LOT 91 BLOCK A

SALES / DATA REPORTING FORM

··· CONTINGENT

DATE: 01/29/2019

CLOSING DATE: 06/11/2019

COMMUNITY: White Horse Creek

AGENT: Andrew Drooker

PURCHASER David Ball Jr.
Address 3311 Sardis Bend Drive
City Buford St Ga Zip 30519
Home Ph
Work Ph
Cell Ph 404-713-3622
Email Address Db9329@att.com
Birthdate

CO-PURCHASER Kristin Ball
Address 3311 Sardis Bend Drive
City Buford St Ga Zip 30519
Home Ph
Work Ph
Cell Ph 770-402-8878
Email Address Kball.guc@gmail.com
Birthdate

How did you hear about our Community?

☐ Signs ☐ Internet ☐ Communities Mag ☐ Data Book ☑ FMLS/ MLS ☐ Direct Mail ☐ Newspaper ☐ Another Agent ☐ Other
☐ Flyer ☐ Real Estate Book ☐ Unknown ☐ Referral Program (form attached) ☐ New Homes America ☐ Internet

LENDER Southeast Mortgage Loan Officer Matthew Scout
Address 3575 Koger Blvd. Suite 400 City Duluth ST Ga Zip 30096
Office 408-636-6762 Email Matthew.scout@southeastmortgage.com
Loan Program 70 % ☑ Conventional ☐ FHA ☐ VA ☐ Other
ATTORNEY William Fricks P.C. Phone # (770) 633-2264 E-Mail

CO-OP BROKERAGE Chapman Hall Professionals Realty, LLC. Agent's Name: Rhonda Clark Agent's License # 206266
Broker Code: CHPN01 Broker's License # H-63484 Agent's MLS ID: RCLARK
Address 3725 LAWRENCEVILLE SUWANEE RD SUITE A-2 City Suwanee ST Ga Zip 30024
Office Ph (678) 730-0080 Fax # (678) 730-0084 Cell Ph (678) 780-2561 Home Ph
Email Address rclark.properties@gmail.com Birthdate

Property Address 6655 Blue Cove Drive City Flowery Branch Zip 30542
Purchase Price $ 321,436.00
☐ Intern ☐ In Office Co-Op
Commission to Main Agent ☐ 100% ☐ 50% ☐ 92% Total Commission % 6 ☑ Co-Ops % 3
Seller: Premier Residential Builders HC LLC
Floorplan Jasmine II Elevation A ☑ Brick ☐ Stone
Stage of Home: ☑ Presale ☐ Slab ☐ Form Boards ☐ Framed ☐ Mech ☐ Sheetrock ☐ Trim ☐ Paint ☐ Landscape ☐ C.O.
MEMO:

FMLS 6123965 **MLS** 8514518 **Acceptance Date**

Electronically Signed using eSignOnline™ [Session ID : 895a81ad-82f3-4a2e-a83d-3abd747b251c]

Job Initiation Order

Purchaser: David Ball Jr. **Co-Purchaser:** Kristin Ball **Date:** 01/29/2019

Community: White Horse Creek **Lot:** 91 **Block:** A

Address: 6655 Blue Cove Drive **City:** Flowery Branch, **Georgia Zip** 30542

Floorplan: Jasmine II **Elevation:** A **Closing Date:** 06/11/2019

BASE PRICE:	276,900
OPTIONS TO BE INCLUDED IN HOME:	
ELEVATION: A	
SLAB: ✓ **BASEMENT:**	
3rd car garage	11000
Covered rear porch and out door fireplace	$8,500.00
Finished full bath is bonus room	$5,000.00
4 Can lights in kitchen	$460.00
3 pendant lights in kitchen level #1	$610.00
Prewire and brace for ceiling fans in all secondary bedrooms	$375.00
Handles and knobs whole house	$450.00
Granite vanities on hall bath on main	$550.00
Granite vanities in master bathroom	$1,350.00
Smooth cooktop self cleaning	$200.00
Upgrade carpet pad to 8ib	$450.00
Upgrade carpet to level #2	$500.00
Kitchen backslash subway tile level #2	$425.00
Upgrade master bathroom to level #1 tile	$1,372.00
Upgrade Flooring in Secondary Bath on Main to Tile Level #1	$484.00
Hardwoods in greatroom level # 1	$3,560.00
Enlarged shower no tub in master bathroom	$3,500.00
Lot premium	$5,750.00
TOTAL PURCHASE PRICE:	$ 321,436.00

David Ball

Purchaser Signature
Print or Type Name: David Ball Jr.

Kristin Ball

Co Purchaser Signature
Print or Type Name: Kristin Ball

Renee Trip for Premier Residential Builders HC LLC

Sellers Signature
Print or Type Name: Premier Residential Builders HC LLC

Approvals:

Date:	Initials:
	KB
	RTJPRBH L

Initial, Date & Time

KB RTJPRBH L

Electronically Signed using eSignOnline™ [Session ID : 895a81ad-82f3-4a2e-a83d-3abd747b251c]

NEW CONSTRUCTION
PURCHASE AND SALE AGREEMENT

1. **Purchase and Sale.** As a result of the efforts of Chapman Hall Professionals Realty, LLC. 01/29/2019, referred to as "Selling Broker") and Chafin Realty Inc, a licensed Broker (herein licensed Broker (hereinafter referred to as "Listing Broker"; Listing Broker and Selling Broker being hereinafter sometimes collectively referred to as "Brokers"). Acting on behalf of the Seller (or as otherwise stipulated hereinafter), the undersigned Buyer agrees to buy, and the undersigned Seller agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows: All that tract of land lying and being in Land Lot 0 of the 7 District, 0 Section of Hall County, Georgia and being known as Address 6655 Blue Cove Drive, City Flowery Branch Zip Code 30542 MLS #, FMLS #, according to the present system of numbering in and around this area, being more particularly described as Lot 91, Block A, Unit, Phase/Section 1, of White Horse Creek subdivision, as recorded in Plat Book, Page, Hall County, Georgia records together with the following which are presently a part thereof or attached thereto or which may become a part thereof or attached thereto: all lighting fixtures, all electrical, mechanical, plumbing, air-conditioning, and any other systems or fixtures, all plants, trees, shrubbery, together with all the improvements thereon and all appurtenances thereto being hereinafter collectively referred to as "Property". The full legal description of said Property is the same as is recorded with the Clerk of the Superior Court of the County in which the Property is located and is made a part of this agreement by reference.

2. **Purchase Price and Method of Payment**. Buyer warrants and represents that at the time of closing Buyer will have sufficient cash available (together with the loan or loans, if any, as described herein) to complete the purchase contemplated herein and the Buyer (according to his actual current knowledge.)

Buyer's Initials **does** ("Sale of Buyer's Property Contingency Exhibit "attached) or Buyer's Initials **does not** have real property

to sell or lease in order to complete the purchase contemplated herein, and in the event of a " does not" selection above, Buyer further warrants that failure to sell or lease the current residence or any other property will not be grounds for refund of earnest money in the event of loan denial.

The Purchase Price of said Property shall be:

Three Hundred and Twenty-One Thousand Four Hundred and Thirty-Six Dollars and Zero Cents Dollars (U.S.) $ $ 321,436.00

To be paid as set forth in subparagraph A, or B [Select A, or B, below the others are not a part of the Agreement]:

A. All CASH AT CLOSING: At Closing Buyer shall pay purchase price to Seller in cash or its equivalent. Buyer's obligation to close shall not be contingent upon Buyer's ability to obtain financing. Buyer shall pay all usual and customary closing costs.

B. **WHERE NEW LOAN IS TO BE OBTAINED**: Buyer shall disclose to Listing Broker in writing immediately, upon loan application(s), the name(s) of the lender(s) to which Buyers has applied.

