

SOUTHERN SERENITY HOMES, LLC.

CONTRACT PACKAGE CHECKLIST

Buyer _____

Address _____ City _____ St _____

Lot# _____ Subdivision _____

_____ New Home Sales Contract

_____ Upgrade Worksheet

_____ Addendum to Real Estate Sales Agreement (if applicable)

_____ Tennessee Residential Property Condition Exemption Notification

_____ Impact Fees or Adequate Facilities Taxes Disclosure

_____ Notice of Consent Regarding Real Estate License Relationships

_____ Cooperative Agreement

_____ Buyer Representation Agreement

_____ Crye-Leike Realtors, Disclaimer Notice

_____ Crye-Leike Realtor, Disclosure of Relationships

_____ Crye-Leike Realtor, Disclosure of Business Relationships

SELLING AGENT INFORMATION

Agent Name _____ Cell# _____ Home# _____

Company _____ Office _____

Office Address _____ City _____ St _____ Zip _____

E-mail Address _____ Fax# _____

LENDER INFORMATION

Lender _____ Loan Officer _____

Contact Number _____ Office Address _____

City _____ St _____ Zip _____

E-mail Address _____ Fax# _____



NEW HOME SALES CONTRACT

Date: _____, 20____

1 **1. DEFINED TERMS:** Unless the context clearly indicates a different meaning thereof, the following terms as used in this Contract
2 (whether capitalized or not) shall mean:

3 **A. PURCHASER:** "PURCHASER" is _____, currently
4 residing at _____ and whose contact
5 information is as follows:

6 Home Phone (____) _____ - _____ **Email** _____
7 Work Phone (____) _____ - _____ Alternate Work Phone (____) _____ - _____
8 Cell Phone (____) _____ - _____ Alternate Cell Phone (____) _____ - _____

9 **B. PROPERTY:** "Property" is the following described real property, upon which the Residence shall be located, situated in the City of
10 _____, County of _____, State of Tennessee, more particularly:

11 Lot # _____ Subdivision _____ Plat Book and Page/Instrument # _____
12 Address _____

13 **C. RESIDENCE:** "Residence" is the residential dwelling that: (MARK THE APPROPRIATE BOX)

14 has been constructed; is in the process of being constructed; or is to be constructed upon the Property.
15 The construction of the Residence shall be substantially in accordance with Southern Serenity Homes, LLC Plan
16 _____.

17 **D. LENDER:** "Lender" is _____, the local designated lending
18 institution providing loan to PURCHASER.

19 **E. CLOSING DATE:** Subject to Paragraph 9 below, "Closing Date" shall be on or before the _____ day of _____
20 20____ with time being of the essence.

21 **F. WATER SUPPLY:** The water supply is: City Utility District Well Private Other _____

22 **G. WASTE DISPOSAL:** The waste disposal is: City Septic Other _____

23 **2. A. EARNEST MONEY:** PURCHASER has paid to by Crye-Leike, Inc. ("Holder") located at 6525 Quail Hollow, Memphis, TN 38120, an
24 earnest money deposit of _____
25 (\$ _____) in the form of _____ as further explain in paragraph 6 below.

26 **B. NON-REFUNDABLE EARNEST MONEY:** PURCHASER has paid to Southern Serenity Homes, LLC, located at 290 Pierce, Oakland,
27 TN 38060 deposit of _____
28 (\$ _____), as a non refundable earnest money deposit.

29 **C. NON-REFUNDABLE DEPOSIT:** PURCHASER has paid to Southern Serenity Homes, LLC, located at 290 Pierce, Oakland, TN 38060
30 deposit of _____
31 (\$ _____), in the form of a Cashier Check for upgrades, changes, etc.

32 **D. PURCHASE PRICE:** The purchase price is _____
33 _____ DOLLARS (\$ _____),
34 which shall be paid to Southern Serenity Homes, LLC by PURCHASER in accordance with Paragraph 5 below.

35 **E. CLOSING AGENT:** The Closing Agent for BUILDER and PURCHASER shall be **NASHOBA ESCROW COMPANY, INC.**
36 7518 Enterprise Avenue, Germantown, TN 38138; Phone: (901) 759-3900, Fax (901) 751-1135

37 **F. BUILDER BONUS:** The builder bonus (if applicable) is _____
38 DOLLARS (\$ _____) and cannot be applied to reduce the purchase price.

39 **3. ADDENDA:** The following listed Addenda and/or Exhibits are attached hereto and made a part of this Contract:

40 _____
41 _____
42 _____
43 _____
44 _____

PURCHASER'S INITIALS

4. PURCHASE AND SALE: Southern Serenity Homes, LLC, a Tennessee Limited Liability Company (hereinafter called "BUILDER") hereby agrees to sell and convey to PURCHASER, and PURCHASER hereby agrees to purchase from BUILDER the Property, together with the Residence constructed or to be constructed thereon substantially in accordance with the plans and specifications prepared for BUILDER, which are available for inspection by PURCHASER at BUILDER'S Office, and not in strict conformity with any model home. The purchase price shall include any variations, optional items and builder allowances (if applicable) listed on the Addendum attached hereto and incorporated herein by reference. Pursuant to paragraph 23 below, all monies paid by PURCHASER for upgrades shall be non-refundable deposits to BUILDER. PURCHASER acknowledges that BUILDER may not own the above referenced lot at the time this Contract is executed. If BUILDER does not acquire title to said lot, then this Contract shall, at BUILDER'S option, be declared null and void and neither party shall have any further liability to the other with the Earnest Money being refunded to PURCHASER. As part of the terms and conditions of this Contract, BUILDER specifically reserves the right to make such changes or substitutions in construction of the Residence as provided by Paragraph 17.B. below.

5. TOTAL SALES PRICE: PURCHASER warrants that, except as otherwise provided herein, PURCHASER will have at closing sufficient cash to complete the purchase of the Property. The purchase price shall be paid to BUILDER by PURCHASER in cash at closing and shall be disbursed to BUILDER by Good Funds as defined by Tennessee Code Annotated.

6. EARNEST MONEY: HOLDER acknowledges receipt of the amount stated in Paragraph 2.A. above, paid to Holder as Earnest Money. Said amount shall be held in a non-interest bearing account by Holder, and will become a non-refundable payment to BUILDER upon preliminary loan commitment. At closing, the Earnest Money shall be applied first to any overages and extras, then to any cash down payment that may be required, then to PURCHASER'S closing costs, and thereafter any retained Earnest Money shall be paid to BUILDER. Any refund or payment of the Earnest Money under this Contract shall be reduced by the amount of any actual expenses incurred on behalf of Holder, the amount of any costs incurred in attempting to obtain PURCHASER'S loan, as well as the costs of options and overages on allowances, if any. The Earnest Money may be deposited with Listing Broker as the Holder, with the understanding that Listing Broker: (a) is not a party to this Contract and does not assume or have any liability for performance or non-performance by BUILDER or PURCHASER; (b) is not liable for interest or other charges on the funds held, and if Earnest Money is held in an interest bearing account, the interest is to be used to help offset cost of maintaining and operating the Escrow Account; (c) is not liable for any losses of escrow funds caused by the failure of any banking institution in which such funds have been deposited; and (d) may choose to place Earnest Money with a court of competent jurisdiction in the event of any dispute regarding the disposition of such Earnest Money.

7. FINANCING: This agreement is contingent upon the ability of PURCHASER to obtain a commitment for a _____ loan from _____, in an amount not less than \$ _____, bearing an interest rate of _____% per annum, or whatever the prevailing rate, with monthly payments of principal and interest amortized over a period of _____ years. Application for loan to be made within seven (7) days of execution of contract. PURCHASER agrees to execute all necessary forms and/or legal instruments required by Lending institution and/or BUILDER. PURCHASER agrees to act in good faith and use due diligence in attempting to obtain loan approval and understands and agrees that a failure to do so shall constitute a breach of contract by PURCHASER and entitle BUILDER to the remedies stated in paragraph 16 of this contract. If such loan commitment cannot be obtained within fourteen (14) days of the contract date, or if such commitment contains conditions not acceptable to BUILDER, then this contract shall become null and void at the option of BUILDER only. PURCHASER agrees to provide BUILDER a copy of said loan commitment when obtained within fifteen (15) days of contract date. PURCHASER shall be responsible for the lock-in agreement with Lending institution, and PURCHASER shall bear all risk of movement of interest rate and /or discount points.

8. APPRAISAL: PURCHASER shall pay for an appraisal at the time of loan application. In the event the appraisal fee has been paid by BUILDER prior to this Contract, then PURCHASER shall reimburse BUILDER at the time of closing, unless otherwise specified herein. If the initial appraised value is not sufficient to enable Lender to make the loan specified above, then BUILDER shall have fourteen (14) days from BUILDER'S receipt of a copy of the initial appraisal to obtain another appraisal, acceptable to Lender, or to obtain an amendment to the initial appraisal to increase the appraised value to the amount necessary to obtain the loan specified.

9. CLOSING: The Closing Date shall be on or about the date provided in Paragraph 1.E. above, but no later than forty-eight (48) hours after the appropriate Code Enforcement Office provides a clear final inspection unless otherwise specified herein. It is understood and agreed that, at BUILDER'S option, the Closing Date may be extended for up to two (2) thirty (30) day periods from the above-mentioned Closing Date. BUILDER retains the right to accelerate the Closing Date with reasonable notice. Possession shall be given to PURCHASER with the Deed upon the completion of final closing. As used herein, final closing shall mean and include closing, funding and final disbursement of the full purchase price to BUILDER. PURCHASER understands and acknowledges that possession of the Property will not be transferred and that the keys to the Residence will not be delivered prior to the completion of final closing. PURCHASER is hereby advised to discuss loan funding, as well as the process for setting the date and time of closing, with PURCHASER'S selected Lender. PURCHASER understands and acknowledges that closings not scheduled during normal business hours typically will not fund until the next business day, at the earliest. PURCHASER acknowledges that delivery of the house is approximate due to construction delays, weather and lot acquisition, and that said Closing Date is an estimate. The parties further understand that the Closing Date is projected based upon an assumption of good weather, no construction delays, and prompt acquisition of the lot. PURCHASER understands that in the event that there are delays in construction beyond those set forth herein, BUILDER shall have no liability to PURCHASER for damages resulting from failure to close beyond a refund of Earnest Money pursuant to Paragraph 6 above.

