**REAL ESTATE PURCHASE AGREEMENT**

All States Equity Group LLC and/or assigns (“Buyer”) agrees to buy, and Mahlon Driver\_\_\_\_Seller”) agrees to sell, the real and personal property described below (the “Property”):

1. **Description.** The Property is described as follows:

Street Address: 800 NORA drive,Newbern TN 38059

Tax Parcel Information: Will be provided before closing.

Commonly known as (property name): 800 NORA drive,Newbern TN 38059

2. **Purchase Price.**   
  
A. The agreed price for the Properties shall be **(**580,000.00**)** payable in cash or other immediately available funds at the Closing.

B. The agreed Broker Commission is a \_0\_% of the agreed price shall be, **($0**payable in cash or other immediately available funds at the Closing. If applicable

C. The aggregate purchase price for the Properties shall be 580,000.00 payable in cash or other immediately available funds at the Closing.

3. **Closing Agent.** The closing agent shall be \_\_TBD\_\_\_\_\_. The closing agent shall disburse the earnest money at the closing and perform any other duties agreed in writing among Buyer, Seller, and the closing agent. The closing agent shall not be liable, except for gross negligence or intentional misconduct, for any matter related to the performance of duties in connection with this Agreement.

4. **Earnest Money.** Buyer will pay to the closing agent a deposit of undefined toward the purchase price within 10 business days after all due diligence documents have been received. At the end of the Buyers' Inspection Period, provided Buyer, in its sole discretion has elected to proceed, the Deposit shall be credited to the Purchase Price upon close of the transaction. The decision to proceed or not to proceed shall be in the sole discretion of Buyer. In the event Buyer elects to proceed then the Deposit shall be deemed to non-refundable. Should Buyer prior to the date of expiration of Buyers' conditions, notify Escrow of its election not to proceed, then the Deposit shall forthwith be returned to Buyer within 72 business hours and all agreements (including, without limitation, this letter agreement) between Buyer and Seller with respect to the Property shall expire and terminate without further liability, duty or obligation.

Buyer and Seller agree that should Buyer default on buyer’s obligations under the Purchase Agreement, then Escrow holder shall disburse to Seller all of the Deposit, as liquidated damages as Sellers’ sole and exclusive remedy. Buyer and Seller agree that should Seller fail to convey the Property to Buyer for any reason, not the fault of the Buyer, the Escrow Holder will immediately return the Deposit to Buyer and Buyer shall have the right to pursue all available rights and remedies against Seller, up to and including a suit for specific performance to compel Seller to complete the transaction.

5. **Closing.** The Closing (“Closing”) shall be within (45) days after the expiration or wavier of the Due Diligence Period or the Extension Period, whatever the case may be (“Closing Date”); provided, however, Buyer shall have the right to accelerate the Closing Date by giving Sellers (5) days prior written notice. Real estate taxes, rents, dues, fees, and expenses relating to the Property for the year in which the sale is closed shall be prorated as of the date of closing. Taxes for prior years shall be paid by Seller.

6. **Closing Costs.** Seller shall pay all existing loans affecting the Property. Buyer pays buyers closing cost and seller pays sellers closing costs.

7. **Financing.** Seller hereby acknowledges, understands, and agrees that this Agreement is contingent upon Buyer obtaining financing that is sufficient in the sole discretion and opinion of the Buyer. If the Buyer is unable to obtain said financing by the Closing Date, as defined herein, this Agreement shall be terminated and any Earnest Money, including any additional earnest money, shall be returned to the Buyer

8. **Warranty Deed.** Seller represents and warrants to Buyer that fee title to the Property is now vested as follows: Warranty Deed. That Seller is duly authorized and empowered (either in Seller’s individual capacity or on behalf of other(s) to execute this Agreement and any subsequent Purchase Agreement, and the execution hereof shall not result in any breach of, or constitute a default under, any contract or other agreement to which Seller is a party. Personal property and, if any, are to be conveyed by Bill of Sale and titles at close of escrow. At Closing, the parties shall also enter into an assignment and assumption of all leases, intangible property, permits, approvals, warranties, surveys, and reports regarding the Property. The personal property, if any, are included in the Purchase Price and shall be free of encumbrances.

9. **Inspection.**

**A:** Buyer, shall have the right, at Buyer’s cost, to enter onto the Property to make or have made any inspection deemed necessary to judge the physical condition of the Property, including but not limited to the environmental and structural condition of the Property. Buyer shall have Forty-five (45) business days following the Effective Date to inspect the Property and deliver to Seller, a written statement approving, in Buyers’ sole discretion, the physical condition of the Property based on this inspection.

