

**1041 FLATS
PURCHASE AGREEMENT**

THIS PURCHASE AGREEMENT (this “**Agreement**”), entered into this _____ day of _____, 2019, by and between 1041 East Trinity LP, LLC, a Tennessee limited liability company, with an address of 4303 Gallatin Pike, Suite 103, Nashville, TN 37216, its successors or assigns (“**Seller**”), and _____ (“**Buyer**”, collectively, if more than one).

Buyer’s Physical Address: _____
Telephone Number(s): _____
E-mail Address (required): _____
Facsimile Number(s) (if any): _____

Listing Broker: Village Real Estate Services
Physical Address: 1258 martin Street
Nashville, TN 37203
Telephone Number(s): (615) 345-4611
E-mail Address (if any): _____

Cooperating Broker: _____
Physical Address: _____
Telephone Number(s): _____
E-mail Address (if any): _____
Facsimile Number(s) (if any): _____

For purposes of this Agreement, capitalized terms, unless otherwise defined herein, shall have the meaning ascribed to such terms by the Declaration of Condominium for 1041 Flats, A Condominium (“1041 Flats” or the “Condominium”).

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING SELLER’S REPRESENTATIONS. ALL OF SELLER’S REPRESENTATIONS ARE INCLUDED SOLELY IN THIS AGREEMENT AND RELATED DOCUMENTS.

WITNESSETH:

Seller agrees to sell, and Buyer agrees to purchase, in accordance with the terms and conditions of this Agreement, Unit _____ (the “Unit”) of 1041 Flats, a condominium development located on real property in Nashville, Davidson County, Tennessee, on real property more particularly described on **Exhibit “A”** hereto (the “Real Property”). The floor plan of the Unit is attached hereto as **Exhibit “B”** (“Floor Plan”). The Condominium will be created pursuant to that certain Declaration of Condominium for 1041 Flats, a Condominium, and exhibits thereto (the “Declaration”), to be recorded at or prior to Closing in the Register’s Office for Davidson County, Tennessee. A copy of the Declaration is contained in the Disclosure and Condominium Documents Package (“Disclosure Package”), which has been furnished by Seller to Buyer. Buyer hereby acknowledges that it has received the Disclosure Package, which was furnished to it at or prior to the time of execution of this Agreement. The Unit, together with its percentage of undivided interest in the Common Elements of 1041 Flats, and its interest in the Limited Common Elements assigned to the Unit (if any), is more particularly described in the Declaration.

Seller reserves the right to make any modifications, additions, deletions, or other changes to the Declaration so long as such changes do not materially affect Buyer’s rights pursuant to this Agreement. Buyer agrees that he or she will assume, as of the closing date, all obligations appurtenant to his or her Unit, pursuant to the Declaration.

1. **PURCHASE PRICE:**

(a) ***Purchase Price Summary:***

Base Purchase Price for the Unit (the "Base Purchase Price") \$ _____

Leasing Permit Premium (if applicable) \$ _____

Full Purchase Price for the Unit (the "Full Purchase Price") \$ _____

The Full Purchase Price is payable as follows:

(b) ***Deposit Summary:***

Deposit to Escrow Agent (Section 1(d)) \$ _____

(c) ***Summary of Balances Due at Closing:***

Balance of Base Purchase Price \$ _____

TOTAL DUE AT CLOSING \$ _____

(d) The "Deposit to Escrow Agent" specified in Section 1(b) above shall be payable to Wagon Wheel Title and Escrow, LLC ("Escrow Agent") as an "Deposit" which shall be applied to the Full Purchase Price for the Unit at Closing.

(e) The "TOTAL DUE AT CLOSING" specified in Section 1(c) above shall be paid by Buyer at "Closing" (as hereinafter defined) by good funds by wire transfer to Escrow Agent (subject to credits adjustments and prorations provided for in this Agreement, but not including expenses of Closing to be paid by Buyer pursuant to Paragraph 8 hereof).

(f) The Deposit shall be deposited in an escrow/trust account (the "Deposit Account") by Escrow Agent within two (2) banking days from Seller's acceptance of this Agreement and shall be applied towards the Full Purchase Price of the Unit at the time of closing. The Deposit Account shall contain the Deposit, as well as deposits by other prospective purchasers of units in 1041 Flats. All interest earned in respect to the Deposit Account shall accrue to the benefit of Seller. In the event that the Deposit, whether in the form of a check or other form of payment is not honored, for any reason, by the bank upon which it is drawn, Escrow Agent shall promptly notify Buyer and Seller. Buyer shall have three (3) banking days after notice to deliver good funds to Escrow Agent. In the event Buyer does not timely deliver good funds, Seller shall have the right to terminate this Agreement upon written notice to Buyer.

(g) Escrow Agent shall disburse the Deposit only as follows: (i) at closing; (ii) upon a written agreement signed by all parties having an interest in the funds; (iii) upon order of a court or arbitrator having jurisdiction over any dispute involving the Deposit; or (iv) upon written notice from Seller that Buyer has defaulted under this Agreement and Seller is entitled to the Deposit; provided, however, that prior to delivery of the Deposit to Seller, Escrow Agent shall have notified Buyer in writing of Seller's demand for the Deposit, and Buyer shall have failed within five (5) business days thereafter to provide Escrow Agent a sworn affidavit setting forth the legal and factual basis for Buyer's claim (if any) to the Deposit. In the event a timely objection is made by Buyer and is supported by the required affidavit, Escrow Agent shall consider the objection and shall do any or a combination of the following: (i) hold the Deposit for a reasonable period of time to give the parties an opportunity to resolve the dispute; (ii) disburse the Deposit and so notify all parties; and/or (iii) interplead the Deposit into a court of competent jurisdiction. Escrow Agent shall be reimbursed for and may deduct from any funds interpleaded its cost and

expenses, including reasonable attorneys' fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Escrow Agent. No party shall seek damages from Escrow Agent (nor shall Escrow Agent be liable for damages) for any matter relating to the performance of Escrow Agent's duties under this Agreement.

(h) FINANCING - CHECK ONE

_____ This Agreement is not contingent upon Buyer's ability to obtain financing, and any financing sought by Buyer shall not delay the closing of the sale of the Unit. The sale and purchase of the Unit shall be considered an all cash transaction.