(1) **Loan Terms:** This Agreement is made conditioned upon Buyer's ability to obtain (as herein defined) a loan in the principal amount of 70 % of the purchase price or $ N/A, to be secured by a first lien security deed on the above-described Property; said loan to be paid in consecutive monthly installments of principal and interest over a term of not less than 30 years. "Ability to obtain" as used herein means that the Buyer is qualified to receive the loan described herein based upon the lender's customary and standard underwriting criteria. Proceeds of said loan together with any balance of such purchase price, shall be paid in cash or its equivalent by Buyer to Seller at closing, This loan shall be a [Select (a), (b), and/or (c) or (d), below. The others are not a part of this Agreement].

a.) ☑ **Fixed Rate Mortgage Loan** with an interest rate of not more than 5 % per annum on the unpaid principal balance.

b.) ☐ **Adjustable Rate Mortgage ("ARM") Loan** with an initial interest rate of not more than 5 % per annum on the unpaid principal balance. The interest rate payable to lender by Buyer may increase or decrease according to the terms of said loan, and as a result, the monthly installments of principal and interest payable by the Buyer may increase or decrease.

c.) ☐ **FHA Loan** or ☐ **VA Loan** or ☑ **Conventional**

(2) **Interest Rate Fluctuation**: Buyer and Seller acknowledge and agree that interest rates on first mortgage loans may fluctuate between the date this instrument becomes a Binding Agreement and the date of closing. Accordingly, Buyer agrees that anything contained in the Loan Terms paragraph above, to the contrary notwithstanding, a loan with an interest rate not more than two percent (2%) higher than that interest rate setforth in the Loan Terms paragraph, above, and a monthly payment not greater than that resulting from said increase in interest rate, shall be acceptable to Buyer

(3) **Closing Costs**: Closing costs including Georgia intangible tax, State transfer tax, Soil Certification/Bond (termite letter), cost of survey, all Lender fees, and/or any prepaid items for said loan in a sum **not to exceed $** 1500 **to be paid by the SELLER** Buyer shall pay any costs exceeding said sum. Seller shall provide survey and said survey shall be included as part of closing costs: whether or not required by Lender. If Buyer is obtaining an FHA or VA Loan, and is paying closing costs, it is understood and agreed that Seller shall not

KT7PRBH L

Initial, Date and Time

Electronically Signed using eSignOnline™ [Session ID : 895a81ad-82f3-4a2e-a83d-3abd747b251c]

pay any fees including but not limited to underwriting, tax service, document preparation fees or courier fees which are not permitted to be charged to an FHA or VA Borrower. Should Buyer choose a loan program where Seller is precluded from paying the total amount of closing costs and/or prepaid items agreed to herein, then Buyer shall not be reimbursed for any difference in the amount the Seller agreed to pay versus what can actually be paid under any such loan program. Any sum not used at closing shall be retained by Seller. Management fees for preparing HOA letters are considered a Closing Cost.

(4) **Loan Discount**: Seller shall pay any loan discount payable in connection with said loan in a sum not to exceed Zero % of said loan amount.

(5) **Private Mortgage Insurance Premium**: The initial private mortgage insurance premium, if any, for said loan and any portion of private mortgage insurance premium, whether in installment or lump sum, as required by lender, shall be paid by Buyer.

(6) **Loan Application**: Buyer agrees to make application for said loan within Seven calendar days from Binding Agreement Date, to pursue said application diligently and in good faith, to execute all papers, to provide all documents, to perform all other actions pursuant to obtain said loan and to accept such loan if approved by a lender. In the event of loan denial, Buyer shall promptly notify Seller. Buyer agrees to pay for credit and appraisal fee at loan application, which Buyer acknowledges are non-refundable and pay all monthly deposits as required by lender. Seller reserves the right to choose surveyor and closing attorney and to approve permanent lender.

Buyer's Initials

(7) **Escrow Deposit**: If required by lender, Buyer shall, in addition to the payment of principal and interest upon said loan, pay at closing the amount of money necessary to establish an escrow account and shall also pay, along with each monthly payment of principal and interest, such other amounts as lender may require, including but not limited to, advalorem taxes, hazard insurance premiums, and private mortgage insurance.

(8) **Loan Proceeds**: Proceeds of said loan, together with any balance of such purchase price, shall be paid in cash or certified funds by Buyer to Seller at closing.

(9) **Buyer's Loan Responsibility**: Buyer acknowledges and represents that he has not relied upon the advice or representations, if any, of Broker or Broker's Affiliated Licensees regarding the type of loan or the terms of any particular loan program to be obtained by Buyer. Buyer agrees to hold harmless Seller, Listing Broker, Selling Broker, and their Affiliated Licensees from any and all claims or loss whatsoever arising out of Buyer's application and commitment for any loan and with respect to the terms of the instruments evidencing or securing said loan. **Buyer represents that he will, by the stated closing date in paragraph 20, section A, have the funds (including down payment, closing costs, prepaids, and/ or any other monies needed to close said loan) available to close on the loan applied for in paragraph 2, section B; any failure by Buyer to have said funds shall constitute a Buyer's Default for which the Seller can exercise the remedies provided in the default provisions of this agreement. Buyer agrees that subsequent to the Date of Acceptance of this agreement by Seller, Buyer will not voluntarily undertake any financial obligation, or change Buyer's credit status, or financial condition, so as to render Buyer ineligible for the financing contemplated by this agreement; any such change shall constitute a Buyer's Default for which the Seller can exercise the remedies provided in the default provisions of this agreement.** Additionally, Buyer expressly authorizes Buyer's Lender to provide Seller and/or Broker with information they may request regarding the status of Buyer's loan and agree to sign a separate authorization for such purpose, if required by Buyer's Lender as a condition to the release of such information. The making of any false statements in any materials submitted to a lender in conjunction with Buyer's application for a loan as contemplated hereby, or Buyer's failure to fully and timely comply with Buyer's obligations set forth in section #2 pertaining to financing subsection B-#7, shall constitute a Buyer's Default for which Seller can exercise the remedies provided in the default provisions of this agreement.

(10) **Loan Options**: (a) Buyer understands and acknowledges the possibility that many different loan programs, available from many different lenders, may well fit within the description of the loan set forth herein. No attempt has been made by Buyer to describe exactly all of the particular terms and conditions of said loan. The economics of this transaction, as bargained for by the parties, are such that Buyer agrees that a loan with terms consistent with those described herein shall be acceptable to Buyer and shall satisfy this loan contingency. (b) Buyer, at his option and without voiding this agreement, may also apply for a loan with different terms and conditions and close the transaction provided (1) all other terms and conditions of this Agreement are fulfilled; and (2) the new loan does not increase the cost charged to the Seller. Notwithstanding the foregoing, Buyer shall be obligated to close this transaction if Buyer has the ability to obtain a loan with terms as described herein.

3. **Title**.

A. **EXAMINATION**. Buyer shall have a reasonable time after the Binding Agreement Date to examine title and to furnish seller with a written statement of objections affecting the marketability of said title. Seller shall have the opportunity (but not an obligation) within a reasonable time after receipt of such objections to satisfy all valid objections. If Seller fails to satisfy such valid objections within a reasonable time, then, at the option of Buyer evidenced by written notice to Seller, this Agreement shall be null and void. Marketable title as used herein shall mean title which a title insurance company licensed to do business in the State of Georgia will insure at its regular rates, subject only to standard exceptions unless otherwise specified herein. It is understood and agreed that the title herein required to be furnished by Seller shall be good and marketable and that marketability shall be determined in accordance with Georgia law as supplemented by the Title Standards of the State Bar of Georgia. It is also agreed that any defect in the title which comes within the scope of any of said Title Standards shall not constitute a valid objections on the part of the Buyer provided the Seller furnishes the affidavits or other title papers, if any, required in the applicable Standard to cure such defect.

B. **WARRANTY**. Seller warrants that he presently has title to said property. At the time of closing, Seller agrees to convey good and marketable title to said property by limited warranty deed, unless otherwise specified herein, subject only to (1) zoning ordinances affecting said property (2) general utility, sewer , and drainage easements of record upon which the improvements do not encroach: (3) subdivision restrictions and covenants of record, and (4) leases, other easements, other restrictions and encumbrances specified in this Agreement. In the event leases are specified in this agreement, Buyer agrees to assume Seller's responsibility thereunder to the tenant and to the broker who negotiated such leases. Seller shall provide Buyer with an affidavit at closing stating that all bills for labor and materials have been paid in full, or will be paid from the closing proceeds.

C. **TITLE INSURANCE**. Buyer acknowledges that owner's title insurance may be purchased at closing at Buyers expense

KB RTJPRBH L

Initial, Date and Time

Electronically Signed using eSignOnline™ [Session ID : 895a81ad-82f3-4a2e-a83d-3abd747b251c]

4. **Destruction of Property** Should the Property be destroyed or substantially damaged before time of closing. Seller shall immediately notify Buyer. In the event Seller does not elect, within ten (10) days after receipt of notification of the amount of insurance proceeds, to repair said damage, the Buyer may elect, within ten (10) days after notification by Seller of Seller's intent not to repair said damage. (A) to cancel this Agreement and have earnest money returned to Buyer or (B) to consummate this Agreement and receive, at closing, such insurance as is paid on the claim of loss. Notwithstanding the foregoing, Buyer's election shall be made no later than 60 days after the Property is destroyed or substantially damaged.

