITLE. Attached as Exhibit B hereto is a copy of the Preliminary Title Report ("PTR") for the Property issued by the Escrow Holder. Those matters shown on Schedule B thereof, together with any applicable zoning ordinances, other land use laws and regulations together with taxes for the current year not then due and payable, and subsequent assessments for prior years due to change in land usage or ownership, shall be deemed "Permitted Exceptions" for all purposes under this Agreement. Purchaser waives its right to examine and object to title matters under this Agreement with respect to any Permitted Exceptions. At Closing, the Escrow Holder shall issue the Buyer's Title Policy insuring fee title of the Property to Buyer in the amount of the Purchase Price subject only to the Permitted Exceptions. The issuance of the Buyer's Title Policy shall be conclusive evidence that Seller has complied with any obligation, express or implied, to convey insurable title to the Property to Buyer. In addition to delivering a Limited or Special Warranty Deed, in recordable form, to Buyer at Closing, Seller shall assign to Buyer, without recourse, representation or warranty, of any kind, Seller's right, title and interest, if any, (i) in any assignable plans, specifications, licenses, permits, entitlements, surveys, maps, agreements and contracts relating to the Property, subject to any rights of consent as provided therein, and (ii) the Tenant Leases, pursuant to an assignment in the form of Exhibit "D" attached hereto ("General Assignment"). Additionally, Seller shall quitclaim, without recourse, representation, or warranty, of any kind, all of Seller's right, title, and interest, if any, to the Personal Property pursuant to a Bill of Sale in the form of Exhibit "E" attached hereto ("Bill of Sale").

8. WAIVER OF SPECIFIC PERFORMANCE AND LIS PENDENS. AS A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY SELLER UNDER THIS AGREEMENT, BUYER WAIVES ALL RIGHTS TO FILE AND MAINTAIN AN ACTION AGAINST SELLER FOR SPECIFIC PERFORMANCE AND TO RECORD A LIS PENDENS AGAINST THE PROPERTY. IN THE EVENT OF SELLER'S DEFAULT OR MATERIAL BREACH OF THIS AGREEMENT, BUYER SHALL BE ADEQUATELY AND FAIRLY COMPENSATED SOLELY BY RECEIVING A RETURN OF BUYER'S DEPOSIT. UPON RETURN OF THE DEPOSIT, THIS AGREEMENT SHALL BE TERMINATED, AND BUYER AND SELLER SHALL HAVE NO FURTHER LIABILITY, NO FURTHER OBLIGATION, AND NO FURTHER RESPONSIBILITY EACH TO THE OTHER AND BUYER AND SELLER SHALL BE RELEASED FROM ANY FURTHER OBLIGATION EACH TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, EXCEPT THAT THE PROVISIONS OF SECTIONS 9, 12(d) AND 16 SHALL ALL SURVIVE ANY TERMINATION OR CANCELLATION OF THIS AGREEMENT BY ANY PARTY.

9. REAL ESTATE TRANSFER DISCLOSURE STATEMENT. Buyer hereby acknowledges that Seller acquired the Property pursuant to a decree of foreclosure or acquired the Property by a deed in lieu

of foreclosure and acknowledges, therefore, that Seller's knowledge of the Property, its condition and its history are limited.

BUYER'S INITIALS: _____ / _____

SELLER'S INITIALS: _____ / _____

10. BUYER'S INSPECTION. Buyer represents and warrants that Buyer is purchasing the Property based solely upon Buyer's own inspection of the Property. Buyer has relied solely on that inspection in determining whether to purchase the Property from Seller. Buyer further represents that Buyer is aware of all laws, ordinances and requirements affecting the use, condition, and ownership of the Property, including, without limitation, all applicable zoning and land use regulations.

11. "AS IS, WHERE IS, AND WITH ALL FAULTS" NATURE OF SALE.

(a) THE PROPERTY WILL BE SOLD BY SELLER TO BUYER ON AN "AS IS, WHERE IS, AND WITH ALL FAULTS" BASIS. BUYER ACCEPTS ALL FAULTS OF THE PROPERTY WHETHER KNOWN OR UNKNOWN, PRESENTLY EXISTING OR THAT MAY HEREAFTER ARISE. BUYER ACKNOWLEDGES AND AGREES THAT SELLER AND THE AUCTIONEER HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY NEGATE AND DISCLAIM ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OR AS TO, CONCERNING OR WITH RESPECT TO (i) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (ii) THE INCOME TO BE DERIVED FROM THE PROPERTY, (iii) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREFROM, (iv) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (v) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (vi) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (vii) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, (viii) THE EXISTENCE OF ANY VIEW FROM THE PROPERTY OR THAT ANY EXISTING VIEW WILL NOT BE OBSTRUCTED IN THE FUTURE, (ix) SERVICE OF THE PROPERTY BY WATER, POWER AND/OR ANY OTHER UTILITY, OR (x) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, WITHOUT LIMITATION, THAT SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION REGARDING COMPLIANCE WITH THE "AMERICANS WITH DISABILITIES ACT" OR WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING SOLID WASTE (AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261), OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE (AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER).