_____ This Agreement is contingent upon Buyer's ability to obtain financing. Buyer must provide loan commitment within 10 banking days after the Effective Date (the "Financing Contingency Deadline"). Buyer's obligation to purchase the Unit is subject to Buyer's ability to obtain a satisfactory commitment for conventional, FHA or VA financing (a "Loan") before expiration of the Financing Contingency Deadline. "Ability to obtain," as used herein, means that Buyer is qualified to receive the Loan based upon lender's customary and standard underwriting criteria. If Buyer has the ability to obtain the Loan, Buyer warrants that, at closing, Buyer will have sufficient cash to complete the purchase of the Condominium. Buyer further warrants that, unless otherwise specified herein, Buyer does not need to sell or lease other real property in order to complete the purchase of the Condominium. To terminate this Agreement pursuant to this paragraph and obtain a return of the Deposit from Escrow Agent, Buyer shall give Seller written notice of its inability to obtain a satisfactory loan commitment on or before expiration of the Financing Contingency Deadline. IF BUYER FAILS TO PROVIDE EVIDENCE OF APPROVAL OF THE LOAN COMMITMENT OR WRITTEN NOTICE OF ITS INABILITY TO OBTAIN A SATISFACTORY LOAN PRIOR TO THE EXPIRATION OF THE FINANCING CONTINGENCY DEADLINE AS PROVIDED IN THIS PARAGRAPH, BUYER SHALL BE DEEMED TO HAVE WAIVED THE FINANCING CONTINGENCY AND THE PARTIES SHALL PROCEED TO CLOSING UNDER THE TERMS OF THIS AGREEMENT. IF BUYER PROVIDES EVIDENCE OF APPROVAL OF THE LOAN COMMITMENT PRIOR TO THE EXPIRATION OF THE FINANCING CONTINGENCY DEADLINE, BUT IS UNABLE TO CLOSE ON THE LOAN BY THE CLOSING DATE, BUYER SHALL BE IN DEFAULT UNDER THIS AGREEMENT, SELLER'S OBLIGATION TO SELL THE PROPERTY TO BUYER WILL BE TERMINATED, THE INITIAL DEPOSIT SHALL BE DISBURSED BY ESCROW AGENT TO SELLER AND SELLER MAY PURSUE OTHER OPTIONS DESCRIBED HEREIN. In addition, at any time the Seller may require the Buyer to show evidence of financing. In the event that the Buyer cannot show proper evidence of financing within ten (10) days of Seller's request, the Seller may, at its sole option, consider the Buyer to be in default.

2. STANDARD FINISHES.

(a) A description of the standard finishes included in the Unit is attached hereto as **Exhibit "F"** and made a part hereof.

(b) Seller estimates that the Unit will be completed and ready for occupancy by Buyer on or before June 1, 2020. The expression of an estimated time of delivery on the part of Seller is made as an accommodation to Buyer to assist Buyer, but it shall not be considered as time which is of the essence of this Agreement, and it shall be subject to change should Seller's progress or plans be altered by changes in Seller's marketing or development program for 1041 Flats, or by conditions unforeseen by Seller or outside the reasonable control of Seller, and any such change shall not require formal or specific notice by Seller to Buyer. Buyer understands and agrees that Seller can neither imply nor guarantee a firm completion and availability date for the Unit, and that advance projections are approximations only. Seller shall make a reasonable effort to meet estimated construction schedules, but Seller shall not be obligated to provide or compensate Buyer for any accommodations or expenses of Buyer as a result of a delayed or changed completion date. Notwithstanding anything in this Agreement to the contrary, and in compliance with the

provisions of the Interstate Land Sales Full Disclosure Act (15 U.S.C. 1701 et seq), Seller acknowledges that it has an unconditional obligation to complete construction of the Unit within two (2) years from the date of this Agreement, which obligation is subject only to legally recognized defenses to contract actions under Tennessee state law.

(c) The dimensions shown on the preliminary survey and floor plans (“Dimensions”) are approximate and there may be variations and modifications in the Dimensions. Seller may make changes to the Dimensions if required by governmental authorities, lenders or job conditions; provided such changes do not materially reduce the floor area of the Unit, and further provided that the Unit shall be of similar quality and constructed in substantial conformity with the preliminary survey and applicable floor plan. If Seller, due to shortages, cost increases or discontinuance of materials and supplies, makes substitutions, such substituted material or supplies shall be of similar or better quality.

(d) Buyer understands and agrees that materials used in construction and completion may vary somewhat from any samples provided, and that such variations are inherent in manufacturing and shall not be grounds for any refusal by Buyer to accept the Unit. Actual as-built conditions may also vary.

3. CONDOMINIUM CONSTRUCTION SPECIFICATIONS.

(a) Any “special items”, extras and upgrades such as customized work or non-specified materials, or modifications to the Unit, including, without limitation, upgrades, optional finishes and other non-standard Unit finishes that are requested by Buyer and approved by Seller, shall be ordered by Buyer directly from Seller and shall be Buyer’s sole financial responsibility, and shall remain as part of the Unit in the event closing does not occur; provided however, in the event this Agreement is terminated or cancelled by reason of Buyer’s default, then at Seller’s election, any or all of such “special items”, extras and upgrades shall be removed and the Unit shall be restored to its condition as if the Upgrades had not been made, and Buyer shall pay all costs associated with such removal and restoration. Seller shall be entitled to commence an action against Buyer to recover said removal and restoration costs if they are not paid by buyer within ten (10) days of receipt of demand for same from Seller.

(b) Except for the warranties transferred in accordance with subparagraph 3(c) below, Seller shall not by the execution and delivery of any document or instrument executed and delivered in connection with the closing, make any warranty, express or implied, of any kind or any nature whatsoever, with respect to the Unit other than warranties of title pursuant to the deed of conveyance, and all such warranties are hereby disclaimed. Without limiting the generality of the foregoing, SELLER HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OF SUITABILITY OR FITNESS OF THE PROPERTY FOR ANY PURPOSE, OR AS TO THE MERCHANTABILITY, VALUE, QUALITY, CONDITION OR SALEABILITY OF THE UNIT. Except for the warranties transferred in accordance with subparagraph 3(c) below, the sale of the Unit by Seller to Buyer shall be “AS IS” and “WHERE IS”. Buyer will have a reasonable opportunity to perform a home inspection on the Unit prior to closing, accompanied by Seller’s agent, but in no event shall Seller have any obligation to make any alterations or changes to the Unit based on such home inspection.

(c) To the extent assignable without the consent or joinder of any third party, Seller shall assign and transfer to Buyer at closing all of Seller’s right, title and interest in any and all warranties received by Seller from manufacturers supplying materials used and contractors performing work in the Unit (specifically including any warranty received by Seller from the general contractor). Buyer understands that the warranty period is defined in each warranty and shall begin to run from a date which may be a different date than the date of closing. Seller shall not provide any additional warranties to Buyer other than those provided to Seller. Buyer hereby acknowledges and affirms that, except for the warranties of title to be included in Seller’s instruments of conveyance to the Unit, and the warranties to be assigned pursuant to this paragraph at closing, Seller does not, by the execution and delivery of this Agreement, and Seller shall not, by the execution and delivery of any document or instrument executed and delivered in connection with the closing, make any warranty, express or implied, of any kind or nature whatsoever, with respect to the Unit, including but not limited to gaps which may appear between any molding and wall, and all such warranties are hereby disclaimed.

(d) Section 3(b) above is intended to operate as a residential property disclaimer statement, within the meaning of T.C.A. § 66-5-202(2), and Buyer hereby waives any right to receive a residential property disclosure statement as described in T.C.A. § 66-5-202(1). Seller and Buyer shall execute a Tennessee Residential Property Disclosure Exemption Notification in the form of **Exhibit "G"** hereto, on execution of this Agreement.