**Due Diligence documents required.**

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| * Current rent roll that has a schedule of all tenants deposits, move-in dates, move-out dates, fees, incentives offered (if any) and current balances for all tenants |
| * All rental agreements, leases |
| * Service contract and all other written contracts or agreements which affect the Property |
| * P&L/ Operating Statements (income and expense) of the Property for the last 2 years |
| * Bank Statements Last 3-6 Months |
| * Tax Returns Last 2-3 Years |
| * Utility bills last 3 months |
| * Property tax bills last 2 years |
| * List of all personal property to be conveyed to Buyer |
| * Current monthly billing statement for each vendor/service provider providing monthly or regular service |
| * List of all capital improvements and costs performed during the previous 12 months for anything over $500 |
| * Schedule of salary, compensation and benefits paid to any on site or off site staff |
| * Copy of all Licenses and Permits affecting the Property |
| * Copies of any notices received by Seller during the term of Seller's ownership pertaining to any violations of laws, ordinances, statutes and/or codes; |
| * Copies of any notices of current or past litigation relating to the Property during the term of Seller's ownership |
| * Copies of any existing ALTA Survey map and Phase 1 Environmental Report (if you have one) |

**B:** Within ten (10) days after the Ratification Date of this agreement Buyer shall make a written request of Seller to deliver all documents and materials needed from Seller for inspection and evaluation. The **Effective Date** of this agreement shall be the date whereupon Buyer receives all requested due diligence documents and materials from seller. After all documents and materials have been delivered to Buyer, Buyer will have Forty-five (45) business days to review and deliver to Seller a statement approving the documents or Buyer’s decision to cancel this Agreement. If Seller does not receive written/email/text approval notification by Buyer within Forty-five (45) business days after the Effective Date of this agreement of their intent to continue with the transaction, that will be considered notice of Buyer’s intent to cancel. Contract will be null and void, and Buyer Earnest Money Deposit promptly returned to Buyer.

**C:** In the event that any Third Party Reports are required by Buyer or Buyer’s lender, and these Third Party Reports are not completed during this initial Forty-five (45) day inspection period, the inspection period will automatically be extended for an additional thirty (30) day period and Buyer shall have the same rights of cancellation as Buyer has during the initial Forty-five (45) day inspection period above.

**D**: EXTENSION PERIOD. Buyer shall have the right to extend the Due Diligence Period for one (1) additional thirty (30) day period (“Extension Period”) by delivering, within 48 hours prior to the expiration of the Due Diligence Period, (i) written notice of extension to Seller, together with a nonrefundable (except in the case of Seller’s default or as may otherwise expressly be provided in this Agreement) Additional Escrow deposit (the “additional Escrow deposit”) of undefined to the Escrow Agent, which shall be applied as a credit against the Purchase Price at Closing. It is agreed that if the Extension Period is taken as a result of the Lender’s requirement for an additional Environmental Assessment, as set forth below, then the same may be taken by giving written notice as set forth herein, but the undefined Additional Escrow deposit shall not be due and payable as a result of the Environmental Site Assessment. The Additional Escrow deposit shall be applied in payment of the Purchase Price at closing.

10. **Binding Effect of this Agreement.** This Agreement shall be for the benefit of, and be binding upon, the parties, their heirs, successors, legal representatives and assigns. It constitutes the entire agreement between the parties. No modification of this Agreement shall be binding unless signed by both Buyer and Seller.

11. **Governing Law.** This Agreement shall be interpreted in accordance with the laws of Tennessee.

12. **Cooperation.** Buyer and Seller agree to take promptly all actions reasonably necessary to carry out the responsibilities and obligations of this Agreement.

13. **Risk of Loss.** The risk of casualty loss or damage to the Property shall be borne by the Seller until transfer of title. If a casualty loss prior to closing exceeds 10% of the purchase price, either Seller or Buyer may elect to terminate this Agreement with a refund of earnest money to Buyer.

14. **Other Terms.** The following terms and conditions supplement or supersede other provisions of this Agreement: \_\_\_

15. **Liquidated Damages.** If Buyer fails to complete the purchase of the Property as provided by this Agreement by reason of any default of Buyer, Seller shall be released from its obligation to sell the Property to Buyer and may proceed against Buyer upon any claim or remedy which Seller may have in law or equity. However, Buyer and Seller hereby acknowledge and agree by their initials below that it would be impractical to fix or establish the actual damage sustained by Seller as a result of such a default by Buyer, and that the amount of the Initial Deposit is a reasonable approximation thereof. Accordingly, if Buyer fails to complete the purchase due to Buyer’s default, the Deposit shall constitute and be deemed to be the agreed upon damages of Seller and shall be paid by Buyer to Seller. Seller agrees to waive all other remedies against the Buyer that Seller might otherwise have in law or equity by reason of such default by Buyer.

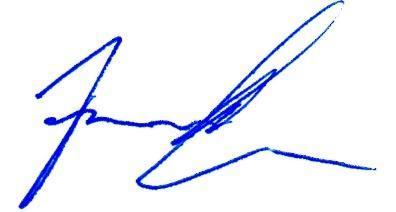
16. **Survival of Agreement:** This Agreement shall survive the closing, execution and delivery of the Warranty Deed, as agreed herein by the undersigned. Buyer intends to buy, sell, rent or trade for a profit.

17. **Assignment:** Parties hereto agree that Buyer shall have the right to assign this Agreement and the terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their successors, representatives, heirs and assigns.

18. **Termination of Offer.** Unless accepted by Seller and delivered to Buyer within **seven (7)** calendar days of Date of Offer, this Purchase Agreement shall be null and void and all parties shall be released of any and all liability or obligations.

AGREED AND ACCEPTED BY BUYER AND SELLER:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Seller:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



Date: 4/1/2022 Buyer: Javier Hinojo