(b) BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, BUYER IS RELYING SOLELY ON BUYER'S OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER OR BROKER OR AUCTIONEER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF SELLER WITH RESPECT TO THE PROPERTY INCLUDING,

WITHOUT LIMITATION, ALL INFORMATION CONTAINED IN ANY PROPERTY INFORMATION PACKAGE PREVIOUSLY MADE AVAILABLE TO BUYER BY SELLER AND BROKER AND WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER, AND BROKER AND AUCTIONEER HAVE NOT MADE ANY INDEPENDENT INVESTIGATIONS OR VERIFICATION OF SUCH INFORMATION AND MAKE NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

(c) SELLER AND AUCTIONEER AND THEIR EMPLOYEES, AGENTS, CONTRACTORS, OFFICERS AND DIRECTORS SHALL NOT BE LIABLE FOR OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, THAT IS FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, OR OTHER PERSON. BUYER ACKNOWLEDGES THAT SELLER, OR AN AFFILIATED ENTITY OF SELLER, MAY HAVE ACQUIRED THE SUBJECT PROPERTY BY FORECLOSURE OR BY DEED IN LIEU OF FORECLOSURE AND, ACCORDINGLY, HAS LITTLE OR NO FAMILIARITY THEREWITH. BUYER FURTHER ACKNOWLEDGES THAT SELLER HAS NOT BUILT THE PROPERTY. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PHYSICAL CONDITION OR ANY OTHER ASPECT OF THE PROPERTY, INCLUDING WITHOUT LIMITATION THE STRUCTURAL INTEGRITY OF ANY IMPROVEMENTS ON THE PROPERTY, THE CONFORMITY OF THE IMPROVEMENTS TO ANY PLANS OR SPECIFICATIONS FOR THE PROPERTY THAT MAY BE PROVIDED TO BUYER, THE CONFORMITY OF THE PROPERTY TO APPLICABLE ZONING OR BUILDING CODE REQUIREMENTS, THE EXISTENCE OF SOIL INSTABILITY, PAST SOIL REPAIRS, SUSCEPTIBILITY TO LANDSLIDES, SUFFICIENCY OR UNDER SHORING, SUFFICIENCY OF DRAINAGE, OR ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE LAND OR ANY BUILDINGS OR IMPROVEMENTS SITUATED THEREON.

(d) BUYER AND ANYONE CLAIMING BY, THROUGH OR UNDER BUYER HEREBY FULLY AND IRREVOCABLY RELEASE SELLER AND BROKER AND AUCTIONEER AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES AND AGENTS FROM ANY AND ALL CLAIMS THAT BUYER MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST SELLER AND BROKER AND AUCTIONEER, THEIR EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES AND AGENTS FOR ANY COST, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY CONSTRUCTION DEFECTS, ERRORS, OMISSIONS OR OTHER CONDITIONS, INCLUDING ENVIRONMENTAL MATTERS, AFFECTING THE PROPERTY, OR ANY PORTION THEREOF. THIS RELEASE INCLUDES CLAIMS OF WHICH BUYER IS PRESENTLY UNAWARE OR WHICH BUYER DOES NOT PRESENTLY SUSPECT TO EXIST IN HIS FAVOR THAT, IF KNOWN BY BUYER, WOULD MATERIALLY AFFECT BUYER'S RELEASE OF SELLER AND BROKER. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED TO REFLECT THAT THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING.

BUYER'S INITIALS: ___/___

SELLER'S INITIALS: _____/_____

(e) THE PROVISIONS OF THIS SECTION 11 SHALL SURVIVE THE RECORDATION OF THE DEED CONVEYING TITLE TO THE PROPERTY TO BUYER.

