

PURCHASE AND SALE AGREEMENT

Offer Date: 1/28/2025



2025 Printing

A. KEY TERMS AND CONDITIONS

1. Purchase and Sale. The undersigned buyer(s) ("Buyer") agree to buy and the undersigned seller(s) ("Seller") agree to sell the real property described below including all fixtures, improvements and landscaping therein ("Property") on the terms and conditions set forth in this Agreement.

a. Property Identification: Address: 5277 BRENTWOOD Road
City Atlanta, County Clayton - GA, Georgia, Zip Code 30349
MLS Number: 7509102 Tax Parcel I.D. Number: 13-0072D-00H-001

b. Legal Description: The legal description of the Property is [select one of the following below]:

- ☐ (1) attached as an exhibit hereto;
☐ (2) Condominium (attach F204 Condominium Resale Purchase and Sale Exhibit)
☒ (3) the same as described in Deed Book 13722, Page 517, et. seq., of the land records of the above county; **OR**
☐ (4) Land Lot(s) _____ of the _____ District, _____ Section/ GMD, Lot _____, Block _____, Unit _____, Phase/Section _____ of _____ Subdivision/Development, according to the plat recorded in Plat Book _____, Page _____, et. seq., of the land records of the above county.

2. Purchase Price of Property to be Paid by Buyer.
\$210,000.00

3. Closing Costs.
Seller's Contribution at Closing: \$9,500.00

4. Closing Date and Possession.
Closing Date shall be 2/28/2025 with possession of the Property transferred to Buyer
☒ upon Closing **OR** ☐ _____ days after Closing at _____ o'clock ☐ AM **OR** ☐ PM (attach F219 Temporary Occupancy Agreement).

5. Closing Law Firm ("Closing Attorney"). Perrie & Associates, LLC **Phone Number:** (770) 579-2700

6. Holder of Earnest Money ("Holder"). (If Holder is Closing Attorney, F510 must be attached as an exhibit hereto, and F511 must be signed by Closing Attorney.) Perrie & Associates, LLC

7. Earnest Money. Earnest money will be paid to Holder in a method of payment acceptable to the Holder.

- ☐ a. \$ _____ as of the Offer Date.
☒ b. \$2,000.00 within 5 days from the Binding Agreement Date.
☐ c. _____.

8. Inspection and Due Diligence.

- a. Due Diligence Period:** Property is being sold subject to a Due Diligence Period of 7 days from the Binding Agreement Date.
b. Option Payment for Due Diligence Period: In consideration of Seller granting Buyer the option to terminate this Agreement, Buyer:
(1) has paid Seller \$10.00 in nonrefundable option money, the receipt and sufficiency of which is hereby acknowledged; plus
(2) shall pay directly to Seller additional option money of \$ _____ by ☐ check ☐ ACH or ☐ wire transfer of immediately available funds either ☐ as of the Offer Date; **OR** ☐ within _____ days from the Binding Agreement Date. Any additional option money paid by Buyer to Seller ☐ shall (subject to lender approval) or ☐ shall not be applied toward the purchase price at Closing and shall not be refundable to Buyer unless the Closing fails to occur due to the default of the Seller.

9. Lead-Based Paint. To the best of Seller's knowledge, the residential dwelling(s) on the Property (including any portion thereof or painted fixture therein) ☐ was (attach F316 Lead-Based Paint Exhibit) **OR** ☒ was not built prior to 1978.

10. Brokerage Relationships in this Transaction.

- a. Buyer's Broker is** Kindred Real Estate, LLC **and is:**
(1) ☒ representing Buyer as a client.
(2) ☐ working with Buyer as a customer.
(3) ☐ acting as a dual agent representing Buyer and Seller.
(4) ☐ acting as a designated agent where:
_____ has been assigned to exclusively represent Buyer.
- b. Seller's Broker is** GK Properties, LLC **and is:**
(1) ☒ representing Seller as a client.
(2) ☐ working with Seller as a customer.
(3) ☐ acting as a dual agent representing Buyer and Seller.
(4) ☐ acting as a designated agent where:
_____ has been assigned to exclusively represent Seller.

c. Material Relationship Disclosure: The material relationships required to be disclosed by either Broker are as follows:
n/a

11. Time Limit of Offer. The Offer set forth herein expires at 11:59 o'clock p.m. on the date 1/30/2025.

Buyer(s) Initials NR AS Seller(s) Initials _____

B. FURTHER EXPLANATIONS TO CORRESPONDING PARAGRAPHS IN SECTION A.

1. Purchase and Sale.

- a. Warranty:** Seller warrants that at the time of Closing Seller will convey good and marketable title to said Property by limited warranty deed subject only to: (1) zoning; (2) general utility, sewer, and drainage easements of record as of the Binding Agreement Date and upon which the improvements (other than any driveway or walkway) do not encroach; (3) declarations of condominium and declarations of covenants, conditions and restrictions of record on the Binding Agreement Date; and (4) leases and other encumbrances specified in this Agreement. Buyer agrees to assume Seller's responsibilities in any leases specified in this Agreement and the Closing of the sale of the Property to Buyer shall not terminate any such leases.
- b. Examination:** Buyer may examine title and/or obtain a survey of the Property and furnish Seller with a written statement of title objections at or prior to the Closing. If Seller fails or is unable to satisfy valid title objections at or prior to the Closing or any unilateral extension thereof, which would prevent the Seller from conveying good and marketable title to the Property, then Buyer, among its other remedies, may terminate the Agreement without penalty upon written notice to Seller. Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Georgia will insure at its regular rates, subject only to standard exceptions.
- c. Title Insurance:** Buyer hereby directs any mortgage lender involved in this transaction to quote the cost of title insurance based upon the presumption that Buyer will be obtaining an enhanced title insurance policy, if such a policy can be issued on the Property or for the Buyer in this transaction.

- 2. Purchase Price to be Paid by Buyer.** The purchase price shall be paid in U.S. Dollars by such method of delivery acceptable to the Closing Attorney including, but not limited to, wire transfer of immediately available funds. Where this Agreement refers to sales price, it shall mean the same thing as the purchase price.

3. Closing Costs.

- a. Seller's Contribution at Closing:** At Closing, Seller shall make the referenced Seller's Monetary Contribution which Buyer may use to pay any cost or expense of Buyer related to this transaction, including without limitation, any compensation obligations of Buyer. Buyer acknowledges that Buyer's mortgage lender(s) may not allow the Seller's Monetary Contribution, or the full amount thereof, to be used for some costs or expenses. In such event, any unused portion of the Seller's Monetary Contribution shall remain the property of the Seller.
- b. Additional Items Paid by Seller:** In addition to the above, the Seller shall also pay the fees and costs of the Closing Attorney: (1) to prepare and record title curative documents; (2) for Seller not attending the Closing in person; and (3) to handle and deliver Seller's payoffs and proceeds.
- c. Items Paid by Buyer:** At Closing, Buyer shall pay: (1) Georgia property transfer tax; (2) the cost to search title and tax records and prepare the limited warranty deed; and (3) all other costs, fees and charges to close or relating to the transaction.
- d. Prorations:** Ad valorem property taxes, community association fees, solid waste and governmental fees and utility bills for which service cannot be terminated as of the date of Closing shall be prorated as of the date of Closing. Notwithstanding any provision to the contrary, in the event ad valorem property taxes are based upon an estimated tax bill or tax bill under appeal, the party who paid less than their pro rata share of taxes to the other party at Closing or collected more than their pro rata share of taxes from the other party at Closing, shall upon the issuance of the actual tax bill or any appeal being resolved, promptly pay the other party the amount necessary to correctly prorate the tax bill. In the event there are tax savings resulting from a tax appeal, third party professional costs to handle the appeal may be deducted from the savings for that tax year before re-prorating. Any pending tax appeal for the year in which the Property is sold shall be deemed assigned to Buyer at Closing. The liability to the county and if applicable, city, in which the Property is located for ad valorem real property taxes for the year in which the Property is sold shall be assumed by Buyer upon the Closing of the Property. Buyer agrees to indemnify Seller against any and all claims of the county and if applicable, city, for unpaid ad valorem real property taxes for the year in which the Property is sold.

4. Closing Date and Possession.

- a. Right to Extend the Closing Date:** Buyer or Seller may unilaterally extend the Closing Date for eight (8) days upon notice to the other party given prior to 8:00 p.m. on the date of Closing if: (1) Seller cannot satisfy valid title objections (excluding title objections that: (a) can be satisfied through the payment of money or by bonding off the same; and (b) do not prevent Seller from conveying good and marketable title, as that term is defined herein, to the Property); or (2) Buyer's mortgage lender (including in transactions where the financing contingency has expired) or the Closing Attorney is delayed and cannot fulfill their respective obligations by the date of Closing, provided that the delay is not caused by Buyer. The party unilaterally extending the Closing Date shall state the basis for the delay in the notice of extension. If the right to unilaterally extend the Closing Date is exercised once by either the Buyer or Seller, the right shall thereafter terminate.
- b. Keys and Openers:** At Closing, Seller shall provide Buyer with all keys, door openers, fobs, access cards, codes and other similar equipment allowing access to the Property, the community, and community amenities. In the event Seller is required to return the above items to a third-party, Seller shall provide Buyer with instructions on how to contact the third-party to obtain such items.
- c. Devices and Fixtures:** Except as set forth above, if a system, device, or fixture conveyed with the Property ("Device") cannot be operated without a specific controller, then not later than time of possession, Seller will provide Buyer with all controllers which are required for the operation of the Devices. Seller will also provide Buyer with all Device credentials, including but not limited to usernames and passwords, for all Devices including access and guest codes OR Seller may reset Devices to factory defaults and provide Buyer with default credentials for all Devices. Seller will terminate Seller's administrative access and any access granted to a third-party. The cost of transferring third-party support to these Devices and confirming that Seller's and/or third-parties' administrative access is terminated is the responsibility of the Buyer.

- 5. Closing Law Firm.** Buyer shall have the right to select the Closing Attorney to close this transaction, and hereby selects the Closing Attorney referenced herein. In all cases where an individual Closing Attorney is named in this Agreement but the Closing Attorney is employed by or an owner, shareholder, or member in a law firm, the law firm shall be deemed to be the Closing Attorney. If Buyer's mortgage lender refuses to allow that Closing Attorney to close this transaction, Buyer shall select a different Closing Attorney acceptable to the mortgage lender. The Closing Attorney shall represent the mortgage lender in any transaction in which the Buyer obtains mortgage financing. In transactions where the Buyer does not obtain mortgage financing, the Closing Attorney shall represent the Buyer in preparing the Closing documents, attempting to clear title of the Property to the satisfaction of the title insurance company, conducting the Closing, disbursing funds according to the settlement statement signed by the parties and Closing Attorney, timely recording deeds and issuing an owner's title insurance policy. Other than those services specifically listed above, nothing herein shall obligate the Closing Attorney to perform other legal services, including, but not limited to, certifying or warranting title of the Property, for the Buyer, except pursuant to a separate engagement agreement signed by the Closing Attorney and the Buyer.
- 6. Holder of Earnest Money.** The earnest money will be paid to Holder in a method of payment acceptable to the Holder. Holder has the right to charge Buyer for any cost associated with receiving of earnest money. Such charge shall be collected separately from the payment of earnest money. The earnest money will be deposited into Holder's escrow/trust account (with Holder being permitted to retain the interest if the account is interest bearing) not later than: (a) five (5) banking days after the Binding Agreement Date hereunder or (b) five (5) banking days after the date it is actually received if it is received after the Binding Agreement Date. If Buyer writes a check or pays with an ACH for earnest money and the same is deposited into Holder's escrow/trust account, Holder shall not return the earnest money until the check or ACH has cleared the account on which the check was written or from which the ACH was sent. In the event any earnest money check is dishonored by the bank upon which it is drawn, or earnest money is not timely paid, Holder shall promptly give notice of the same to Buyer and Seller. Buyer shall have three (3) banking days from the date of receiving the notice to cure the default and if Buyer does not do so, Seller may within seven (7) days thereafter terminate this Agreement upon notice to Buyer. If Seller fails to terminate the Agreement timely, Seller's right to terminate based on the default shall be waived. In the event Holder's bank charges any fees related to Buyer's check being dishonored, Buyer stopping payment, or Buyer's failure to deliver Earnest Money, Holder shall notify the Buyer and the Buyer shall immediately reimburse Holder the cost of the fees in addition to fulfilling their earnest money obligations.
- 7. Earnest Money.**
- a. Entitlement to Earnest Money:** Subject to the paragraph below, Buyer shall be entitled to the earnest money upon the: (1) failure of the parties to enter into a binding agreement; (2) failure of any unexpired contingency or condition to which this Agreement is subject; (3) termination of this Agreement due to the default of Seller; or (4) termination of this Agreement in accordance with a specific right to terminate set forth in the Agreement. Otherwise, the earnest money shall be applied towards the purchase price of the Property at Closing or if other funds are used to pay the purchase price then the earnest money shall be returned to Buyer.
 - b. Disbursement of Earnest Money:** Holder shall disburse the earnest money upon: (1) the Closing of the Property; (2) a subsequent written agreement of Buyer and Seller; (3) an order of a court or arbitrator having jurisdiction over any dispute involving the earnest money; or (4) the failure of the parties to enter into a binding agreement (where there is no dispute over the formation or enforceability of the Agreement). In addition, Holder may disburse the earnest money upon a reasonable interpretation of the Agreement, provided that: 1) Holder first gives all parties at least ten (10) days notice stating to whom and why the disbursement will be made; and 2) no interpretation shall be made by Holder dividing the earnest money between Buyer and Seller. Any party, real estate licensee or any other person having knowledge of or an interest in the disbursement of the earnest money may object to or provide information regarding the proposed disbursement by giving written notice of the same to Holder within the above referenced notice period. Objections not timely made in writing shall be deemed waived. If Holder receives an objection or other information and, after considering it, decides to disburse the earnest money as originally proposed, Holder may do so and send notice to the parties of Holder's action. If Holder decides to modify its proposed disbursement, Holder shall first send a new ten (10) day notice to the parties stating the rationale for the modification and to whom the disbursement will now be made. Holder shall disburse the earnest money to Seller by check in the event Holder: (1) makes a reasonable interpretation of the Agreement that the Agreement has been terminated due to Buyer's default; and (2) sends the required ten (10) day notice of the proposed disbursement to Buyer and Seller. The above-referenced check shall constitute liquidated damages in full settlement of all claims of Seller against Buyer and the Brokers in this transaction. Holder may require Seller to sign a W-9 before issuing a check to Seller for liquidated damages of \$600 or more. Such liquidated damages are a reasonable pre-estimate of Seller's actual damages, which damages the parties agree are difficult to ascertain and are not a penalty.
 - c. Interpleader:** If an earnest money dispute cannot be resolved after a reasonable time, Holder may interplead the earnest money into a court of competent jurisdiction if Holder is unsure who is entitled to the earnest money. Holder shall be reimbursed for and may deduct its costs, expenses and reasonable attorney's fees from any funds interpleaded. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees, court costs and the amount deducted by Holder to cover Holder's costs and expenses from the non-prevailing defendant.
 - d. Hold Harmless:** All parties hereby covenant and agree to: (1) indemnify and hold Holder harmless from and against all claims, injuries, suits and damages (collectively, "Claims") arising out of the performance by Holder of its duties, including Claims caused, in whole or in part, by the negligence of the Holder; (2) not to sue Holder for any decision of Holder to disburse earnest money in accordance with this Agreement.
- 8. Inspection and Due Diligence.**
- a. Buyer's Right to Inspect Property:** Unless otherwise specified herein, the Property is being sold in "as-is" condition with any and all faults. Therefore, Buyer and/or Buyer's representative(s) have the right to carefully inspect the Property to make sure it meets the needs of the Buyer. **If Buyer is concerned that the Property may have been used as a laboratory for the production of methamphetamine, or as a dumpsite for the same, Buyer should review the National Clandestine Laboratory Register – Georgia at www.dea.gov.**