(e) Seller shall be responsible for obtaining a Certificate of Occupancy for the Unit prior to closing. All parties acknowledge and agree that the Certificate of Occupancy is prima facie evidence that the Unit meets or exceeds all building code requirements.

(f) Prior to closing, Buyer and Seller shall inspect the Unit and execute a written list specifying all items, including any noted in previous inspections, that remain to be completed (the "Punch List"). Seller shall provide the Buyer with reasonable opportunity, and, if reasonably necessary, alternative appointment dates and times. Seller's inability to complete any items in the Unit shall be limited to the Punch List items generated prior to Closing. Should a dispute arise between Seller and Buyer as to the legitimacy of a Punch List item, the opinion of the project architect shall govern. No items shall be part of the Punch List unless such items are actually written on the Punch List and are agreed upon by Buyer and Seller. Buyer acknowledges that Seller will make its best efforts to complete all of the items specified in the agreed upon Punch List on a timely basis as soon as reasonably possible after Closing, but the fact that any repairs, touch-ups or adjustments are incomplete shall not constitute a valid reason for Buyer's failure to close, nor the imposition of any condition upon Closing nor withholding funds at Closing. Buyer further agrees that under no circumstances shall the Closing be delayed or postponed due to Buyer's inability to inspect the Unit and execute a Punch List prior to Closing, and there shall be no withholding of any or all of Seller's proceeds at Closing for any Punch List item. Except for items set forth in the Punch List, Buyer expressly acknowledges acceptance of all conditions or circumstances existing in the Condominium and waives and releases Seller, its agents, employees, partners, affiliates, and subcontractors, and Broker, from any claim, rights of action or suits seeking rescission of this Agreement, damages or other relief based upon, or relating to, any condition or circumstances existing on, or in the vicinity of, the Unit. Upon satisfactory disposition of the terms set forth in the Punch List, this acceptance, waiver and release shall apply to such items as well.

4. **DAMAGE BEFORE CLOSING.** To the extent recognized under Tennessee state law as a contract defense (e.g. impossibility or frustration), if the Unit is damaged by fire or other casualty before closing, and if Seller decides to repair the damage, Seller shall have a reasonable time to complete repairs, which shall be made without cost to Buyer. The repair work will be judged by the same standard used to evaluate new construction. Buyer shall have no right to any reduction in the Full Purchase Price nor any claims against Seller by reason of the damage and shall close on the scheduled closing date if the repairs have been completed (to the extent that Buyer is not prevented from living in the Unit) by that date.

5. **RIGHT OF ACTION.** Buyer hereby acknowledges and agrees that the Association shall not be entitled to institute any legal action against anyone on behalf of any or all of the Condominium Unit Owners based on any alleged defect in any Unit or the Common Elements, or any damage allegedly sustained by any Condominium Unit Owner by reason thereof. Rather, all such actions may be instituted by the person(s) owning such Units or served by such Common Elements or allegedly sustaining such damage. Notwithstanding the above, once the Declarant no longer has the right to appoint and remove directors and officers, as set forth in [Article ____, Section ____] of the By-Laws, the Association's Board of Directors may negotiate the resolution of any alleged defect(s) in the Common Elements and area of common responsibility on behalf of the Condominium Unit Owners and shall have the right and authority to settle and release on behalf of any and all of the Condominium Unit Owners claims, causes of action, damages and suits involving the same. Any such settlement and release shall bind all Condominium Unit Owners and their successors and assigns.

6. **CLOSING.** The closing of title shall be conducted by Escrow Agent at a location in Davidson County, Tennessee. The closing date shall be _____, 2019, or such earlier date as may be mutually acceptable to Buyer and Seller. The closing shall be effected in the following manner:

(a) If Buyer does not intend to be present for closing, it is Buyer's responsibility to give written notice to Escrow Agent at least ten (10) days before the closing date of the address to which the closing documents should be sent. All closing documents will then be delivered to Buyer by either facsimile (if originals are not necessary to effectuate a closing) or via overnight delivery and Buyer shall pay all costs of delivery and return of closing documents.

(b) If Buyer obtains financing to purchase the Unit, it is Buyer's responsibility to ensure that Buyer's lender will be ready to close by the date of closing. The fact that Buyer's lender is not ready to close may not be cause for a delay in closing. Additionally, it is Buyer's responsibility to give written notice to Escrow Agent at least ten (10) days before the closing date of the name of Buyer's lender, address, phone number, loan amount, and contact person. It is also Buyer's responsibility to notify its lender of the closing date set by Seller.

(c) The balance of the Full Purchase Price plus Buyer's closing costs must be paid in good funds by noon on the closing date by wire transfer to the closing agent's account.

(d) Seller is not obligated to extend the closing date. However, in the event closing does not occur on the closing date set forth above, Seller may grant an extension, in its sole discretion. In the event of an extension by Seller, Buyer shall be charged, and hereby agrees to pay, at Closing, an extension fee calculated at a rate equal to fifteen percent (15%) per annum times the Full Purchase Price, prorated daily from and after the date on which Closing originally was to have occurred, but not to exceed the highest lawful rate of interest permitted to be taken or charged under applicable law. Furthermore, if closing is extended beyond the Closing date, an additional amount equal to the difference in the prorations for taxes and condominium charges from the original closing date and the actual closing date shall be added to Buyer's costs as a fee to compensate Seller's administrative costs, expenses and actual loss in connection with the delay in Closing, and not as a penalty.

7. **TITLE AND CONVEYANCE.** The conveyance of title to the unit by Seller to Buyer shall be governed by the following provisions:

(a) Seller shall deliver to Buyer a title insurance commitment from Escrow Agent at least three (3) days prior to Closing. The title insurance commitment may be sent by or on behalf of Seller (i) in the manner described in Paragraph 22(g), (ii) with the closing documents delivered pursuant to Paragraph 6(c) above, or (iii) by facsimile if Buyer has provided a facsimile number to Seller. In the event the Closing Information Sheet is not timely returned the title insurance commitment will be given to the Buyer at Closing or sent to the Buyer after closing if Buyer does not attend closing. The title insurance commitment shall show that the title Buyer will receive at closing will be good and insurable, subject only to the permitted exceptions described below:

(i) Liability for all current and future ad valorem taxes on the Unit. Current year ad valorem taxes will be prorated at closing as described in Paragraph 8(c) below.

(ii) Any restrictions, covenants, conditions, limitations, agreements, reservations and easements now recorded in the public records, or hereafter created by Seller in connection with development of the Condominium, and contiguous properties owned by the Seller, and zoning ordinances or other restrictions imposed by governmental authority.

(iii) The standard pre-printed exceptions contained in an owner's title insurance policy issued in the State of Tennessee.

(iv) Statutory rights of access to the Unit in favor of the Condominium Association by virtue of Tennessee statutes.

(v) Easements created by Seller in connection with the development of the Condominium and contiguous or related properties owned by the Seller.