12. POSSESSION. Possession and occupancy of the Property shall be delivered to Buyer upon the closing of this transaction, provided, however, that right of possession may be subject to the rights of ten-

ants and parties in possession, if any. Seller shall deliver keys to Buyer to the extent such keys are in the possession of Seller. Buyer agrees that the removal or vacation of tenants, if any, prior to Closing shall not give rise to any claim on the part of Buyer or affect this Agreement in any manner whatsoever. Seller shall have the right, but not the obligation, to institute summary proceedings or take such other legal action as it desires in the event of any default or failure of a tenant to perform under its lease prior to Closing, Seller may apply the Security Deposit, if any, of any tenant who is in default under its lease prior to Closing. Prior to the Close of Escrow, neither Buyer nor its agents shall place any signs or personal property on or about the Property or commence any improvements, alterations, modifications, or changes to the Property in any manner. Prior to the Close of Escrow, Buyer shall not occupy the Property in any manner or form. **BUYER MAY NOT ENTER THE PROPERTY WITHOUT BEING ESCORTED BY SELLER, AUCTIONEER OR THEIR REPRESENTATIVES PRIOR TO THE CLOSE OF ESCROW.**

13. **DESTRUCTION AND CASUALTY.** Seller shall bear the risk of loss or damage to the Property by fire or other cause until the Closing Date. In the event a Material Part of the Property shall be damaged or destroyed by reason of fire, storm, accident, or other casualty, either Seller or Buyer may cancel this Agreement upon written notice to the other within ten (10) days after the date of such casualty, whereupon Escrow Holder shall return the Deposit to Buyer and neither party shall have any further rights or liabilities hereunder. If neither party gives notice of termination as hereinabove provided, Buyer shall take title to the Property in its as is, where is condition following such casualty without deduction or offset to the Purchase Price, provided, however, Seller shall pay to Buyer the insurance proceeds received by Seller, if any, with regard to such destruction or casualty. As used herein, a "Material Part" of the Property shall be deemed to mean a casualty having an estimated cost of repair that equals or exceeds twenty percent (20%) of the Purchase Price.

14. **CONDEMNATION.** In the event that the Property or a Material Part thereof shall have been taken by eminent domain or shall be in the process of being so taken on the Closing Date, either Seller or Buyer shall have the option to terminate this Agreement on written notice to the other, whereupon Escrow Holder shall return the Deposit to Buyer and this Agreement shall be null and void and neither party shall have any further rights or liabilities hereunder. In the event neither party terminates this Agreement pursuant to the preceding sentence, Buyer shall accept the Property in the condition in which they are left following such taking, without any abatement of the Purchase Price. In the event the award has not been made or collected by Seller at the time of Closing, Seller shall assign to Buyer at Closing all rights of Seller to the collection of such award, and Buyer shall accept the Property without abatement of the purchase price. As used herein, a "Material Part" of the Property shall be deemed to mean a taking of a portion of the Property, the value of which equals or exceeds twenty percent (20%) of the Purchase Price.

15. **SELLER'S DEFAULT.** IF SELLER FAILS TO PERFORM ANY OF ITS MATERIAL OBLIGATIONS PURSUANT TO THE TERMS OF THIS AGREEMENT, AND PROVIDED BUYER HAS NOT BEEN IN DEFAULT HEREUNDER, BUYER'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO RECEIVE A RETURN OF THE DEPOSIT. UPON RETURN OF THE DEPOSIT, THIS AGREEMENT SHALL BE TERMINATED, AND BUYER AND SELLER SHALL HAVE NO FURTHER LIABILITY, NO FURTHER OBLIGATION, AND NO FURTHER RESPONSIBILITY EACH TO THE OTHER AND BUYER AND SELLER SHALL BE RELEASED FROM ANY FURTHER OBLIGATION EACH TO THE OTHER IN CONNECTION WITH THE AGREEMENT, EXCEPT THAT THE PROVISIONS OF SECTION 9 AND THE PROVISIONS OF SECTION 12(d) SHALL ALL SURVIVE ANY TERMINATION OR CANCELLATION OF THIS AGREEMENT BY ANY PARTY. BUYER SPECIFICALLY WAIVES (A) ANY RIGHT TO THE REMEDY OF SPECIFIC PERFORMANCE ON ACCOUNT OF SELLER'S DEFAULT UNDER THIS AGREEMENT, (B) ANY RIGHT UNDER STATE LAW OR AT COMMON LAW OR OTHERWISE TO RECORD OR FILE A LIS PENDENS OR NOTICE OF PENDENCY OR ACTION OR SIMILAR NOTICE AGAINST ALL OR ANY POR-

TION OF THIS PROPERTY, AND (C) ANY RIGHT TO SEEK ACTUAL, PUNITIVE OR CONSEQUENTIAL DAMAGES FROM SELLER.