5. **Flood Insurance.** If flood insurance is desired by Buyer, or required by Buyer's lender, Buyer shall pay for said flood insurance

6. **Soil Treatment Bond**. At Closing, Seller shall provide Buyer a current Soil Treatment Certification/Bond (termite letter), and the cost will be considered a closing cost. If any additional inspection and/or reports are requested by Buyer or Buyer's Lender, costs, if any, for such inspection(s)and/or report(s) shall be paid by Buyer.

7. **Inspection.**

Seller certifies that improvements to the property have been, or will be, constructed within and according to applicable state minimum standard building codes, as modified by the local jurisdiction in which the Property is located. Buyer agrees to assume all responsibility for the acts of himself, his inspectors, and representatives in exercising his rights under this paragraph and agrees to hold Seller, Broker and Broker's Affiliated Licensees harmless for any damages or injuries resulting there from. If Buyer hires an inspector, the inspector must be State certified, have general liability insurance and workmen's compensation. The inspection of the Property shall include, but is not limited to: all systems (e.g., heating, ventilation, and air conditioning, plumbing, water/well, septic, electrical, pool and spa): structural components (e.g., understructure, roofing, and gutters); drainage and excessive moisture. Buyer waives any objection to matters disclosed by inspection, which are of a purely cosmetic nature.

A..INSPECTION

1. Buyer shall within three(3) calendar days from receiving notice from Seller to set up a walk-through, make such inspection and either (a) accept Property in its present by letting this contingency expire or (b) furnish to Seller a copy of the Inspection Report with a written Amendment to this Agreement setting, forth only those items in the inspection report that do not meet applicable state minimum standard building codes, as modified by the local jurisdiction in which the Property is located, which Buyer requests, be repaired and/or replaced and which do not constitute substantial upgrade to the Property. If Buyer does not do (b) within the time period set forth above, this paragraph this contingency shall be deemed waived by the Buyer.

2. Seller shall within five (5) calendar days from receiving a copy from Buyer of the Inspection Report with a written Amendment to this Agreement requesting repairs:; either (a) sign the written Amendment, thereby agreeing to provisions therein, or (b) submit to Buyer a written counter Amendment, If Seller does neither (a) nor (b) within the time period set forth above, Buyer shall, within three (3) calendar days after the, Seller has received the inspection report amendment for over 5 days with no response, either (c) accept the Property in its present condition by written notice to Seller; or (d) terminate this Agreement by written notice to Seller, in which case Holder shall return the earnest money to Buyer. If Buyer does neither (c) nor (d) within the time period set forth above, this contingency shall be deemed waived by the Buyer..

3. If Seller submits the written counter Amendment described above, Buyer shall, within three (3) calendar days from receiving Seller's written counter agreement for Buyer's inspection amendment, either (a) sign the Seller's written counter Amendment, or (b) terminate this agreement by written notice to Seller, in which case. Holder shall return the earnest money to Buyer.

B. **PROPERTY ACCEPTANCE.** Seller's responsibility in connection with this Inspection paragraph shall cease at closing, and closing shall constitute Buyer's acceptance of the Property unless provision to the contrary is made in writing.

8. **Walk Through**. Whether or not Buyer has earlier inspected the Property, prior to closing, Buyer and Seller's representative shall "Walk Through" the home and execute a "Walk Through List" specifying the items that remain to be completed in the home. Buyer acknowledges that Seller will make it's best effort to complete all items specified in the agreed upon "Walk Through List" on a timely basis as soon as reasonably possible after Closing, and said "Walk Through List" shall survive Closing, but if any repairs, touch-ups or adjustments are incomplete, this shall not constitute a valid reason for Buyers failure to close. Buyer further agrees that there shall be no withholding of any of Seller's proceeds at Closing for any such "Walk Through List" items without the written approval of the Seller. Seller shall not accept from Buyer or Broker "Walk Through Lists" of items to be completed until the official "Walk Through" is conducted with Seller's representative prior to closing. Buyer acknowledges that the only criteria that will be used to compile the "Walk Through List" are set forth in the Seller's Warranty Program and if no criteria are set forth either as part of the warranty or in the event there is no written warranty, then customary and generally accepted area building industry criteria or standards will be used to compile the "Walk Through List". Purchaser also acknowledges that Seller is not required and will not perform any work that would exceed the approved or generally accepted criteria.

9. **Home Warranty:** Buyers acknowledges that a copy of the warranty indicated below has been given to Buyer at time of contract. The warranty

comes with this home, By signing this agreement Purchaser acknowledges receipt of a copy of said Quality Builders Warranty Program limited 10 year warranty and accepts the terms and conditions of said warranty. Attached is the Warranty Addendum that is made part of this contract.

10. **Responsibilities to Cooperate.** All parties agree that such documentation as is reasonably necessary to carry out the obligations of this Agreement shall be produced, executed and/or delivered by such parties at time required to fulfill the terms and conditions of this Agreement.

11. **Earnest Money.** Buyer has paid to (Listing Broker) ("Holder") earnest money in the amount of $ 0 been received by Holder. The earnest money shall be deposited in Holder's interest bearing escrow/trust account (with Holder retaining the interest) within seven (7) banking days after this Agreement becomes binding, and the earnest money shall be applied towards the purchase price of the Property at the time of closing. In the event any earnest money check is not honored for any reason by the bank upon which it is drawn, Buyer shall deliver good funds to Holder within three (3) days of said bank's notice to Holder. In the event Buyer does not timely deliver good funds, Seller in its sole discretion, shall have the right to terminate this Agreement upon written notice to Buyer. Holder shall disburse the earnest money as follows: (1) upon the failure of the parties to enter in a binding agreement; (2) at closing; (3) upon a written agreement signed by all parties having an interest in the funds; (4) upon order of a court or arbitrator having jurisdiction over any dispute involving the earnest money; or (5) upon written notice from Seller that Buyer is in default under the terms of this Agreement. Following any disbursement in accordance with said terms, Holder thereafter shall be relieved from any and all liability or obligation relating to the earnest money or this Agreement.

RTZPRBH
L

Initial, Date and Time

Electronically Signed using eSignOnline™ [Session ID : 895a81ad-82f3-4a2e-a83d-3abd747b251c]

12. **Non-Refundable Deposit .** In addition to, or in lieu of any earnest money mentioned in section 12 of this Agreement, Buyer has paid to Seller a non refundable deposit, not subject to any contingencies, of $ 5000 . If Buyer does not close on this property Seller will retain as liquidated damages all non-refundable Deposits hereunder, it being agreed between the parties that said non-refundable Deposit represents a fair and reasonable estimate, as of this date, of the damages which Seller would suffer upon any such breach, actual damages being difficult or impossible to determine. Buyer acknowledges and agrees the retention by Seller of said non-Refundable Deposit does not constitute a penalty but, rather, an estimate of damages. If Buyer closes on this Property the non-refundable deposit will be credited to Buyer at said closing.

13. **Brokerage**. In negotiating this Agreement, Broker has rendered a valuable service for which reason Broker is made a party to enable Broker to enforce his commission rights hereunder against the parties hereto on the following basis. Seller agrees to pay Broker the full commission when the sale is consummated. In the event the sale is not consummated because of Seller's inability, failure or refusal to perform any of Seller's covenants herein, then Seller shall pay the full commission to Broker immediately, and Broker, at the option of Buyer, shall return the earnest money to Buyer. Buyer agrees that if Buyer fails or refuses to perform any of Buyer's covenants herein, Buyer shall forthwith pay Broker the full commission immediately. Commission to be paid in connection with this Agreement has been negotiated between Seller and Broker and shall be $ N/A or 6 % of the Purchase Price, due and payable upon transfer of title (closing) or as otherwise provide herein. In the event this sale is made in cooperation with another Broker, Selling Broker shall receive 3 .% and Listing Broker shall receive 3 % of the Purchase Price or any price agreed upon in the special stipulations or by amendment hereto

14. **Agency Disclosure**. In this transaction, the Listing Broker (if any) has acted for Seller and the relationship to the parties of the Selling Broker, (if any) is as specified in the attached Exhibit. (Either the "Agency Exhibit" or the "Transaction Broker Exhibit" is attached and made a part hereof by reference.)