- b. Buyer's Responsibility to Inspect Neighborhood:** In every neighborhood there are conditions which different buyers may find objectionable. Buyer is solely responsible for becoming familiar with neighborhood conditions that could affect the Property such as landfills, quarries, power lines, airports, cemeteries, prisons, stadiums, odor and noise producing activities, crime, schools, zoning and land use, and government and transportation maps and plans. **If Buyer is concerned about the possibility of a registered sex offender residing in a neighborhood in which Buyer is interested, Buyer should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation Website at www.gbi.georgia.gov.** Neither Seller nor Seller's Broker shall have any duty to disclose information about sex offenders in the neighborhood.
- c. Buyer's Inspection Rights Continue through Closing:** Upon prior notice to Seller, Buyer and/or Buyer's representatives shall have the continuing right through Closing to enter the Property at Buyer's expense and at reasonable times to, among other things, and without limitation, conduct inspections, examinations, evaluations, appraisals, surveys and tests, meet contractors and vendors, measure for renovations, determine the condition of the Property and confirm that any agreed upon repairs have been made. Seller shall cause all utilities, systems and equipment to be on and all parts of the house to be accessible, including basements, attics, and crawlspaces so that Buyer may complete all inspections.
- d. Buyer's Inspection Indemnification Obligations:** Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries and damages related to the exercise of the above inspection rights by Buyer and Buyer's representatives, and Buyer shall promptly pay Seller the actual cost to restore any portion of the Property damaged or disturbed from testing or other evaluations to a condition equal to or better than the condition it was prior to such testing or evaluations. **Notwithstanding the above, this indemnification obligation shall not apply to damage resulting from defects in the Property uncovered during the inspection of the Property.**
- e. Due Diligence Period:** If the Property is being sold subject to a Due Diligence Period, then: a) this Agreement shall be an option contract during which time Buyer shall have the option, for any reason or for no reason, to terminate this Agreement upon notice to the Seller given prior to the expiration of the Due Diligence Period, in which case Buyer shall be entitled to a return of Buyer's earnest money without penalty; b) Buyer may, during the Due Diligence Period, seek to amend this Agreement to address any concerns Buyer has with the Property or this Agreement; and c) if Buyer has not terminated this Agreement as set forth above, Buyer shall accept the Property in "as-is" condition, subject to any amendment to this Agreement to address concerns agreed to by the parties.
- f. Seller's Duty to Disclose:** Seller shall disclose to Buyer any and all known latent or hidden defects in the Property that could not be discovered by the Buyer during a reasonably careful inspection of the Property.
- g. Warranties Transfer:** Seller agrees to transfer to Buyer, at Closing, subject to Buyer's acceptance thereof (and at Buyer's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Buyer.
- h. Repairs:** All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to Closing unless otherwise agreed to in writing by the Buyer and Seller.
- 9. Lead-Based Paint and Paint Hazard Evaluation.** If any portion of a residential dwelling on the Property was built prior to 1978, the Lead-Based Paint Exhibit (F316) is hereby attached as an exhibit to this Agreement. The term "residential dwelling" includes any painted fixture or material used therein that was built or manufactured prior to 1978. Buyer shall have the right to conduct a lead hazard evaluation within ten (10) days from the Binding Agreement Date (or other mutually agreed upon time period) and to terminate this Agreement without penalty upon notice to Seller if lead-based paint and/or lead hazards are found (unless these rights are waived by Buyer in the Lead-Based Paint Exhibit (F316)). If the Lead-Based Paint Exhibit (F316) gives Buyer the right to terminate this Agreement if lead-based paint or lead hazards are found and such notice of termination is not given within ten (10) days from Binding Agreement Date (or other mutually agreed upon time period), the right to terminate for lead-based paint and/or lead hazards shall be waived.
- 10. Brokerage Relationships and Compensation in this Transaction.**
- a. Agency Disclosure:** No Broker in this transaction shall owe any duty to Buyer 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:** Buyer and Seller acknowledge that: a) if they are not represented by Brokers in a client relationship, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party; and b) if the same brokerage firm is representing one party as a client and working with the other party as a customer, the Broker and all of Broker's affiliated licensees are representing the client.
- (2) Consent to Dual Agency:** If Broker is acting as dual agent in this transaction, Buyer and Seller consent to the same and acknowledge having been advised of the following:
- i. Dual Agency Disclosure:** *[Applicable only if Broker is acting as a dual agent in this transaction.]*
- (a) As a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
- (b) Broker will disclose all adverse material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from each client which is not otherwise required to be disclosed by law;
- (c) Buyer and Seller do not have to consent to dual agency and the consent of Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
- (d) Notwithstanding any provision to the contrary contained herein Buyer and Seller each hereby direct Broker while acting as a dual agent to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.
- ii. Designated Agency Disclosure:** If Broker in this transaction is acting in a designated agency capacity, where one or more licensees of Broker are exclusively representing Buyer and one or more other licensees of Broker are exclusively representing Seller, Buyer and Seller consent to the same and acknowledge that each designated agent or agents shall exclusively represent the party to whom each has been assigned as a client.

b. Compensation of Broker(s): The Compensation of Seller's Broker and Buyer's Broker, if any, for professional brokerage services shall be as set forth herein or in a separate written agreement. [If the Compensation of any Broker is to be set forth in this Agreement or is modifying the previously agreed upon Compensation of the Broker, the parties should attach a Buyer's Broker Compensation Agreement (F259) to this Agreement to reflect the same.] If the Broker in question does not agree to such change in Compensation in writing, it shall not be binding upon them. If a licensee of Broker is signing this Agreement on behalf of Broker, such licensee hereby warrants that they have full authority to sign this Agreement on behalf of and bind Broker. Whether the Brokers involved in this transaction sign this Agreement or not, they shall be deemed to be express third party beneficiaries of this Agreement, shall have the right to enforce all provisions in this Agreement that benefit them or afford them rights and defenses and shall have all remedies at law or in equity in the event of a breach of this Agreement. Buyer and Seller agree that any Compensation to be paid to Broker(s) shall be shown on the settlement statement and collected by the Closing Attorney as a pre-condition to Buyer and Seller closing on the Property so long as the same is permitted by Buyer's mortgage lender, if any. The Closing Attorney is hereby authorized and directed to pay the Broker(s) at Closing, the Compensation of the respective Broker(s) pursuant to this Agreement, or if the Compensation is not in this Agreement, then pursuant to a side agreement or written instructions from the Broker(s) at Closing. If the sale proceeds are insufficient to pay the agreed upon Compensation, the party owing the Compensation shall pay any shortfall at Closing. The acceptance by the Broker(s) of partial Compensation at Closing shall not relieve the party owing the same from paying the remainder after the Closing (unless the Broker(s) have expressly agreed in writing to accept the amount paid in full satisfaction of Broker's Compensation).

c. Disclaimer: Buyer and Seller have not relied upon any representations of Brokers other than what is included in this Agreement or in an amendment thereto. This shall include representations made after this Agreement is entered into. Brokers shall have no duty to determine whether the identities of the Buyer and/or Seller are legitimate or inspect the Property for defects, hazardous conditions and/or repairs. The Brokers herein shall have no duty to advise Buyer or Seller on any matter relating to the Property which could have been revealed through a survey, appraisal, title search, Official Georgia Wood Infestation Report, utility bill review, septic system inspection, well water test, tests for radon, asbestos, mold, methamphetamine, and lead-based paint; moisture test of stucco or synthetic stucco, inspection of the Property by a professional, construction expert, structural, soils or environmental engineer; review of this Agreement and transaction by an attorney, financial planner, mortgage consultant or tax consultant; and consulting appropriate governmental officials to determine, among other things and without limitation, the zoning of Property, the propensity of the Property to flood, flood zone certifications, whether any condemnation action is pending or has been filed or other nearby governmental improvements are planned. Buyer and Seller acknowledge that Broker does not perform or have expertise in any of the above tests, inspections, and reviews or in any of the matters handled by the professionals referenced above. Buyer and Seller should seek independent expert advice regarding any matter of concern to them relative to the Property and this Agreement. Buyer and Seller acknowledge that Broker shall not be responsible to monitor, supervise, or inspect any construction or repairs to Property and such tasks clearly fall outside the scope of real estate brokerage services. Buyer and Seller further acknowledge that Brokers have no duty to ensure that Seller has terminated Seller's and/or third-parties' administrative access to Devices.

11. Time Limit of Offer. The Time Limit of the Offer shall be the date and time referenced herein when the Offer expires unless prior to that date and time both of the following have occurred: (a) the Offer has been accepted by the party to whom the Offer was made; and (b) notice of acceptance of the Offer has been delivered to the party who made the Offer.

C. OTHER TERMS AND CONDITIONS

1. Notices.

a. Generally: All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.

b. Delivery of Notice: A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party set forth herein (or subsequently provided by the party following the notice provisions herein) even if it is not opened by the recipient.

c. When Broker Is Authorized to Accept Notice for Client: Except where the Broker is acting in a dual agency capacity, the Broker representing a party in a client relationship shall be the authorized agent of the party for the limited purpose of receiving notice and such notice to any of them shall for all purposes herein be deemed to be notice to the party. Notice to an authorized agent shall only be effective if the written notice is sent to an address, facsimile number or e-mail address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the notice provisions herein) whether or not it is not opened by the recipient. Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker are authorized to receive notices delivered by a Delivery Service. The Broker and the Broker's staff shall not be authorized to receive notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent(s) of a client shall be the authorized agent(s) of the client for the purposes of receiving notice.

2. Default.

a. Remedies of Seller: In the event this Agreement fails to close due to the default of Buyer, Seller's sole remedy shall be to retain the earnest money as full liquidated damages. Seller expressly waives any right to assert a claim for specific performance. The parties expressly agree that the earnest money is a reasonable pre-estimate of Seller's actual damages, which damages the parties agree are difficult to ascertain. The parties expressly intend for the earnest money to serve as liquidated damages and not as a penalty.