(vi) Any liens or encumbrances created by or against Buyer.

(vii) Personal property will not be insured.

(b) If Seller cannot convey title in the condition required, Seller will have a reasonable time (at least 60 days) to correct any defects in title. If Seller cannot or will not correct the title defects, Buyer will have two options:

(i) Buyer may accept the title in the condition it exists and pay the full purchase price, waiving any claims against Seller because of the defects; or

(ii) Buyer may cancel this Agreement, in full settlement, and receive a full refund on all deposits with such interest as may have been earned and would have been paid had Buyer closed as planned.

(c) Buyer, by the execution hereof and by acceptance of the Deed at Closing, agrees to be bound by and comply with the Condominium Documents.

(d) Buyer acknowledges that all of Buyer's rights hereunder are subordinate to the lien of any mortgage which now or shall hereafter encumber said Unit prior to Closing and to all amendments, modifications, renewals, consolidations and extensions thereof, and all voluntary and involuntary future advances made thereunder. Provided, however, Seller agrees to cause any such mortgage to be discharged of record as to Buyer's Unit and to convey such Unit free and clear of any mortgage by Seller.

(e) Buyer shall not be entitled to possession of the Unit until closing has occurred. After closing has occurred, Buyer may contact the Listing Broker described on Page 1 of this Agreement, who will provide Buyer with keys to its Unit.

8. SELLER'S AND BUYER'S CLOSING COSTS.

(a) Seller shall furnish and/or pay for:

(i) Preparation of the Special Warranty Deed conveying the Unit.

(ii) Prorated real estate taxes, as provided in Paragraph 8(c) below.

(b) Buyer shall furnish and/or pay for:

(i) Cost of preparation of any loan documents in connection with financing of the Unit purchase, as well as all loan closing costs in connection with loan financing, such as cost of recording of the mortgage, documentary excise and intangible tax thereon, and all costs incident to the obtaining of such loan financing, including the lender's title insurance premiums, loan commitment and closing fees.

(ii) Transfer tax on the Special Warranty Deed.

(iii) Recording fees.

(iv) Owner's and Lender's (if any) title insurance commitments and resulting title insurance policies issued by Escrow Agent.

(v) Fees of any attorney retained by Buyer.

(vi) Condominium assessments prorated as of the first day of the month of closing to the first day of the next succeeding quarterly assessment period.

(vii) Reimbursements to Seller of (prorated to the Unit, or specific to the Unit) any utility connection, hookup, or other charges required by utility providers that either have been paid or will be paid by Seller.

(viii) A working capital contribution equal to two (2) months of General Assessments at the level currently required by the Homeowner's Association.

(ix) Prorated real estate taxes, as provided in Paragraph 8(c) below.

(x) A \$____ fee paid to _____ (Homeowner's Association Management).

(c) Tax Prorations.

(i) General. Real estate taxes and assessments will be prorated and adjusted between Seller and Buyer at closing. If the actual amount of the taxes assessed and levied upon the Unit for the year of closing is available at the time of closing, the tax proration will be based on such taxes if not then paid, or on the actual amount if previously paid by Seller. If the actual amount of taxes on the Unit for the year of closing is not available at the time of closing, the tax proration shall be based on the amount of such taxes as estimated by Seller.

(ii) Tax Proration for 2019 Tax Year. Notwithstanding Section 8(c)(i) above, if the Unit has not been assessed as a separate tax parcel at the time of closing, the estimated taxes prorated at closing shall be based upon an amount equal to the actual or estimated taxes (including both standard and supplemental assessments) for the Real Property and the Condominium, multiplied by a fraction, the numerator of which is the floor area of the Unit, and the denominator is the floor area of all units in the Condominium. In the event the actual and estimated taxes (including both standard and supplemental assessments) for the Real Property and the Condominium used for proration purposes at closing vary from the actual taxes (including both standard and supplemental assessments) for the Real Property and the Condominium as reflected in the final tax bill for 2019, and such variance results in an error of more than \$1,000.00 in the amount of tax credited to at closing hereunder, either Seller or Buyer may require that the taxes be re-prorated based on the actual taxes for the Real Property and the Condominium, provided that demand for such re-proration must be delivered to the other party, together with a copy of the actual tax bill(s) for the year in question and a detailed calculation of the amount to be paid or refunded, no later than six (6) months from the date of closing hereunder, such demand to be delivered in accordance with Section 22(f) below.

(d) As noted above, at closing, Buyer will pay to the Association an initial contribution to working capital of the Association equal to two (2) months General Assessments, for reimbursement to Seller of any initial capital contribution necessary to meet the requirements of law and/or the secondary mortgage market. The contribution to General Assessments shall be for initial annual operating expenses of the Association, which may include expenses to be reimbursed to Seller for funds advanced to pay "Common Expenses" of the Association. No funds which are receivable from Unit Buyers or Unit Owners and payable to the Association, including capital contributions or startup funds collected from unit Buyers at closing, may be used for payment of common expenses during the time the Seller is excused from payment of Assessments.

9. **WARRANTIES.** Seller disclaims any and all implied warranties of merchantability, fitness or habitability, as to the Unit, Common Elements, Limited Common Elements, and all fixtures or items of personal property sold pursuant to this Agreement or any other real or personal property whatsoever sold hereby, whether arising from custom, usage of trade, course of dealing, case law or otherwise.

10. **DISCLOSURE OF REALTOR.** Buyer warrants that the sale of the unit was made by the Selling Broker and Cooperating Broker, if any, described on the first page of this Agreement. Buyer agrees to indemnify and hold Seller harmless against the claims of any other persons or brokers due to the acts of Buyer or Buyer's representatives, including, but not limited to, attorneys' fees, paralegals' fees and costs and sales tax thereon, if any, which Seller may incur as a result of such claims. The Selling Broker and Cooperating Broker (if any) are agents of Seller and will be paid by Seller upon completion of the sale. The provisions of this Paragraph 10 shall survive the closing.