15. **Time is of the Essence**. Time is of the essence. Any delay on Buyer's part for any reason whatsoever, which results in the delay of settlement will , at Seller's option, result in the imposition of liquidated damages for delay in the amount of **One Hundred Twenty Five dollars ($125.00) per day to be collected from Buyer at time of extension with certified funds made out directly to the Seller. This amount will not be credited at closing,** it being recognized by the parties that damages Seller will sustain as a result of such delay are difficult to accurately estimate at this time, that there is no attempt to impose a penalty upon the Buyer(s) for such delay, and that the amount shown above represents a reasonable estimate as of the date hereof of the damage to Seller which is likely to arise from such delay.

16. **Successor and Assigns**. This Agreement shall inure to the benefits of, and be binding upon, the parties hereto, their heirs, successors, administrators, executors, and assigns.

17. **Transfer of Assignment.** This Agreement shall not be transferred or assigned without the written consent of all parties to this Agreement, and any assignee shall fulfill all the terms and conditions of this Agreement.

18. **Landscaping/Drainage**. All landscaping, grading, fill, disposition of trees and control of water flow will be performed in a lawful manner, but otherwise will be completed at Seller's sole discretion. Certain areas of the lot may be left in their natural state and may not be landscaped in any way. AT CLOSING, SELLER'S RESPONSIBILITY WITH RESPECT TO SOIL EROSION, SOIL CONDITIONS, GRASS,SHRUBBERIES AND LANDSCAPING TERMINATES AND BUYER'S RESPONSIBILITY BEGINS. SELLER IS NOT LIABLE FOR TREES OR DAMAGE OR DESTRUCTION OF TREES ON THE LOT AND MAKE NO WARRANTY WHATSOEVER AS TO THE TYPE, LOCATION, OR AMOUNT OF TREES WHICH WILL BE ON THE LOT AND/OR THE CONDITIONS OF THOSE TREES BEFORE, AFTER, OR DURING CONSTRUCTION. Buyer understands and agree that it may be necessary for the Seller after closing to work on portions of Buyer's lot in conjunction with the construction and landscaping on the adjacent lots and Buyer authorizes the Seller to enter upon Buyer's property for such construction and landscaping. In the event the Seller does work which disturbs Buyer's grounds, then those grounds will be restored to a similar condition as they were in prior to the Seller's work or such other condition as is agreed upon between Buyer and the Seller.

19. **Closing and Possession.**
    A. **CLOSING DATE:** This transaction shall be closed on the date selected by Seller and set forth in a notice by Seller's Agent. Closing shall occur on or before 06/11/2019 Except Seller may extend closing date up to 90 calendar days from the stated closing date
    B. **PROPERTY CONDITION:** Seller shall deliver Property in broom clean condition and free of debris on date of closing.
    C. **POSSESSION:** Seller to give possession at time of closing.
    D. **REAL ESTATE TAX:** Real estate taxes on said Property for the calendar year in which the sale is closed shall be prorated as of the date of closing.
    E. **UTILITIES SERVICES:** Buyer shall cause all utility services, to be operational. Buyer shall pay any and all costs and deposits required by the utility service company(ies) to have service(s) turned on in Buyer's name.
    F. **PRORATIONS:** Seller and Buyer agree to prorate between themselves, as of the date of closing or the day of surrender of the Property by the Seller (whichever is later), association fees (if any) and all utility bills rendered subsequent to closing which include service for any period of time the property was owned/occupied by Seller or any prior Owner/Occupant.
    G. **IRS COMPLIANCE.** Buyer and Seller agree (1) to comply with and (2) to execute and deliver such certifications, affidavits, and statements As are required at the closing in order to meet the requirements of the Internal Revenue Code.

20. **Survival of Agreement.** Any condition or stipulation, not fulfilled at time of closing shall survive the closing, execution and delivery of the Warranty Deed until such time as said conditions or stipulations are fulfilled.

21. **Binding Arbitration Agreement.** It is hereby agreed that any and all claims, disputes and controversies by or between the undersigned Homeowner and the undersigned Builder arising from or related to the subject Home identified herein, or to any defect in or to the subject Home or the real property on which the subject Home is situated, or the sale of the subject Home by the Builder, including without limitation, any claim of breach of contract, negligent or intentional misrepresentation or nondisclosure in the inducement, execution or performance of any contract, including this arbitration agreement, and breach of any alleged duty of good faith and fair dealing, shall be submitted to binding arbitration in accordance with O.C.G.A. § 9-9-1 et seq, with your choice of three different arbitration services. Any person in contractual privity with the Builder whom the

KB KT;PRBH L

Initial, Date and Time

Electronically Signed using eSignOnline™ [Session ID : 895a81ad-82f3-4a2e-a83d-3abd747b251c]

Homeowner contends is responsible for any construction defect in the Home shall be entitled to enforce this arbitration agreement. The arbitration agreement in the Quality Builders Warranty Program is incorporated in full herein. In order for this paragraph to be a part of this Agreement it must be initialed by Buyer and Seller; if not initialed it shall be void and unenforceable.

Buyer Seller RTJPRBH L

Required State Law Disclosure Regarding Construction Defect Claims: GEORGIA LAW O.C.G.A. § 8-2-38 CONTAINS IMPORTANT REQUIREMENTS THAT BUYER MUST FOLLOW BEFORE BUYER MAY FILE A LAWSUIT OR OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR (AS THAT TERM IS DEFINED IN THE LAW) WHO CONSTRUCTED THE HOME. NINETY DAYS BEFORE BUYER FILES LAWSUIT OR OTHER ACTION, BUYER MUST SERVE ON THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS BUYER ALLEGES ARE DEFECTIVE. UNDER THE LAW, A CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS OR BOTH. BUYER IS NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY A CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT BUYER'S ABILITY TO FILE A LAWSUIT OR OTHER ACTION..

22. Limitation of Claims:

A. The undersigned Homeowner is being furnished with an express limited Quality Builders Warranty Program in connection with the Homeowner's purchase of the Home identified herein below. All other express or implied warranties, including any oral or written statements or representations made by the Builder of the Home, or any other person, and any implied warranty of habitability, merchantability or fitness, are herby disclaimed by the Builder and are hereby waived by the Homeowner. In addition, the Homeowner waives the right to seek damages or other legal or equitable remedies from the Builder, the Builder's subcontractors, agents, vendors, suppliers, design professionals and materialmen, under any other common law or statutory theory of liability, including but not limited to negligence and strict liability. The only remedy of the Homeowner in the event of a defect in or to the Home or in or to the real property on which the Home is situated is the coverage provided under the Quality Builders Warranty Program. This waiver shall not be applicable to any express written warranty issued by the manufacturer of any appliance, which is sold with the Home.

B. **WAIVER OF IMPLIED WARRANTIES:** You have accepted the express Limited Warranty provided by Quality Builders Warranty Program and all other express or implied warranties, including any oral or written statements or representations made by the Seller or any implied warranty of habitability, merchantability or fitness, are hereby disclaimed by the Seller and are hereby waived by You to the extent possible under the laws of Georgia.

C. **EXCLUSIVE REMEDY AGREEMENT:** Effective one year from the Effective Date of Warranty, You have waived the right to seek damages or other legal or equitable remedies from the Seller, his subcontractors, agents, vendors, suppliers, design professionals and materialmen, under any other common law or statutory theory of liability, including but not limited to negligence and strict liability. The agreement contained in this paragraph shall be enforceable to the maximum extent permitted by the state of Georgia and shall be applicable to any claim thereafter made against the Seller or any other person. You only remedy in the event of a defect in or to You Home or in or to the real property on which you Home is situated is as provided to you under this express Limited Warranty. This paragraph shall not be applicable to any express written warranty provided by manufacturer or vendor who has supplied any appliance or component for the home.