- b. Remedies of Buyer:** In the event this Agreement fails to close due to the default of Seller, Buyer may either (i) seek the specific performance of this Agreement or (ii) terminate this Agreement upon notice to Seller and Holder, in which case all earnest money deposits and other payments Buyer has paid towards the purchase of the Property shall be returned to Buyer following the procedures set forth elsewhere herein, and Buyer may pursue any other remedy available at law.
- c. Rights of Broker:** In the event this Agreement is terminated or fails to close due to the default of a party hereto, the defaulting party shall pay as liquidated damages to Broker in this transaction the Compensation the Broker would have received had the transaction closed. For purposes of determining the amount of liquidated damages to be paid by the defaulting party, all written agreements establishing the amount of Compensation to be paid to any broker involved in this transaction are incorporated herein by reference. The liquidated damages referenced above are a reasonable pre-estimate of the Broker(s) actual damages and are not a penalty.
- d. Attorney's Fees:** In any litigation or arbitration arising out of this Agreement, including but not limited to breach of contract claims between Buyer and Seller and Compensation claims brought by a broker, the non-prevailing party shall be liable to the prevailing party for its reasonable attorney's fees and expenses.
- 3. Risk of Damage to Property.** Seller warrants that at the time of Closing the Property and all items remaining with the Property, if any, will be in substantially the same condition (including conditions disclosed in the Seller's Property Disclosure Statement or Seller's Disclosure of Latent Defects and Fixtures Checklist) as of the Offer Date, except for changes made to the condition of Property pursuant to the written agreement of Buyer and Seller. Notwithstanding the above, if the Property is destroyed or substantially destroyed prior to Closing, Seller shall promptly give notice to Buyer of the same and provide Buyer with whatever information Seller has regarding the availability of insurance and the disposition of any insurance claim. Buyer or Seller may terminate this Agreement without penalty not later than fourteen (14) days from receipt of the above notice. If Buyer or Seller do not terminate this Agreement, Seller shall cause Property to be restored to substantially the same condition as on the Offer Date. The date of Closing shall be extended until the earlier of one year from the original date of Closing, or seven (7) days from the date that Property has been restored to substantially the same condition as on the Offer Date and a new certificate of occupancy (if required) is issued.
- 4. Other Provisions.**
- a. Condemnation:** Seller shall: (1) immediately notify Buyer if the Property or a portion thereof becomes subject to a condemnation proceeding or if Seller has received notice of a pending condemnation proceeding; and (2) provide Buyer with all written communications regarding the same. Upon receipt of such notice, Buyer shall have the right, but not the obligation for 7 days thereafter, to terminate this Agreement upon notice to Seller in which event Buyer shall be entitled to a refund of all earnest money and other monies paid by Buyer toward the Property without deduction or penalty. If Buyer does not terminate the Agreement within this time frame, Buyer agrees to accept the Property less any portion taken by the condemnation and if Buyer closes, Buyer shall be entitled to receive any condemnation award or negotiated payment for all or a portion of the Property transferred or conveyed in lieu of condemnation.
- b. Consent to Share Non-Public Information:** Buyer and Seller hereby consent to the Closing Attorney preparing and distributing an American Land Title Association ("ALTA") Estimated Settlement Statement-Combined or other combined settlement statement to Buyer, Seller, Brokers and Brokers' affiliated licensees working on the transaction reflected in this Agreement for their various uses.
- c. Delays Caused by Emergencies:** In the event the Governor of Georgia declares a state of emergency for the county in which the Property is located, all time deadlines herein, including but not limited to the Closing Date, shall be automatically extended for the number of the emergency exists in that county. Nothing herein shall prevent the parties by mutual agreement from proceeding forward without extending such deadlines.
- d. Digital Signatures:** For all purposes herein, a digital or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by, the Buyer's mortgage lender or the other party.
- e. Duty to Cooperate:** All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Buyer and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the Closing Attorney, mortgage lender and/or the title insurance company to meet their respective requirements.
- f. Entire Agreement, Modification and Assignment:** This Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement and shall be binding upon any party hereto. This Agreement may not be amended, deemed to have been mutually departed from or waived except upon the written agreement of Buyer and Seller. Any agreement to terminate this Agreement or any other subsequent agreement of the parties relating to the Property must be in writing and signed by the parties. This Agreement may only be assigned (SS611) or listed for sale in a multiple listing service by Buyer prior to Closing with the written approval of Seller which may be withheld for any reason or no reason. Any assignee shall fulfill all the terms and conditions of this Agreement, including but not limited to, the obligation to pay the Compensation owed by the assignor.
- g. Extension of Deadlines:** No time deadline under this Agreement shall be extended by virtue of it falling on a Saturday, Sunday or federal holiday except for the date of Closing.
- h. FIRPTA Affidavit:** Unless Seller is a "foreign person", as that term is defined in Section 1445(f)(3) of the Internal Revenue Code, Seller shall deliver to the Closing Attorney at Closing a FIRPTA (Foreign Investment in Real Property Tax Act) Affidavit indicating that Seller is not a "foreign person". If Seller is a "foreign person", additional taxes may need to be withheld at Closing.
- i. GAR Forms:** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. These forms are generic and written with the interests of multiple parties in mind. The parties agree to carefully review the GAR Forms to be used in this transaction and modify the same to meet their specific needs. If any party has any questions about their rights and obligations under any GAR form, they should consult an attorney. Provisions in the GAR Forms may be subject to differing interpretations by our courts other than what the parties may have intended. Our courts may at times strike down or not enforce provisions in our GAR Forms, as written. No representation is made that the GAR Forms will protect the interests of any particular party or will be fit for any specific purpose. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.

- j. **Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia. If any provision herein is held to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract.
- k. **No Authority to Bind:** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto to any contract, provisions therein, amendments thereto, termination thereof or to notices signed by Broker but not the party. However, if authorized in this Agreement, Broker shall have the right to accept notices on behalf of a party (but not send notices from Broker on behalf of a party unless they are signed by the party). Additionally, any Broker or real estate licensee involved in this transaction may perform the ministerial act of filling in the Binding Agreement Date. In the event of a dispute over the Binding Agreement Date, it shall be resolved by a court or arbitrator having jurisdiction over the dispute, by the written agreement of the Buyer and Seller, or by the Holder but only in making a reasonable interpretation of the Agreement in disbursing earnest money.
- l. **No Recording of Agreement:** Buyer shall not record (or permit to be recorded) this Agreement or any memorandum or summary thereof in the Office of Land Records. Buyer shall be liable for damages for violating this section of the Agreement. Nothing herein shall prohibit Buyer from recording a *lis pendens* as part of filing a lawsuit claiming an interest in the Property.
- m. **Notice of Binding Agreement Date:** The Binding Agreement Date shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Notice of the Binding Agreement Date may be delivered by either party (or the Broker working with or representing such party) to the other party. If notice of accurate Binding Agreement Date is delivered, the party receiving notice shall sign the same and immediately return it to the other party. Notwithstanding any other provision to the contrary contained in this Agreement, it is the express intent of this section that (1) a broker or licensee involved in the real estate transaction may perform the ministerial task of filling in the Binding Agreement Date and (2) sending a fully signed purchase and sale agreement with a specific Binding Agreement Date included, that one of the parties has agreed to, constitutes notice of the Binding Agreement Date to the other party.
- n. **Objection to Binding Agreement Date:** If the Buyer or Seller objects to the date entered as the Binding Agreement Date, then within one (1) day from receiving notice of Binding Agreement Date, the party objecting shall send notice of the objection to the other party. The objection shall be resolved by the written amendment between the Buyer and Seller by executing a binding agreement date confirmation (F733). The absence of an agreement on the Binding Agreement Date shall not render this Agreement unenforceable. The failure of a party to timely object will result in the parties accepting the Binding Agreement Date as entered.
- o. **Property to Be Delivered in Clean Condition:** Notwithstanding any other provision to the contrary, at the time of possession, Seller shall deliver the Property in clean condition, free of trash, garbage, debris, pets and personal property of the Seller not otherwise identified as remaining with the Property. This section shall apply even in transactions where the Property is being sold as-is.
- p. **Rules for Interpreting This Agreement:** In the event of internal conflicts or inconsistencies in this Agreement, the following rules for how those conflicts or inconsistencies shall be resolved will apply:
- (1) Handwritten changes shall control over pre-printed or typed provisions;
 - (2) Exhibits shall control over the main body of the Agreement;
 - (3) Special Stipulations shall control over both exhibits and the main body of the Agreement;
 - (4) Notwithstanding the above, the Amendatory Clause in any FHA or VA exhibit shall control over inconsistent or conflicting provisions contained in another exhibit or a special stipulation.
 - (5) Notwithstanding the above, the Amendatory Clause in the FHA or VA Exhibit shall control over inconsistent or conflicting provisions contained elsewhere in this Agreement. Buyer and Seller acknowledge and agree that the "Further Agreement Pertaining to Amendatory Clause" section in the FHA or VA Exhibits does not conflict and is not inconsistent with the Amendatory Clause.
 - (6) Except as otherwise provided herein, this agreement and any amendment thereto shall be enforceable, as between the parties, even without the signature of any Broker referenced herein. Notwithstanding the above, if any provision(s) in this Agreement, including a provision(s) in any amendment hereto, changes the total amount of Compensation due to any Broker from the total amount of Compensation said Broker has previously agreed to in writing, then such change to the Broker's Compensation shall only be binding if the Broker impacted by such change consents to the same in writing. If a Buyer's Broker Compensation Agreement (F259) is attached as an exhibit to this Agreement, this Agreement shall not be enforceable unless this Agreement is signed by the Broker paying or receiving Compensation thereunder or such Buyer's Broker Compensation Agreement has been initialed, by the Broker(s) paying or receiving Compensation thereunder, and, in cases where the Seller's Broker is sharing a portion of its Compensation with the Buyer's Broker, the Seller's Broker.
 - (7) If Broker has written any special stipulations herein, the party for whom such special stipulations were written: a) confirms that each such stipulation fully and accurately reflects that party's intentions; b) accepts each special stipulation as if it were written by such party; and c) hereby agrees to indemnify and hold Broker who prepared the stipulation harmless from any and all claims, causes of action, suits, and damages arising out of or relating to such special stipulation.
 - (8) If Broker answers a question of Buyer or otherwise describes some aspect of the Property or the transaction, Broker is doing so based upon information provided by Seller rather than the independent knowledge of Broker (unless Broker makes an independent written disclosure to the contrary).
- q. **Statute of Limitations:** All claims of any nature whatsoever against Broker(s) and/or their affiliated licensees, whether asserted in litigation or arbitration and sounding in breach of contract and/or tort, must be brought within one (1) year from the date any claim or cause of action arises. Such actions shall thereafter be time-barred.
- r. **Survival of Agreement:** The following shall survive the Closing of this Agreement: (1) the obligation of a party to Compensation referenced herein; (2) any warranty of title; (3) all written representations of Seller in this Agreement regarding the Property or neighborhood in which the Property is located; (4) Buyer's indemnification obligations arising out of the inspection of the Property by Buyer and Buyer's representatives; (5) the section on condemnation; (6) the section on attorney's fees; (7) the obligations of the parties regarding ad valorem real property taxes; (8) obligations set forth in the Devices and Fixtures Section; (9) Seller's liability for not timely removing items from the Property that Seller agreed to remove; and (10) any obligations which the parties herein agree shall survive the Closing or may be performed or fulfilled after the Closing.
- s. **Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate.

t. **Time of Essence:** Time is of the essence of this Agreement.

5. Definitions.

- a. **Banking Day:** A "Banking Day" shall mean a day on which a bank is open to the public for carrying out substantially all of its banking functions. For purposes herein, a "Banking Day" shall mean Monday through Friday excluding federal holidays.
- b. **Binding Agreement Date:** The "Binding Agreement Date" shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Once that occurs, this Agreement shall be deemed a Binding Agreement.
- c. **Broker:** In this Agreement, the term "Broker" shall mean the licensed Georgia real estate broker(s) or brokerage firm(s) and their affiliated licensees in this transaction except as may be specifically provided otherwise herein.
- d. **Business Day:** A "Business Day" shall mean a day on which substantially all businesses are open for business. For all purposes herein, a "Business Day" shall mean Monday through Friday excluding federal holidays.
- e. **Client:** "Client" shall mean a party who is being represented by a Broker pursuant to a written brokerage engagement agreement.
- f. **Closing:** The Closing shall be the event in which the parties consummate the transaction set forth in this Agreement by: (1) the Seller tendering the deed referenced herein to the Property; (2) the Buyer paying the required consideration hereunder; (3) both parties properly signing all documents and paperwork as required by the Closing Attorney; and (4) both parties fulfilling other agreements set forth herein that must be fulfilled by the Closing (unless the same have been waived or amended). The Closing shall be deemed consummated when the Closing Attorney confirms to the parties that the Closing Attorney is in receipt of all required paperwork, funds, and approvals necessary to complete the transaction and directs for funds to be disbursed and documents to be recorded. All parties acknowledge that the deed will not normally be recorded in the land records on the day of Closing, and the payment of the sales proceeds may not always be made to Seller on the day of Closing (even though the Closing has been consummated) due to certain circumstances such as, for example, the Seller not being at the Closing in person, the Closing occurring after the cutoff for wiring funds that day, or the terms of an escrow agreements signed by the Seller have not been fulfilled resulting in which a portion of Seller's funds being held back.
- g. **Compensation:** The term "Compensation" as used in this Agreement shall mean the compensation to be received by Broker, for performing real estate brokerage services in this transaction, regardless of whether it is a flat fee, percentage, bonus or some other method of compensation.
- h. **Customer:** The term "Customer" shall mean a party or parties who are not being represented as clients by the Broker with whom the party or parties are working and for whom the Broker may only perform ministerial acts.
- i. **Day:** For the purposes of this Agreement, the term "Day" shall mean a full calendar day ending at 11:59 p.m., except as may be provided for elsewhere herein. For the purposes of counting days for determining deadlines, the specific date referenced as either the Binding Agreement Date or the date from which the deadline shall be counted will be day zero.
- j. **Material Relationship:** A material relationship shall mean any actually known personal, familial, social, or business relationship between the broker or the broker's affiliated licensees and any other party to this transaction which could impair the ability of the broker or affiliated licensees to exercise fair and independent judgment relative to their client.
- k. **Use of Initials "N/A":** The use of the initials "N/A" or "N.A." in filling out a blank in this Agreement shall mean "not applicable".