16. BUYER'S DEFAULT; LIQUIDATED DAMAGES. IF BUYER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY ON OR BEFORE THE CLOSING DATE SET FORTH HEREIN, THEN (a) SELLER SHALL BE RELEASED FROM ITS OBLIGATION TO SELL THE PROPERTY TO BUYER, AND (b) SELLER SHALL HAVE THE RIGHT TO PURSUE ANY REMEDY IN LAW OR EQUITY THAT IT MAY HAVE AGAINST BUYER ON ACCOUNT OF SUCH DEFAULT, PROVIDED, HOWEVER, THAT BY PLACING THEIR INITIALS BELOW BUYER AND SELLER AGREE THAT:

(a) IF BUYER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY AS SET FORTH HEREIN, ESCROW HOLDER SHALL IMMEDIATELY DELIVER THE DEPOSIT TO SELLER WITHOUT ANY FURTHER INSTRUCTION FROM ANY PARTY TO THIS AGREEMENT AND THE DEPOSIT SHALL BE NON-REFUNDABLE LIQUIDATED DAMAGES TO SELLER AS SELLER'S DAMAGES WOULD OTHERWISE BE DIFFICULT TO CALCULATE OR ASCERTAIN. SELLER SHALL RETAIN, AS LIQUIDATED DAMAGES FOR BREACH OF CONTRACT ON ACCOUNT OF SUCH BUYER'S DEFAULT, THE DEPOSIT ACTUALLY PAID; PROVIDED, HOWEVER, THE AMOUNT RETAINED BY SELLER SHALL NOT EXCEED TEN PERCENT (10%) OF THE PURCHASE PRICE.

(b) THE PAYMENT OF SUCH LIQUIDATED DAMAGES TO SELLER OUT OF BUYER'S DEPOSIT SHALL CONSTITUTE THE EXCLUSIVE REMEDY OF SELLER ON ACCOUNT OF THE DEFAULT OF THE BUYER.

(c) IF BUYER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY AS SET FORTH HEREIN, BUYER RELEASES THEIR RIGHTS TO PURCHASE THE PROPERTY DESCRIBED IN THE AGREEMENT. BUYER HEREBY AGREES THAT THE RELEASE PROVIDED FOR IN THIS AGREEMENT EXTENDS TO ALL CLAIMS, WHETHER OR NOT CLAIMED OR SUSPECTED BY BUYER, UP TO AND INCLUDING THE DATE OF THE EXECUTION HEREOF.

BUYER'S INITIALS: _____ / _____ **SELLER'S INITIALS:** _____ / _____

17. INDEMNIFICATION. Buyer shall indemnify, defend, protect and hold harmless Seller and its partners, affiliates, subsidiaries, directors, officers, participants, attorneys, employees, consultants and agents, from and against any and all damages, losses, liabilities, costs or expenses whatsoever (including attorneys' fees and costs) and claims therefor (collectively, "Claims"), whether direct or indirect, known or unknown, or foreseen or unforeseen, which may arise from or be related to (a) any inaccuracy in any representation or warranty made by Buyer in this Agreement, (b) Buyer's breach of any covenant or agreement contained in this Agreement, or (c) Buyer's activities on or ownership of the Property, regardless of how such Claim arises or when the events giving rise to such Claim occurred, including, but not limited to, the acts or omissions of Buyer or its employees, agents, suppliers or contractors, even if the Claims arise from or are attributable to the joint, concurrent or comparative negligence of Seller or any Seller Entities or any person acting or purporting to act on behalf of Seller or any Seller Entities. Buyer's obligations hereunder shall survive the termination of this Agreement and Close of Escrow and shall not be merged with the Deed.

18. HAZARDOUS MATERIALS. If Buyer discovers any hydrocarbon substances, polychlorinated biphenyls, or any other hazardous or toxic substances, wastes or materials (as determined under federal, state or local law then in effect), asbestos or asbestos-bearing materials or other environmental condition subject to legal requirements for corrective action or affecting the Property, Buyer shall immediately notify Seller, and if such discovery is made after the Close of Escrow, Buyer shall cause the condition to be

corrected in accordance with applicable law. **From and after the Closing, Buyer shall protect, defend, indemnify and hold Seller and its parent company and their respective affiliates and subsidiaries, and their respective directors, officers, participants, employees and agents (collectively, "Seller Entities") free and harmless from and against any and all claims (including third party claims), demands, liabilities, damages, costs and expenses, including, without limitation, investigatory expenses, clean-up costs and reasonable attorney's fees of whatever kind or nature (collectively, "Claims") arising from or in any way connected with the physical condition of the Property or any other aspect of the Property, no matter whether earlier discoverable or not and any effort of Buyer and/or Buyer's contractors to correct the same, even if the Claims arise from or are attributable to the joint, concurrent or comparative negligence of Seller or any Seller Entities or any person acting or purporting to act on behalf of Seller or Seller Entities.** Buyer's obligations of indemnity set forth herein shall survive the Close of Escrow and shall not be merged with the Deed.

