

AUCTION REAL ESTATE SALES CONTRACT

THIS CONTRACT, made this the 21st day of June, 2007, by and between Joe V. Dillard (Seller) and _____ (Purchaser).

Purchaser agrees to purchase from Seller the following property (s) per the terms and conditions herein:

Property Description: **15 Century Drive Greenville, SC 29607-1554
+/- 4,856 sq. ft. free-standing office building on +/- 0.82 acres
Greenville County, SC Tax Map #: 0193.03-02-009.03**

1. **AGREEMENT TO PURCHASE.** In consideration of the Earnest Money Deposit, the mutual covenant herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell to Purchaser, by General Warranty Deed, and Purchaser agrees to purchase from Seller, pursuant to the terms and conditions hereinafter set forth, the real property described above, located in the County of Greenville, State of South Carolina, and as shown on Exhibit "A" attached herein (the "Property").

2. (a) **TOTAL CONTRACT PRICE**.....\$ _____
(Including Buyer's Premium)

- (b) **EARNEST MONEY DEPOSIT (10% of the Total Contract Price listed above)**..... (\$ _____)
(In U.S. Funds, to be held in a non-interest bearing escrow account by Escrow Agent)

- (c) **BALANCE OF PURCHASE PRICE:**\$ _____
(In U.S. Funds, due at closing not including Purchaser's closing costs, financing costs, or any other fees incurred by Purchaser prior to closing.)

3. **CLOSING.** Closing shall be at the office of Purchaser's Attorney (required to be in Spartanburg County, SC) on or before **5:00 PM, Monday, July 23rd, 2007** (the "Closing Date"). At Closing, Seller shall deliver to Purchaser a General Warranty Deed, which shall convey fee simple title to the Property. Possession of the Property shall be granted at closing. Time is of the essence in this Contract.

4. **TAXES AND OTHER PRORATIONS.** The current year's property taxes and assessments, if applicable, shall be prorated at closing. Purchaser shall be responsible for all rollback taxes, if any.

5. **CLOSING COSTS.**
(a) *Seller's Costs.* At Closing, Seller shall pay the costs of deed stamps, real estate commissions, and the release of any mortgages or liens on the Property.

(b) *Purchaser's Costs.* At Closing, Purchaser shall pay for the deed preparation, recording fees, and all other costs that may be involved in closing the sale. (title search, financing costs, other closing costs, etc.) Any roll back taxes, if applicable, shall be paid for by the Purchaser. Should Purchaser desire an Owner's Policy of Title Insurance, it shall be at Purchaser's option and expense. Purchaser shall pay for the Phase I Environmental Assessment Fee (\$1,400.00) and also for the Survey Fee (\$450.00) .

6. **TERMS.** This is a Cash sale with the nonrefundable Earnest Money Deposit (see Section 2b) due on Auction Day and the balance due at closing on or before **5:00 PM, Monday, July 23rd, 2007**. **THIS SALE IS NOT CONTINGENT UPON FINANCING.**

PURCHASER ACKNOWLEDGES AND AGREES THAT PURCHASER'S OBLIGATIONS UNDER THE CONTRACT ARE NOT CONTINGENT UPON PURCHASER OBTAINING A LOAN FROM ANY LENDER. ACCORDINGLY, PURCHASER SHALL BE OBLIGATED TO PERFORM ITS OBLIGATIONS UNDER THE CONTRACT WHETHER OR NOT PURCHASER CAN OBTAIN A LOAN TO FINANCE THE PURCHASE OF THE PROPERTY.

7. **EARNEST MONEY DEPOSIT.** Purchaser and Seller hereby acknowledge and agree that The Lyons Group, LLC (Escrow Agent) shall hold and deliver the Earnest Money Deposit, in accordance with the terms and conditions of this Contract, and that Escrow Agent shall be relieved of all liability and held harmless by both Seller and Purchaser in the event Escrow Agent makes a disbursement of the Earnest Money Deposit in accordance with the terms and provisions of this Contract provided that Escrow Agent exercises ordinary and reasonable care in the discharge of said duties.

8. **DISCLAIMER OF WARRANTIES; "AS-IS" CONVEYANCE.**

PURCHASER WARRANTS AND ACKNOWLEDGES TO AND AGREES WITH SELLER, BROKER AND AUCTIONEER THAT PURCHASER IS PURCHASING THE PROPERTY IN AN "AS-IS, WHERE IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER, FROM OR ON BEHALF OF THE SELLER.