6. WARNING TO BUYERS AND SELLERS: BEWARE OF CYBER-FRAUD. Fraudulent e-mails attempting to get the buyer and/or Seller to wire money to criminal computer hackers are increasingly common in real estate transactions. Specifically, criminals are impersonating the online identity of the actual mortgage lender, Closing Attorney, real estate broker or other person or companies involved in the real estate transaction. In that role, the criminals send fake wiring instructions attempting to trick buyers and/or Sellers into wiring them money related to the real estate transaction, including, for example, the buyer's earnest money, the cash needed for the buyer to close, and/or the Seller's proceeds from the Closing. These instructions, if followed, will result in the money being wired to the criminals. In many cases, the fraudulent email is believable because it is sent from what appears to be the email address/domain of the legitimate company or person responsible for sending the buyer or Seller wiring instructions. The buyer and/or Seller should verify wiring instructions sent by email by independently looking up and calling the telephone number of the company or person purporting to have sent them. Buyers and Sellers should never call the telephone number provided with wiring instructions sent by email since they may end up receiving a fake verification from the criminals. Buyer and Sellers should be on special alert for: 1) emails directing the buyer and/or Seller to wire money to a bank or bank account in a state other than Georgia; and 2) emails from a person or company involved in the real estate transaction that are slightly different (often by one letter, number, or character) from the actual email address of the person or company.

7. HEIGHTENED IDENTIFICATION PROCEDURES TO HELP PREVENT FRAUD; COVENANT NOT TO SUE: There has been a significant increase in criminals attempting to sell properties they do not own by posing as the owners of those properties. To help prevent such crimes, Seller shall immediately, upon request of either the Seller's Broker and/or the Closing Attorney: 1) provide the requesting party with information confirming the Seller's identity, including a current government issued photo identification; 2) meet in person or through audio-visual conferencing to confirm the Seller's identity; and 3) if the Seller is a legal entity, provide the requesting party with the organizational and operating documents of such entity and current photo identification and either meet in-person or in audio-visual meeting with the executor, manager, trustee, general partner, officer, administrator, or other person in a comparable role of the legal entity to confirm their identity. Seller further agrees to cooperate with the Closing Attorney's heightened identification procedures which shall at least meet the standards, if any, supplied by a title insurance company for whom the Closing Attorney is an agent. Seller acknowledges that the transaction may not be able to close unless such procedures are followed. In the event Seller breaches its obligations hereunder, Seller shall be in default of this Agreement. Buyer acknowledges that identity theft may occur regardless of the measures undertaken by the parties, their respective brokers and the attorney(s) involved in the transaction to confirm the Seller's identity. For and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer covenants not to sue any Broker(s) and/or the Closing Attorney involved in this real estate transaction for damages arising out of or relating to a fraudulent Seller.

8. LIMIT ON BROKER'S LIABILITY. BUYER AND SELLER ACKNOWLEDGE THAT BROKER(S):

- a. **SHALL, UNDER NO CIRCUMSTANCES, HAVE ANY LIABILITY GREATER THAN THE AMOUNT OF COMPENSATION PAID**

HEREUNDER TO BROKER (EXCLUDING ANY COMPENSATION AMOUNT PAID TO A COOPERATING REAL ESTATE BROKER, IF ANY) OR, IF NO COMPENSATION IS PAID TO BROKER, THAN THE SUM OF \$100; AND
b. NOTWITHSTANDING THE ABOVE, SHALL HAVE NO LIABILITY IN EXCESS OF \$100 FOR ANY LOSS OF FUNDS AS THE RESULT OF WIRE OR CYBER FRAUD.

9. **Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement.

- ☐ Back-up Agreement Contingency Exhibit (F604) " _____ "
- ☒ Buyer's Broker Compensation Agreement (F259) " D "
- ☒ Closing Attorney Acting as Holder of Earnest Money Exhibit (F510) " B "
- ☐ Community Association Disclosure Exhibit (F322) " _____ "
- ☐ Condominium Resale Purchase and Sale Exhibit (F204) " _____ "
- ☐ Conventional Loan Contingency Exhibit (F404) " _____ "
- ☒ FHA Loan Contingency Exhibit (F407) " A "
- ☐ Lead-Based Paint Exhibit (F316) " _____ "
- ☐ Lease Purchase and Sale Exhibit (F207) (to be used with F916) " _____ "
- ☐ Lease for Lease/Purchase Agreement (F916) (to be used with F207) " _____ "
- ☐ Legal Description Exhibit (F807 or other) " _____ "
- ☐ Loan Assumption Exhibit (F416) " _____ "
- ☐ No Financing Contingency Exhibit (F401) " _____ "
- ☐ Sale or Lease of Buyer's Property Contingency Exhibit (F601) " _____ "
- ☐ Seller's Property Disclosure Statement Exhibit (F301, F302, F304, F307 or F310) " _____ "
- ☐ Survey of Property as Exhibit " _____ "
- ☐ Temporary Occupancy Agreement for Seller after Closing Exhibit (F219) " _____ "
- ☐ USDA-RD Loan Contingency Exhibit (F413) " _____ "
- ☐ VA Loan Contingency Exhibit (F410) " _____ "
- ☒ Other Sellers Addendum "C"
- ☐ Other _____
- ☐ Other _____

SPECIAL STIPULATIONS: The following Special Stipulations are made a part of this Agreement.

All parties acknowledge that all appliances and fixtures as noted in the property shall remain with the property after closing to include: refrigerator, stove, dishwasher, microwave

Seller to provide \$580 towards a home warranty of buyers choice.

Seller to provide a 12 month termite bond to the buyer at closing.

Seller will submit to Buyer the completed Seller Property Disclosure Statement within 3 days of binding agreement. Disclosure shall be amended to the contract as Exhibit "E"

☐ Additional Special Stipulations (F246) are attached.

By signing this Agreement, Buyer and Seller acknowledge that they have each read and understood this Agreement and agree to its terms.

If Buyer or Seller is a legal entity, this Agreement must be signed by one or more authorized persons, as required in the entity's legal documents. The person's signature must include the capacity in which the person is signing, such as "Trustee", "General Partner", "Manager", "President", etc.

Buyer Acceptance and Contact Information

1 Buyer's Signature Nia Rickman
1b6513f
Nia Rickman 1/29/2025
Print or Type Name Date

Buyer's Address for Receiving Notice

Buyer's Phone Number: ☐ Cell ☐ Home ☐ Work

Buyer's E-mail Address

2 Buyer's Signature Ann Marie Stafford
e3631ef
Ann Marie Stafford 1/28/2025
Print or Type Name Date

Buyer's Address for Receiving Notice

Buyer's Phone Number: ☐ Cell ☐ Home ☐ Work

Buyer's E-mail Address

☐ Additional Signature Page (F267) is attached.

Buyer's Broker/Affiliated Licensee Contact Information

Kindred Real Estate, LLC
Buyer Brokerage Firm
Jazmeen Hameed 1/29/2025
60b372a2
Broker/Affiliated Licensee Signature Date
Jazmeen Hameed 376095
Print or Type Name GA Real Estate License #
(301) 741-7346
Licensee's Phone Number Fax Number
jazmeenhameed@gmail.com
Licensee's E-mail Address

REALTOR® Membership
2020 Howell Mill Rd.NW #185, Atlanta, GA 30318
Broker's Address
(323) 829-0778 000-000-0000
Broker's Phone Number Fax Number
KREL01 H-77449
MLS Office Code Brokerage Firm License Number

Seller Acceptance and Contact Information

1 Seller's Signature
FYR SFR TRS LLC
Print or Type Name Date

Seller's Address for Receiving Notice

Seller's Phone Number: ☐ Cell ☐ Home ☐ Work

Seller's E-mail Address

2 Seller's Signature

Print or Type Name Date

Seller's Address for Receiving Notice

Seller's Phone Number: ☐ Cell ☐ Home ☐ Work

Seller's E-mail Address

☐ Additional Signature Page (F267) is attached.

Seller's Broker/Affiliated Licensee Contact Information

GK Properties, LLC
Seller Brokerage Firm
Broker/Affiliated Licensee Signature Date
Cheryl Kypreos 403265
Print or Type Name GA Real Estate License #
(214) 271-9400
Licensee's Phone Number Fax Number
listings@kypreosteam.com
Licensee's Email Address

REALTOR® Membership
3950 Cobb Parkway NW Suite 806, Acworth, GA 30101
Broker's Address
(615) 945-1444
Broker's Phone Number Fax Number
GKPP01 H-78729
MLS Office Code Brokerage Firm License Number

Binding Agreement Date: The Binding Agreement Date in this transaction is the date of _____
and has been filled in by _____.

FHA LOAN CONTINGENCY

EXHIBIT “ A ”



2025 Printing

This Exhibit is part of the Agreement with an Offer Date of 1/28/2025 for the purchase and sale of that certain Property known as: 5277 BRENTWOOD Road, Atlanta, Georgia 30349.

1. **Application.** Buyer shall promptly apply for and in good faith seek to obtain the Federal Housing Administration (FHA) loan or loan(s) described below (“Loan(s)”) such that Buyer can fulfill Buyer’s obligations hereunder prior to the expiration of this FHA Loan Contingency.

[Select A. or A. and B .below. Any box not selected shall not be a part of this Agreement. All Loan terms must be filled in.]

| | | | | | |
|--|-----------------------------|--|-------------------------|---|---|
| <input checked="" type="checkbox"/> A. | FIRST MORTGAGE LOAN | Loan Amount <u>96.5</u> % of purchase price | Term <u>30</u> years | Interest Rate (at par) Not greater than <u>8.5</u> % per annum (or initial rate on adjustable loan) | Rate Type <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Adjustable |
| <input type="checkbox"/> B. | SECOND MORTGAGE LOAN | _____ % of purchase price | _____ years | Not greater than _____ % per annum (or initial rate on adjustable loan) | <input type="checkbox"/> Fixed <input type="checkbox"/> Adjustable <input type="checkbox"/> Interest Only |

2. **Use of Particular Lender.** Buyer may apply for approval of the Loan(s) with any mortgage lender, mortgage broker or mortgage loan originator licensed to do business in Georgia (hereinafter collectively, “Lender”). If any Lender is identified below (“Approved Lender”), Buyer shall apply for approval of the Loan(s) with at least one such Approved Lender. Nothing herein shall require Buyer to obtain mortgage financing from an Approved Lender herein.

Approved Lender(s)

Kindred Mortgage Group, LLC

3. **Length of the Financing Contingency Period.** The length of the Financing Contingency Period in Section 6 below shall be 21 days from the Binding Agreement Date.
4. **Buyer May Apply for Different Loan(s).** A Loan Denial Letter (as that term is defined below) must be for the Loan(s) described above. Buyer may also apply for different loans than the Loan(s) described above. However, the denial of such other loans shall not be a basis for Buyer to terminate this Agreement.
5. **Buyer to Notify Seller of Intent to Proceed.** When it is known, Buyer shall promptly notify seller of any mortgage lender to whom Buyer has sent a notice of intent to proceed with loan application and the name and contact information for the loan originator.
6. **Financing Contingency.** Buyer shall have a Financing Contingency Period set forth in Section 3 above to determine if Buyer has the ability to obtain the Loan(s) described above. Buyer shall be deemed to have the ability to obtain the Loan(s) unless prior to the end of the Financing Contingency Period, Buyer: a) notifies Seller that Buyer is terminating the Agreement because Buyer has been turned down for the Loan(s) and b) provides Seller within seven (7) days from the date of such notice (“Notice Period”) with a letter of loan denial from a Lender based upon the Lender’s customary and standard underwriting criteria (“Loan Denial Letter”). The Loan Denial Letter and Lender issuing the Loan Denial Letter must meet all of the requirements set forth elsewhere in this Exhibit, including that the Loan Denial Letter be from an Approved Lender, if one is named in Section 2 above. Such Loan Denial Letter may be provided to Seller after the Financing Contingency Period has ended if the end of the Notice Period to provide the Loan Denial Letter falls outside of the Financing Contingency Period. Notwithstanding the above, Buyer’s right under the Amendatory Clause, shall exist even after the Financing Contingency Period has expired.