10. WARRANTIES: BUILDER agrees to provide in written form at closing a 2-10 Homebuyer's Warranty, or such other comparable warranty as designated by BUILDER. PURCHASER and BUILDER agree to the terms and conditions of this Warranty and agree that this limited Warranty is BUILDER'S sole warranty and that it limits the liability of BUILDER. PURCHASER acknowledges the terms and conditions of this Warranty, which is incorporated herein by reference and made a part hereof, and agrees to follow the procedures enumerated therein. In addition to the terms contained in such Warranty, PURCHASER agrees that BUILDER shall have the right to be given reasonable written notice of any Warranty claim, an opportunity to inspect the claimed defect, and an opportunity to repair the defective condition. BUILDER may use the methods, materials, laborers and subcontractors of BUILDER'S choosing, so long as the repairs result in the condition being brought within the standards set forth in the said Warranty. Nursery stock installed by BUILDER shall be healthy and alive (or in a seasonal dormant state) on the date of occupancy or closing (whichever occurs first), and after this date BUILDER does not warrant sod, trees, plants, shrubs or any landscape material. BUILDER gives no warranty on trees or plants naturally existing on the lot not planted by BUILDER; nor does BUILDER guarantee that trees and vegetation on the lot at the start of construction will survive the construction period. Chipping, flaking, or cracking of concrete driveways, patios and walkways are not BUILDER'S responsibility and will not be replaced. BUILDER agrees to transfer to PURCHASER, upon completion of final closing, subject to PURCHASER'S acceptance thereof, BUILDER'S interest in any manufacturer's warranties, service contracts, and/or other similar warranties which by their terms may be transferable to PURCHASER. BUILDER'S obligation hereunder shall not be extended to include consequential damages or damage caused by the elements, abusive use, ordinary wear and tear, aging, or other characteristics common to the methods or materials involved. Builder agrees to transfer to PURCHASER, upon completion of the final closing, subject to PURCHASER'S acceptance thereof, BUILDER'S interest in any manufacturer's warranties, service contracts, and/or other similar warranties which by their terms may be transferable to PURCHASER. THE EXPRESS LIMITED WARRANTIES CONTAINED THEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, STATUTORY OR OTHERWISE, EXPRESSED OR IMPLIED, ALL OTHER REPRESENTATIONS MADE BY BUILDER AND ALL OTHER OBLIGATIONS OR LIABILITIES WITH RESPECT TO SAID PROPERTY INCLUDING ANY CLAIM FOR BREACH OF CONTRACT AND INCLUDING ANY WARRANTIES OF WORKMANLIKE CONSTRUCTION, DESIGN CONDITION, OR QUALITY. IMPLIED WARRANTIES OF MERCHANTABILITY,

119 HABITABILITY OR FITNESS FOR A PARTICULAR USE ARE SPECIFICALLY EXCLUDED. THIS AGREEMENT AND WARRANTY LIMITS
120 PURCHASER'S REMEDIES AND BUILDER'S LIABILITIES. IN NO EVENT SHALL BUILDER'S OBLIGATION EXCEED ITS OBLIGATION SET FORTH IN
121 SAID WARRANTY. IN NO EVENT SHALL BUILDER BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

122 **11. DISPUTES OR CLAIMS:**

123 **A.** It is mutually agreed that all disputes and controversies between the parties arising out of or in connection with this Contract as to the existence,
124 construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuance, or termination thereof or
125 any claim whatsoever, including without limitation, alleged misrepresentation, unjust enrichment, fraud, negligence and violations of the Tennessee
126 Consumer Protection Act shall be submitted to non-binding mediation in accordance with the rules and procedures of Resolute Systems, Inc. and by
127 using the following procedure. Any Warranty claims shall first be submitted to any dispute resolution procedure as set forth in the Warranty program
128 called for herein. Thereafter, either party may demand mediation by setting forth such claims in such detail as shall give the other party notice and by
129 submitting the claim to mediation in accordance with the rules and procedures of Resolute Systems, Inc.

130 1. Within thirty (30) days after the demand, the other party shall prepare a response to the allegations set forth in the Statement, setting forth such
131 other matters the other party considers pertinent.

132 2. Each party shall bear its own mediation costs and expenses and shall equally bear the cost of the mediation.

133 **B.** If the parties are unable to settle or resolve the dispute or controversy by mediation, the claim shall be submitted to binding arbitration in accordance
134 with the rules and procedures of Resolute Systems, Inc., in which event the decision of the arbitrator shall be final and binding upon both Parties and
135 may be entered in any Court having jurisdiction. Demand for arbitration shall be made in writing with the other party to the claim and with the
136 arbitrator. A demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, but in no
137 event later than the date for the institution of legal proceedings based upon the law of the state where the Property is located. The cost of the arbitrator
138 shall be paid by the non-prevailing party or as determined by the arbitrator.

139 **C.** The parties stipulate that the provisions of this agreement shall be a complete defense to any suit, action, or proceeding instituted in any federal, state,
140 or local court, or before any administrative tribunal with respect to any controversy or dispute arising during the period of this agreement. The mediation
141 and arbitration provisions shall, with respect to the controversy or dispute, survive the termination or expiration of this Contract.

142 **D.** Said Warranty provides for final and binding arbitration regarding any controversy, claim, or complaint arising under said Warranty, which is not
143 resolved by mutual agreement between PURCHASER and BUILDER. PURCHASER'S sole remedy for any such unresolved Warranty matter is the final
144 and binding arbitration stated herein, the right to sue BUILDER in court being expressly waived.

145 _____ PURCHASER'S INITIALS

146 **12. FINAL SURVEY:** The final survey, to be provided by BUILDER, shall be paid for by PURCHASER at the time of closing. This survey is for loan
147 purposes only. If for any reason the plan of PURCHASER'S choice will not fit the lot stated above, then PURCHASER shall have the right for a period of ten
148 (10) days from notice thereof to select another plan upon the terms agreeable to BUILDER and PURCHASER. Otherwise this Contract shall automatically be
149 declared null and void and Earnest Money shall be refunded to PURCHASER pursuant to Paragraph 6 above.

150 **13. THE JOB SITE & BUILDER'S SUBCONTRACTORS/WORKERS:** All work and materials to be performed or supplied under this
151 Contract shall be performed and supplied by BUILDER'S own contractors, subcontractors, employees, agents, materialmen and suppliers. PURCHASER
152 agrees that the direction and supervision of the workers on the Residence, including subcontractors, rests exclusively with BUILDER, and PURCHASER
153 agrees not to issue any instruction to or otherwise interfere with such workers. PURCHASER further agrees not to contract with BUILDER'S subcontractors
154 or to engage any other builders, subcontractors, workmen, or materialmen to have any work performed on or about the Residence or to have any supplies
155 delivered to the Property without permission from BUILDER, except after the completion of final closing.

156 BUILDER shall not be liable to PURCHASER or any such other person or persons for any damage to person or property incurred at the Property, as any
157 visit to the Property prior to its completion shall be at the risk of such parties. BUILDER reserves the right to prohibit PURCHASER from entering any part
158 of the Property prior to the completion of final closing except with the written permission of BUILDER. This shall in no way affect PURCHASER'S right to
159 perform a final orientation walk-thru prior to closing with BUILDER or BUILDER'S representatives.

160 **14. TITLE RESTRICTIONS:** Title is to be conveyed subject to all restrictions, easements and covenants of record, applicable zoning laws, and taxes
161 falling due after closing. PURCHASER acknowledges that PURCHASER has been given the opportunity to read the Homeowner's Association documents
162 and subdivision covenants and restrictions, if applicable to the Property.

163 **15. SETTLEMENT WITH VALID TITLE:** Settlement and payment of balance, if any, shall be made in cash upon presentation of a good and
164 valid warranty deed, or other proper means of conveyance, with the usual covenants, conveying a good and merchantable title, after allowing reasonable
165 time for examination of title. At PURCHASER'S election, BUILDER agrees to promptly furnish for examination only, either a title search or adequate
166 abstracts of title, taxes and judgments covering the Property or, at BUILDER'S option and at BUILDER'S expense, BUILDER may elect to furnish a policy of
167 title insurance for the amount of the above purchase price, insuring marketability of title. Adequate abstracts of title, taxes and judgments are those required
168 by a title insurance agency as the basis for the issuance of a title insurance policy. Good and merchantable title as referred to herein shall mean title which a
169 title insurance company licensed to do business in the State of Tennessee will insure, subject to the standard exceptions. In the event of controversy
170 regarding title, a title insurance policy covering the Property for the above purchase price shall constitute and be accepted by PURCHASER as conclusive
171 evidence of good and merchantable title. In each case, the title insurance agency must be one with a local office.