11. **ASSIGNMENT.** This Agreement may not be assigned, sold, or transferred by Buyer without Seller's written consent, which may be denied by Seller, in Seller's sole discretion. Seller does not have to give this consent, and if Seller does not consent, any assignment Buyer may make will be null and void. Seller may charge Buyer a fee or other consideration for consenting to an assignment. At closing, the Deed will be issued only to the person or entity named as the Buyer herein. Buyer may add his or her spouse to the Deed by making a request to Escrow Agent in the manner described in Paragraph 6(b). If Buyer named on page 1 is more than one person or entity, so long as the Buyer who ultimately takes title at closing is at least one of the persons or entities named on page 1, any individual Buyer may be deleted from the Deed by making a request to Escrow Agent at least ten (10) days prior to the closing date. Title will not be issued to any person or entity not named as Buyer on page 1 and no other persons or entities which are not named as a Buyer on page 1 may be added to the Deed without obtaining a consent to assignment from Seller in accordance with this paragraph. **BUYER FURTHER AGREES THAT, PRIOR TO CLOSING OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, BUYER WILL NOT, DIRECTLY OR INDIRECTLY, SELL OR TRANSFER THIS AGREEMENT FOR CASH OR ANY OTHER CONSIDERATION WHATSOEVER, OR ENTER INTO ANY CONTRACT, AGREEMENT OR COMMITMENT TO SELL OR TRANSFER THIS AGREEMENT FOR CASH OR OTHER CONSIDERATION, OR BUYER'S INTEREST IN THE UNIT TO ANY PARTY, OR MARKET THE UNIT FOR SALE OR LEASE, INCLUDING WITHOUT LIMITATION, LISTING THE UNIT OR THIS AGREEMENT WITH ANY BROKER, AGENT, OR SALES REPRESENTATIVE OF ANY KIND. BUYER'S VIOLATION OF THE PROVISIONS OF THIS PARAGRAPH 11 SHALL CONSTITUTE IMMEDIATE (THAT IS, WITH NO REQUIRED NOTICE AND TIME TO CURE) DEFAULT BY BUYER UNDER THIS AGREEMENT.**

12. **ESCROW OF DEPOSITS.**

(a) The Deposit shall be deposited into escrow with Escrow Agent. Buyer may obtain a receipt for the Deposit from Escrow Agent upon request. Seller reserves the right to designate a different escrow agent.

(b) Seller has established escrow accounts with Escrow Agent (which accounts shall hereinafter be referred to as the "Escrow Accounts"). The Deposit received by Seller from Buyer prior to the Closing pursuant to this Agreement shall be deposited in the Escrow Accounts and held in the Escrow Accounts, without interest accruing to Buyer, together with the deposits of other Buyers for other Units in the Condominium.

(c) Buyer, by execution of this Agreement, expressly authorizes Escrow Agent to disburse Buyer's deposits held in the Escrow Account to Seller upon written notice to Escrow Agent by Seller that the Closing has occurred or that Buyer is in default as provided herein, whichever shall first occur. Escrow Agent is hereby authorized to act and rely exclusively on this last stated authorization as its instruction from Buyer to so release all deposits held in the Escrow Account. Buyer agrees to indemnify and hold Escrow Agent harmless from any claims or damages which may result from Escrow Agent's escrowing or disbursing of Buyer's deposits held in the Escrow Account other than those claims or damages resulting from Escrow Agent's gross negligence or willful misconduct.

13. **DEFAULT.**

(a) In the event Buyer defaults under this Agreement, **except for Buyer's breach of the provisions of Paragraphs 11 and 16 hereof**, for which no notice is required, Seller shall give Buyer

written notice of Buyer's default, and shall allow Buyer ten (10) days from the receipt of notice to correct such default.

(b) In the event Buyer does not correct such default within such ten (10) days, Seller shall have the right to declare all money paid by Buyer under this Agreement and interest earned thereon forfeited, and then terminate this Agreement. Buyer and Seller agree that any monies retained by Seller under this paragraph are intended to be liquidated damages and not a penalty, the exact amount of actual damages being impossible to ascertain. Buyer and Seller further agree that the amount retained by Seller represents only an estimate of Seller's actual damages. In addition to the foregoing, Seller may sell the Unit to any third party without any obligation to account to Buyer for any part of the sales proceeds therefrom.

(c) In the event Seller defaults under this Agreement, and if such default is not cured within ten (10) days following written notice of default from Buyer to Seller, then Buyer shall have the right, as its sole and exclusive remedies, to either (i) pursue an action for specific performance of Seller's obligations, which action must be filed no later than six (6) months from the date of Seller's default, or (ii) terminate this Agreement and receive a return of the deposit(s) paid through the date of termination, together with any interest earned thereon, whereupon all rights, obligations and liabilities of the parties shall terminate (excepting only any rights, obligations or liabilities that expressly survive termination by the terms of this Agreement). In no event shall Buyer have the right to recover monetary damages of any kind from Seller as a result of any default by Seller hereunder.

14. **SELLER'S USE OF THE CONDOMINIUM PROPERTY.** In addition to any other rights reserved to Seller in its capacity as Developer under the Declaration, as long as Seller owns or leases a Unit in the Condominium, Seller and its agents shall have the right to keep an office and a model Unit in the Condominium. Seller, or its successors or assigns, may erect advertising signs and do whatever else is necessary and helpful for sales, but Seller's use of the condominium property must be reasonable and cannot materially interfere with Buyer's use and enjoyment of Buyer's Unit.

15. **DISCLOSURES.** Buyer acknowledges and understands the following:

(a) It has received and read the Disclosure Package.

(b) Oral representations cannot be relied upon as correctly stating the representations of Seller. For correct representations, references should be made to this Agreement and the Condominium Disclosure Package.

(c) Any Association budget provided to Buyer is based on estimated expenses only and may increase or decrease significantly when the actual expenses of the Association become known.

(d) The Condominium is located adjacent to thoroughfares that may be affected by traffic and noise from time to time and may be improved or widened in the future.

(e) The views from the Unit may change over time due to, among other things, additional development and the removal or addition of landscaping.

(f) No representations are made regarding the zoning of adjacent property, or that the category to which adjacent property is zoned may not change in the future.

(g) No representations are made regarding the schools that currently or may in the future serve the Condominium neighborhood.

(h) Since in every neighborhood, there are conditions which different people may find objectionable, Buyer acknowledges that there may be conditions outside of the Condominium, which Buyer

may find objectionable and that it shall be the sole responsibility of Buyer to become acquainted with neighborhood conditions.

(i) No representations are made that the Unit is or will be soundproof or that sound may not be transmitted from one Unit to another.

(j) The Condominium plans and specifications and the dimensions and square footage calculations shown thereon are only approximations and do not reflect actual as-built conditions. Due to the nature of the construction process, there may be variations between the actual as-built conditions and the plans provided to Buyer. Buyer acknowledges and understands that Seller reserves the right to revise the plans as Seller deems appropriate, in Seller's sole discretion, provided such revisions do not materially adversely affect the value of the Unit or Buyer's contemplated enjoyment of the Unit and amenities related thereto.

(k) Buyer acknowledges and understands that Seller may be constructing portions of the Condominium and engaging in other construction activities related to the construction of Common Elements. Such construction activities may, from time to time, produce certain conditions in the Condominium, including, without limitation: (i) noise or sound that is objectionable because of its volume, duration, frequency or shrillness; (ii) smoke; (iii) noxious, toxic, or corrosive fumes or gases; (iv) obnoxious odors; (v) dust, dirt or flying ash; (vi) unusual fire or explosion hazards; and/or (vii) other conditions that may threaten the security or safety of persons in the Condominium. Notwithstanding the foregoing, Buyer agrees that such conditions in the Condominium resulting from construction activities shall not be deemed a nuisance or discomfort to Buyer and shall not cause Seller and its agents to be deemed in violation of any provision of the Declaration or this Agreement.