7. Special Approval if Property is a Condominium or Subject to a Master Insurance Policy. Notwithstanding any provision to the contrary contained herein, if the Property is part of a condominium or is covered under a master fire and casualty insurance policy, this Agreement is additionally contingent upon Buyer's Lender obtaining underwriting approval of the condominium project and/or the Property. If an Approved Lender has been identified herein, the Lender under this section must be an Approved Lender. If at any time the Lender determines that the Property does not meet underwriting guidelines, then the Buyer shall have the right to terminate this Agreement without penalty and receive a full refund of all Earnest Money, provided that Buyer provides Seller with a letter from such Lender or Approved Lender, as the case may be, stating that the Property does not meet such underwriting guidelines. Such letter may be provided at any time up through the Closing.

8. Use of Approved Lender and Loan Denial Letter. If there is an Approved Lender identified herein, then the Loan Denial Letter shall come from an Approved Lender. If the Approved Lender is a mortgage broker, the Loan Denial Letter can be from the mortgage broker or the mortgage lender with whom the mortgage broker placed the Loan(s). If Buyer is not required to apply for the Loan(s) with an Approved Lender, the Loan Denial Letter may be written by any Lender.

Notwithstanding any provision to the contrary contained herein, the Loan Denial Letter may not be based solely upon one or more of the following: (a) Buyer lacking sufficient funds other than the amount of the Loan(s) to close; (b) Buyer not having leased or sold other real property (unless such a contingency is expressly provided for in this Agreement); (c) Buyer not having provided the lender(s) in a timely fashion with all information required by lender, including but not limited to, loan documentation, Official Wood Infestation Reports, structural letters, well tests, septic system certifications, flood plain certifications and any other similar information required by lender (hereinafter collectively "Required Information"); (d) Buyer making purchases that adversely affect Buyer's debt to income ratio; (e) Buyer not meeting occupancy requirements of the FHA; or (f) the lender not having completed underwriting the loan request.

Buyer may terminate this Agreement without penalty based upon an inability to obtain the Loan(s) only if Buyer fulfills all of the applicable requirements set forth in this Exhibit.

9. Right of Seller to Request Evidence of Buyer's Ability to Close. If the Financing Contingency ends without Buyer terminating this Agreement, Seller shall have the right, but not the obligation, to request that Buyer provide Seller with written evidence of Buyer's financial ability to purchase the Property ("Evidence"). A copy of a loan commitment from each institutional mortgage lender from whom Buyer is seeking mortgage financing to purchase the Property stating the type, amount and terms of the loan(s) and the conditions for funding the loan(s), shall be deemed sufficient Evidence. The provision of such Evidence is not a guarantee that the mortgage loan(s) will be funded or that Buyer will close on the purchase of the Property. Buyer shall have seven (7) days from the date Seller delivers notice to Buyer requesting such Evidence to produce the same. No request for such Evidence shall be made by Seller less than seven (7) days from the date of Closing. It is intended that the Evidence Buyer produces shall be liberally interpreted, where possible, in favor of a finding that Buyer has the ability to close in the purchase of the Property.

10. Seller's Right to Terminate. In the event Buyer fails to provide Seller with the Evidence of Buyer's Ability to Close within the timeframe set forth above, Seller shall notify Buyer of the default and give Buyer three (3) days from the date of the delivery of the notice to cure the same. If Buyer does not timely cure the default, Seller may terminate this Agreement within seven (7) days thereafter due to Buyer's default upon notice to Buyer. In the event Seller does not terminate this Agreement within that timeframe, the right to terminate on this basis shall be waived.

11. Authorization of Buyer to Release Information to Seller and Brokers. Buyer does hereby authorize Seller and the Brokers identified herein to communicate with the lenders with whom Buyer is working to determine and receive from said lenders any or all of the following information: (a) the status of the loan application; (b) Buyer's financial ability to obtain the Loan(s) or other loans for which Buyer has applied; (c) whether and when Buyer provided the lenders with Required Information; (d) whether and what conditions may remain to complete the loan application process and issue of a loan commitment; and (e) the basis for any Loan Denial Letter.

12. Miscellaneous. For the purposes of this Exhibit, the term "mortgage loan" shall refer to a secured lending transaction where the loan or promissory note is secured by a deed to secure debt on the Property. Whether such mortgage loan is a first or second mortgage loan is a reference to the legal priorities of the deeds to secure debt relative to each other and other liens and encumbrances.

13. Amendatory Clause. It is expressly agreed that, notwithstanding any other provisions of this Agreement, Buyer shall not be obligated to complete the purchase of Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Buyer has been given in accordance with HUD/FHA requirements a written statement by the Federal Housing Commissioner or a Direct Endorsement Lender setting forth the appraised value of Property of not less than \$210,000.00 ("Minimum Appraised Value"). Buyer shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

14. AGREEMENT TO SEEK AMENDMENT TO SALES PRICE PRIOR TO TERMINATION. If Buyer is seeking to exercise their right to terminate this Agreement pursuant to the Amendatory clause, then prior to doing so, Buyer shall within three (3) days of publication date of the written statement by the Federal Housing Commissioner or a Direct Endorsement Lender setting forth the Minimum Appraised Value that is less than the Sales Price provide Seller with a copy of such written statement along with an Amendment to Sales Price (F713) ("ATSP") signed by Buyer. Seller shall, not later than (3) days from the date the ATSP is delivered to Seller (but not later than two (2) days prior to Closing), accept or reject the ATSP, or seek to negotiate with Buyer a lesser reduction in the Sales Price of the Property other than what is reflected in the ATSP. If Seller timely accepts an ATSP, then Buyer shall be required to close at the new Sales Price. If within the time frame above, an ATSP has not been signed and accepted by the Buyer and Seller and timely delivered to create a legally enforceable amendment, Buyer shall have an additional three (3) days (but not later than one (1) day prior to Closing) to terminate this Agreement without penalty. If Buyer does not terminate the Agreement within this timeframe, Buyer's right to terminate due to the failure to agree to an ATSP shall be waived and Buyer shall close on the Property for the Sales Price set forth in this Agreement.

15. Mortgage Insurance Premium. The FHA up-front 1.75 percent (%) mortgage insurance premium shall be paid by Buyer as follows: *[select one]*

☒ A. in full at Closing,

OR

☐ B. added to the loan amount and financed. (If this box is checked, then the term "loan amount" as used herein shall mean the amount set forth in the Purchase and Sale Agreement plus the FHA mortgage insurance premium so financed; the monthly payments will increase accordingly.)

16. When Mortgage Insurance Premium Is Paid. Buyer is aware that a monthly mortgage insurance premium shall be included in the regular monthly mortgage payments.

17. Seller shall pay the following lender fees: Tax Service Fees.

These costs ☒ are included OR ☐ are in addition to any closing costs that Seller may have agreed to pay in accordance with the Seller's Contributions at Closing paragraph.

18. Repairs Required in FHA Commitment. Any repairs required in the FHA Commitment shall be completed and paid for by seller prior to Closing provided such repairs do not exceed \$500.00 in total costs.

In the event the anticipated costs exceed the amount listed above, Seller shall provide Buyer with an itemized written statement of the total costs of the repairs required in the FHA Commitment from third-party contractor(s) selected by Seller. Seller or Buyer shall have the option to agree to pay the excess amount upon notice to the other party, which shall constitute an amendment to this Agreement. If neither party provides such notice to the other within three (3) days of the date Seller provides Buyer with the written estimate of the above-referenced cost of the repairs (or the parties otherwise fail to agree in writing within this timeframe as to how the excess repair costs will be paid), then this Agreement shall automatically terminate without penalty to the Buyer. If Buyer agrees to pay the excess amount, the same shall be paid by Buyer to Seller at Closing.

19. Seller Pays for Certain Inspections. Seller shall pay the cost of any lender-imposed inspections of the septic tank and/or well systems.

20. Home Warranty. If the improvements on Property are less than one year old at the time of Closing, Seller shall, if required by FHA, provide a home warranty certificate acceptable to FHA.

21. May Be Obligated to Connect to Public Sewer. As required by FHA, both Buyer and Seller agree that if public water or a public sewer system is available at the street, Property must be connected, and that *[select one]*: ☒ seller agrees to pay the cost of said connection not to exceed \$250.00 OR ☐ Buyer to pay \$_____ and Seller to pay \$_____ for the cost of connection. At the time of Closing, Seller shall provide certification from the proper authority that Property is connected to and serviced by the public system.

Seller or Buyer shall have the option to pay any excess amount. If the parties do not agree in writing who shall pay the excess amount, then this Agreement shall terminate within three (3) days of written notice of cost to connect public water or public sewer system to the Property, and Buyer shall be entitled to a refund of Buyer's earnest money.

22. Certification of Truthfulness and Completeness. Seller, Buyer, and Broker (and its Affiliated Licensees) certify that the above referenced Purchase and Sale Agreement is true and complete to the best of our knowledge and fully represents the transaction between them. No agreements exist outside this Purchase and Sale Agreement, and any agreements made from this date until Closing, shall be revealed to lender.

23. Certification of Arms Length Transaction. Buyer and Seller certify that *[select one]*:

☒ This is an arms length transaction as there is no relationship between the Buyer and Seller OR ☐ this is not an arms length transaction because _____.

1 Buyer's Signature

Nia Rickman

Nia Rickman

Print or Type Name

2 Buyer's Signature

Ann Marie Stafford

Ann Marie Stafford

Print or Type Name

☐ Additional Signature Page (F267) is attached.

Kindred Real Estate, LLC

Buyer Brokerage Firm

Broker/Affiliated Licensee Signature

Jazmeen Hameed

Jazmeen Hameed

Print or Type Name

REALTOR® Membership

1 Seller's Signature

FYR SFR TRS LLC

Print or Type Name

2 Seller's Signature

Print or Type Name

☐ Additional Signature Page (F267) is attached.

GK Properties, LLC

Seller Brokerage Firm

Broker/Affiliated Licensee Signature

Cheryl Kypreos

Print or Type Name

REALTOR® Membership

CLOSING ATTORNEY ACTING AS HOLDER OF EARNEST MONEY

EXHIBIT " B "

[Closing Attorney must still consent to serve as Holder using F511]



2025 Printing

This Exhibit is part of the Agreement with an Offer Date of 1/28/2025 for the purchase and sale of that certain property known as: 5277 BRENTWOOD Road, Atlanta, Georgia 30349 ("Agreement").

- Closing Attorney Shall Act as Holder.** The Closing Attorney named in this Agreement shall be the Holder of the earnest money and other trust funds referenced in this Agreement subject to the Closing Attorney timely: a) agreeing to serve; b) signing the appropriate documents; and c) timely delivering the same to Buyer and Seller as more particularly described below.
- Buyer Must Timely Deliver Certain Documents to Closing Attorney Acting as Holder of Earnest Money.** When the Closing Attorney has been named as Holder in the Agreement, Buyer must deliver to Closing Attorney within two (2) business days from the Binding Agreement Date: a) the fully-signed and executed Agreement in its entirety ("Entire Contract"); and b) a copy or copies of the Escrow Agreement (F511) for the Closing Attorney to sign agreeing to become the Holder. Buyer must similarly deliver to Holder all amendments to the Entire Contract within two (2) business days of the date that the Amendment becomes binding.
- Closing Attorney Must Agree to Become Holder Within Five (5) Business Days of Receiving Entire Contract.** The Closing Attorney named as Holder shall not become the Holder unless within five (5) business days from the date that the Closing Attorney receives the Entire Contract, the Closing Attorney has: a) countersigned the Agreement of Closing Attorney to serve as Holder (GAR Form F511, and sometimes referred to as "Escrow Agreement") without change or modification so except for filling in the blanks contained therein; and b) delivered the same to Buyer and Seller. When this occurs, Closing Attorney's rights and duties as Holder and the timeframe for completing the same shall commence.
- Rights and Duties of Closing Attorney Acting as Holder.** Notwithstanding any provision to the contrary contained in the Agreement, Closing Attorney acting as Holder shall have all of the pre-printed rights and duties of Holder set forth in the GAR Purchase and Sale Agreement (a copy of which is incorporated herein by reference), regardless of whether such rights and duties are set forth in this Agreement. In the event of a conflict between this Agreement and the pre-printed right and duties of Holder set forth in the GAR Purchase and Sale Agreement, the latter shall control unless otherwise agreed to in writing by Buyer, Seller, and Holder. In the event the transaction does not close, Closing Attorney shall not have a right to deduct any of attorney's costs or fees pertaining to the Closing from the earnest money or other trust funds being held by Closing Attorney, except as may be provided elsewhere herein.
- Earnest Money Must Be Paid to Closing Attorney Acting as Holder by Wire Transfer.** Buyer shall be responsible for paying all earnest money and other Buyer trust funds to the Closing Attorney acting as Holder by wire transfer of immediately available funds or by such other method deemed acceptable and/or required by Closing Attorney, as the case may be.
- Failure of Closing Attorney to Become Holder.** If the Closing Attorney named as Holder has not become Holder because the Closing Attorney rejects being the Holder or fails to timely become Holder, then: a) the Alternate Holder named below, who must be a broker in this transaction, shall automatically become the Holder instead of the Closing Attorney; b) all parties consent to the earnest money being paid or transferred to the Alternate Holder; and c) all parties shall cooperate with one another to sign any documents required to accomplish the same. The signature of the Alternate Holder to the Agreement at the time it is first signed shall be deemed consent of the Alternate Holder to serve as Holder. The Alternate Holder's duties and the timeline for performing those duties shall commence when the Alternate Holder becomes the Holder.
- Alternate Holder.** The Buyer must immediately notify all parties if the Closing Attorney fails to become Holder. The Alternate Holder, who must be a broker in this transaction, shall be Perrie & Associates, LLC. In the event an Alternate Holder is not named, the Alternate Holder shall be the Buyer's Broker.
- Closing Attorney Holding Earnest Money in All-Cash Transaction.** In an all-cash transaction where the Closing Attorney is representing the Buyer or Seller, the Closing Attorney can hold the earnest money (and other trust funds), but in the event of a dispute between the parties regarding the disbursement of the funds, the Closing Attorney shall not disburse the funds based upon a reasonable interpretation of the Agreement. Instead and notwithstanding any provision to the contrary contained in this agreement, in the event of a dispute regarding the earnest money in an all-cash transaction where the Closing Attorney is representing the Buyer or Seller, the only remedy available to the Closing Attorney to resolve the dispute regarding the disbursement of earnest money shall be to interplead the funds into a court of competent jurisdiction.
- Notices To and From Holder.** The notice procedures in the Agreement shall control with regard to all notices to and from Holder. Holder's contact information is set forth in signature pages to this Agreement.
- Closing Attorney's Contact Information.** The Closing Attorney named below shall be the Holder in this transaction.