172 **16. FAILURE TO CLOSE:** If the title is not good and merchantable and cannot be made good within a reasonable time after written notice has been
173 given that the title is defective, specifically pointing out the defects, then the Earnest Money shall be returned to PURCHASER. If the title is good and
174 merchantable and PURCHASER: (i) fails to pay for the Property as specified herein; (ii) cancels closing; (iii) refuses to close after a clear final inspection and
175 acceptance by V.A., F.H.A., Lender and/or applicable Code Enforcement Department; (iv) fails to possess funds to close; (v) fails to obtain the required
176 signatures to close, if applicable; or (vi) fails to satisfy the conditions set forth in the LOAN APPLICATION or LOAN COMMITMENT Paragraphs, it shall
177 constitute a BREACH BY PURCHASER and BUILDER shall have the rights and remedies set forth as follows: (i) BUILDER shall be excused from
178 performance and may elect to sell the Property to a third party, such election not in any way affecting or limiting Builder's other remedies stated herein; (ii)
179 BUILDER may affirm this contract and seek specific performance thereof; (iii) BUILDER may declare this contract terminated and Earnest Money plus non-
180 refundable funds shall be retained by BUILDER and in addition, Five-thousand dollars (\$5,000.00) shall be paid by PURCHASER to BUILDER as liquidated
181 damages. Earnest Money, non-fundable funds, or other damages paid to BUILDER shall not in any way prejudice the rights of BUILDER or Broker in any
182 action for damages for breach of contract or specific performance, or both, nor shall BUILDER'S retention of Earnest Money be evidence of an election to be
183 credited against damages actually sustained. PURCHASER shall be obligated to pay all costs and/or losses which BUILDER may sustain, including lost
184 profit, court costs and expenses of litigation, including attorney's fees. PURCHASER shall also be obligated to pay any brokerage or sales commissions due.
185 If BUILDER cannot convey a good and merchantable title or should BUILDER fail to close, PURCHASER may terminate this contract by written notice to
186 BUILDER and receive a refund of the Earnest Money as PURCHASER'S sole remedy. PURCHASER hereby waives the right to damages or specific
187 performance, or both, from BUILDER. PURCHASER agrees to pay BUILDER, upon demand, a fee of up to One Hundred Fifty DOLLARS (\$150.00) per day
188 for every day after the said forty-eight (48) hours set forth in Paragraph 9 above, as compensation to BUILDER for additional costs incurred by BUILDER in
189 holding the Property for PURCHASER. This per diem penalty is not BUILDER'S sole remedy for PURCHASER'S failure to close, but is in addition to any
190 other rights or remedies BUILDER may have under the terms of this Contract, or otherwise, all of which are specifically reserved by BUILDER. The
191 movement of any household goods or other materials by PURCHASER into the Residence will not be permitted until the Residence has been completed and

192 the total purchase price has been paid by PURCHASER and disbursed to BUILDER. BUILDER is under no obligation to grant any occupancy of the Property
193 to PURCHASER in advance of the completion of final closing.

194 **17. A. INSPECTION BY PURCHASER:** PURCHASER shall, at a designated time set prior to the Closing Date, receive an orientation walk-
195 through of the Residence with BUILDER or BUILDER'S Agent, during which PURCHASER shall completely inspect the Residence. PURCHASER and
196 BUILDER shall agree upon, by completion of a written form, those items that will be repaired or completed by BUILDER within a reasonable time after
197 the Closing Date and, upon execution of said written form, PURCHASER will have accepted the Residence and acknowledged that the Residence was
198 constructed pursuant to this Contract, except as set out in said written form.

199 **B. COMPLETION:** It is understood and agreed between the parties that BUILDER shall be deemed to have performed this Contract with regard to
200 construction of the Residence hereinabove described when BUILDER has obtained the final inspection from V.A., F.H.A., and/or applicable Code
201 Enforcement Department. The construction shall be completed in accordance with all applicable governmental regulations, ordinances and codes, and
202 shall be in compliance with all applicable restrictions, covenants and conditions, including without limitation, any public or private architectural controls
203 and restrictions. BUILDER shall, if PURCHASER so desires, provide PURCHASER with a copy of any building code inspection and/or a copy of the final
204 "Use and Occupancy Letter" from the appropriate Code Enforcement Department, if applicable. Time being of the essence, PURCHASER agrees to
205 immediately close said loan and purchase the above-described Property within forty-eight (48) hours after all conditions contained in Paragraph 9 above
206 have been met and BUILDER has advised PURCHASER that the Property is ready for closing, or at a time designated by BUILDER if later. BUILDER
207 shall not be held responsible for any delay in construction of the Residence by any act, neglect, failure or default of subcontractors, workmen, or
208 suppliers; by alterations, changes or additions to the Residence; by public laws, or act of public officials; by strikes, lock-outs, actions of the elements, acts
209 of war, inability to obtain materials, or by any other cause beyond BUILDER'S control. The Residence shall be constructed in accordance with good
210 building practices. BUILDER shall make a reasonable effort to construct the Residence in conformance with models and house plans selected by
211 PURCHASER, however, BUILDER specifically reserves the right to make such modifications or substitutions in the construction of the Residence,
212 including modifications in sizes, location and finishes, that deviate from the models and floor plans. Any significant modification shall be mutually
213 agreed upon by both BUILDER and PURCHASER. However, BUILDER reserves the exclusive right to reverse the plan's orientation on the lot as well as
214 to choose substitute selections pursuant to Paragraph 22 below. BUILDER also specifically reserves the right to make such modifications and/or
215 substitutions in the construction of the Residence: (i) as may be required, authorized or approved by governmental agencies having jurisdiction thereover;
216 (ii) as BUILDER deems appropriate as long as materials of equal or better quality are used; or (iii) as may be otherwise reasonably required. Should
217 construction of the house plan herein be started and selections made, PURCHASER agrees to accept said house plan and its location on the Property, the
218 elevation and finish of the Residence and all selections chosen by BUILDER or others. If for any reason, the Residence is not completed as approved on
219 the final inspection from V.A., F.H.A., Lender and/or applicable Code Enforcement Department within eighteen (18) months from the Effective Contract
220 Date, then this Contract may be terminated at the option of BUILDER or PURCHASER and the Earnest Money shall be returned to PURCHASER in
221 accordance with Paragraph 6 above.

222 **18. PRORATIONS AND TAXES:** All taxes and applicable assessments shall be prorated as of closing. All prorations shall be based upon the last
223 known assessment, and if no lot assessment is available, then there shall be no prorations. BUILDER shall not be responsible for any supplemental taxes
224 which may be assessed after closing or any other tax liabilities arising after closing.

225 **19. PURCHASER'S COSTS:** PURCHASER is to pay for the preparation of the note or notes; trust deed or deeds; purchase money trust deed, if any;
226 notary fee on trust deed or deeds; recording of the deed of conveyance; recording of the purchase money trust deed, if one is used; state transfer taxes and
227 Register's fees on all deeds; expenses of title examination and title insurance; PURCHASER'S attorney's fees; and all other legally chargeable loan expenses
228 incident thereto.

229 **20. BUILDER'S COSTS:** BUILDER is to pay for the preparation of the warranty deed or deed of conveyance, the notary fee on the deed, the title
230 search or abstract, and BUILDER'S attorney's fees.

231 **21. UPGRADES, ALLOWANCES, OPTIONS, CHANGES AND ADDITIONS:** Upgrades, allowances, options, changes and/or
232 additions must be agreed upon in writing by both PURCHASER and BUILDER to become valid. No options, changes or additions to plans and/or
233 specifications must be made unless included in the appropriate Addendum and attached to this Contract. Upgrades, allowances, options, changes and/or
234 additions shall be considered separate agreements between the PURCHASER and BUILDER to be decided on a case by case basis. Any upgrades,
235 allowances, options, changes and/or additions to plans and/or specifications proposed after the Final Contract Date shall in no way affect the parties' duties
236 to perform under this Contract as agreed upon. PURCHASER understands that changes, if any, are to be requested in writing on a form prescribed by
237 BUILDER together with the non-refundable change order review fee of One-hundred DOLLARS (\$100.00) for each requested change order. BUILDER will
238 review the requested change and submit a proposed estimate of cost. The parties understand that no change must be made by BUILDER until: (i) it is agreed
239 to by all parties (except as provided in Paragraph 17), (ii) the non-refundable change order review fee is paid by PURCHASER, and (iii) the proposed cost of
240 the change order is paid. PURCHASER must pay any and all costs associated with any allowance, option, change or addition request in the form of a
241 cashier's check made payable to Southern Serenity Homes, LLC and such cashier's check must clear prior to the commencement of any work associated with
242 the said allowance, option, change or addition. If PURCHASER instructs a subcontractor or laborer as to specific construction without BUILDER approval,
243 PURCHASER agrees to become personally responsible for the cost of the work, and further agrees that BUILDER has no obligation whatever as to the
244 workmanship of the specific construction, and that BUILDER shall not warrant the same. Should PURCHASER fail to close the sale for any reason,
245 BUILDER shall retain all funds paid for said allowances, options, changes and/or additions without reimbursement to PURCHASER. PURCHASER HAS
246 BEEN ADVISED THAT THIS MAY RESULT IN FINANCIAL LOSS TO PURCHASER. Allowances and Options, if any, are set forth on the Addendum
247 attached hereto and made a part hereof. PURCHASER understands that if PURCHASER fails to close, for any reason, there will be no refund for any
248 Allowances and Options expenses.

249 **22. SELECTIONS:** PURCHASER may select exterior brick color, shingle color, paint color, carpet color, vinyl color, countertop color, tile color,
250 cultured marble color, cabinet color and/or materials which have not been previously ordered or installed by BUILDER. Selections are to be made from
251 BUILDER'S selections and with BUILDER'S suppliers. All selections must be submitted to BUILDER within fourteen (14) days of the Final Contract Date to
252 be considered. All selections and upgrades are subject to BUILDER approval and availability. If PURCHASER desires to make such choices which are not
253 available from BUILDER'S selections, PURCHASER may submit a change order request pursuant to Paragraph 21 above. PURCHASER understands and
254 agrees that BUILDER shall have the right to choose substitute selections for PURCHASER if PURCHASER'S selections are not made and delivered to
255 BUILDER within fourteen (14) days of the Effective Contract Date.

256 **23. ASSIGNMENT:** This Contract may be assigned by BUILDER with the approval of PURCHASER, but may not be assigned by PURCHASER
257 without the prior written consent of BUILDER.