(l) Mold and/or mildew can grow in any portion of the Condominium that is exposed to elevated levels of moisture. The Association and each Condominium unit owner agree to: (i) regularly inspect the parts of the Condominium that they respectively maintain, and which are visible and accessible without having to first conduct invasive testing, for the existence of mold, mildew, and/or water intrusion and/or damage; (ii) upon discovery, immediately repair in a good and workmanlike manner the source of any water intrusion in the parts of the Condominium that they respectively maintain; (iii) remediate or replace any building material located in the parts of the Condominium that they respectively maintain that has or have absorbed water or moisture as a result of water intrusion; and (iv) promptly and regularly remediate all mold and/or mildew discovered in the parts of the Condominium that they respectively maintain in accordance with current industry-accepted methods. In addition, the Association agrees to notify the Units Owners, and each Unit Owner agrees to notify the Association, in each case within 10 days, of the discovery of mold, mildew, and/or water intrusion and/or damage in the parts of the Condominium that they respectively maintain.

(m) Exposed concrete surfaces in portions of the Condominium which are not heated and cooled are subject to cracking due to (i) water penetration, (ii) expansion and contraction of the concrete with temperature changes, and (iii) building settlement.

(n) Concrete surfaces in heated and cooled portions of the Condominium are subject to cracking due to building settlement.

(o) Concrete and hardwood surfaces within a Unit in the Condominium may transmit noise, and such noise shall not constitute a use of a Unit that interferes with or causes disruption to the use and quiet enjoyment of another Unit by its respective owner and/or occupant.

(p) A Unit may trap humidity created by everyday living (cooking, bathing, laundering etc.). As a result, condensation may appear on the interior portion of windows and glass surfaces, and fogging of windows and glass surfaces may occur due to temperature disparities between the interior and exterior portions of the windows and glass. If left unattended and not properly maintained by Buyer, the condensation may increase, resulting in staining, damage to surrounding seals, caulk, paint, wood work and sheetrock, and potentially mold and/or mildew (see subparagraph (l) above).

(q) The Condominium building is constructed with a flat roof system. Rainwater and refuse may accumulate on various portions of the building's roof system and should be anticipated by Buyer. Minimizing water intrusion and water penetrations may be possible if the building's roof systems are properly maintained by the parties responsible for providing such maintenance, as more specifically set forth in the Declaration.

(r) A service provider, which may or may not be an affiliate of Seller, may enter into an exclusive marketing contract with the Association to provide satellite television, high-speed internet services and other services to the Condominium building.

(s) In order to mitigate fire risk and improve performance, the dryer vent(s) located in the Unit require(s) a dryer meeting the following requirements: (i) vent length: _____ feet; (ii) number of 45° elbows: _____; and (iii) number of 90° elbows: _____. If the foregoing requirements are left blank, Buyer consents to the posting of such requirements in the laundry room of the Unit by Seller prior to Closing, and Buyer agrees to comply with such requirements.

(t) The leasing of the Unit is prohibited except as expressly set forth in the Declaration. Without limiting the generality of the foregoing, short-term occupancy of the Unit by any person other than Buyer in exchange for money or other consideration (e.g., Airbnb, VRBO, HomeAway, Flipkey, etc.) is prohibited.

16. ADVERTISING. PRIOR TO CLOSING, BUYER IS PROHIBITED FROM LISTING OR ADVERTISING THE UNIT FOR SALE IN ANY REAL ESTATE LISTING SERVICE AND/OR PUBLICATION, ON ANY ONLINE ELECTRONIC MEDIUM AND ON ANY NEWSPAPER, RADIO, TELEVISION OR ANY OTHER MEDIUM FOR ADVERTISING.

17. EXHIBITS AND ADDENDA. The following exhibits and/or addenda are attached hereto and by reference made a part hereof:

1. Exhibit "A"- Condominium Legal Description
2. Exhibit "B" - Unit Floor Plan; Parking Space Exhibit
3. Exhibit "C" - Selling Broker Relationship (if applicable)
4. Exhibit "D" - Preferred and Pre-Approved Lenders
5. Exhibit "E" - Standard Features
6. Exhibit "F" - Tennessee Residential Property Condition Disclaimer Notification
7. Exhibit "G" – Confirmation of Agency Status

18. OFFER. This Agreement, as executed by Buyer, shall constitute an offer to Seller. Buyer may revoke such offer at any time prior to acceptance by Seller. Seller may accept the same, if at all, by delivering to Buyer at least one executed original or copy of this Agreement prior to the time that Buyer shall notify Seller, in writing, of Buyer's revocation of this offer. Notwithstanding anything to be contrary stated herein, an Agreement that bears Seller's electronic or digitally created signature shall constitute an executed Agreement by Seller, and an Agreement that bears Buyer's electronic or digitally created signature shall constitute an executed Agreement by Buyer. The date of this Agreement is the date of execution by Seller.

19. BUYER'S REPRESENTATION REGARDING USE AND OCCUPANCY OF UNIT. Buyer hereby represents and warrants to Seller that Buyer is purchasing the Unit for the following purpose (check the appropriate box):

- Residential occupancy by Buyer, Buyer's family member or Buyer's employee;
- Lease to third party (**limited to [redacted] Units by the Declaration**);
- Buyer's second home or non-primary residence; or
- Other: _____

20. **SPECIAL STIPULATIONS.** The following stipulations, if in conflict with any preceding provision, shall control: _____

_____.

21. **FORCE MAJEURE.** To the extent recognized as a defense under Tennessee state law, either party hereto shall be excused for the period of any delay in the performance of any obligations hereunder when such delay is occasioned by cause or causes beyond the control of the party whose performance is so delayed (herein referred to as a "Force Majeure Event"), and the time for performance shall be automatically extended for a like period; provided however, Buyer's obligation to pay the Deposits, the cost of the Unit Upgrades, the Full Purchase Price, including any components thereof, and any other sums for which Buyer is responsible under this Agreement shall not be subject to any delay occasioned by a Force Majeure Event. A Force Majeure Event shall include, without limitation, all labor disputes, civil commotion, war, warlike operations, invasion, rebellion, hostilities, military or usurped power, sabotage, government regulations or controls, fire or other casualty, inability to obtain any necessary materials or services, or acts of God.

22. **MISCELLANEOUS PROVISIONS.**

(a) Any appliances, furnishings or decorations contained in any model apartments are for display purposes only. A Rider, Addendum or Specification Sheet attached to this Agreement may set forth the items included or excluded from the Condominium Unit or make other modifications to this Agreement, and constitute(s) a part of this Agreement incorporated by reference.

(b) Any disputes that arise in connection with this Agreement or the Unit will be settled according to Tennessee Law. Venue for any action, litigation or other proceeding between Seller and Buyer shall lie only in a court of competent jurisdiction in Davidson County, Tennessee, or in the United States District Court for the Middle District of Tennessee.