If Seller has furnished to Buyer any Phase I report (a "Phase I Report"), Buyer acknowledges and agrees that Seller has not made any representations or warranties regarding the Phase I Report nor the content, completeness or accuracy of the Phase I Report and that Seller shall have no liability for any of the soil, environmental or structural conditions or any other conditions or matters described in the Phase I Report or otherwise. Buyer acknowledges and agrees that Buyer has been provided with an adequate opportunity to review the Phase I Report and to retain its own consultants and experts to review the Report and conduct its own inspections and examinations of the Property and all matters relating to the Property. By its execution of this Agreement, Buyer (1) acknowledges that it is fully aware of the matters described in the Phase I Report, a copy of which Buyer has received and has reviewed and (2) after receiving advice of its legal counsel, waives any and all rights or remedies whatsoever, express or implied, Buyer may have against Seller, including remedies for damages arising out of or resulting from any unknown, unforeseen or unanticipated presence or releases of hazardous substances or other Hazardous Substances from or on the Property. The provisions of this paragraph shall survive the Close of Escrow and shall not be merged with the Deed.

19. BROKER. The parties hereto agree that no broker brought about this sale except the Broker identified on the cover page of this Agreement. Buyer will indemnify and hold Seller harmless from and against any and all claims that may be asserted for broker's commissions due persons other than Broker.

20. TERMITE CLEARANCES; RETROFIT.

(a) TERMITE CLEARANCES. Any and all termite clearances, reports, and any inspections required by any lender and/or any repairs recommended or required by any termite and/or property inspection report, including without limitation any roof certifications, shall be at the sole cost and expense of Buyer. Nothing contained herein shall be deemed to give Buyer any right to terminate this Agreement based on any such requirements.

(b) RETROFIT. Buyer shall pay for the cost of compliance with any minimum mandatory government retrofit standards including, without limitation, energy and utility efficiency requirements and proof of compliance at Buyer's sale cost and expense.

21. ESCROW INSTRUCTIONS.

(a) Upon the Effective Date, this Agreement shall constitute the joint escrow instructions of Buyer and Seller to Escrow Holder to open an escrow ("Escrow") for the consummation of the sale of the Property to Buyer pursuant to the terms of this Agreement. Upon Escrow Holder's written acceptance of

this Agreement, Escrow Holder is authorized to act in accordance with the terms of this Agreement. Buyer and Seller may execute Escrow Holder's general escrow instructions, upon request; provided, however, that if there is any conflict or inconsistency between such general escrow instructions and this Agreement, this Agreement shall control. Upon the Close of Escrow, Escrow Holder shall pay any sum owed to Seller with immediately available federal funds.

(b) The Escrow shall close ("Close of Escrow") on the Closing Date, provided that all conditions to the Close of Escrow set forth in this Agreement have been satisfied or waived in writing by the party intended to be benefited thereby.

(c) Escrow Holder does hereby agree to act as such at the request of the parties hereto, provided that Escrow Holder shall have no liability of any nature whatsoever to any party hereto except for its acts of willful misconduct or gross negligence.

(d) The parties agree that Escrow Holder shall not be made a party to any dispute or legal proceedings between the parties. In the event of such dispute or legal proceedings between the parties, Escrow Holder shall deliver the escrowed items held hereunder to the court in which such dispute or proceedings are pending or to the court's designee, at which time Escrow Holder shall be relieved of all further liabilities or obligations hereunder.

(e) The parties, jointly and severally, covenant and agree to indemnify and save Escrow Holder harmless from and against any and all claims, demands, damages, liabilities, costs and expenses whatsoever that may be initiated, made, asserted or prosecuted against it or incurred by it by reason of its serving as Escrow Holder.

(f) In the event the parties, or any of them, shall allege that Escrow Holder wrongfully released the escrowed items held by It under the terms hereof, no action for such wrongful release shall lie against Escrow Holder, for a return thereof unless the wrongful release resulted from Escrow Holder's willful misconduct or gross negligence. In the event the parties, or any of them, shall bring an action against Escrow Holder in contravention of the foregoing, the party maintaining the action against Escrow Holder shall pay all of Escrow Holder's costs and expenses, including attorneys' fees, incurred by Escrow Holder in connection therewith if the court does not find that Escrow Holder engaged in willful misconduct or grossly negligent conduct.

(g) The parties shall be jointly and severally liable to pay all of the reasonable costs, expenses and charges of Escrow Holder paid, incurred, or suffered by Escrow Holder while acting hereunder, including reasonable attorneys' fees and costs.