258 **24. LENDER FEES:** BUILDER HAS NO CONTRACT OR AGREEMENT WITH THE LENDING INSTITUTION PROVIDING LOAN TO PURCHASER
259 AND WILL PAY NO FEES TO LENDER EXCEPT THOSE ALREADY SPECIFICALLY MENTIONED IN THIS CONTRACT OR UNLESS OTHERWISE
260 AGREED UPON IN WRITING BETWEEN LENDER AND BUILDER.

261 **25. TERMITE PROVISION:** BUILDER agrees to furnish, at closing, a soil treatment certificate from a licensed and bonded termite control operator.

262 **26. RISK OF LOSS:** It is understood and agreed between BUILDER and PURCHASER that the risk of loss, by fire or otherwise, of the improvements
263 located on Property shall remain with BUILDER and shall only pass to PURCHASER at the closing of this transaction; and further, that in the event of
264 destruction by fire or otherwise, BUILDER'S liability shall in no event be more than the appraised value of the improvements so destroyed as determined by
265 BUILDER'S Builder's Risk Insurance Carrier.

266 **27. COSTS AND ATTORNEY FEES:** Should a party to this Contract bring an action against any other party to this Contract for the sole purpose
267 of enforcing the provisions concerning the requirements to close this transaction in a timely fashion, then the prevailing party or parties shall be entitled to
268 recover all costs of said action and reasonable attorney fees. For the purpose of this provision, party is defined as and includes PURCHASER, BUILDER, the
269 below indicated Real Estate Brokers and the participating Agents. The term prevailing party as used in this Paragraph shall be defined as the party or parties
270 in whose favor a court shall rule or against whom no relief is granted.

271 **28. GRADE OF LAND:** PURCHASER agrees that BUILDER has made no representations regarding the final grade of the lot following the
272 completion of construction of the Residence, and PURCHASER recognizes that the final grade and configuration of the Residence on the lot shall be dictated
273 by BUILDER'S construction practices and may vary substantially from that of any model home or lot viewed by PURCHASER. BUILDER shall grade the lot
274 to satisfy applicable governmental Code Enforcement Departments. Any alteration to the swales or grade by PURCHASER during the Warranty period
275 shall void limited Warranty coverage, if any, of the grade, landscaping, sod and foundation.

276 **29. GOVERNING LAW:** Tennessee law governs this Contract. The parties agree to submit themselves to the jurisdiction of the Courts of the State of
277 Tennessee and agree that Shelby County shall be proper venue.

278 **30. FACSIMILE AND EMAIL SIGNATURES:** Facsimile and email signatures shall be deemed valid on all documents related to this Contract.

279 **31. ACCEPTANCE:** If BUILDER accepts this proposal in writing, this instrument shall become an "Effective" Contract between PURCHASER and
280 BUILDER. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together
281 shall be deemed a full and complete Effective Contract between the parties. The final Contract containing all signatures and initials may be executed
282 partially by original signature and partially on facsimile, other photocopy documents, or by digital signature as defined by the applicable State or Federal
283 Law. The "Effective Contract Date" shall be the date that each party has executed a copy of this instrument whereupon it becomes a full and complete
284 Effective Contract. The parties hereby agree to be bound by such as the Effective Contract Date. Once this Contract becomes an Effective Contract, no
285 rewriting or modification of the terms or provisions contained herein may be made by PURCHASER without BUILDER'S prior written approval.

286 **32. A. SURFACE WATER:** The amount of surface water traversing a lot is subject to the intensity and duration of rainfall, and other factors beyond
287 the control of BUILDER, and will vary according to terrain and location. BUILDER makes no representation or warranty concerning the amount of surface
288 water that will traverse the lot during periods of peak water inundation, and BUILDER shall not be responsible or liable for any claims of any kind or
289 character resulting from said inundation, except to meet the requirements of V.A., F.H.A., Lender and/or the applicable Code Enforcement Department,
290 and/or as set forth in the written Warranty provided to PURCHASER at closing.

291 **B. SUBSURFACE CONDITIONS:** The subsurface conditions present on the Property may vary in accordance with underground conditions,
292 including without limitation, the prior uses of the Property, the surface and subsurface soil types, the subsurface movement of water and the other
293 geological conditions present. BUILDER makes no representation or warranty concerning these conditions and the results of such conditions, and
294 expressly disclaims any responsibility or liability for such subsurface conditions of the Property.

295 **C. FILL AND SOIL CONDITIONS:** PURCHASER understands that the Property may have had soil or fill brought onto the Property for
296 spread upon the Property. BUILDER makes no representation or warranties upon the condition, existence or amount of this fill, and expressly
297 disclaims any responsibility or liabilities for the same.

298 **33. MOLD NOTICE, DISCLOSURE AND DISCLAIMER:** PURCHASER hereby accepts and acknowledges the Environmental Conditions
299 Release Agreement which is attached hereto and made a part hereof by this reference. In addition, the following mold notice, disclosure and disclaimer
300 agreement is hereby made a part of this Contract of sale and shall survive closing:

301 Mold growth requires moisture. Moisture is the only mold growth factor that can be controlled in a residential setting. By minimizing moisture, a
302 homeowner can reduce or eliminate mold growth. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse
303 health effects in susceptible persons. The homeowner can take positive steps to reduce or eliminate the occurrence of mold growth in the home,
304 thereby minimizing any possible adverse effects that may be caused by mold. Whether or not you as a homeowner experience mold growth depends
305 largely on how you manage and maintain your home. Our responsibility as a homebuilder must be limited to things that we can control. As explained
306 in our written Warranty, provided by separate instrument, we will repair or replace defects in our construction (defects defined as a failure to comply
307 with reasonable standards of residential construction) for a period of one year. We, the BUILDER, will not be responsible for any damages caused by
308 mold, or by some other agent, that may be associated with defects in our construction, to include but not be limited to property damage, personal
309 injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects. Any implied warranties,
310 including an implied warranty of workmanlike construction, an implied warranty of habitability, or an implied warranty of fitness for a particular use,
311 are hereby waived and disclaimed.

312 **34. A. ENTIRE AGREEMENT:** PURCHASER REPRESENTS THAT PURCHASER HAS READ THIS AGREEMENT AND THAT SAME
313 CONSTITUTES THE SOLE AND ENTIRE AGREEMENT BETWEEN BUILDER AND PURCHASER AND THAT NO OTHER AGREEMENTS, PROMISES,
314 REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN, HAVE BEEN RELIED UPON BY
315 PURCHASER OR HAVE BEEN MADE BY BUILDER OR ITS SALESPERSONS, AGENTS OR EMPLOYEES TO PURCHASER AND THAT NO
316 MODIFICATION OF THIS AGREEMENT SHALL BE CLAIMED BY PURCHASER SUBSEQUENT TO EXECUTION HEREOF UNLESS FIRST REDUCED
317 TO WRITING AND EXECUTED BY THE PARTIES HERETO. A RETURN OF PURCHASER'S DEPOSITS BY BUILDER AT ANY TIME BEFORE
318 ACCEPTANCE OF THIS AGREEMENT BY BUILDER SHALL CONSTITUTE A REJECTION OF PURCHASER'S OFFER BY BUILDER, WHEREUPON THIS
319 AGREEMENT SHALL BECOME NULL AND VOID. PURCHASER UNDERSTANDS AND AGREES THAT THE SALES REPRESENTATIVE WITH WHOM
320 PURCHASER HAS DEALT IN CONNECTION WITH THIS PURCHASE HAS NO AUTHORITY TO AGREE TO CHANGES OR MODIFICATIONS IN THE
321 PLANS OR SPECIFICATIONS OR TO MAKE REPRESENTATIONS OR AGREEMENTS WITH PURCHASER NOT EXPRESSLY CONTAINED HEREIN OR
322 IN WRITING SIGNED BY BUILDER IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. THE TERMS AND CONDITIONS SET FORTH ON
323 THE CONTRACT DOCUMENTS AND ALL ADDENDA HERETO ARE EXPRESSLY INCORPORATED INTO THIS AGREEMENT AND ARE A
324 MATERIAL AND INTEGRAL PART HEREOF.

325 **B. SURVIVAL CLAUSE:** Any provision herein contained, including any provision contained in an Addendum that is attached hereto and made a
326 part of this Contract, which by its nature and effect, is required to be performed after closing shall survive the closing and delivery of the deed and shall
327 remain binding upon the parties to this Contract and shall be fully enforceable thereafter.

328 **C. BINDING EFFECT:** This Contract shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives
329 and permitted assigns. Any assignee shall fulfill all the terms and conditions of this Contract.

330 **D. TIME OF ESSENCE:** Time is of the essence of this Contract.

331 **E. TERMINOLOGY:** Titles of Paragraphs within this Contract are used for convenience only and are not a part of the text. As the context may require
332 in this Contract: (i) the singular shall mean the plural and vice versa, and (ii) all pronouns shall mean and include the person, entity, firm, or corporation to
333 which they relate, and (iii) the term day(s) used throughout this Contract shall be deemed to be calendar day(s). In the event a performance deadline, other
334 than the day of possession occurs on a Saturday, Sunday or legal holiday, the performance deadline shall be extended to the next following business day. In
335 calculating any time period under this Contract, the commencement day shall be the day following the initial date (e.g. the Effective Contract Date).

336 **F. NOTICES:** Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing and delivered either:
337 (i) in person; (ii) by a prepaid overnight delivery service; (iii) by facsimile transmission (FAX); (iv) by the United States Postal Service, postage prepaid,
338 registered or certified return receipt requested; or (v) by Email. Notice shall be deemed to have been given as of the date and time it is actually received.