Purchaser further acknowledges that it is Purchaser's responsibility to make such legal, factual and other inquiries and investigations as Purchaser deems necessary, desirable or appropriate with respect to the Property. Purchaser (s) acknowledge(s) that they have executed this contract based solely on their own independent due diligence investigations and findings, and not in reliance on any information provided by SELLER, BROKER, AUCTION COMPANY or their affiliates, agents, officers, employees or representatives. Purchaser acknowledges that Purchaser has not relied, and is not relying, upon any information, document, sales brochures or other literature, maps or sketches, projection, pro forma, statement, representation, guarantee or warranty (whether express or implied, oral or written, material or immaterial) that may have been given by or made by or on behalf of the Seller or the Auctioneer.

Purchaser shall look only to Seller, and not to Auction Company, as to all matters regarding this Agreement and the Property. The Auction Company shall not be responsible or liable in any way if the Seller fails or refuses to or cannot close title hereunder.

9. **PROPERTY INSPECTION.** It is the Purchaser's sole responsibility to perform all inspections (physical, legal, economic, environmental, archeological or otherwise) on the Property and to be satisfied as to its condition prior to making an offer on the Property; review all property information and due diligence materials; independently verify any information they deem important including information available in public records; and inquire of public officials as to the applicability of and compliance with land use and environmental laws, building ordinances, zoning, health & safety codes, and any other local, state or federal laws and regulations.

Purchaser is responsible for the costs of all inspections, engineering reports, including any other work performed at Purchaser's request and Purchaser shall pay for any damage which occurs to the Property as a result of such activities. Purchaser shall not permit any claims or liens of any kind against the Property for inspections, surveys, engineering reports, or for any other work performed on the Property at Purchaser's request. Purchaser agrees to indemnify, protect and hold Seller, Broker and Auction Company harmless against any liability, damage, cost or expense incurred, directly or indirectly, as result of Purchaser's inspection, examination, or survey of the Property, either prior to, on or after the date hereof. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to enforce this section, including Seller's reasonable attorney's fees. Purchaser agrees to repair any damage caused by such inspections and to restore the Property to its condition prior to the inspection. This provision shall survive the closing and any termination of this Contract.

10. **TITLE.**

(a) Purchaser hereby agrees to accept title to the Property subject to (i) all standard exclusions and printed exceptions set forth in the standard South Carolina form owner's policy of title insurance, including all matters that would be disclosed by a current and accurate survey and visual inspection of the Property; (ii) liens for taxes not yet due and payable; (iii) applicable rollback taxes, if any; (iv) easements for public utilities affecting the Property; and (v) all other recorded easements, claims, covenants, restrictions, encumbrances, and rights-of-way affecting the Property.

(b) Seller covenants that it will not voluntarily create or cause a lien or encumbrance to attach to the Property between the date of this Contract and Closing, except as may be necessary, in Seller's sole reasonable discretion, in its ordinary course of business with respect to the Property or in its normal operation of the Property, and which shall be released at or prior to Closing.

(c) Seller will convey any mineral, water, oil, and gas rights appurtenant to the Property and actually owned by Seller, if any.

11. **FIXTURES AND PERSONAL PROPERTY.** All personal property currently inside the building will be conveyed with the real estate at closing.

12. TITLE DEFECTS. If a title defect is discovered, then the Purchaser shall notify the Seller no later than five (5) days from the date of discovery of such defect in title, pursuant to Paragraph 17 of this Contract. Seller shall have sixty (60) days, from the date of notification from Purchaser, to cure such title defect. If Seller is unable or unwilling to cure such title defect as herein provided, Purchaser shall have the option to waive such title defect and close on the Property, or if Purchaser chooses not to waive such defect by written notice to Seller, this Contract shall be terminated without liability to either party and the Earnest Money Deposit shall be returned to Purchaser.

13. COMMISSIONS.

(a) BROKERAGE. Purchaser warrants and represents that Purchaser [] is [] is not represented by a Buyer's Broker in this transaction. If Purchaser is represented by a Buyer's Broker, the Buyer's Broker's name and address are:

The Buyer's Broker must have performed all requirements of the Buyer Broker Guidelines and executed a Broker Registration form provided by the Auction Company. Failure to properly register or comply with the provisions of the Guidelines will disqualify the Buyer's Broker from receiving any commission.

Purchaser further warrants and represents that Purchaser has not contacted or communicated with any other real estate agent or broker about the possible purchase of the Property other than Auctioneer or the Buyer's Broker named above, and that to the best of Purchaser's knowledge there are no brokerage fees, commissions or sums due to any other broker or real estate agent. Purchaser shall indemnify Seller, Broker, Auctioneer, and Auction Company against the claims of any real estate agent or broker not properly registered with Auctioneer, including any attorney's fees incurred by Seller or Auction Company as a result of such claim. This provision shall survive the closing and termination of this Contract.