Closing Attorney: Perrie & Associates, LLC

Address: 6400 Powers Ferry Rd Suite 400 Atlanta GA
30339

Phone Number: (770) 579-2700

Fax Number: _____

Email: mikisimpson@perrielaw.com

Buyer's Initials: _____

NR AS
df00a04 1817d6d

Seller's Initials: _____

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F510, Closing Attorney Acting as Holder of Earnest Money Exhibit, 01/01/25

**AGREEMENT OF CLOSING ATTORNEY TO SERVE
AS HOLDER OF EARNEST MONEY
("ESCROW AGREEMENT")**



[Should only be used when F510 Closing Attorney Acting as Holder of
Earnest Money Exhibit has been made part of the Purchase and Sale Agreement]

2025 Printing

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following closing attorney or law firm: Perrie & Associates, LLC
("Closing Attorney") having being named as Holder in the Purchase and Sale Agreement by and between
Nia Rickman, Ann Marie Stafford ("Buyer") and FYR SFR TRS LLC ("Seller") with an Offer
Date of January 28th, 2025 for real property located at: 5277 BRENTWOOD Road, Atlanta, GA 30349
("Agreement") does hereby agree to serve as Holder in such Agreement, subject to the terms herein.

1. TERMS OF CLOSING ATTORNEY ACTING AS HOLDER.

- a. This Escrow Agreement is hereby incorporated into the Agreement and together they shall bind Closing Attorney acting as Holder. The provisions in the Agreement (including the Escrow Agreement) relating directly or indirectly to earnest money and trust funds may be enforced by Holder as a third-party beneficiary to the Agreement. Holder shall have all of the pre-printed rights and duties of Holder and shall follow the procedures binding Holder set forth in the Agreement, unless other agreed to in writing by Buyer, Seller, and Holder. Closing Attorney shall have all of the preprinted rights and duties of Holder set forth in the Agreement without amendment or modification;
- b. Upon the Closing Attorney becoming Holder, the timeframe for Closing Attorney to begin to perform the duties of Holder shall not commence until Holder receives the signed and executed Agreement in its entirety ("Entire Contract"). With regards to amendments to the Entire Contract, the rights and duties of Holder under the amendment shall not commence until Holder receives the amendment.
- c. In the event the transaction does not close, Closing Attorney shall not have a right to deduct any of attorney's costs or fees pertaining to the Closing from the earnest money or other trust funds being held by Closing Attorney, except as may be provided elsewhere herein.
- d. This Escrow Agreement shall be interpreted in accordance with the laws of the State of Georgia;
- e. Time is of the essence; and
- f. This Agreement (including the Escrow Agreement) and any amendment thereto shall constitute the entire agreement of the parties relative to the Closing Attorney acting as Holder.

2. CLOSING ATTORNEY MUST AGREE TO BECOME HOLDER WITHIN FIVE (5) BUSINESS DAYS. The Closing Attorney shall not become the Holder unless the Closing Attorney has within five (5) business days from the date the Closing Attorney receives the Entire Contract the Closing Attorney has: a) signed this Escrow Agreement without modification (except for filling in the blanks contained herein); and b) delivered the same to Buyer and Seller.

3. FAILURE OF CLOSING ATTORNEY TO TIMELY AGREE TO BECOME HOLDER. If the Closing Attorney named as Holder herein has not become Holder within five (5) business days from the date the Closing Attorney receives the Entire Contract in which the Closing Attorney has been appointed as the Holder, then: a) the Alternate Holder referenced in the Closing Attorney Acting as Holder of Earnest Money Exhibit (F510) shall automatically become the Holder instead of the Closing Attorney; b) all parties consent to the earnest money being paid or transferred to the Alternate Holder; and c) all parties shall cooperate with one another to sign any documents required to accomplish the same.

4. CONTACT INFORMATION

Buyer's Name: Nia Rickman
Address: _____

Phone Number: _____
Fax Number: _____
Email: _____

Seller's Name: FYR SFR TRS LLC
Address: _____

Phone Number: _____
Fax Number: _____
Email: _____

Buyer's Name: Ann Marie Stafford
Address: _____

Phone Number: _____
Fax Number: _____
Email: _____

Seller's Name: _____
Address: _____

Phone Number: _____
Fax Number: _____
Email: _____

Buyer Licensee's Name: Jazmeen Hameed
Buyer's Broker Kindred Real Estate, LLC
Address: 2020 Howell Mill Rd.NW #185,
Atlanta, GA 30318
Phone Number: (301) 741-7346
Fax Number: _____
Email: jazmeenhameed@gmail.com

Seller Licensee's Name: Cheryl Kypreos
Seller's Broker GK Properties, LLC
Address: 3950 Cobb Parkway NW Suite 806,
Acworth, GA 30101
Phone Number: (615) 945-1444
Fax Number: _____
Email: listings@kypreosteam.com

Perrie & Associates, LLC
Closing Attorney

Date

By: _____
Signature of Its Authorized Representative

Print or Type Name

6400 Powers Ferry Rd Suite 400 Atlanta
Closing Attorney's Address

GA 30339

mikisimpson@perrielaw.com
E-mail Address of Holder

(770) 579-2700
Telephone Number of Holder

Facsimile Number of Holder

Exhibit " C "

"AS-IS ADDENDUM TO PURCHASE AGREEMENT

This Counter Offer and Addendum (the "Addendum") is hereby made part of the Purchase and Sale Agreement (hereinafter referred to as the "Contract") dated 01-28-2025, 2025, between FYR SFR TRS, LLC, ("Seller"), and Nia Rickman, Ann Marie Stafford ("Buyer"), for the Property located at 5277 BRENTWOOD Road Atlanta, Georgia 30349 (the "Property").

The parties hereto agree that the following terms and conditions are made a part of the aforementioned Contract in like manner as if they were directly set forth therein and shall modify, supplement and prevail over any inconsistent printed provisions of said Contract:

1. Transfer of Property:

At closing, the Seller shall furnish to Buyer a Special Warranty Deed or its local equivalent.

2. Condition of Property:

A. No Representation by Seller:

Seller acquired the Property either as a result of a foreclosure action (or similar action such as a deed in lieu of foreclosure) or as a part of a purchase from a prior servicer. Accordingly, Buyer acknowledges and agrees that the Seller, its agents, employees, and representatives have not made any representations or warranties, expressed or implied, relating in any manner whatsoever with respect to the condition of the Property. Buyer further acknowledges and agrees that he/she has not and is not relying on any statements or representations, whether verbal or written, made by Seller or Seller's agents as to the condition of the Property and/or to any improvements thereon, including, but not limited to, any and all issues arising out of or related to (i) the condition, structural soundness, functionality or operability of any heating and/or air conditioning systems, sewage systems, roof, foundations, termite, soils, septic, building square footage, lot size, appliances, plumbing systems, electrical systems or other utilities; (ii) the suitability of the Property and/or its improvements for a particular purpose; and/or that said improvements are structurally sound and/or in compliance with all applicable federal, state, and local laws, rules and regulations

PROPERTY SHALL BE CONVEYED IN "AS-IS" CONDITION AT TIME OF CLOSING. In the event electrical, plumbing, water and/or heating services are shut down for property preservation or other purposes, Seller will NOT reactivate these systems prior to closing. Appliances will convey ONLY if present at the time of closing.

B. Opportunity to Inspect:

Buyer further acknowledges and agrees that Buyer and/or its agents, representatives, contractors, etc. have had an opportunity to inspect the Property together with all improvements thereon. Buyer further agrees that any and all such inspections shall be made at Buyer's own expense and all such inspections shall be completed within 5 calendar days from the date of execution of the Contract. It is further agreed and understood that in the event the Property must be de- winterized in order to inspect, the Buyer, at its own expense, may de-winterize the Property but must re-winterize the Property upon completion of inspections. Should any freeze damage occur during this time, Buyer will be held fully responsible for the cost to repair. If Buyer does not re-winterize the Property and fails to close on the purchase, the seller shall be entitled to retain \$250 from the Buyer's Earnest Money to cover Seller's cost to re-winterize the Property. In no event shall any inspections be made by any building or zoning inspector or government employee without the prior written consent of Seller.

C. Failure to Inspect:

If Buyer fails to inspect the Property, such failure shall not under any circumstances alter, change, or impair the understanding and agreement made between the Seller and Buyer as set forth herein.

3. Personal Property:

Items of personal property are not included in this sale. Seller makes no representation or warranty as to the condition of personal property, title to personal property or whether any personal property is encumbered by liens. Buyer agrees that Seller shall have no liability for any claim or losses that Buyer or Buyer's successors and/or assigns may incur as a result of any condition or other defect which may now or hereafter exist with respect to said personal property. Any items of personal property remaining after the sale of the Property are deemed to add no value to the transaction and are not part of the actual transaction and are given to Buyer in as-is condition with no seller representation or warranty regarding condition or ownership. No bill of sale will be provided for such items.

4. Occupancy of Property:

A. Occupancy by Tenant:

In the event the Property is occupied by a tenant(s), Seller makes no representations or warranties with respect to the existence of a written lease agreement; the term of such tenancy, if any; whether or not the tenant(s) are current with their rent payments; the amount of such rent, if any; or any and all issues arising out of or related to compliance with any applicable federal, state or local law, rule or regulation, including but not limited to rent control or rent registration laws.

B. Occupancy by Buyer:

It is hereby understood and agreed that Buyer shall not occupy the Property prior to closing of title and Seller's receipt of the sales proceeds. In the event that the Buyer alters the Property; makes or starts to make improvements to the Property; occupies the Property in any manner whatsoever; or permits any person(s) to occupy the Property prior to closing, then the Buyer shall be deemed to be in default of the Contract and Buyer's earnest money deposit and any rights to any and all improvements to the Property made by Buyer shall be forfeited to the Seller in their entirety and Buyer may be held responsible for any damage or loss of functionality of the property caused by Buyer's actions prior to Seller's receipt of the sales proceeds. Notwithstanding the foregoing, the Buyer may have access to the Property prior to closing with the prior written consent of Seller and only if Buyer is accompanied by the Seller or the Seller's agent, unless otherwise agreed to by the parties in writing.

5. Closing of Title:

A. Location of Closing:

The closing of title shall be held at the offices of (i) the Seller's attorney; (ii) the Seller's agent; (iii) at a location designated and approved by the Seller; or (iv) if required by state law, at the office of an escrow agent or title insurer mutually agreed upon by the Seller and the Buyer.

B. Cost of Closing

Both Seller and Buyer agree to pay their respective title/escrow/closing costs per local customary practice. In the cases of a Buyer directed state, the Buyer has the option of using the Seller's title company. IF THE BUYER CHOOSES TO USE THE SELLER'S TITLE COMPANY, SELLER WILL PAY FOR THE OWNERS TITLE POLICY. IN A BUYER DIRECTED STATE, IF BUYER ELECTS TO USE HIS/HER OWN TITLE/CLOSING AGENT, THE TITLE POLICY COST WILL BE AT THE EXPENSE OF THE BUYER AND ANY SELLER CONCESSIONS SHALL NOT BE USED FOR THIS EXPENSE. WITH THE EXCEPTION OF CALIFORNIA. IN CALIFORNIA THE BUYER'S CHOICE ACT WILL CONTROL.

C. Notice to California Buyers:

California's state law grants to a Buyer the right to make an independent selection of a title insurer or escrow agent and prohibits a Seller from requiring directly or indirectly, as a condition of selling the Property, that title insurance covering the property or escrow service provided in connection with the sale of the Property be purchased by the Buyer from a particular title insurer or escrow agent.