339 **G. EQUAL HOUSING:** The Property is being sold without regard to race, color, sex, religion, handicap, familial status, or national origin.
 340 **35. DISCLAIMER:** It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting BUILDER or PURCHASER
 341 are not parties to this Agreement and do not have or assume liability for the performance or nonperformance of BUILDER or PURCHASER. PURCHASER
 342 and BUILDER agree that Brokers shall not be responsible for any of the following, including but not limited to: (i) those matters which could have been
 343 revealed through a survey, flood certification, title search or inspection of the Property; (ii) for the condition of the Property, any portion thereof, or any item
 344 therein; (iii) for the necessity or cost of any repairs to the Property; (iv) for hazardous or toxic materials; (v) for the tax or legal consequences of this
 345 transaction; (vi) for the availability, capability, and/or cost of utilities, sewer, septic, or community amenities; (vii) for applicable boundaries of school
 346 districts or other school information; (viii) for appraised or future value of the Property; (ix) for any condition(s) existing off the Property which may affect
 347 the Property; (x) for the terms, conditions and availability of financing; and (xi) for the uses and zoning of the Property whether permitted or proposed.
 348 PURCHASER and BUILDER acknowledge that Brokers are not experts with respect to the above matters and that, if any of these matters or any other
 349 matters are of concern to them, they shall seek independent expert advice relative thereto.
 350 **36. SEVERABILITY:** The invalidity, illegality, or unenforceability of any provision of this Contract shall not render the other provisions invalid,
 351 illegal, or unenforceable.
 352 **37. A. V.A. AMENDATORY CLAUSE:** (Valid only when PURCHASER is acquiring a V.A. loan)
 353 It is expressly agreed that, notwithstanding any other provisions of this Contract, PURCHASER shall not incur any penalty by forfeiture of Earnest
 354 Money or otherwise be obligated to complete the purchase of the Property described herein if the contract price or cost exceeds the reasonable value of
 355 the Property established by the Veterans Administration. PURCHASER shall, however, have the privilege and option of proceeding with the
 356 consummation of this Contract without regard to the amount of reasonable value established by the V.A.
 357 **B. F.H.A. AMENDATORY CLAUSE:** (Valid only when PURCHASER is acquiring a F.H.A. loan)
 358 It is expressly agreed that, notwithstanding any other provisions of this Contract, PURCHASER shall not be obligated to complete the purchase of the
 359 Property described herein or to incur any penalty by forfeiture of Earnest Money deposits or otherwise, unless PURCHASER has been given in
 360 accordance with H.U.D./F.H.A. requirements a written statement by the Federal Housing Commissioner or a Direct Endorsement lender setting forth the
 361 appraised value of the Property (excluding closing costs) of not less than \$ _____, which statement Lender hereby agrees to deliver
 362 to PURCHASER promptly after such appraised value statement is made available to Lender. PURCHASER shall, however, have the privilege and option
 363 of proceeding with the consummation of this Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to
 364 determine the maximum mortgage the Department of Housing and Urban Development will insure. H.U.D. does not warrant the value or the condition
 365 of the Property. PURCHASER should satisfy himself/ herself that the price and condition are acceptable.
 366
 367 **REAL ESTATE CERTIFICATION:** I/We hereby certify all terms stated on this New Home Sales Contract are true to the best of my knowledge.
 368 Executed in multiple originals effective the as of the Final contract date as referenced above on the top right corner of page one of the Southern Serenity
 369 New Home Sales Contract. (To be filled in by Broker upon final acceptance by all parties.)
 370

371	_____	_____
372	PURCHASER	PURCHASER
373		
374	DATE: _____	DATE: _____
375		
376	Southern Serenity Homes, LLC	
377		
378		
379	BY: _____	
380		
381	TITLE: _____	
382		
383	DATE _____	
384		
385		
386		
387	_____	_____
388	LISTING COMPANY	SELLING COMPANY
389		
390	_____	_____
391	INDEPENDENT LICENSEE	INDEPENDENT LICENSEE

AMENDMENT TO AGREEMENT AMENDMENT “ ____ ”

1 Buyer: _____
2 Seller: _____
3 Property: _____

4 In consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of
5 which is hereby acknowledged, the parties agree to amend that certain Purchase and Sale Agreement with a Binding
6 Agreement Date of _____ and any incorporated addendums, exhibits or prior amendments (collectively
7 referred to herein as “Agreement”) for the purchase and sale of real property specified above as follows:

8 _____
9 _____
10 _____
11 _____
12 _____
13 _____
14 _____
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____

25 This Amendment shall become binding when signed by all parties and shall be incorporated into the Agreement and all other
26 terms and conditions of the Purchase and Sale Agreement shall remain in full force and effect.

The party(ies) below have signed and acknowledge receipt of a copy.

_____	_____
BUYER	BUYER
_____ at ____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at ____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
Date	Date

The party(ies) below have signed and acknowledge receipt of a copy.

_____	_____
SELLER	SELLER
_____ at ____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at ____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
Date	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 contents 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.



TENNESSEE RESIDENTIAL PROPERTY CONDITION EXEMPTION NOTIFICATION

1 Property Address: _____
2 Buyer: _____
3 Seller: _____

4 The Tennessee Residential Property Disclosure Act requires sellers of residential real property with one to four dwelling
5 units to furnish to a buyer one of the following: (1) a residential property disclosure statement (the “Disclosure”), or (2) a
6 residential property disclaimer statement (permitted only where the buyer waives the required Disclosure). Some property
7 transfers may be exempt from this requirement (see Tenn. Code Ann. § 66-5-209). The following is a summary of the
8 buyers’ and sellers’ rights and obligations under the Act. A complete copy of the Act may be found at:
9 http://www.state.tn.us/commerce/boards/trec/rulesandlaws.html/t66/t_66_ch_5.htm

- 10 1. Sellers must disclose all known material defects, and must answer the questions on the Disclosure form in good faith to
11 the best of the seller’s knowledge as of the Disclosure date.
- 12 2. Sellers must give the buyers the Disclosure form before the acceptance of a purchase contract.
- 13 3. Sellers must inform the buyers, at or before closing, of any inaccuracies or material changes in the condition that have
14 occurred since the time of the initial Disclosure, or certify that there are no changes.
- 15 4. Sellers may give the buyers a report or opinion prepared by a professional inspector or other expert(s), or certain
16 information provided by a public agency, in lieu of responding to some or all of the questions on the form (See Tenn.
17 Code Ann. § 66-5-204).
- 18 5. Sellers are not required to have a home inspection or other investigation in order to complete the Disclosure form.
- 19 6. Sellers are not required to repair any items listed on the disclosure form, or on any inspection report, unless agreed to in
20 the purchase contract.
- 21 7. Sellers involved in the first sale of a dwelling must disclose the amount of any impact fees or adequate facility taxes
22 paid.
- 23 8. Sellers are not required to disclose if any occupant was HIV–positive, or had any other disease not likely to be
24 transmitted by occupying a home, or whether the home had been the site of a homicide, suicide or felony, or act or
25 occurrence which had no effect on the physical structure of the property.
- 26 9. Sellers may provide an “as is”, “no representations or warranties” disclaimer statement in lieu of the Disclosure form
27 only if the buyer waives the right to the required disclosure, otherwise the sellers must provide the completed Disclosure
28 form (see Tenn. Code Ann. § 66-5-202).
- 29 10. Sellers may be exempt from having to complete the Disclosure form in certain limited circumstances (e.g. public
30 auctions, court orders, some foreclosures and bankruptcies, new construction with written warranty, or owner has not
31 resided on the property at any time within the prior 3 years. See Tenn. Code Ann. § 66-5-209).
- 32 11. Buyers are advised to include home and wood infestation, well, water sources, septic system, lead-based paint, radon,
33 mold, and other appropriate inspection contingencies in the contract, as the Disclosure form is not a warranty of any kind
34 by the seller, and is not a substitute for any warranties or inspections the buyer may desire to purchase.
- 35 12. Any repair of disclosed defects must be negotiated and addressed in the Purchase and Sale Agreement; otherwise, Seller
36 is not required to repair any such items.
- 37 13. Buyers may, but do not have to, waive their right to receive the Disclosure form from the sellers if the sellers provide a
38 disclaimer statement with no representations or warranties (see Tenn. Code Ann. § 66-5-202).
- 39 14. Remedies for misrepresentations or nondisclosure in a Property Condition Disclosure statement may be available to
40 Buyer and are set out fully in Tenn. Code Ann. § 66-5-208. Buyer should consult with an attorney regarding any such
41 matters.



- 42 15. Representations in the Disclosure form are those of the sellers only, and not of any real estate licensee, although
43 licensees are required to disclose to all parties adverse facts of which the licensee has actual knowledge or notice.
- 44 16. Pursuant to Tenn. Code Ann. § 47-18-104(b), sellers of newly constructed residences on a septic system are prohibited
45 from knowingly advertising or marketing a home as having more bedrooms than are permitted by the subsurface sewage
46 disposal system permit.
- 47 17. Sellers must disclose the presence of any known exterior injection well and the results of any known percolation tests or
48 soil absorption rate performed on the property that is determined or accepted by the Department of Environment and
49 Conservation.

50 The Buyers and Sellers involved in the current or prospective real estate transaction for the property listed above
51 acknowledge that they were informed of their rights and obligations regarding Residential Property Disclosures, and that this
52 information was provided by the real estate licensee(s) prior to the completion or reviewing of a Tennessee Residential
53 Property Condition Disclosure, a Tennessee Residential Property Condition Disclaimer Statement, or a Tennessee Residential
54 Property Condition Exemption Notification. Buyers and Sellers also acknowledge that they were advised to seek the advice
55 of an attorney on any legal questions they may have regarding this information, or prior to taking any legal actions.

56 The Tennessee Residential Property Disclosure Act states that anyone transferring title to residential real property must
57 provide information about the condition of the property. This completed form constitutes that disclosure by the Seller. The
58 information contained in the disclosure is the representation of the owner and not the representation of the real estate licensee
59 or sales person, if any. This is not a warranty or a substitute for any professional inspections or warranties that the purchasers
60 may wish to obtain.