22. MISCELLANEOUS.

(a) OTHER AGREEMENTS. THIS AGREEMENT AND THE SCHEDULES AND EXHIBITS ATTACHED HERETO CONSTITUTE THE ENTIRE AGREEMENT BETWEEN BUYER AND SELLER CONCERNING THE SUBJECT MATTER HEREOF AND THERE ARE NO ORAL OR OTHER WRITTEN AGREEMENTS BETWEEN BUYER AND SELLER. ALL NEGOTIATIONS ARE MERGED INTO THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE MODIFIED OR AMENDED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY BUYER AND SELLER. NO ORAL PROMISES, REPRESENTATIONS (EXPRESSED OR IMPLIED), WARRANTIES OR

AGREEMENTS MADE BY THE SELLER AND/OR BROKER SHALL BE DEEMED VALID OR BINDING UPON THE SELLER UNLESS EXPRESSLY INCLUDED IN THIS AGREEMENT. NONE OF THE ITEMS, APPURTENANCES, AND FURNISHINGS SHOWN IN THE PROPERTY IS INCLUDED IN THE PURCHASE PRICE UNLESS SELLER AGREES IN WRITING TO DELIVER THE SAME AS PART OF THE PURCHASE PRICE, OR AS OPTIONAL ITEMS.

(b) DUTY OF CONFIDENTIALITY. Buyer represents and warrants that it shall keep all information and/or reports obtained from Seller, or related to or connected with the Property, the Seller, or this transaction, confidential and will not disclose any such information to any person or entity without obtaining the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed. If Buyer has executed a separate confidentiality agreement in favor of Seller, this Section shall be supplemental to and not in derogation of the provisions of such confidentiality agreement.

(c) NO RESERVATION OF PROPERTY. The preparation and/or delivery of unsigned drafts of this Agreement shall not create any legally binding rights in the Property and/or obligations of the parties, and Buyer and Seller acknowledge that this Agreement shall be of no effect until it is duly executed by both Buyer and Seller.

(d) TIME IS OF THE ESSENCE. Time is of the essence for the performance of each and every covenant of Buyer under this Agreement and the satisfaction of each and every condition imposed upon Buyer under this Agreement.

(e) GOVERNING LAW. All questions with respect to the construction of this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of Georgia.

(f) INTERPRETATION. This Agreement is an agreement between financially sophisticated and knowledgeable parties in reliance upon the economic and legal bargains contained herein. It shall be presumed that each party jointly drafted this Agreement, and no other presumption of any kind shall inure or apply with regard thereto or concerning the interpretation or construction of this Agreement in the event of any ambiguities.

(g) COUNTERPARTS. 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 signatory to the original or the same counterpart. Each counterpart shall be deemed an original Agreement and all of which shall constitute one agreement to be valid as of the date of this Agreement.

(h) FURTHER ASSURANCES. The parties hereto hereby agree to execute such other documents and to take such other actions as may reasonably be necessary to further the purposes of this Agreement.

(i) GENDER AND NUMBER. Whenever the context indicates that such is the intent, words in the singular number shall include the plural and vice versa, and the masculine shall include the feminine and vice versa. Pronouns shall be deemed to refer to all genders.

(j) FULL PERFORMANCE. Seller's delivery of the Deed to the Property to Buyer shall be deemed to be full performance and discharge of all of Seller's obligations under this Agreement, except that the provisions of Section 9 and 12 shall survive the delivery of such Deed and/or any termination or cancellation of this Agreement.

(k) ADDITIONAL DOCUMENTS. The terms, provisions, conditions and instructions set forth in this Agreement are approved and accepted in their entirety. The parties agree to execute such additional documents or instruments as may be necessary to carry out the herein contemplated transaction. All parties signing this Agreement hereby acknowledge receipt of a copy of this Agreement.

(l) ATTORNEY'S FEES. If any action or proceeding is commenced by either party to enforce their rights under this Agreement or to collect damages as a result of the breach of any of the provisions of this Agreement, the prevailing party in such action or proceeding, including any bankruptcy, insolvency or appellate proceedings, shall be entitled to recover all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, in addition to any other relief awarded by the court. The provisions of this Section will survive the Closing or the termination of this Agreement.

(m) ASSIGNMENT OF BUYER'S INTEREST. Buyer may not assign his, her, their and/or its right, title, or interest in this transaction without the express prior written consent of Seller, which may be withheld in the sole and absolute discretion of Seller. Any assignment made without Seller's consent shall be void.

(n) TITLES, HEADINGS, AND CAPTIONS. All titles, headings, and captions used in this Agreement have been included for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement.

(o) SEVERABILITY. In the event that any portion of this Agreement shall be judicially determined to be invalid or unenforceable to any extent, the same shall to that extent be deemed severable from this Agreement and the invalidity or unenforceability thereof shall not affect the validity and enforceability of the remaining portion of this Agreement. The remainder of this Agreement shall remain in full force and effect and shall be construed to fulfill the intention of the parties hereto.