23. Disclaimer and Disclosure:

A. Seller and Buyer acknowledge that they have not relied upon the advice or representations, if any, of Broker, and Broker's Affiliated Licensees including, but not limited to: legal and tax consequences of this Agreement in the sale of the Property; the terms and conditions of financing; the purchase and ownership of the Property; the structural condition of the Property; the operating condition of the electrical, heating, air conditioning, plumbing, water heating systems, pool, spa, and appliances in the Property; the availability of utilities to the Property; the investment potential or resale value of the Property; the availability and ownership of amenity package, if applicable; restrictive covenants and architectural controls; or any other system or condition enumerated in the "Inspection of Property" paragraph above; planned or proposed zoning; planned or proposed changes to or widening of any road(s); or any other condition or circumstance which may adversely affect the Property. Buyer acknowledges that if such or similar, matters have been of concern to them, they have sought and obtained independent advice relative thereto. Buyer acknowledges that closing shall constitute acceptance of the Property unless provision is otherwise made in writing.. Seller and Buyer acknowledge that unless otherwise specified herein, Broker(s) and Affiliated Licensees have no expertise with respect to toxic wastes, hazardous substances or undesirable substances; Broker(s) and Affiliated Licensees have made no investigations or representations with respect to such substances; Broker(s) and Affiliated Licensees shall have no liability to either party regarding the presence of said substances on the Property. Seller and Buyer release Broker(s) and Affiliated Licensees from any claims, rights of action, or suits relating to the presence of any hazardous substances, toxic wastes, or undesirable substances on the Property.

C. Seller, to the best of his current knowledge, unless otherwise noted herein, is not aware of: the presence of any substance or condition which may now or in the future be determined to be toxic, hazardous, or undesirable; any encroachments; any violations of zoning, building code or restrictive covenants; any notice by any governmental or quasi-governmental agency affecting the property; any structural problems; any easements other than those which are readily visible and/or which are necessary to serve the improvements; any part of the Property being within the 100 year flood plain unless stated on the Subdivision plat and disclosed to Buyer prior to signing this Agreement. Buyer acknowledges that if such or similar, matters have been of concern to them, they have sought and obtained independent advice relative thereto. Based upon Seller's representation herein, Buyer released Seller from any claim, rights of action, or suits, relating to the presence of any hazardous substances, toxic wastes,. or undesirable substance on the Property.

D. Whether or not you as a homeowner experience mold growth depends largely on how you manage and maintain your home. It is the Buyer(s) responsibility to keep the humidity in the home low. This may be accomplished by: Ventilating kitchens and bathrooms by opening windows; by using exhaust fans, running a de-humidifier in the basement or by running the air conditioning to remove excess moisture in the air and to facilitate evaporation of water from wet surfaces. Our responsibility as a homebuilder must be limited to things that we can control.
As explained in our written warranty, provided by separate instrument, we will repair or replace defects in our construction (defects defined as a failure to comply with reasonable standards of residential construction) for a period of one year. We, the builder, will not be responsible for any damages caused by mold, or by some other agent, that may be associated with defects in our construction, to include 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. Any implied warranties, including an implied warranty of workmanlike construction, an implied warranty of habitability, or an implied warranty of fitness for a particular use, are hereby waived and disclaimed.

Initial, Date and Time

RTJPRBH L

Electronically Signed using eSignOnline™ [Session ID : 895a81ad-82f3-4a2e-a83d-3abd747b251c]

24. **Buyer's Default:** Buyer shall be in default hereunder upon the occurrence of any one or more of the following events (hereinafter a "Buyer's Default").

A. Buyer fails to make any one or more payments of deposits as and when the same are due hereunder;

B. Buyer fails to provide financial information to any one or more lenders providing financing for the transaction contemplated hereby within five

(5) days following request thereof by said lender(s) or to otherwise use his/her best efforts to facilitate the securing of said financing;

C. Any voluntary material, adverse change in the financial condition of Buyer occurring prior to the scheduled Closing date, which change results in the denial of or disqualification of Buyer from obtaining financing, including, without limitation, any filing for divorce or legal separation between Buyers, voluntary termination of the employment of one or more Buyers without immediate and comparable replacement employment, the filing of bankruptcy or other relief from creditors of any one or more of Buyers and other similar changes in the financial condition of Buyer which would reasonably be expected to result in Buyer's inability to obtain the requisite financing to close the transaction;

D. Any failure by Buyer to close the transaction contemplated hereby in accordance with the terms hereof, where such failure is due to any event or occurrence other than a default by Seller hereunder or due to the failure of any closing contingency expressly set forth herein (where such failure is not due in whole or in part to the failure by Buyer to act in good faith in pursuit of satisfaction of such contingency);

E. Any failure by Buyer to otherwise satisfy and fulfill each and every obligation imposed on Buyer hereunder in a timely manner; or

F. Any failure by Buyer to use his/her best efforts to cooperate with Seller in the orderly and amicable completion of the improvements on the property in a timely fashion.

G. The making of any false statements in any materials submitted to a lender in conjunction with Buyer's application for a loan.

H. Any failure by Buyer to have the funds (including down payment, closing costs, prepaids, and/ or any other monies needed to close said loan) available to close on the loan applied for in paragraph 2, section B.

Upon the occurrence of any Buyer's Default, Seller, immediately and without notice or opportunity to cure, shall have the right to:

1. Terminate this Agreement upon written notice to Buyer and retain as liquidated damages all Earnest Money and non-refundable deposit, deposited hereunder, it being agreed between the parties that said Earnest Money and non-refundable deposit represents a fair and reasonable estimate, as of this date, of the damages which Seller would suffer upon any such breach, actual damages being difficult or impossible to determine. Buyer acknowledges and agrees the retention by Seller of said Earnest Money or non-refundable deposit does not constitute a penalty but, rather, an estimate of damages. OR

2. Terminate this Agreement upon written notice to Buyer and pursue against Buyer all remedies available at law or in equity to recover any and all losses (direct or indirect), including reasonable attorneys fee and the costs of all change orders, special orders and custom improvements to the Property constructed or installed at the request of Buyer, incurred by Seller as a result of such default, retaining the Earnest Money and non-refundable deposit in its general account until final resolution of said dispute.

Seller shall have the right to pursue any one or more of the remedies available to Seller hereunder or otherwise in any time following Buyer's Default. In addition, without limiting the generality of the foregoing, any delay or passing of time between the occurrence of Buyer's Default and the declaration of it, or pursuit of remedies therefore, by Seller shall not constitute a waiver by Seller of any remedial rights.

25. **Seller's Default.** In the event Seller defaults in its obligations hereunder and fails to cure such default within ten (10) days following written notice thereof from Buyer, Buyer shall have the right to waive such default or, as Buyer's sole and exclusive remedy hereunder, to terminate this Agreement and request a refund of the Earnest Money pursuant to the terms of Paragraph 12, above. Buyer hereby waives, and agrees to indemnify and hold harmless Seller against, any direct or consequential damages, attorney's fees or specific performance by Seller of the terms of this Agreement. in addition, Buyer and Seller hereby acknowledge and agree that this Agreement is not intended to, and shall not, constitute a conveyance of any real property interest from Seller to Purchaser but, rather, grants to Buyer only certain personal, contractual rights as provided herein.

26. **Completion**. For the purposes of this agreement, the Property shall be considered completed and ready to close upon the issuance of a Certificate of Occupancy or Final Inspection Certificate covering the Property by the city or county in which the Property lies. Seller shall deliver to Buyer at closing a Certificate of Occupancy, or the appropriate equivalent or substitute, for the Property. The Property shall be completed in accordance with all applicable governmental regulations, ordinances, and codes, and shall be in compliance with all applicable restrictions, covenants, and conditions, including without limitation, any public or private architectural controls and restrictions.

27. **Plans and Specifications.** The home shall be completed substantially in conformity with the Plans and Specifications noted as required by Buyer's Lender. Seller expressly reserves the right to make such changes to the Home and/or to make deviations from its plans or specification as become necessary in Seller's sole opinion by site, job, or governmental conditions, or availability of materials so long as Seller uses materials of substantially equivalent quality and appearance. Determination of equivalency will be in Seller's sole opinion .Seller will choose the garage orientation on the Home site Unless specified herein to the contrary, Buyer agrees to accept all color selections and appliances, if any, installed in the Home or ordered by Seller for installation in the Home as of the Agreement Date.

28. **Completion**. For the purposes of this agreement, the Property shall be considered completed and ready to close upon the issuance of a Certificate of Occupancy or Final Inspection Certificate covering the Property by the city or county in which the Property lies. Seller shall deliver to Buyer at closing a Certificate of Occupancy, or the appropriate equivalent or substitute, for the Property. The Property shall be completed in accordance with all applicable governmental regulations, ordinances, and codes, and shall be in compliance with all applicable restrictions, covenants, and conditions, including without limitation, any public or private architectural controls and restrictions.