61 **Buyers and Sellers should be aware that any sales agreement executed between the parties will supersede this form as**
62 **to the terms of sale, property included in the sale and any obligations on the part of the seller to repair items identified**
63 **below and/or the obligation of the buyer to accept such items “as is.”**

64 The undersigned Seller of the property described as _____
65 does hereby notify Buyer that said property is being offered without a Residential Property Condition Disclosure Statement
66 as provided by the Tennessee Residential Property Disclosure Act. This transfer is excluded under Tenn. Code Ann. § 66-5-
67 209 for the following reason(s):

- 68 This is a transfer pursuant to court order including, but not limited to, transfers ordered by a court in the
69 administration of an estate, transfers pursuant to a writ of execution, transfers by foreclosure sale, transfers by a
70 trustee in a bankruptcy, transfers by eminent domain and transfers resulting from a decree of specific performance.
- 71 This is a transfer to a beneficiary of a deed of trust by a trustor or successor in interest who is in default; transfers by
72 a trustee under a deed of trust pursuant to a foreclosure sale, or transfers by a beneficiary under a deed of trust who
73 has acquired the real property at a sale conducted pursuant to a foreclosure sale under a deed of trust or has acquired
74 the real property by a deed in lieu of foreclosure.
- 75 This is a transfer by a fiduciary in the course of the administration of a decedent’s estate, guardianship,
76 conservatorship or trust.
- 77 This is a transfer from one (1) or more co-owners solely to one (1) or more co-owners. This provision is intended to
78 apply and only does apply in situations where ownership is by a tenancy by the entirety, a joint tenancy or a tenancy
79 in common and the transfer will be made from one (1) or more of the owners to another owner or co-owners holding
80 property either as a joint tenancy, tenancy in common or tenancy by the entirety.
- 81 This is a transfer made by virtue of the record owner’s failure to pay federal, state or local taxes.
- 82 This is a transfer between spouses resulting from a decree of divorce or a property settlement stipulation.
- 83 This is a transfer made solely to any combination of a spouse or a person or persons in the lineal line of
84 consanguinity of one (1) or more of the transferors.
- 85 This is a transfer to or from any governmental entity of public or quasi-public housing authority or agency.
- 86 This is a transfer involving the first sale of a dwelling provided that the builder offers a written warranty.
- 87 This is a transfer of any property sold at public auction.
- 88 This is a transfer of any property where the owner has not resided on the property at any time within three (3) years
89 prior to the date of transfer.
- 90 This is a transfer from a debtor in a chapter 7 or a chapter 13 bankruptcy to a creditor or third party by a deed in lieu
91 of foreclosure or by a quitclaim deed.



The party(ies) below have signed and acknowledge receipt of a copy.

SELLER

SELLER

_____ at ____ o'clock am/ pm
Date

_____ at ____ o'clock am/ pm
Date

- 92 Buyer is advised that no representation or warranties, express or implied, as to the condition of the property and its
93 improvements, are being offered by Seller or Seller's Agent except in the case where transfer involves the first sale of a
94 dwelling in which builder offers a written warranty. Furthermore, the Buyer should make or have made on the Buyer's
95 behalf a thorough and diligent inspection of the property.

The party(ies) below have signed and acknowledge receipt of a copy.

BUYER

BUYER

_____ at ____ o'clock am/ pm
Date

_____ at ____ o'clock am/ pm
Date

- 96 If the property being purchased is a condominium, the transferee/buyer is hereby given notice that the transferee/buyer is
97 entitled, upon request, to receive certain information regarding the administration of the condominium from the developer or
98 the condominium association, as applicable, pursuant to Tennessee Code Annotated. § 66-27-502.

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IMPACT FEES OR ADEQUATE FACILITIES TAXES DISCLOSURE

1 Pursuant to Tenn. Code Ann. § 66-5-211, in transfers involving the first sale of a dwelling, the owner of residential property
2 shall furnish to the purchaser a statement disclosing the amount of any impact fees or adequate facilities taxes paid to any city
3 or county on any parcel of land subject to transfer by sale, exchange, installment land sales contract, or lease with an option
4 to buy.

5 For the purpose of this section, unless the context otherwise requires:

- 6 (1) "Adequate facilities tax" means any privilege tax that is a development tax, by whatever name, imposed by a county
7 or city, pursuant to any act of general or local application, on engaging in the act of development;
- 8 (2) "Development" means the construction, building, reconstruction, erection, extension, betterment, or improvement of
9 land providing a building or structure, or the addition to any building or structure or any part of any building or
10 structure, that provides, adds to, or increases the floor area of a residential or nonresidential use; and
- 11 (3) "Impact fee" means a monetary charge imposed by a county or municipal governmental pursuant to any act of
12 general or local application, to regulate new development on real property. The amount of impact fees are related to
13 the costs resulting from the new development and the revenues for this fee are earmarked for investment in the area
14 of the new development.

15 For real property located at:
16 _____

17 Owner has paid \$ _____ in adequate facilities tax and/or impact fees on property.

The party(ies) below have signed and acknowledge receipt of a copy.

OWNER

_____ at ____ o'clock am/ pm
Date

OWNER

_____ at ____ o'clock am/ pm
Date

The party(ies) below have signed and acknowledge receipt of a copy.

RECIPIENT

_____ at ____ o'clock am/ pm
Date

RECIPIENT

_____ at ____ o'clock am/ pm
Date

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CRYE-LEIKE REALTORS®

Notice of Consent Regarding Real Estate Licensee Relationships

Subject Property Address _____
Street City State Zip

Listing Licensee _____

Selling Licensee _____

- Representative for Seller
 Designated Representative for Seller
(Crye-Leike licensee)

- Representative for Buyer
 Designated Representative for Buyer
(Crye-Leike licensee)

In the rare instance where a Crye-Leike licensee has a personal interest involving all parties, the licensee will function as an agent for both the buyer and the seller. Licensee should check both boxes accordingly.

Licensees acting as a Facilitator should use the form below

Information concerning the duties of licensees is set forth in a separate form known as Disclosure of Relationships.

I/We acknowledge receipt of a copy of this confirmation.

Seller _____ Date _____ Time _____ Purchaser _____ Date _____ Time _____

Seller _____ Date _____ Time _____ Purchaser _____ Date _____ Time _____

Listing Broker _____ Cooperating Broker _____
(Please Print Company Name) (Please Print Company Name)

Listing Licensee _____ Cooperating Licensee _____
Signature Signature

This form was delivered in writing as prescribed by law, to any unrepresented buyer **prior to the preparation an any offer to purchase**, OR to any unrepresented seller **prior to presentation of an offer to purchase**. This document also serves as confirmation that the licensee's Agency or Transaction Broker status was communicated orally before any real estate services were provided and also serves as a statement acknowledging that the buyer or seller, as applicable, was informed that any complaints alleging a violation or violations of T.C.A. 62-13-312 must be filed within the applicable statute of limitations for such violations set out in T.C.A. 62-13-313 c with the Tennessee Real Estate Commission, 500 James Robertson Parkway, Suite 180, Nashville, TN 37243, PH (615) 741-2273. **This notice by itself, however, does not constitute an agency agreement or establish an agency relationship.**

Notice of Consent for Facilitator Status

Tennessee law requires that the buyer and seller be notified immediately if the licensee's representation changes. This notice of such change should be signed when a licensee sells a property he/she has listed prior to the signing of the purchase agreement.

I/We acknowledge that _____ an independent licensee has my/our permission to function as a Facilitator* in the sale of real property known as

* A Facilitator may advise the parties but will not be a representative or an advocate for either party in the transaction.

Purchaser _____ Date _____ Time _____ Seller _____ Date _____ Time _____

Purchaser _____ Date _____ Time _____ Seller _____ Date _____ Time _____

CRYE-LEIKE

COOPERATIVE AGREEMENT

_____, 20_____

_____, _____
City State

1. _____, Listing Licensee, and
Licensee Name Company Name

_____, Selling Licensee, hereby
Licensee Name Company Name

Agree that the Selling Broker shall receive _____% of the gross sales price as compensation for professional services rendered and to be rendered in connection with the sale of the real property at the following address: _____

_____ pursuant to the Real Estate Contract executed _____, 20_____ submitted by _____ as Buyer(s). Such compensation shall be paid to Selling Broker by Listing Licensee at the time of closing of the transaction described in such Real Estate Purchase Contract.

2. Listing Broker shall furnish a copy of this Cooperative Agreement to the Lender/Closing Attorney prior to the closing of the transaction and hereby authorized the Lender/Closing Attorney to make payment of such compensation to the Selling Broker.

3. This agreement shall be binding upon and shall inure to the benefit of all parties hereto, their respective heirs, personal representatives, successors and assigns.

Listing Licensee

Selling Licensee

CRYE-LEIKE, REALTORS® DISCLAIMER NOTICE

(a copy of this Notice, with receipt acknowledged by buyers and sellers must be attached to any contract involving CRYE-LEIKE, its licensees, and any cooperating Broker.)

The Brokers and their affiliated licensees (hereinafter collectively "Licensees") involved in the Purchase and Sale Agreement (hereinafter "Agreement") regarding real estate located at _____ (hereinafter "Property") are not attorneys and are not structural or environmental engineers. They are engaged in bringing together buyers and sellers in real estate transactions. Licensees expressly deny any expertise with respect to advice or informed opinions regarding any of the following matters. This Notice is an express warning to all sellers and buyers that they should not rely on any statement, comment or opinion expressed by any Licensee when making decisions about any of the following matters, including the selection of any professional to provide services on behalf of buyers or sellers. Any professional selected by buyers or sellers should be an "independent qualified professional", who complies with all applicable state/local requirements, which may include, licensing, insurance, and bonding requirements. It is strongly recommended that buyers include contingency clauses in their offers to purchase with respect to these or any other matters of concern and that buyers, in writing the offer, allow enough time to get an evaluation of the following matters from an independent qualified professional. The matters listed below are not an exclusive list of actions or circumstances which are not the responsibility of the Licensees with whom you work. These items are examples and are provided only for your guidance and information.