(b) BROKERAGE COMMISSIONS. Upon the closing of the transaction contemplated herein, Seller shall pay Auction Company a commission pursuant to the terms of a separate agreement. If a Buyer's Broker is properly licensed and registered with the Auction Company, then at closing, the Buyer's Broker shall be paid a commission of Three (3%) of the high bid price by Auction Company.

(c) AGENCY DISCLOSURE. AUCTIONEER HAS ACTED AS AGENT FOR SELLER IN THIS TRANSACTION AND IS TO BE PAID A COMMISSION BY SELLER PURSUANT TO A SEPARATE WRITTEN AGREEMENT BETWEEN SELLER AND AUCTIONEER. BUYER'S BROKER IS NOT A SUBAGENT OF AUCTIONEER.

14. BREACH OF CONTRACT BY SELLER. If Seller defaults in the performance of any of its obligations pursuant to this Agreement and closing fails to occur by reason thereof, Purchaser may terminate this Agreement and receive the Deposit, together with any interest accrued thereon, if any, or seek specific performance of this Agreement. In no event shall Seller, Auctioneer, or Auction Company be liable for any damages including special, incidental or consequential damages, or economic loss and/or attorney fees.

15. BREACH OF CONTRACT BY PURCHASER. In the event the purchase and sale contemplated in this Contract is not consummated as a result of Purchaser's default, Purchaser's Earnest Money Deposit shall be forfeited to Seller, and Seller shall have all rights as allowed by law to file for damages, specific performance, or cancellation of this transaction, with Purchaser to be responsible for all costs of suit, including reasonable attorney's fees and court costs.

16. CASUALTY. Except as herein provided, all risk of loss with respect to damage to the Property shall be borne by Seller until the Date of Closing; thereafter, all risk of loss shall be borne by Purchaser. In the event that the Property is, in the opinion of Seller, significantly damaged or is destroyed by fire or other casualty or hazard prior to Closing, Seller shall have the option to restore the Property to its pre-casualty condition or to cancel this Contract and Purchaser's Earnest Money Deposit shall be returned as a complete and final settlement to Purchaser of all Seller's obligations hereunder. Should Seller desire to restore the Property to its pre-casualty condition, Seller shall so notify Purchaser and thereafter have 120 days to complete such restoration, with the Closing Date to be postponed accordingly.

17. NOTICES. All notices under this Contract shall be deemed delivered when personally delivered or mailed postage prepaid, certified or registered mail, return receipt requested, or when delivered by a courier service to the addresses set forth next to the signature of each party below. A copy of all notices given hereunder shall be delivered to Auctioneer and Escrow Agent.

18. **ENTIRE AGREEMENT.** This written Contract and Exhibits attached hereto and made a part of this Contract signed by Purchaser constitute the entire and complete agreement between the parties hereto and supersede any prior oral or written agreements between the parties with respect to the Property. This Contract may not be amended, altered, modified or discharged except by an instrument in writing signed by the Purchaser and Seller.
19. **HEADINGS.** The paragraphs or section headings herein are for convenience of reference only and shall not be deemed to vary the content of this Contract or the covenants, agreements, representations, and warranties herein, set forth, or limit the provisions or scope thereof.
20. **SEVERABILITY.** The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision set forth herein.
21. **ASSIGNMENT.** Purchaser may not assign this Contract or Purchaser's rights hereunder without the prior written consent of Seller, which consent may be given or withheld in Seller's sole discretion.
22. **BINDING EFFECT.** This Contract shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, personal representatives, legal representatives, heirs and assigns.
23. **COUNTERPARTS.** The Contract may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document.
24. **ACKNOWLEDGEMENT.** The undersigned ("Purchaser") certifies that he or she is of legal age and has full legal capacity and authority to understand, execute and deliver this contract on behalf of himself or herself. If Purchaser is purchasing the Property on behalf of a for-profit entity, non-profit organization, or public agency, the Purchaser is executing this contract on behalf of such entity and Purchaser certifies to Seller that Purchaser has the authority to execute this contract on behalf of such entity, and that such entity shall be bound by the matters contained herein.
25. **ATTACHMENTS / EXHIBITS.** The following Attachments/Exhibits are attached hereto and fully incorporated herein by reference for all purposes.

Exhibit "A" – **Property Survey**

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, as of the day and year first above written.

WITNESS:

SELLER:

Joe V. Dillard

WITNESS:

PURCHASER:

Signature _____

Print Name: _____

As Its: _____

Social Security No. _____