(p) FACSIMILE TRANSMISSIONS. In the event that Buyer and/or Seller transmits signed documents via facsimile ("fax") transmission, Buyer and/or Seller and/or each of them agrees to accept and instructs Escrow Holder to accept such transmitted documents for all purposes as if it were signed original documents. Buyer and Seller agree to deliver or cause to be delivered to Escrow Holder the signed originals of each faxed document within seventy-two (72) hours following the fax transmission thereof. Faxed, non-original documents may not be accepted by the County Recorder for recordation and, as such, the parties agree to timely submit originals of all documents requiring recordation or as otherwise reasonably requested by Escrow Holder or the other party hereto.

(q) NOTICES. Contact information for the parties is shown on the first page of this Agreement. All notices and other communications hereunder shall be in writing and shall be deemed given: (a) upon receipt if delivered personally (unless subject to clause (b)) or if mailed by registered or certified mail return receipt requested, postage prepaid; (b) at 5:00 p.m. local time on the business day after dispatch if sent by a nationally recognized overnight courier; or (c) upon the completion of transmission if transmitted by facsimile or email. Any change of address must be in writing.

(r) PARTIES REPRESENTED BY COUNSEL. The parties acknowledge that they have had the opportunity to be represented in negotiations for and in the preparation of this Agreement by counsel of their choice, they have read this Agreement, and that they are fully aware of the contents of this Agreement and of its legal effect.

(s) WAIVER OF TRIAL BY JURY. Seller and Buyer, to the extent they may legally do so, hereby expressly waive any right to trial by jury of any claim, demand, action, cause of action, or proceeding arising under or with respect to this Agreement, or in any way connected with, or related to, or incidental to, the dealings of the parties hereto with respect to this Agreement or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and irrespective of whether sounding in contract, tort, or otherwise, To the extent they may legally do so, Seller and Buyer hereby agree that any such claim, demand, action, cause of action, or proceeding shall be decided by a court trial without a jury and that any party hereto may file an original counterpart or a copy of this Section with any court as written evidence of the consent of the other party or parties hereto to waiver of its or their right to trial by jury.

(t) ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought.

(u) RECORDING. This Agreement may not be recorded by any party hereto.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date set forth above.

<p><u>SELLER:</u></p> <p>TRITEX REAL ESTATE ADVISORS, INC. a Delaware corporation</p> <p>By: _____</p> <p>Name: Chad DeFoor</p> <p>Title: Vice President</p>	<p><u>BUYER:</u></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
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Acceptance by Escrow Holder

Escrow Holder acknowledges receipt of the foregoing Agreement on the date set forth below, and accepts the instructions contained therein.

ESCROW HOLDER:

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A – LEGAL DESCRIPTION

Land being located in Shelby County, Tennessee, being described as follows:

Lot 4, Hargrove Heights Subdivision (Plat Book 40, Page 71, Shelby County Register's Office) and Lots 1 and 2, Third Addition to Hargrove Heights Subdivision (Plat Book 45, Page 13, Shelby County Register's Office); being more particularly described as follows:

Beginning at a point in the west line of Trezevant Street, a distance of 36.62 feet southwardly, as measured along the west line of Trezevant Street, from its tangent intersection with the southerly line of Frayser Boulevard; thence South 00 degrees 07 minutes 04 seconds West along the west line of Trezevant Street a distance of 834.63 feet to a point; thence southwestwardly along a curve to the right having a radius of 25 feet, an arc distance of 39.27 feet to a point in the north line of Hargrove Avenue; thence North 89 degrees 53 minutes 18 seconds West along the north line of Hargrove Avenue a distance of 185.53 feet to a point in the east line of Brookmeade North Subdivision (Plat Book 29, Page 30, Shelby County Register's Office); thence North 00 degrees 42 minutes 57 seconds West along the east line of said subdivision, a distance of 789.29 feet to a point in the southerly line of Frayser Boulevard; thence North 64 degrees 22 minutes 19 seconds East along the southerly line of Frayser Boulevard a distance of 209.86 feet to a point; thence southeastwardly along a curve to the right having a radius of 23 feet an arc distance of 46.46 feet to the Point of Beginning.

Being the same property conveyed to TRITEX REAL ESTATE ADVISORS, INC., a Delaware corporation, by Successor Trustee's Deed of record as Instrument No. 10003673, Register's Office for Shelby County, Tennessee.

EXHIBIT B

PRELIMINARY TITLE REPORT ("PTR")

(provided separately)

EXHIBIT C

ESCROW HOLDER'S WIRING INSTRUCTIONS

Wire to: First American Trust, FSB
5 First American Way
Santa Ana, CA
ABA Routing # 122241255
Bank Acct. # 3015500000

For final credit: First American Title Ins. Co.
National Commercial Services – Escrow Account
24 Greenway Plaza, Suite 850
Houston, Texas 77046

REFERENCE: NCS-428287-HOU1, Buena Vista Apartments, Memphis, TN

EXHIBIT D

GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT ("**Assignment**") is executed by TriTex Real Estate Advisors, Inc., a Delaware corporation ("**Seller**"), and _____ ("**Buyer**"), with reference to the following facts:

A. Seller and Buyer have entered into that certain Purchase and Sale Agreement dated as of _____, 20__ ("**Purchase Agreement**"), in which Seller has agreed to sell and Buyer has agreed to purchase the real property described in Exhibit "A" attached thereto and the improvements located thereon (collectively, the "**Property**").