Buyer's acknowledgement of notice (initial)_____

D. Notice to Hawaii Buyers:

Hawaii's state law grants to a Buyer the right to make an independent selection of a title insurer or escrow agent and prohibits a Seller from requiring directly or indirectly, as a condition of selling the Property, that title insurance covering the property or escrow service provided in connection with the sale of the Property be purchased by the Buyer from a particular title insurer or escrow agent.

Buyer's acknowledgement of notice (initial)_____

E. Notice to New York Buyers:

Buyer acknowledges that seller has acquired title through foreclosure or conveyance of the property in lieu of foreclosure. Buyer agrees that they are purchasing the premises subject to any rights the prior owners may have under applicable law. Buyer agrees that any exception contained in Buyer's title commitment, whether obtained by Buyer, or provided by Seller, regarding any rights reserved under RPAPL 1302-A or CPRL 317 shall not be deemed to render title unmarketable or uninsurable. Buyer agrees to accept title subject to these exceptions and seller shall not be obligated to cure any such exceptions.

Buyer's acknowledgement of notice (initial)_____

F. Date of Closing:

Closing shall occur on or before the 28th day of March, 2025.

G. Delay of Closing:

The Buyer agrees to make every effort to meet this deadline. In the event, the closing extends beyond the date set forth above through no fault of the Seller, Buyer hereby agrees to pay the Seller the sum of \$100.00 (one hundred dollars) for each day the closing is delayed beyond the date set forth above. Any and all extensions of the agreed upon closing date set forth above must be in writing and pre-approved by the Seller. Notwithstanding anything to the contrary stated herein, it is understood and agreed that Seller shall retain the right to cancel the Contract and pursue the remedies set forth therein and herein if the Buyer fails to meet the stated deadline. The sale may not close in escrow without the prior written consent of the Seller.

H. Post Closing:

Buyer is responsible for the installation of new locks on the Property immediately after the closing and Buyer shall hold Seller and Seller's representatives harmless from and indemnify Seller and Seller's representatives against any and all damages, claims, liens, losses, liabilities, costs, injuries, attorneys fees and expenses of every kind and nature that may be made against Seller as a result of Buyer's failure to install new locks on the Property.

All prorations, including but not limited to, prorations of any and all taxes, fees, utilities, homeowners or condominium association assessments and dues and any and all other charges against the Property as reflected on the settlement statement executed by the Seller are final. No adjustments or payments will be made by Seller post-closing. Special assessments will be pro-rated up to closing date regardless of if said assessments are due in full or in future installments. Any special assessments levied and payable in installments shall be prorated to date of closing and shall be assumed and paid by Buyer from closing date forward. In no instance shall the Seller be responsible for the payment of any assessment pending but not levied as of the date of closing.

6. Terms:

A. **Sales Price is \$** 210, 000 **, with \$** 2,000 **Earnest Money (\$1,000 minimum).**

B. Buyer's closing costs paid by the Seller shall not exceed \$0.00 for loan points, \$0.00 for non-allowables and \$0.00 for other Buyer closing costs. These costs are not inter-changeable and are to be used as specified in this addendum. In the event Buyer(s) fees and expenses are less than the amount stated above, Buyer will NOT receive a credit for the balance, nor shall any such excess be applied to other costs incurred by Buyer(s) regarding this transaction.

C. Seller shall be limited to \$0.00 for Lender required repairs, \$0.00 Termite repairs, and \$0.00 for home warranties, and \$0.00 for other repairs.

D. Any other amounts paid by Seller on behalf of Buyer, including, but not limited to, origination fee, inspections, dues and assessments, shall not exceed \$0.00. This amount is for:

7. Financing:

Contract is: ☐ Cash ☐ CONV ☒ FHA ☐ Other: _____

A. If purchase is subject to financing, Buyer shall provide Seller with unconditional loan approval within 10 business days of mutual acceptance of the purchase contract and this addendum.

B. Seller shall have the right to unilaterally cancel the contract and thereby be relieved of any and all obligations to perform under the contract if the Buyer, without the written approval of the Seller, employs a form of financing different than the form originally selected by Buyer and indicated above.

C. Seller makes no representation that the transaction as structured herein will comply with Lender's requirements. Buyer shall consult with Lender to verify compliance.

8. Title/Conveyance/Survey:

The extent of Seller's obligation with respect to title shall be to provide insurable title to Buyer. Title to the property may run from the owner of record or from Seller by act of power of attorney on behalf of the recorded owner. Seller will not provide a Survey or an Abstract of Title, unless required by state law, and will only provide Buyer with a title report which can be converted into a guaranteed, insurable title policy by Buyer, at its expense. Conveyance will be by SPECIAL WARRANTY DEED or other local form of Deed acceptable to the recording agent and Seller. The closing attorney/agent is responsible for providing the legal description of the property. The legal description shall be the same legal description as contained in the foreclosure deed or the deed-in-lieu of foreclosure, as applicable or any revision thereto. Seller has obtained title information, a title report or preliminary report in order to make available at closing, an Owner's title insurance policy for the Buyer. In states where required by law, Buyer may be entitled to make an independent selection of a title insurer or escrow agent and obtain title information, a title report, or a preliminary title report from another source at the Buyer's sole expense.

9. Seller's Right to Contest Taxes:

Seller shall have the unrestricted right to contest the amount of or obligation to pay any ad valorem real or personal property taxes, real or personal property assessments, or assessments or dues of any condominium, planned unit development or similar community or other homeowner's association, (collectively, "Taxes") for any calendar year, fiscal year, or other accounting period for which Taxes are assessed or levied (a "Tax Period") that includes the date of the close of escrow on the Property (the "Closing Tax Period"). Seller may contest Taxes by any judicial, administrative, or other process that Seller chooses. If requested by Seller, Buyer shall join in any proceeding to contest Taxes to the extent necessary to permit Seller to exercise its rights under this Agreement. Seller shall have no duty to contest Taxes, and may dismiss, settle or otherwise resolve any matter relating to contested Taxes on whatever terms Seller chooses.

A. Entitlement to Refund:

Any refund of contested Taxes for the Closing Tax Period or any prior Tax Period shall be paid to Seller, and Buyer hereby irrevocably assigns to Seller any right, title, or interest it may have in any refund of contested Taxes for all such Tax Periods. If requested by Seller, Buyer shall execute whatever endorsements or other documents may be necessary to accomplish the refund of such contested Taxes to Seller.

10. Indemnification:

Buyer agrees to indemnify, defend and hold harmless Seller, its affiliates, parent, tenants, agents, employees and contractors, from and against any and all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, (including reasonable attorneys' fees) which may be imposed upon, incurred by or asserted against Seller, its affiliates, parent, tenants, agents, employees and contractors arising out of or related to any and all inspections made by Buyer, its agents, contractors or employees including, but not limited to, (i) any and all property damage to the Property or to any adjoining Property; and (ii) any and all personal injuries to Buyer or any other person(s)

11. Seller's Right to Cancel:

A. Special Conditions:

Buyer hereby acknowledges and understands that Seller obtained the Property via foreclosure or similar action such as a deed in lieu of foreclosure. As a result, the Contract may be subject to any or all of the following: approval by a private mortgage insurer; repurchase of the Property by a prior mortgage servicer or insurer; or the ability of the Seller to clear title as required by the Contract, or the passing of such time limits as may be required under one or more lending programs. Buyer agrees that in the event that any of these conditions arise with respect to the Property being transferred hereunder, the Seller shall have the sole and exclusive right to cancel the Contract at which time the Seller shall promptly refund the Buyer's earnest money and Seller shall have no further obligations to the Buyer whatsoever and the Contract shall be deemed null and void of no further force or effect. The refund of Buyer's earnest money shall constitute the sole and exclusive remedy of Buyer.

B. Lender-Required Repairs:

Should any lender, insuring entity or agency require that certain repairs be made to the Property or that any other conditions be met, the Seller shall have the sole and exclusive right to either (i) comply with such requirements; or (ii) terminate the Contract. In the event Seller terminates the Contract, the Seller shall promptly refund the Buyer's earnest money and Seller shall have no further obligations to the Buyer whatsoever and the Contract shall be deemed null and void and of no further force or effect.

C. FHA/VA

In addition, in the event any FHA Conditional Commitment or VA Certificate of Reasonable Value vary from the agreed upon purchase price of the Property, then Seller, at its sole option, may terminate the Contract at which time the Seller shall promptly refund the Buyer's earnest money and Seller shall have no further obligations to the Buyer whatsoever and the Contract shall be deemed null and void and of no further force or effect.

12. Default:

In the event that the Buyer defaults in the performance of the Contract, it is expressly understood and agreed that the entire earnest money deposit shall be paid to Seller as liquidated damages for, among other things, the additional cost of carrying the Property and lost marketing time which the parties acknowledge and agree are difficult to calculate. The parties further specifically acknowledge and agree that said liquidated damages shall not be construed or deemed to constitute a penalty and the right given to the Seller to retain said earnest money shall not constitute Seller's sole and exclusive remedy.

- A. For purposes of this paragraph, if the Contract entered into between Buyer and Seller states that the Buyer will be purchasing the subject Property as an all-cash transaction (i.e. Buyer will not be obtaining third party financing), it is expressly understood that Seller will be materially relying on said representation. As such, if the Buyer subsequently elects to purchase the Property via third party financing rather than cash as previously agreed, then Buyer's failure to close a cash transaction shall constitute a default by Buyer thereby entitling Seller to the liquidated damages referenced above. In the event of default by Seller, Buyer shall be entitled to a return of the earnest money deposit as the Buyer's sole and exclusive remedy.
- B. The Buyer agrees to cooperate and comply with all requests for documents and information from the Buyer's chosen lender during the loan application process. Failure of the Buyer to comply with such requests from the lender which results in the denial of the mortgage loan will constitute a breach of this Agreement and the Seller shall be entitled to retain any and all earnest money deposited by the Buyer. The Buyer is aware that the price and terms of this transaction were negotiated on the basis of the type of financing selected by Buyer. Any change as to the terms of said financing, or a change in the Buyer's lender after negotiations for the purchase of the Property have been completed, may require renegotiation of all terms of this Agreement. The decision to renegotiate shall be within the sole discretion of the Seller.

13. Real Estate Broker Commissions:

The total real estate broker commission payable by Seller pursuant to this sale shall be based upon the net purchase price (i.e. net of any and all Seller concessions) and consistent with the Listing Agreement. The closing agent is authorized and directed to pay said commission from the sale proceeds at closing as per the terms of the Closing Instructions (or similar form) to be provided by Seller. In no event shall any real estate broker commissions be deemed earned and payable until the closing of the purchase and sale is consummated; title passes to Buyer; and Seller receives proceeds of the sale.

14. Waivers:

Material consideration to Seller entering into this Agreement with Buyer, Buyer expressly waives the (i) remedy of specific performance on account of Seller's default under this Agreement; (ii) any right otherwise to record or file a lis pendens or a notice of pendency of action or similar notice against all or any portion of the Property; (iii) right to invoke any other equitable remedy that may be available that, if invoked, would prevent the Seller from conveying the Property to a third-party purchaser; (iv) any claims or losses relating to environmental conditions affecting the property including, but not limited to, mold, lead paint, fuel oil, allergens or other toxic substances of any kind; and (v) any claim arising from encroachments, easements, shortages in area or any other matter which would be disclosed or revealed by a survey or inspection of the Property or search of the public records. In the event that the Buyer breaches any of the warranties described or contemplated under this paragraph and a court finds that such action is without merit, the Buyer shall pay all reasonable attorney's fees and costs incurred by the Seller in defending such action.

15. Environmental Conditions:

Mold, mildew, spores and/or other microscopic organisms and/or allergens (collectively referred to in this Agreement as "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms, has been reported to be toxic and to cause serious physical injuries, including, but not limited to, respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Mold has also been reported to cause extensive damage to personal and real property. Mold may have been removed or covered in the course of cleaning or repairing the Property. The Buyer acknowledges that, if Seller or any of Seller's employees, contractors, or agents cleaned or repaired the Property or remediated Mold contamination, Seller does not in any way warrant the cleaning, repairs or remediation. Buyer accepts full responsibility for all hazards that may result from the presence of Mold in or around the Property. The Buyer is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property and Buyer has not, in any way, relied upon any representation of Seller, Seller's employees, officers, directors, contractors, or agents concerning the past or present existence of Mold in or around the Property.

16. City Inspection Issues:

Buyer agrees to be responsible for any remedial issues contained in any code compliance or truth in the housing report (if applicable per the municipality in which the property is located) and will hold Seller and Seller's agent harmless for any omissions or subsequent conditions/changes in requirements concerning the physical condition of the property. Buyer agrees to sign any Seller city-required documents regarding Buyer's responsibility for remedial issues.