(c) If the Buyer named in this Agreement is a corporation, partnership, trustee or any other entity other than a single individual or a husband and wife, Buyer shall designate, on the last page of this Agreement, the person who will be the Primary Occupant of the Unit. The term "Primary Occupant" shall have the same meaning as in the Declaration and the Bylaws and shall mean the person who, together with his or her family, servants and guests will occupy the Unit. This designation is necessary to facilitate administration of the Condominium in order to comply with provisions of the Declaration.

(d) Should any part, clause, provision or condition of this Agreement be held to be void, invalid or inoperative, the parties agree that such invalidity shall not affect any other part, clause, provision or condition of this Agreement.

(e) Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(f) Each notice permitted or required under this Agreement shall be in writing and shall be delivered either (a) by personal delivery by hand, (b) by Federal Express (or other nationally-recognized overnight carrier), (c) by facsimile or (d) by electronic mail, in each case to the person to whom notice is

directed. Such notice shall be deemed delivered at the time of delivery if sent by personal delivery, by facsimile or electronic mail, or if sent by Federal Express or other nationally-recognized overnight carrier, one (1) business day after it is deposited with such carrier. A copy of all notices provided to Seller shall be provided by Buyer to the Escrow Agent in the same manner that notice is provided to Seller. Any notice the Seller is required to give under this Agreement can be given by the Escrow Agent on behalf of the Seller. Rejection or other refusal by the addressee to accept the notice shall be deemed to be receipt of the notice. In addition, the inability to deliver the notice because of a change of address of the party of which no notice was given to the other party as provided below shall be deemed to be the receipt of the notice sent. The addresses of the parties to which notice is to be sent shall be those set forth below. Either party may change an address by delivering a written change of address notice to the other party. Buyer's mailing address, facsimile number (if any) and e-mail address are set forth on Page 1 of this Agreement. Seller's mailing address, facsimile number and e-mail address are as follows:

1041 East Trinity LP, LLC
4303 Gallatin Pike, Suite 103
Nashville, TN 37216
E-Mail: bruce@zmxinc.com

(g) If it becomes necessary for Seller to employ the services of an attorney to enforce, interpret or declare Seller's rights under this Agreement, or to defend Seller in connection with any action brought against Seller by Buyer, and if Seller is the prevailing party in any such action, Seller shall be entitled to recover from Buyer all of Seller's attorneys' fees incurred, as well as all court costs and fees incurred by Seller, whether such fees and costs are incurred before, during or at trial, on appeal or in bankruptcy, reorganization or insolvency proceedings.

(h) This Agreement constitutes the complete agreement between the parties and no modification of this Agreement shall be binding unless in writing and executed by the parties.

(i) Buyer shall not directly or indirectly record this Agreement in the public records.

(j) This Agreement contains the entire agreement between the parties hereto. No agent, representative, salesman or officer of the parties hereto has authority to make, or has made, any statements, agreements, or representations, either oral or in writing, in connection herewith, modifying, adding to, or changing the terms and conditions hereof and neither party has relied upon any representation or warranty not set forth in this Agreement. No dealings between the parties or customs shall be permitted to contradict, vary, add to, or modify the terms hereof.

(k) Buyer represents that he or she is not listed in Executive Order 13224 - Blocking Property and Prohibiting Transactions with Persons Who Commit, threaten to Commit or Support Terrorism, as amended, and is not an otherwise banned or blocked person pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control.

(l) Time is of the essence of this Agreement. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which the period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday or legal holiday, in which case the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday or legal holiday.

(m) Buyer acknowledges and agrees that Listing Broker is not responsible for the quality and completion of the building, any renovations thereto, any new construction, and any other improvements to the real property (together, the "Building and Construction"), and any residential units in the Building including the Unit being purchased pursuant to this Agreement. Buyer acknowledges and agrees that Listing Broker is only the Listing Broker for this project and that Listing Broker is not a partner or joint venture with the Seller or the project builder. Buyer hereby waives and releases any and all claims it may have against Listing Broker, and releases Listing Broker from any liability with respect to the quality or

completion of the Building and Construction, and of any Unit, and with respect to any delay in the closing of the sale of any Unit and the failure of the Seller to perform any of its obligation to Buyer. Listing Broker is a third-party beneficiary of this provision, and all Listing Broker affiliates, including but not limited to managing brokers, affiliate brokers, agents, employees, officers and representatives are included within the meaning of any reference to Listing Broker in this provision.

(n) BUYER IS AWARE THAT ENTRY UPON THE CONSTRUCTION SITE IS A HAZARDOUS ACTIVITY AND BUYER SHALL BE VOLUNTARILY ENTERING UPON THE CONSTRUCTION SITE WITH THE KNOWLEDGE OF THE DANGER INVOLVED AND BUYER AGREES TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, AND PROPERTY DAMAGE. In addition, Buyer hereby releases and discharges Seller and Listing Broker, and their respective agents and employees, from all claims and actions that Buyer's successors, heirs, assigns, visitors, agents, and/or legal representatives now have or may hereafter have, for injury or damages arising out of or related to Buyer's entry upon the project.

(o) Both Buyer and Seller agree and intend for the Unit to be exempt from the Interstate Land Sales Full Disclosure Act in order to accelerate the availability of the Unit and reduce cost. It is the intention of the parties that this sale qualify for the exemptions provided by the Interstate Land Sales Full Disclosure Act pursuant to 15 U.S.C. Section 1702(a)(2), 15 U.S.C. Section 1702(b)(1), and 15 U.S.C. Section 1702 (b)(9), and nothing herein contained shall be construed or so operate as to any obligations of Seller or rights of Buyer, in a manner which would render said exemption inapplicable. Seller will provide or complete necessary roads, sewers, water, gas and electric service, and any recreational amenities that are represented by Seller to be provided. Nothing herein contained shall be construed or so operate in a manner inconsistent with 24 CFR 1710.5 and 61 F.R. 13601-13611, Supplemental Information to part 1710; Guidelines for Exemptions Available Under the Interstate Land Sales Full Disclosure Act, Part IV(b), Paragraph 6. If any provisions limit or qualify Seller's substantial completion obligation as stated in this Agreement, or Buyer's remedies in the event that such obligation is breached, and such limitations or qualifications are not permitted if this sale is to be exempt from the Interstate Land Sales Full Disclosure Act pursuant to 15 U.S.C. Section 1702(a)(2), or this Agreement is to otherwise be fully enforceable, then all those provisions are hereby stricken and made null and void as if never a part of this Agreement.

(p) Buyer herein states and represents that **Wagon Wheel Title** (204 South 11th Street, Nashville 37206) will act as title and escrow agent for the Condominium and Unit closings and will perform all escrow function and issue all title insurance policies relating to the same. BUYER FURTHER ACKNOWLEDGES THAT BUYER HAS BEEN INFORMED OF THE OPPORTUNITY ENGAGE COUNSEL, AT BUYER'S COST, TO REVIEW THE TITLE COMMITMENT, THIS AGREEMENT, AND ANY OTHER DOCUMENTS PERTINENT TO THE TRANSACTION.

(Signatures on following page)

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement, effective as of the date appearing under Seller's signature below.