SQUARE FOOTAGE. There are many ways to measure square footage. Most sources of square footage information, including real estate licensees, provide estimates, which are not guaranteed. If knowing square footage is important to you, then have a home inspector, appraiser or other independent qualified professional determine the correct square footage.

SURVEY, BOUNDARY LINES, ENCROACHMENTS, AND ACREAGE. Reliance on previous surveys, MLS data, mortgage loan inspection surveys, or plat data that may be acceptable to your mortgage company is not encouraged. Consult with a licensed surveyor for a property assessment like a full stake boundary line survey with all easements, flood plain areas etc. clearly identified.

THE STRUCTURAL, ENVIRONMENTAL OR OTHER CONDITIONS OF THE PROPERTY. Consult with professional engineers, industrial hygienists, or other independent qualified professionals to ascertain the existence of structural issues, the condition of synthetic stucco (E.I.F.S.), or the presence of wood destroying organisms, other pests or infestations, radon, mold, asbestos, lead paint, noise levels, gas, byproducts of methamphetamine production, landfills, high voltage electricity, or any other potential hazardous property conditions.

THE CONDITION OF ROOFING. Consult with a licensed and bonded roofing company for any concerns about the condition of the roof.

HOME INSPECTION. We strongly recommend that you have a home inspection, which is a useful tool for determining the overall condition of a home including, but not limited to, electrical, heating, air conditioning, plumbing, water heating systems, fireplaces, windows, doors, and appliances. Contact several sources (like the American Society of Home Inspectors, National Association of Home Inspectors, and National Association of Certified Home Inspectors) and independently investigate the competency of an inspector, including whether he/she has complied with State and/or local licensing and registration requirements, if any, in your area. The home inspector may, in turn, recommend further examination by a specialist (heating-air-plumbing, etc.).

Failure to inspect typically means that you are accepting the property "as-is".

UTILITY CONNECTIONS AND/OR SEPTIC CAPABILITY. Licensees have not made any independent investigation or determination as to the location, existence or identification of the property's connection to a public sewer line or private septic system. The following is strongly recommended: (i) a current Certification Letter for water supply and/or septic system, whether required by the lender or not, (ii) questions concerning utility connections be verified with the utility company involved, and (iii) issues involving septic capability be addressed by a soil scientist or the county department that governs the approval of septic systems to insure that the septic system can accommodate the size of the home and is in good working order.

FLOODING, DRAINAGE, AND REQUIREMENTS AS TO FLOOD INSURANCE. As neighborhoods are developed, the risk of flooding may increase and drainage or storm run-off pathways may change. Have a civil engineer, landscape architect, or other independent qualified professional determine these risks for you. Be sure to check with the requisite governmental authorities regarding flood insurance requirements if you are not obtaining a flood certification in conjunction with a loan.

COVENANTS, RESTRICTIONS OR ZONING/CITY ORDINANCES. These items need to be verified by the appropriate source in writing. Licensees may give directions with respect to where this can be found out, but cannot know about the latest changes that may affect the uses to which you can put your property. If your projected use requires a zoning or other change, then wait until the change has been approved and is in effect before committing to a property. Certain cities require "the current" owner to replace damaged sidewalks and inlets. Have sidewalks and inlets inspected and address any repair concerns in the Agreement.

THE VALUE, INVESTMENT POTENTIAL OR RESALE VALUE OF PROPERTY. Unexpected and unforeseeable things happen that can effect the value of property. An estimate of value (good for one day) can be obtained through the services of a licensed appraiser. Not even a professional appraiser claims to know the future value of a property. Note: a Comparative Market Analysis (CMA), Broker's Price Opinion (BPO) etc. often used to set an asking price, is not an appraisal.

SCHOOL DISTRICT BOUNDARIES/ZONING OR OTHER INFORMATION. Contact the city and/or county school districts to ascertain boundary/zoning restrictions and other information regarding schools in or around the Property.

SEX OFFENDERS, FELONS AND OTHER CRIME CONSIDERATIONS. Contact local law enforcement or other community crime prevention resources to inquire about crime rates/statistics, registration of sex offenders in the area, if any, criminal activity at or near the property, and any other crime or safety related data of importance to you.

If any of the above matters are of concern to you or if you have tax or legal questions regarding any offers, contracts, title or ownership issues, or any other matters of concern, including those itemized in this Disclaimer Notice, then Licensees strongly advise you to seek the counsel and advice of independent qualified professionals in these fields, i.e. engineers, tax specialists, attorneys etc. The Licensees are not "independent qualified professionals" in any of these matters and do not assume any liability for any of these matters or for the actions or inaction of any professional that you utilize with respect to these matters.

By signing below, the buyers and sellers of the Property acknowledge that they have not relied upon the advice, casual comments, verbal representations, or recommendations (other than those recommendations expressly set forth herein) of any Licensees relative to any of these matters. Further, buyers and sellers understand that the only recommendation of the Licensees involved in this transaction with respect to any and all of these matters is that they secure the services of a licensed, bonded, and insured independent qualified professional for answers to their questions and advice about their concerns.

By signing below, the undersigned acknowledge that they have read, understood, and received a copy of this Notice.

Buyer _____ Date _____ Seller _____ Date _____

Buyer _____ Date _____ Seller _____ Date _____

Selling Agent/Company _____ (print name) Listing Agent/Company _____ (print name) 12/06

DISCLOSURE OF RELATIONSHIPS

DUTIES TO ALL PARTIES

A licensee who provides real estate services in a real estate transaction owes all parties the following duties in addition to other duties set forth in Tennessee Code Annotated or the rules of the Tennessee Real Estate Commission:

1. To diligently exercise reasonable skill and care in providing services to all parties to the transaction.
2. To disclose to each party to the transaction any adverse facts of which licensee has actual notice or knowledge (defined as condition or occurrences generally recognized by competent licensees that have negative impact on the value of real estate, significantly reduce the structural integrity of improvements to real property, or present a significant health risk to occupants of the property.)
3. To maintain for each party to a transaction the confidentiality of any information obtained by a licensee prior to disclosure to all parties of a written agency or sub agency agreement entered into by the licensee to represent either or both of the parties in a transaction. This duty of confidentiality extends to any information which the party would reasonably expect to be held in confidence, except for information on which the party has authorized for disclosure and information required by law to be disclosed. This duty survives both the subsequent establishment of an agency relationship and the closing of the transaction.
4. To provide services to each party to the transaction with honesty and good faith.
5. To provide to each party to the transaction timely and accurate information regarding market conditions that might affect such transaction provided that such information is available through public records and when such information is requested by a party.
6. To timely account for trust fund deposits and all other property received from any party to the transaction.
7. (A) To not engage in self-dealing nor to act on behalf of licensee's immediate family, or on behalf of any other individual, organization or business entity in which the licensee has a person interest without prior disclosure of such interest and the timely written consent of all parties to the transaction; and
(B) To not recommend to any party to the transaction the use of services of another individual, organization or business entity in which the licensee has an interest or from whom the licensee may receive a referral fee or other compensation for the referral, other than referrals to other licensees to provide real estate services under the Tennessee Real Estate Broker License Act of 1973, without timely disclosing to the party who received the referral, the licensee's interest in such referral or the fact that a referral fee may be received.

DUTIES TO A CLIENT

Any licensee who acts as a licensee in a transaction regulated by the Tennessee Real Estate Broker License Act of 1973 owes to such licensee's client the following duties in addition to the duties specified above:

8. To obey all lawful instructions of the client when such instructions are within the scope of the agency agreement between licensee and licensee's client.
9. To be loyal to the interests of the client. A licensee must place the interests of the client before all others in negotiations of a transaction and in other activities except where such loyalty duty would violate licensee's duties to all parties as specified above.
10. Unless the following duties are specifically and individually waived, in writing by a client, a licensee shall assist the client by:
 - (A) Scheduling all property showings on behalf of the client;
 - (B) Receiving all offers and counter offers and forwarding them promptly to the client;
 - (C) Answering any questions that the client may have in negotiation of a successful purchase agreement within the scope of the licensee's expertise; and
 - (D) Advising the client whatever forms, procedures and steps are needed after execution of the purchase agreement for a successful closing of the transaction.

CRYE-LEIKE POLICY

Incorporated within the Exclusive Right Agreement To Sell or Buyer Representation Agreement, Crye-Leike's Principal/Managing Broker of the independent licensee (hereinafter referred to as the licensee) you work with will designate that licensee to serve you in accordance to the "Duties of All Parties" as well as the "Duties to a Client" specified above. The Crye-Leike Principal/Managing Broker may appoint a substitute designated licensee as the broker determines necessary. Until such time as you enter into a written agreement to establish an agency relationship (as required/defined T.C.A. 62-13-401 et. Seq.), the licensee shall be considered a Facilitator with the Duties 1-7 specified above. In the event a Crye-Leike licensee sells a property he has listed, he may function as a Facilitator* with the duties specified under "Duties to all Parties" or as a licensee representing the seller with Duties 1-9. If there is a change of representation status to Facilitator, the buyer and seller agree to sign a "Notice of Consent for Facilitator Status" form. Sellers are hereby notified that buyer Disclosure of Relationships (Long Agency) TN - Revision 05/09

licensees or brokers, even though compensated by the listing broker or Seller, may represent the interests of the Buyer. The provisions of this disclosure shall supersede common law to the extent common law is inconsistent pursuant to and in accordance with T.C.A. 62-13-408 et. Sep. If Buyer defaults on any sale in which Crye-Leike is involved, Crye-Leike shall have the right to pursue buyer for the commission it was otherwise owed, including reasonable attorney fees for collection.

Buyer(s) agree to pay commission of \$195 to Crye-Leike at closing of property unless VA financing is involved. Seller(s) agree to pay Crye-Leike commission of \$195 plus the agreed to percent of the gross selling price.