17. Bank Secrecy Act:

Buyer understands and acknowledges that Seller is prohibited from engaging in any transaction with individuals on the Specially Designated Nationals ("SDN") and Blocked Persons List (the "List") maintained by the Office of Foreign Assets Control Department of the Treasury ("OFAC") and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation; and/or any exclusionary list maintained by any state or federal government agency, or government sponsored entity ("collectively, the "List"). Buyer also understands and acknowledges that the Seller is required to verify Buyer's identification, as well as, any identified entity and/or individual(s) connected to the Buyer against the above referenced List and as required by BSA (Bank Secrecy Act) AML (Anti-Money Laundering) regulations, and that purchase of the Property by Buyer is contingent in part upon Buyer, as well as, any identified entity and/or individual(s) connected to the Buyer clearing a check of the List. Said proof of identification of the Buyer must be compliant with federal law; Seller may request additional identification information to ensure an accurate review of the List has been made and satisfactory proof of identification of Buyer. Upon Seller's request for additional information, Buyer agrees to cooperate and furnish the requested information. If Seller finds, in its sole and absolute discretion, that any Buyer does not clear the List by either a direct hit or not furnishing adequate identity documentation, Buyer agrees that seller shall be under no obligation to proceed with the transaction, and Buyer will execute a contract cancellation.

18. Lead Based Paint:

Disclosure of Information on Lead Based Paint and Lead Based Paint Hazards Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the purchaser(s) with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the purchaser(s) of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

19. Miscellaneous:

A. Evidence of Offer Acceptance:

Buyer acknowledges that Seller may have received offers prior to or may receive offers after receipt of Buyer's offer. Buyer(s) acknowledge that the Seller may consider all offers to purchase, regardless of the date of receipt and that Seller may accept or reject any offer in its sole discretion.

B. Assignability:

Buyer may not assign or transfer this Agreement without prior written consent of Seller. Any such attempted assignment without prior written consent of Seller shall be void and without effect.

C. **Performance:**

The acceptance of a deed by Buyer shall be deemed to be a full performance and discharge of this Contract in its entirety.

D. **Severability of Provisions:**

If any one or more of the covenants, agreements, provisions or terms of this Addendum shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Agreement and shall in no way affect the validity or enforceability of the other provisions of this Addendum.

E. **Headings:**

Headings used in this Agreement are for reference purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof.

20. **Cash to Close:**

This contract is VOID if Seller is required to remit additional cash to close this transaction.

21. **Additional Conditions:**

Buyer agrees to transfer or switch all utilities (including water, sewer, gas, electricity, trash) to Buyer's name on the date of closing.

The undersigned approve and accept this Addendum and acknowledge and agree that this Addendum is a legally binding agreement and is made part of the aforementioned Contract in like manner as if it were directly set forth therein.

DocuSigned by:

John Wilson

13BE48657479434

SELLER:

By: FYR SFR TRS, LLC by John Wilson

Date: 1/25/25

BUYER(S):

Name: Nia Rickman

Signature: *Nia Rickman*

6c636f4

Date: 01-29-2025

Name: Ann Marie Stafford

Signature: *Ann Marie Stafford*

3a62503

Date: 01-28-2025

ACKNOWLEDGED:

Name: _____

Date: _____

Buyer(s)'s Broker: *Jazmeen Hameed*

c4057f6


Name: Jazmeen Hameed


Date: 01-29-2025


Waiver of Automatic Closing Extension

Should Buyer fail to meet the Closing Deadline set forth below, without a written extension approved by the Seller and signed by all parties hereto, the contract shall be cancelled, and Seller shall be relieved of any obligations to perform under the contract.

Closing Deadline: 02-28-2025, 2025.

SELLER: 
By: FYR SFR TRS, LLC by John Wilson
Date: 1/25/25

BUYER(S):
Name: Nia Rickman
Signature: 
Date: 01-29-2025

Name: Ann Marie Stafford
Signature: 
Date: 01-28-2025

MOLD DISCLOSURE AND WAIVER

Printed Name(s) of Buyer(s): Nia Rickman, Ann Marie Stafford

Printed Name(s) of Seller(s): FYR SFR TRS, LLC by John Wilson

Property Address: 5277 BRENTWOOD Road Atlanta, Georgia 30349

1. **SELLER DISCLOSURE.** To the best of Seller's actual knowledge, Seller represents:
- a. The Property described herein has^X **has not** been previously tested for molds; Note: If answer to a. is "has not", then skip b. and c. and go to Section #2. If answer to a. is "has", then complete b. and c.
 - b. The molds found were **were not** identified as toxic molds;
 - c. With regard to any molds that were found, measures were **were not** taken to remove those molds.

Buyers Initials: NR AS

2. **MOLD INSPECTIONS.** Molds, fungi, mildew, and similar organisms may exist in the Property of which the Seller is unaware and has no actual knowledge. These contaminants generally grow in places where there is excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding. A professional home inspection may not disclose molds. Buyer may wish to obtain an inspection specifically for molds to determine the condition of the Property and its environmental status more fully. Neither Seller's agents nor Buyer's agents are experts in the field of mold. The Buyers are strongly encouraged to satisfy themselves as to the Property condition.
3. **HOLD HARMLESS.** Buyer makes the decision to purchase the Property independent of any representation of the Seller or Seller's agents involved in the transaction regarding mold. Accordingly, Buyer agrees to indemnify and hold Seller and Seller's agents harmless in the event any mold is present on the Property.
4. **DISCLAIMER AND WAIVER.** Seller shall not be responsible for any damages caused by mold, or by some other agent, including but not limited to, property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects or any other effects. All express or implied warranties that might cover mold or mold related defects, including any implied warranty of workmanlike construction, any implied warranty of quality, habitability or otherwise, or any implied warranty of fitness for a particular use, are hereby waived and disclaimed. This waiver and disclaimer are part of the basis of the bargain for the home sale transaction between the parties.

Should any term or provision of this Mold Disclosure and Waiver be ruled invalid or unenforceable by a court of competent jurisdiction, the remainder of this Mold Disclosure and Waiver shall nonetheless stand in full force and effect.

Buyer(s) hereby fully and forever releases and discharges Seller, its contractors, consultants, employees, and agents as to any and all claims and warranties, implied or express, of any kind or nature whatsoever, whether known or unknown, which Buyer may have now or in the future, arising out of or in any way connected with the mold on the lumber used for the framing and its effects including, without limitation, damage to property or persons caused by mold or other agents.

5. **RECEIPT OF COPY.** Buyer(s) has read this Mold Disclosure Waiver and by their signatures hereon acknowledge receipt of a copy thereof. The terms of the attached Mold Waiver are incorporated herein.

Buyer: Nia Rickman Date: 01-29-2025

Buyer: Ann Marie Stafford Date: 01-28-2025

WHAT HOMEOWNERS SHOULD KNOW ABOUT MOLD

Mold. Mold is a type of fungus. It occurs naturally in the environment and is necessary for the natural decomposition of plant and other organic material. It spreads by means of microscopic spores borne on the wind and is found everywhere life can be supported. Residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your home. Most homeowners are familiar with mold growth in the form of bread mold and mold that may grow on the bathroom tile. Mold may be present on the lumber used to construct your residence and this naturally occurring form of mold is not unusual.

Moisture in the home can have many causes. Spills, leaks, overflows, condensation, and high humidity are common sources of home moisture. Good housekeeping and home maintenance practices are essential in the effort to prevent or eliminate mold growth. If moisture is allowed to remain on the growth medium, mold can develop within 24 to 48 hours.

Consequences of Mold. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat, and headache. Individuals with suppressed immune systems may risk infections.

However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven.

What the Homeowner Can Do. The homeowner can take positive steps to reduce or eliminate the occurrence of mold growth in the home and thereby minimize any possible adverse effects that may be caused by mold. These steps include the following:

1. Before bringing items into the home, check for signs of mold. Potted plants (roots and soil), furnishings, or stored clothing and bedding material, as well as many other household goods, could already contain mold growth.
2. Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth.
3. Keep the humidity in the home low. Vent clothes dryers to the outdoors. Ventilate kitchens and bathrooms by opening the windows, by using exhaust fans, or by running the air conditioning to remove excess moisture in the air, and to facilitate evaporation of water from wet surfaces.
4. Promptly clean up spills, condensation, and other sources of moisture. Thoroughly dry any wet surfaces or material. Do not let water pool or stand in your home. Promptly replace any materials that cannot be thoroughly dried, such as drywall or insulation.
5. Inspect for leaks on a regular basis. Look for discolorations or wet spots. Repair any leaks promptly. Inspect condensation pans (refrigerators and air conditioners) for mold growth. Take notice of musty odors and any visible signs of mold.
6. Should mold develop, thoroughly clean the affected area with a mild solution of bleach. First test to see if the affected material or surface is color safe. Porous materials, such as fabric, upholstery or carpet should be discarded. Should the mold growth be severe, call on the services of a qualified professional cleaner.

BUYER'S BROKER COMPENSATION AGREEMENT

Exhibit "D _____"



2025 Printing

(THIS EXHIBIT SHOULD NOT BE USED IF THE BROKER(S) COMPENSATION AND THE PARTY OR BROKER PAYING IT HAVE ALREADY BEEN AGREED TO IN A SEPARATE WRITTEN AGREEMENT AND IS NOT BEING MODIFIED)

This Exhibit is part of the Agreement with an Offer Date of January 28th, 2025 for the purchase and sale of that certain Property known as: 5277 BRENTWOOD Road Atlanta 30349, Georgia ("Agreement").

For and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby agree as follows:

1. Compensation Being Offered to Buyer's Broker. The compensation of the undersigned Buyer's Broker for professional brokerage services ("Compensation") provided in the above-referenced transaction is set forth below and shall be paid by the following party or the Broker working with or representing such party:

A. Compensation Shared by Seller's Broker with Buyer's Broker. Such Compensation is a portion of the Compensation paid by Seller to Seller's Broker pursuant to a separate written agreement between Seller and Seller's Broker. The Compensation paid by Seller's Broker to Buyer's Broker in this transaction shall be as set forth below:

- ☐ _____ percent (_____%) of the sales price;
- ☐ \$ _____;
- ☐ (other) _____

B. Compensation Paid by Seller to Buyer's Broker. The Compensation to be paid by the Seller to Buyer's Broker in this transaction shall be as set forth below:

- ☒ three percent (3 %) of the sales price;
- ☐ \$ _____;
- ☐ (other) _____

2. General.

- A.** Neither Broker shall have a claim for Compensation against the other in the event the closing does not occur.
- B.** Any licensee signing this Buyer's Broker Compensation Agreement ("Compensation Agreement") on behalf of their Broker warrants that they have full authority to sign on behalf of and bind the Broker to this Compensation Agreement.
- C.** Once this Compensation Agreement is signed, it cannot be further modified without the express written consent of the Broker(s) whose Compensation is set forth or shared herein and any such modification shall be null and void without the affected Broker's written consent.
- D.** The Brokers referenced herein are express third-party beneficiaries of this Agreement. The rights to Compensation herein shall survive the Closing, and Brokers shall have all remedies available at law or in equity, in the event Broker is not timely paid.
- E.** If the Compensation being offered to Buyer's Broker is more than Buyer's Broker is permitted to accept, and the Buyer does not consent to the additional Compensation being paid, then the offer of Compensation herein shall be reduced to the amount of Compensation Buyer's Broker is permitted to accept.

SPECIAL STIPULATIONS: The following Special Stipulations are made a part of this Agreement.

☐ Additional Special Stipulations (F246) are attached.

[SIGNATURES ON FOLLOWING PAGE]

Nia Rickman
1 Buyer's Signature

January 29th, 2025
Date

Ann Marie Stafford
2 Buyer's Signature

January 28th, 2025
Date

☐ Additional Signature Page (F267) is attached.

Kindred Real Estate, LLC
Buyer Brokerage Firm

Jazmeen Hameed
Broker Signature (or authorized representative)

January 29th, 2025
Date

1 Seller's Signature

Date

2 Seller's Signature

Date

☐ Additional Signature Page (F267) is attached.

GK Properties, LLC
Seller Brokerage Firm

Broker Signature (or authorized representative)

Date



NMLS:2023722

Kindred Mortgage Group, LLC Pre-Approval Letter

Date: 01/13/2025
Borrower(s): Nia Rickman, Ann Marie
Address: Fairburn, GA, 30213 (TBD)
Expires On: 04/13/2025

CONGRATULATIONS!

You have been pre-approved for the following loan terms based on the information and documentation that you provided to Kindred Mortgage Group, LLC regarding your income, employment, and overall credit. Your credit has been reviewed. Your financing is subject to final underwriting approval, clear & marketable title, homeowner's insurance, appraisal review, and verification that your financial condition and creditworthiness has not changed between the date of this letter and closing/funding of the loan.

Pre-approval Terms:

Ref Number: 13580586

| | |
|-----------------------|-----------------|
| Purchase Price: | \$235,000 |
| Loan Amount: | Up to \$226,775 |
| Financing Percentage: | 96.50% |
| Loan Term: | 30 years |
| Loan Type: | FHA |
| Seller Credits: | \$0.00 |
| Deposit: | \$0.00 |

This approval is not to be construed as a mortgage commitment. A loan commitment is subject to complete underwriting approval, including satisfactory appraisal and clear title work. Interest rates are subject to change.

If you have any questions, please feel free to contact me at (404) 079-3077 or terica@kindredmortgagegroup.com.

Sincerely,

TERICA KINDRED

NMLS: 1953234
Phone: (404) 079-3077
Mobile:
Email: terica@kindredmortgagegroup.com