29. **Plans and Specifications.** The home shall be completed substantially in conformity with the Plans and Specifications noted as required by Buyer's Lender. Seller expressly reserves the right to make such changes to the Home and/or to make deviations from its plans or specifications as become necessary in Seller's sole opinion by site, job, or governmental conditions, or availability of materials so long as Seller

KT7PR8H
L

Initial, Date and Time

Electronically Signed using eSignOnline™ [Session ID : 895a81ad-82f3-4a2e-a83d-3abd747b251c]

uses materials of substantially equivalent quality and appearance. Determination of equivalency will be in Seller's sole opinion .Seller will choose the garage orientation on the Home site Unless specified herein to the contrary, Buyer agrees to accept all color selections and appliances, if any, installed in the Home or ordered by Seller for installation in the Home as of the Agreement Date.

30. **Quality of Construction.** The home shall be completed with the same quality and finish comparable to other of Seller's homes in the same subdivision and in accordance with Seller's Plan.
31. **Association Fees**. :Purchaser acknowledges that there is a required association fee in the amount of $ 400 **per year. An initiation fee of $**350 **is required at closing**. This will be paid to the HOA Association or if Seller has already paid this fee, Purchaser will reimburse Seller at Closing
32. **Visits to the Property.** Purchaser agrees to limit inspection of the Property to reasonable length of time during business hours. Buyer further agrees to avoid conversations with workmen or in any way hinder their work, unless it has been requested that Buyer be there to assist in some phase of the construction (i.e. to check colors, equipment, cabinets, etc.). It is understood and agreed by all parties to this Agreement that Seller is not governed by outside inspections other than those required by governmental agencies. Buyer agrees to deal only with the designated representative of the company assigned by Seller to the Property and to limit communications with representative to normal business hours.
33. **Incompatibility.** In the event Buyer disrupts or interferes with the Seller's construction process or with the Seller's normal course of business, or Seller deems he is incompatible with the Purchaser, Seller shall, at Seller's sole discretion have the option of declaring this agreement null & void and all monies paid to Seller and/or Broker shall be refunded.
34. **Household Goods.** The movement of any household goods or other materials by Buyer into the home will not be permitted until the home has been completed and the total sales price has been paid in full.
35. **Contractors and/or Suppliers.** All work and materials to be performed or supplied under this Agreement shall be performed and supplied by Seller's own contractors, subcontractors, employees, agents, materialmen, and suppliers. Buyer shall not have the right to have any work performed or supplies delivered to the Property at Buyer's own direction prior to closing.
36. **Insulation.** Insulation has been installed (or will be installed prior to closing), in accordance with terms of this paragraph.

    A. Exterior walls are insulated with BATT Insulation to a thickness of Meets code inches, which will, according to the manufacturer, yield an R-value of Meets code.

    B. Ceilings below attic areas are insulated with Meets code Insulation to thickness of Meets code inches, which will, according to the Manufacturer, yield an R-value of Meets code.

    C. Vaulted ceilings are insulated with BATT Insulation to thickness of Meets code inches, which will, according to the Manufacturer, yield an R-value of Meets code.

    D. Floor Over Hangs are insulated with Meets code Insulation to a thickness of Meets code inches, which will, according to the Manufacturer, yield an R-value of Meets code.

37. **Subdivision Plat Review:**

    Buyer's Initials **By initialing here Buyer acknowledges they have seen and reviewed the subdivision plat for all circumstances potentially affecting the Property including, but not limited to:**

    the lot boundary lines, easements, flood plain, surrounding zoning, detention ponds, surrounding proposed roads, front, rear, and side set back requirements. The Broker, and Broker's Affiliated Licensees does not have any authority to make any statement, promise or representation orally or in writing, to the Buyer concerning the Home except as expressly set forth in this Agreement. Buyer acknowledges that they have not relied upon any such statement, promise or representation with respect for zoning or potential uses of the Home, the lot on which it is located or any parcel of land adjacent to the Home or in the area of the development in which the Home is located. Buyer acknowledges surrounding property is subject to change. Seller further agrees that the boundary lines of the lot, which is included with the Home are described on the plat of such Home and will be represented on the survey of the home, including the lot, which will be delivered to Buyer at Closing. Buyer acknowledges that they have not relied upon any representations, statements or demonstrations concerning boundary lines of the lot on which the Home is located in executing this Contract and will not rely upon any such representation, statement or demonstration at the time of Closing unless expressly included in this Agreement or on the subdivision plat. Buyer acknowledges that if such or similar, matters have been of concern to them, they have sought and obtained independent advice relative thereto.
38. **Variances And Modifications**: Should Seller decide in its sole discretion to apply for a variance or to modify any other property it may now own or acquire hereafter within the subdivision with the county for any reason, the Buyer hereby waives any rights to object to any such variance or modification.
39. **Decorator Schedule.** If there are decorative selections yet to be selected in the completion of the residence, Purchaser shall have the option to make those selections from available stock at Seller's normal sources of supply. Buyer hereby agrees to make said selection from the Seller's samples provided at the sales center within Fifteen (15) calendar days from Binding Agreement Date and to fill out Seller's form Decorator Schedule accordingly. If Buyer does not fill Seller's Decorator Schedule with in the allotted time, than Seller may choose the selections for the home and Buyer waives the right to select any selections Seller has ordered.
40. **Protective Covenants.** Buyer has received a copy of the community protective covenants. Buyer's Initials

RT7PRBH
L

Initial, Date and Time

Electronically Signed using eSignOnline™ [Session ID : 895a81ad-82f3-4a2e-a83d-3abd747b251c]

41. **Change Orders**. Any Changes effected upon either the Seller's form JIO or Decorator Schedule must be made upon the form marked Change Order. All Parties acknowledge that Changes listed on the Change Order are requested made by the Buyer and are not a part of this contract until accepted by the Seller. Neither Seller nor Listing Broker take responsibility for changes made after this contract is executed unless signed by and agreed to by all parties. Change Orders also shall be accompanied by a check to the Seller for the amount of the change; and also a check to the Seller in the amount of $100.00, as a processing fee. Sales commission to be based on lower of original Purchase price or Purchase price adjusted by future change order amendments.

42. **Entire Agreement.** This Agreement constitutes the sole and entire Agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

43. **Terminology and Captions** . All pronouns, singular or plural, masculine, feminine, or neuter, shall mean and include the person, entity, firm, or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Agreement" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter",and alike mean this Agreement in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings hereof are for reference and convenience only and do not enter into or become a part of the context.

44. **Modification.** This Agreement may not be modified, altered or amended except by written instrument executed by the parties hereto.

45. **Governing Law.** This Agreement is made and entered into as a contract for the purchase and sale of real property to be interpreted under and governed and enforced according to the laws of the State of Georgia.

46. **Notices.** Except as may otherwise be provided for in this Agreement, all notices or demands required or permitted hereunder shall be delivered either (A) in person; (B) overnight delivery service prepaid; (C) facsimile (FAX) transmission; (D) Email : or (E) by the United States Postal Service postage prepaid, registered or certified, return receipt requested. Such notices shall be deemed to have been given as of the date and time the same are actually received by Broker or Broker's Associated Licensee or receiving party.

47. **Instructions for Closing Attorney.** Closing Attorney is instructed to: transfer "Survival of Agreement" Paragraph to the closing statement; obtain and distribute to and from the appropriate parties such certifications, affidavits, and statements as are required in order to meet the requirement of Internal Revenue Code sec. 1445(foreign/Non-Foreign Sellers) or in the alternative to disburse and hold the sales proceeds in such a manner as may be required to comply with Internal Revenue Code sec.1445; (C) file with the Internal Revenue Service the IRS form 1099B documenting this transaction and comply with any other reporting requirements related thereto.

48 Agent Disclosure. Listing Agent is related to a partner in the LLC selling the subject property and is a licensed Agent in the State of Georgia.

49. Radon. Purchaser shall have the right to conduct, at Purchaser's sole cost and expense, radon testing on the Property prior to Closing. Purchaser shall give written notice to Seller of such intent within ten (10) days of Agreement date. If Purchaser desires to conduct radon testing, Seller shall grant Purchaser's testing agent access to the Property for testing purposes. Purchaser must request an appointment with Seller for testing at least five (5) business days prior to the desired testing date. Seller's designated representative shall accompany Purchaser's testing agent onto the Property and shall monitor the test.