On occasion, a 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. Tennessee license law requires that a licensee's personal interest in any transaction be disclosed. Personal interest refers to any situation in which the licensee, an immediate family member, or entity in which licensee has a personal interest is involved in a transaction as a prospective Buyer or Seller. In these instances, if there is no other licensee in the transaction, Crye-Leike policy allows the licensee with a personal interest to function as a disclosed dual agent, represent the seller/buyer exclusively with the other party as a customer, or the buyer/seller may request that the Managing Broker appoint another licensee to represent his interest. In each of these cases, a personal interest disclosure and consent form will be executed prior to the preparation of any offer to purchase.

Even though Crye-Leike designates licensees to represent buyers and sellers, the company, itself, has no agency relationship with clients and will not be an advocate for either party.

**Important information regarding a Facilitator (transaction Broker):
When an independent licensee or entity functions as a Facilitator, he/it is required to perform duties 1-7 listed above. A Facilitator may advise the parties but will not be a representative or an advocate for either party in the transaction.*

WAIVER OF CONFIDENTIALITY

Identify information, which you authorize your salesperson to disclose which might otherwise be considered as confidential, such as financial qualification or in the case of a seller, your reason for moving. The following may be disclosed: NON CONFIDENTIAL INFORMATION

If you do not understand what this document means, consult legal advice before signing. Sign below if you have read, understand and agree to the disclosure. I/We acknowledge receipt of a copy of this disclosure.

Signature *Date*

Signature *Date*

Signature *Date*

Signature *Date*

Licensee (Print Name) *Date*

CRYE-LEIKE

DISCLOSURE OF BUSINESS RELATIONSHIPS AND DISCLAIMER OF BUSINESS REFERRALS

This is to give you notice that Crye-Leike, Inc., Crye-Leike of Mississippi, Inc., Crye-Leike of Nashville, Inc., Crye-Leike South Inc., Crye-Leike of Arkansas, Inc., Crye-Leike Commercial, Inc., Crye-Leike Property Management, Inc., all referred to hereafter as Crye-Leike, are in the real estate brokerage business providing residential and commercial service to buyers and sellers in exchange for compensation. Crye-Leike and/or its owners have business relationships with certain providers of services related to your sale or purchase of real estate ("Affiliates"). The name of the provider and nature of the relationship between Crye-Leike (and/or its owners) and that provider is set forth below and the estimated charge or range of charges generally made by such provider are provided on the reverse side of this form.

There are numerous competitors in the marketplace for the kinds of services listed below as well as other services related to your sale or purchase of real estate. You are free to shop around to determine whether you are receiving the best services and the best rate for those services. Before selecting a service provider, including one that may be referred by Crye-Leike, its brokers, sales associates, employees, or other representatives, it is recommended that you contact several prospects and independently investigate their qualifications and competency, including whether they have complied with licensing requirements, if any, in your area.

Notice: "Crye-Leike" referenced in any contract, agreement, or other documents shall be understood to reference Crye-Leike, Inc., Crye-Leike of Nashville, Inc., Crye-Leike of Mississippi, Inc., Crye-Leike South, Inc., Crye-Leike of Arkansas, Inc., Crye-Leike Commercial, Inc., or Crye-Leike Property Management, Inc.

MAGNA BANK: Crye-Leike and Magna Bank have common ownership and financial interest.

CRYE-LEIKE INSURANCE AGENCY, INC. (Homeowners, auto, commercial, health and life insurance): Crye-Leike and Crye-Leike Insurance Agency, Inc. have common ownership and financial interest. No Crye-Leike company or individual has any ownership in the Huffaker Insurance Agency, Inc., Chattanooga, TN. However, Crye-Leike Insurance Agency, Inc. has a marketing agreement with Huffaker Insurance Agency. No Crye-Leike company or individual will receive a fee for this marketing agreement.

REALTY TITLE AND ESCROW COMPANY, INC. and REALTY TITLE AND ESCROW SERVICES, INC.: Crye-Leike and Realty Title and Escrow Company, Inc. and Realty title and Escrow Services, Inc. have common ownership and financial interest.

CRYE-LEIKE HOME SERVICES, INC.: Crye-Leike and Crye-Leike Home Services have common ownership and financial interest. Crye-Leike may receive compensation from referrals made through Home Services.

CRYE-LEIKE PROPERTY MANAGEMENT, INC.: Crye-Leike and Crye-Leike Property Management have common ownership and financial interest. Crye-Leike may receive compensation from referrals made through Property Management.

RELIANCE RELOCATION SERVICES, INC; dba Leading Real Estate Companies of the World™. One or more of the owners of Crye-Leike has a financial interest in this entity.

HOME WARRANTY DISCLOSURE: No Crye-Leike company or individual has any ownership interest in any company offering a home warranty plan. However, when a seller or purchaser purchases a home warranty policy through Crye-Leike sales associates, Crye-Leike and their associates receive an administrative fee for services performed in the placement of this service contract.

By signing below, Buyer(s)/Seller(s) acknowledge that he/she is giving Crye-Leike and its Affiliates permission to contact him/her by phone, mail, fax, or email regarding additional products and services and that he/she is not required to use the listed service provider(s) or any other service provider referred by Crye-Leike, its brokers, sales associates, employees, or any representative as a condition for settlement of a loan on the subject property or for the purchase, sale, lease, or refinance of the subject property. Buyer(s)/Seller(s) further acknowledge that Crye-Leike, its owners, or sales associates may receive a financial or other benefit from the above listed service providers that are being referred if I/we elect to do business with those service providers. Buyer(s)/Seller(s) further acknowledge that any information or written material provided by Crye-Leike, its brokers, sales associate, employees, or any representative regarding a service provider, or the referral of a specific service provider by Crye-Leike, its brokers, sales associates, employees, or any representative is for informational purposes and provided only as a convenience. No representation or warranty as to the qualifications, competency, or reliability of said service provider is made or intended to be made by Crye-Leike, its brokers, sales associates, employees, or representatives and they assume no liability regarding same. Buyer(s)/Seller(s) hereby release Crye-Leike, its brokers, sales associates, employees, and representatives from any and all claims, demands, obligations, and liabilities of any nature whatsoever, whether known or unknown, foreseen or unforeseen, regarding the actions or inactions of any service provider with whom Buyer(s)/Seller(s) elects to do business.

Buyer/Seller Date

Buyer/Seller Date

Sales Associate Date

Property Address

Estimated Charges

Estimated charge or range of charges made by Magna Bank Mortgage Lending:

Loan origination Fee	0-1% of loan	Tax Service Fee	\$75.00
Document Preparation	\$110	Reinspection Fee(if applicable)	\$50.00-\$65.00
Appraisal fee paid to appraiser	\$225.00 - \$600.00	Underwriting Fee	\$225.00-\$250.00
Loan Discount fee	0-6% of loan	Flood Certification	\$13.50

Other charges will appear on your settlement statement that are not attributable to Magna Bank. A Lender is allowed to require the use of an attorney, credit reporting agency, or real estate appraiser chosen to represent the lender's interest.

Estimated charge or range of charges made by Crye-Leike Insurance Agency:

Homeowners/Hazard Insurance Rates from \$100.00 to \$1,600.00 per year.
The rate will be determined by the coverage chosen by you. Crye-Leike represents many different insurers.
Discounts are available for combined auto/home and home security systems depending on coverage chosen.

Coverage can include replacement cost on home and replacement cost on contents.

Estimated charge or range of charges made by Realty Title & Escrow Company, Inc.:

Which party pays for which services is most often a matter of agreement between the parties (buyer and seller, borrower and lender) and can vary by location of property. You should check with your real estate professional to ascertain which of the charges below, if any, you may be responsible for paying.

Title Insurance, Search and Opinion Fees – sometimes combined together as a single (all-inclusive) charge but can be charged separately. Rates vary with insurance company, type of coverage, endorsements and location of property to be insured. Discounts are usually available for prior issued owners' coverage.

- A. Sample all inclusive rates for **Davidson County** (rates may be less in other counties)
 - \$100 for the first \$1,000
 - \$1,000 - \$100,000 \$5.00 per \$1,000
 - \$100,000 - \$500,000 \$4.00 per \$1,000
 - \$500,000 - \$1,000,000 \$3.00 per \$1,000

- B. Sample rates for Title Insurance for **Shelby County** (Title Search is not included)
 - \$100 for the first \$1,000
 - \$1,000 - \$150,000 \$3.50 per \$1,000
 - \$150,000 - \$1,000,000 \$3.00 per \$1,000

- C. Sample all inclusive rates for **Hamilton County**(rates may be less in other counties)
 - \$100 for the first \$1,000
 - \$1,000 to \$20,000 is a flat \$160.00
 - \$21,000 to \$100,000 \$6.00 per \$1,000
 - \$100,000 to \$250,000 \$2.50 per \$1,000
 - \$250,000 to \$1,000,000 \$12.50 per \$5,000

Simultaneous issue charge for additional mortgagee or owners policy - \$35.00 to \$50.00

Abstract or Title Search for Shelby County: Base Price \$125 plus \$5.00 per instrument or court action. The title insurance premium paid will be shared between the owner's of Realty Title and Escrow Co., and the title insurance underwriter.

Closing Fees – vary depending on type of loan, type of property, price of property and can range from \$150 - \$500 for all parties..

Document Preparation Fees – vary depending on the number and complexity of legal documents to be drawn by staff attorneys and can range from \$50 - \$500 for all parties.

Estimated Charge or range of charges made by Reliance Relocation Services, dba Leading Real Estate Companies of the World™:

Assesses a network administration fee to participating brokers that varies depending on the volume of the broker's relocation business and the price of the property.

Estimated Cost of Home Warranty on Resale Homes:

Basic cost of plan \$409.00

Additional charges for large homes, and optional coverages such as pool, spas, etc. are available for quote.