SELLER:

1041 EAST TRINITY LP, LLC

By: _____
Name: _____
As Its: _____
Date: _____

BUYER:

Name: _____
Date: _____

Name: _____
Date: _____

Buyer's Designation of Primary Occupant, if Other than Buyer:

LISTING BROKER:

VILLAGE REAL ESTATE SERVICES

By: _____
Name: _____
As Its: _____
Date: _____

COOPERATING BROKER:

(Print or type name)

Broker or Affiliated Licensee

Address

Phone: _____

Facsimile: _____

E-Mail: _____

EXHIBIT "A"

CONDOMINIUM LEGAL DESCRIPTION

A-1

Buyer's Initials

Seller's Initials

_____, 2019

EXHIBIT "B"

UNIT FLOOR PLAN

[To Be Attached by Listing Broker]

C

Buyer's Initials

Seller's Initials

_____, 2019

EXHIBIT "C"

COOPERATING BROKER RELATIONSHIP

In this transaction, the relationship of the Listing Broker and the Selling Broker to Seller and Buyer is specified below. The term "Broker" shall mean a licensed Tennessee real estate broker or brokerage firm and, where the context would indicate, the broker's affiliated licensees.

1. AGENCY.

(a) Broker, if any, working with Seller is identified on the signature page of this Agreement as the "Listing Broker"; and Broker is representing Seller;

(b) Broker, if any, working with Buyer is identified on the signature page of this Agreement as the "Cooperating Broker", and is representing Buyer; and

(c) Brokerage.

The Broker(s) identified herein have performed valuable brokerage services and are to be paid a commission pursuant to a separate agreement or agreements. Unless otherwise provided for herein, Listing Broker will be paid a commission by Seller and the Cooperating Broker, if applicable, will receive a portion of the Listing Broker's commission. The closing agent is authorized and directed to pay the commission of the Broker(s) at closing out of the proceeds of the sale.

BUYER(S):

Date: _____

Print Name: _____

COOPERATING BROKER:

Print Name: _____

By: _____

Broker of Affiliated Licensee

Print or Type Name: _____

Address: _____

Phone: _____

Broker Code: _____

Phone: (W) _____ ; (H) _____

LISTING BROKER:

Village Real Estate Services

By: _____

Broker of Affiliated Licensee

Print or Type Name: _____

Phone: (615) 522-5100

Broker Code: _____

EXHIBIT "D"

PREFERRED AND PRE-APPROVED LENDERS

[TBD]

E

Buyer's Initials

Seller's Initials

_____, 2019

EXHIBIT "E"

DESCRIPTION OF STANDARD FINISHES

[see attached]

G

Buyer's Initials

Seller's Initials

_____, 2019

EXHIBIT "F"

**TENNESSEE RESIDENTIAL PROPERTY CONDITION
DISCLAIMER NOTIFICATION**

1041 Flats, A Condominium
Unit # _____

The undersigned Buyer(s) hereby acknowledge(s) that 1041 East Trinity LP, LLC, as Seller of the above-referenced Unit, has provided the undersigned Buyer(s) with a residential property disclaimer statement stating that Seller makes no representations or warranties as to the condition of such property or any improvements thereon, and that Buyer(s) will be receiving such property "as is", that is, with all defect which may exist, if any, except as expressly set forth in the Agreement to which this Exhibit is attached. Buyer(s) has/have waived, and hereby does/do waive, any required disclosures pursuant to T.C.A. § 66-5-202 (1) (Tennessee Residential Property Disclosure Act).

BUYER:

Name: _____

Date: _____

Name: _____

Date: _____

H-1

Buyer's Initials

Seller's Initials

_____, 2019

EXHIBIT "G"

**PERSONAL INTEREST DISCLOSURE AND CONSENT
AND
CONFIRMATION OF AGENCY STATUS**

On occasion, a real estate licensee may become involved in a real estate transaction BOTH as a licensed real estate professional AND as a party — directly or indirectly—to the transaction. The Tennessee Real Estate Broker Licensing Act requires that a licensee’s personal interest in any transactions be disclosed. Further, said Act requires the written consent of all parties to a transaction with regard to certain personal interests.

As used below:
● “Buyer” shall mean Buyer or Tenant.
● “Seller” shall mean Seller or Landlord.

**DISCLOSURE AND CONSENT AS TO LICENSEE’S PERSONAL INTEREST:
Pursuant to Section 62-13-403 (7)(A) of the Tennessee Real Estate Broker Licensing Act.**

1. Nature of Intent. [Licensee to disclose nature of personal interest by checking appropriate box(es) below.]

The licensee’s personal interest with regard to the sale of the property located at _____ is as follows:

- the licensee is the seller/owner of this property;
- an immediate family member of the licensee is the seller of the property;
- any other individual, organization or business entity in which the licensee has a personal interest is the seller of the property.
- the licensee is a prospective buyer of the property.
- an immediate family member of the licensee is the prospective buyer of the property.
- any other individual, organization or business entity in which the licensee has a personal interest is a prospective buyer of the property.

2. Consent of Continued Involvement. [If Buyer and/or Seller consent to the licensee’s continued involvement in the subject transaction, said consent shall be noted by checking the appropriate box below.]

- Buyer Seller

To Be Signed Prior to Execution of a Real Estate Contract:

Buyer Signature	Date	Seller Signature	Date
Buyer Signature	Date	Seller Signature	Date
Licensee	Date	Licensee	Date

NOTE: This form is provided by TAR to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its content except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the TAR logo in conjunction with any form other than standardized forms created by TAR is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.

Buyer’s Initials

Seller’s Initials

Confirmation of Agency Status

Real estate licensees are required to disclose which party they represent in a real estate transaction. The purpose of this Agency Disclosure is to acknowledge that this disclosure occurred, and copies of this disclosure must be provided to all signatories thereof Notice is hereby given that the agency status of this licensee (or licensee's company) is as follows in this transaction:

SELLER AGENCY

The Company, Village Real Estate Services in the real estate transaction involving the property located at 1041 E Trinity Lane, Unit # _____, Nashville, Tennessee 37216:

_____ is serving as a Facilitator.
_____ is serving as an Agent or Subagent for the Seller.
_____ has appointed _____ to serve as Designated Agent for the Seller.

Date: _____ Buyer's Agent Signature: _____

Date: _____ Buyer's Signature: _____

BUYER AGENCY

The Company, _____, in the real estate transaction
[Company Name]

involving the property located at 1041 E Trinity Lane, Unit # _____, Nashville, Tennessee 37216:

_____ is serving as a Facilitator.
_____ has appointed _____ to serve as Designated Agent for the Buyer.

Date: _____ Seller's Agent Signature: _____

Date: _____ Seller's Signature: _____

This Agency Disclosure is provided to inform all parties of the agency relationships in this transaction and may be made available to any and all parties for their information. The agency status indicated above, moreover, was communicated, prior to the preparation or presentation of any offer to purchase, to all parties involved in this transaction. This notice alone, however, does not constitute an agency agreement.