B. Pursuant to the Purchase Agreement, Seller has agreed to assign, without recourse, representation or warranty, to Buyer all of Seller's right, title and interest (i) in and to any plans, specifications, reports, licenses, permits, entitlements, surveys, maps, agreements and contracts relating to the Property in Seller's possession and to the extent assignable (collectively, the "**Contracts and Documents**") subject to any rights of consent as provided therein, and (ii) all Tenant Leases and occupancy agreements demising space in or providing for the use or occupancy of the Property and any amendments or modifications thereto (collectively, the "**Tenant Leases**").

THEREFORE, for valuable consideration, Seller and Buyer agree as follows:

1. **Assignment.** Seller hereby assigns, sells and transfers to Buyer, without recourse and without representation or warranty, and subject to the encumbrances set forth in the Special Warranty Deed from Seller to Buyer of even date herewith, all of Seller's right, title and interest, if any, in and to (i) the Contracts and Documents (subject to any rights of consent as provided therein), and (ii) the Tenant Leases, along with only those refundable Security Deposits in Seller's possession.

2. **Assumption.** Buyer hereby accepts such assignment and assumes all of the benefits and obligations of the Tenant Leases (including without limitation, all obligations with respect to any Security Deposits and interest thereon in accordance with the terms of the Tenant Leases), and the Contracts and Documents, and agrees to perform all of the covenants and obligations of lessor under the Tenant Leases and any obligations of Seller under such Contracts and Documents. Buyer further agrees to indemnify, defend and hold Seller harmless from and against any and all cost, loss, harm or damage which may arise under the Tenant Leases and such Contracts and Documents from and after the date hereof; provided, further that Buyer shall indemnify, defend and hold Seller harmless from and against any and all cost, loss, harm or damage which may arise out of or in connection with any claim or loss for any Security Deposit in connection with any Tenant Lease, without reference to whether such Security Deposit was delivered to Buyer or was credited to Buyer at the closing.

3. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument.

4. **Miscellaneous.** This Assignment shall be binding on the parties and their respective successors and assigns. The headings to paragraphs of this Assignment are for convenient reference only and shall not be used in interpreting this Assignment.

5. **Governing Law.** This Assignment shall be governed by and interpreted in accordance with the laws of the state in which the Property is located applicable to contracts made and to be wholly performed in such state, without regard to conflicts or choice of law rules that would result in the application of other laws.

Dated this _____ day of _____, 20__.

<p><u>SELLER:</u></p> <p>TRITEX REAL ESTATE ADVISORS, INC. a Delaware corporation</p> <p>By: _____</p> <p>Name: Robert Keeler</p> <p>Title: Vice President</p>	<p><u>BUYER:</u></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
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EXHIBIT E

BILL OF SALE

For good and valuable consideration, the receipt of which is hereby acknowledged, TriTex Real Estate Advisors, Inc., a Delaware corporation ("**Seller**"), does hereby quitclaim to _____ ("**Buyer**") any and all Personal Property (as defined in the Purchase and Sale Agreement dated _____ between Seller and Buyer).

Seller has executed this Bill of Sale and quitclaimed the Personal Property and Buyer has accepted this Bill of Sale and purchased the Personal Property **AS IS AND WHEREVER LOCATED, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER NATURE, EXPRESS, IMPLIED, OR STATUTORY, IT BEING THE INTENTION OF SELLER AND BUYER TO EXPRESSLY NEGATE AND EXCLUDE ALL WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, ANY RIGHTS OF BUYER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION, ANY CLAIM BY BUYER FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN WITH RESPECT TO THE PERSONAL PROPERTY, WARRANTIES CREATED BY AFFIRMATION OF FACT OR PROMISE AND ANY OTHER WARRANTIES CONTAINED IN OR CREATED BY THE UNIFORM COMMERCIAL CODE AS NOW OR HEREAFTER IN EFFECT IN THE STATE IN WHICH THE PERSONAL PROPERTY IS LOCATED, OR CONTAINED IN OR CREATED BY ANY OTHER LAW.**

Dated this _____ day of _____, 20____.

<p><u>SELLER:</u></p> <p>TRITEX REAL ESTATE ADVISORS, INC. a Delaware corporation</p> <p>By: _____</p> <p>Name: Robert Keeler</p> <p>Title: Vice President</p>	<p><u>BUYER:</u></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
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