The testing agent selected by Purchaser must: (1) be certified to conduct radon testing; (2) hold a valid business license to conduct business in the County or municipality where the property is located; and (3) provide a general liability insurance certificate showing insurance coverage in an amount not less than One Million and No/100 Dollars ($1,000,000.00) and errors and omissions coverage in like amount. Prior to Purchaser's testing agent inspecting the Property, Purchaser shall provide Seller with documentation, in a form satisfactory to Seller, that Purchaser's testing agent satisfies the above referenced qualifications

The results of the radon testing will be deemed satisfactory if the radon level is at or below the Environmental Protection Agency's recommended standard of 4 pCin. If the test result is unsatisfactory, Purchaser shall submit a copy of the test results to Seller along with written notice of unsatisfactory results no later than five (5) business days before Closing. Failure to conduct the radon test or deliver written notice of unsatisfactory results within the time allowed shall be deemed an automatic waiver of any unsatisfactory results and the closing credit referenced below will not be paid to Purchaser. Upon receipt of the notice and test results, Seller shall have the right, but not the obligation, to retest the Property. In the event that Seller elects to retest the property and the average of Purchaser's and Seller's testing results is greater than the recommended standard of 4 pCin, or alternatively, if Seller elects not to retest the Property, Purchaser shall be entitled to a closing credit in the amount of $1,000.00 as consideration for the release and agreement of Purchaser under this provision. Purchaser may not use the results of testing to delay Closing or to terminate the Agreement. Purchaser may not enter the Property for radon mitigation until after Closing. Purchaser acknowledges that Seller is not an expert in radon and, therefore, Seller will not: (1) provide Purchaser any advice regarding safe levels of radon; (2) except as provided above, conduct radon testing or mitigation; (3) recommend radon testing methods or mitigation techniques; (4) recommend companies to perform radon testing or mitigation; or (5) estimate the cost of testing or mitigation. Seller shall not be held responsible or liable for any costs and expenses associated with current or future remediation associated with radon levels at or above the recommended standard, and Purchaser hereby releases and forever discharges Seller from and Seller shall not be held responsible for any and all claims arising out of or relating in any way to the existence of radon on the Property.

KB KTJPKBH L

Initial, Date and Time

Electronically Signed using eSignOnline™ [Session ID : 895a81ad-82f3-4a2e-a83d-3abd747b251c]

SPECIAL STIPULATIONS

The following stipulations, if conflicting with any preceding paragraph, shall control:

Exhibits And Addenda In the event Personal Property shall remain with the property, the same shall be set out in a Bill of Sale attached hereto and made a part of this Agreement by reference thereto. The following Exhibits and/or Addenda are attached hereto and by reference made a part hereof:

"JOB INITIATION ORDER" Agency Exhibit" or "Transaction Broker Exhibit", Only if there is a "Selling Broker" in the Agreement.

Closing Attorney will be William Fricks P.C.

Exhibit A is attached
Exhibit B is attached

If buyer uses sellers preferred lender, lender will pay an additional $1500 towards closing costs. Buyer may have one change order without a change order fee.

Contract is contingent upon buyer delivering $5000 non-refundable deposit with in 3 days of binding agreement.

Time Limit of Offer.
This instrument shall be regarded as an offer by the Buyer or the Seller who first signs to the other and is open for acceptance by the other until _____o'clock ____M , on the _____day of _____, _____

Acceptance Date
The above proposition is hereby accepted, _____o'clock __M., on the_____day of 1/29/2019 6:05 PM EST 2019.

Binding Agreement Date
This instrument shall become a binding Agreement when written acceptance thereof, or facsimile (FAX) transmission of the accepted instrument is actually received by Broker, Broker's Affiliated Licensee, or Offeror. Upon receipt of acceptance, the other party, Broker or Broker's Affiliated Licensee shall be notified immediately.

Chapman Hall Professionals Realty, LLC. (H-63484)
Selling Broker Firm License#

BY Rhonda Clark (206266)
Broker or Broker's Affiliated Licensee Agent License#
Print or Type Name: Rhonda Clark

Bus. Phone: (678) 730-0080 Email rclark.properties@gmail.com

Chafin Realty Inc (H-45955)
Listing Broker Firm License#

By Andrew Drooker (367969)
Broker or Broker's Affiliated Licensee Agent License#
Print or Type Name: Andrew Drooker

Bus. Phone: 678-756-7536 Email andrewd@chafinrealtyinc.com

David Ball
Buyer's Signature SS/FEI
Print or Type Name: David Ball Jr.

Kristin Ball
Buyer's Signature/FEI
Print or Type Name: Kristin Ball

Renee Trip for Premier Residential Builders HC LLC
Seller's Signature SS/FEI
Print or Type Name: Premier Residential Builders HC LLC

Seller's Signature SS/FEI
Print or Type Name: _____

Electronically Signed using eSignOnline™ [Session ID : 895a81ad-82f3-4a2e-a83d-3abd747b251c]

AGENCY EXHIBIT
(BUYERS AND SELLERS)
EXHIBIT "A"

This Exhibit sets forth the relationship of the Broker(s) to Buyer and Seller for the purchase and sale of real property located at: 6655 Blue Cove Drive, Flowery Branch, Georgia, 30542, with an Offer Date of 01/29/2019.

1. **Agency and Brokerage.**

   A. **Agency Disclosure:** In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and, where the context would indicate, the Broker's affiliated licensees. 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, if they are not represented by a Broker, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party.
   2. **Listing Broker.** Broker working with the Seller is identified on the signature page as the "Listing Broker"; and said Broker is ☑, **OR**, is not ☐ representing Seller;
   3. **Selling Broker.** Broker working with Buyer is identified on the signature page as "Selling Broker"; and said Broker is ☑, **OR**, is not ☐ representing Buyer; and
   4. **Dual Agency or Designated Agency.** If Buyer and Seller are both being represented by the same Broker, a relationship of either designated agency ☐, **OR**, dual agency ☐ shall exist.

      a. **Dual Agency Disclosure.** *[Applicable only if dual agency has been selected above.]* Buyer and Seller are aware that Broker is acting as a dual agent in this transaction and consent to the same. Buyer and Seller have been advised that:
         (1) In serving as a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
         (2) As dual agent, Broker will disclose all known adverse, material facts relevant to the transaction to all parties in the transaction, except for information made confidential by request or instructions from either client, and which is not otherwise required to be disclosed by law;
         (3) Buyer and Seller do not have to consent to dual agency and, the consent of the Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements; and
         (4) 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 its negotiating position.

      b. **Designated Agency Assignment.** *[Applicable only if the designated agency has been selected above.]* Broker has assigned _____ to work exclusively with Buyer as Buyer's designated agent and _____ to work exclusively with Seller as Seller's designated agent. Each designated agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other designated agent.

   B. **Disclosure of Commission, Rebate, or Direct Profit:** Broker hereby discloses that Broker may receive a commission, rebate or direct profit for procuring a mortgage loan, insurance or other services on behalf of Buyer or Seller.

   C. **Material Relationship Disclosure:** The Broker and/or affiliated licensees have no material relationship with either client except as follows: _____.
   (A material relationship means one actually known of a personal, familial or business nature between the Broker and/or affiliated licensees and a client which would impair their ability to exercise fair judgment relative to another client.)

Selling Broker's Initials: _____
(or Broker's Affiliated Licensee)

Listing Broker's Initials: AD
(or Broker's Affiliated Licensee)

Buyer's Initials: _____ / _____

RT;PRBH

Seller's Initials: L / _____

Electronically Signed using eSignOnline™ [Session ID : 895a81ad-82f3-4a2e-a83d-3abd747b251c]

Addendum to Purchase Contract

Warranty Addendum

Address of Subject Home: 6655 Blue Cove Drive Flowery Branch Georgia 30542

1. **Quality Builders Warranty (QBW).** At or about close of escrow, Seller will purchase for Homebuyer(s) a QBW Warranty. The QBW Warranty is a ten-year, new home warranty providing coverage for certain construction defects in the subject home. As consideration for the QBW Warranty, Homebuyer(s) agrees to the provisions of this Addendum, which supe rsede any different or inconsistent provisions in the Purchase Agreement. Homebuyer(s) represents that Homebuyer(s) has been furnished with a cop y of the QB W Warranty and has had an opportunity to read and understand it, incl uding the binding arbitration agreement contained in it, before signing this Addendum.

2. **Arbitration Agreement**. Buyer acknowledges reviewing the warranty at http://www.qbwc.com/wp-content/uploads/2015/01/REG.pdf .
The Seller i s a member of Quality Builders Warranty Program and you will be provided with a Ten Year Limited Warranty Agreement in co nnection with the purchase of your home. The Seller's sole responsibility shall be limited to the terms and conditions set f orth in the Quality Builders Limited Warranty Agreement. The Purchaser agrees to submit to and be bound by the dispute settlement procedures under the Limited Warranty Agreement. Seller makes no further warranties, expressed, general, limited or implied, including implied warranty of merchantability, implied warranty for particular purpose or implied warranty of habitability except as contained in the Quality Builders Limited Warranty Agreement.

3. **Further Agreement**. Effective one year from the date of closing on the purchase of the home, Homebuyer(s) waives the right to seek damages or other legal equitable remedies from Seller, its su bcontractors, agents, sup pliers or design professionals for any defect to the subje ct home, or the real propert y upon which it is situated, under any common law or s tatutory theory of liability, including but not limited to negligen ce and strict liabilit y. The agreement contained in this Addendum shall be enforceable to the maximum extent permitted by the law of the state in which the home is located and shall be appli cable to any claim made after the effective date of the agree ment contained in this paragraph. This paragraph shall not be applicabl e where prohibited by law or to any written warranty provided by a manufacturer or vendor who has supplied any appliance or component.

Buyer: _____ Date: 1/29/19

Co-Buyer: _____ Date: 1/29/19

Seller: Renee Trip for Premier Residential Builders HC LLC _____ Date: 1/29/2019

Electronically Signed using eSignOnline™ [Session ID : 895a81ad-82f3-4a2e-a83d-3abd747b251c]

CONVENTIONAL FINANCING CONTINGENCY
EXHIBIT " B "

Printing

This Exhibit is part of the Agreement with an Offer Date of 01/29/2018 for the purchase and sale of that certain Property known as: 6655 Blue Cove Drive, Flowery Branch, Georgia 30542.

1. **Application.** Buyer shall have 7 days from the Binding Agreement Date ("Mortgage Loan Application Period") to apply for the conventional loan or loans described below ("Loan(s)") and deliver to Seller either a Good Faith Estimate meeting current HUD requirements for such Loan(s) or a letter from a lender showing the date upon which the buyer completed the loan application. If Buyer has agreed to apply for a mortgage loan with a lender identified below, the Good Faith Estimate or Lender Letter must be from one or more of those lenders.
[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].

		Loan Amount	Term	Interest Rate (at par)	Rate Type	Source Of Loans Term
☒ A.	FIRST MORTGAGE LOAN	70 % of purchase price	30 years	5 % per annum (or initial rate on adjustable loan)	☒ Fixed ☐ Adjustable ☐ Interest Only	☒ Institutional ☐ Seller ☐ Other
☐ B.	SECOND MORTGAGE LOAN	____ % of purchase price	____ years	____ % per annum (or initial rate on adjustable loan)	☐ Fixed ☐ Adjustable ☐ Interest Only	☐ Institutional ☐ Seller ☐ Other

2. **Buyer to Apply for Loan Approval with Agreed Upon Mortgage Lender.** Buyer agrees to apply for approval of the Loan(s) with at least one of the mortgage Lenders, if any, identified as below:

Matthew Scout

While Buyer is required to apply for approval of the Loan(s) with at least one of the lenders, if any, identified above, nothing herein shall require Buyer to obtain mortgage financing from any such lender. Buyer may also pursue different loans than the Loan(s) described above. However, the denial of such other loans may not be a basis for Buyer to terminate this Agreement. Buyer shall immediately notify Seller of the name of any other lender from whom Buyer has applied for mortgage financing to purchase the Property and the name, address and work telephone number of the loan originator with whom Buyer is working. Notwithstanding any provision to the contrary contained in this Exhibit, Buyer shall be deemed to have the ability to obtain any Loan(s) not being made by an institutional mortgage Lender.

3. **Financing Contingency.** Buyer shall have 7 days from the Binding Agreement Date ("Financing Contingency Period") to determine if Buyer has the ability to obtain the institutional mortgage loan(s) described above. Buyer shall be deemed to have the ability to obtain such Loan(s), the financing contingency shall be satisfied and the Agreement no longer subject to a financing contingency, unless prior to the end of the Financing Contingency Period, Buyer causes to be delivered to Seller a letter from an institutional mortgage lender licensed to do business in Georgia denying one or both of the above-described Loan(s) which letter is based upon the lender's customary and standard underwriting criteria ("Loan Denial Letter"). The Loan Denial Letter may not be based upon any 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 any required information; or (d) intentionally making material changes in buyer's financial condition. Buyer shall be responsible for obtaining and providing to the lender(s) all loan documentation, Official Wood Infestation Reports, structural letters, well tests, septic system certifications, flood plain certifications and any other similar information required by lender. Buyer may during the Financing Contingency Period terminate this Agreement without penalty if Buyer notifies Seller of Buyer's decision to terminate and provides Seller with the Loan Denial Letter meeting the requirements herein.

Electronically Signed using eSignOnline™ [Session ID : 895a81ad-82f3-4a2e-a83d-3abd747b251c]

4. **Duty to Deliver Evidence of Ability to Close.** If Buyer does not terminate the Agreement in accordance with the Financing Contingency paragraph above, Buyer shall be obligated, prior to the end of the Financing Contingency Period, to deliver to Seller evidence that Buyer has the ability to close on the purchase of the Property through any combination of cash and/or loans. In the event Buyer is obtaining a mortgage or other Loan(s) from a institutional lender, Buyer shall be required to provide Seller with a copy of the loan commitment for each Loan stating the type, amount and terms of the Loan(s) for which Buyer has been approved and that it is only subject to standard conditions which do not require Buyer to take any action or do anything inconsistent with Buyer's obligations in the Purchase and Sale Agreement. The provision of a mortgage loan commitment letter to Buyer meeting the above requirements shall fully satisfy the requirements of Buyer to provide Seller evidence that Buyer has the ability to close on the purchase of the Property. The provision of a Loan Commitment Letter by a mortgage lender is not a guarantee that Buyer will be able to meet all of the standard conditions in the loan commitment. In such an event, Seller acknowledges and accepts the risk that Buyer may not be able to close on the purchase of the Property. In the event Buyer fails to provide Seller with the Required Information within the timeframe set forth above, 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.

5. **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.

6. **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.

7. **Appraisal Contingency.** In addition to the other rights of Buyer set forth herein, this Agreement shall also be subject to the Property appraising for at least the purchase price. Buyer shall cause the lender to: (a) procure the appraiser to perform the certain appraisal(s) and (b) provide Buyer with a copy of any such appraisal that is for less than the purchase price of the Property.

If any appraisal performed pursuant to and in accordance with this exhibit is for less than the purchase price of the Property, the Buyer shall have the right to request within 7 days of the Binding Agreement Date that Seller reduce the sales price of the Property to a price not less than the appraisal price by submitting an Amendment to Reduce Sales Price to Seller along with a complete copy of the appraisal which is for less than the purchase price. In the event that Buyer does not submit an Amendment to Reduce Sales Price within the time frame referenced above, Buyer shall be deemed to have waived Buyer's right to request a reduction in the sales price and this Agreement shall no longer be subject to an appraisal contingency. The time limit of the offer for the Seller to accept or reject the Amendment to Reduce Sales Price shall run through the earlier of:

(a) 10 days from the date that the Amendment to Reduce Sales Price is delivered to Seller, or

(b) the time of closing (excluding any extensions of the closing resulting from the unilateral extension of the closing date).

If Seller timely accepts the Amendment to Reduce Sales Price, Buyer shall be obligated to purchase the Property in accordance with this Agreement as amended. If Seller does not accept the Amendment to Reduce Sales Price, Buyer may terminate this Agreement without penalty upon notice to Seller. Nothing herein shall require Buyer to seek any reduction in the sales price of the Property. If Buyer does not seek a reduction in the sales price, Buyer shall be obligated to purchase the Property for the price agreed to by the parties in the Agreement.

Buyer's Signature	Renee Trip for Premier Residential Builders HC LLC Seller's Signature
David Ball Jr. Print or Type Name	for Premier Residential Builders HC LLC Print or Type Name
Buyer's Signature	Seller's Signature
Kristin Ball Print or Type Name	Print or Type Name
Chapman Hall Professionals Realty, LLC. Selling Broker	Chafin Realty Inc Listing Broker
By: Broker or Broker's Affiliated Licensee	By: Broker or Broker's Affiliated Licensee
Rhonda Clark Print or Type Name	Andrew Drooker Print or Type Name

Electronically Signed using eSignOnline™ [Session ID : 895a81ad-82f3-4a2e-a83d-3abd747b251c]