

Date: December 2, 2006

Property:

**INTERSTATE AUCTION®
COMPANY**

1100 Johnson Ferry Rd., NE, Suite 588
404-303-1232
Atlanta, Georgia 30328

404-303-7997-Fax

PURCHASE AND SALE AGREEMENT

As a result of the efforts of Interstate Auction® Company, Licensed Real Estate Brokers, hereinafter referred to as "Auctioneer", the undersigned Purchaser agrees to buy, and the undersigned Seller agrees to sell, all that tract or parcel of land lying and being in Cobb County, State of Georgia being more particularly described in Exhibit A, attached hereto and made a part hereof, together with all lighting fixtures, all electrical, mechanical, plumbing, heating, air conditioning, and any other systems or fixtures as are attached thereto, all plants, trees, and shrubbery now on the premises; together with all improvements thereon and appurtenant thereto, collectively hereinafter referred to as the "Property". The total purchase price, as calculated below

High Bid	\$ _____
Buyer's Premium <u>10%</u>	\$ _____
Purchase Price	\$ _____

is to be paid, in cash, in full, at closing. Purchaser's obligation to close shall not be contingent upon Purchaser's ability to obtain financing. All closing costs not required by law to be paid by the Seller will be the responsibility of the Purchaser.

Purchaser has paid to Auctioneer the sum of \$ _____ as down payment, which down payment is to be promptly deposited into Auctioneer's escrow account when Agreement has been accepted by all parties hereto and is to be applied as part payment of the purchase price at time of closing.. Seller and Purchaser hereto agree that Auctioneer may deposit the down payment in an interest bearing escrow account in the name of Auctioneer or other escrow agent as designated by Auctioneer. The interest earned thereon shall be payable to the Auctioneer as compensation for monitoring said deposit and to defray costs incidental thereto. Said down payment shall be applied as part payment of purchase price of said Property at the time the sale is consummated. The parties hereto understand and acknowledge that disbursement of moneys held by Auctioneer can occur only as follows: (a) at closing; (b) upon written agreement signed by all parties having an interest in said funds; (c) upon court order; or (d) upon failure of any contingency or failure of either party to fulfill the obligations thereof contained in this Agreement. If any dispute arises between Purchaser and Seller as to the final disposition of all or part of the moneys, Auctioneer may, at his option, notify Purchaser and Seller in writing that Auctioneer is unable to resolve such dispute and may interplead all or any disputed part of the moneys into court, whereupon Auctioneer shall be entitled to be compensated by the party who does not prevail in the interpleader action for the costs and expenses, including Auctioneer's commission and reasonable attorney's fees incurred in filing said interpleader; or upon fifteen (15) days written notice to the parties, Auctioneer may make a disbursal of the moneys upon a reasonable interpretation of this Agreement. In either event, the parties hereto shall thereafter make no claim against Auctioneer for said disputed moneys and shall not seek damages from Auctioneer by reason thereof or by reason of any other matter arising out of this Agreement or the transaction contemplated hereunder.

Seller warrants that he presently has title to said Property and at the time the sale is consummated agrees to convey good and marketable title to said Property to Purchaser by general warranty deed, subject only to (1) zoning ordinances affecting said Property, (2) easements of record, (3) restrictions of record, (4) leases, (5) other easements, other restrictions and encumbrances specified in this Agreement. In the event leases are specified in the Agreement, Purchaser agrees to assume Seller's responsibility thereunder to the tenant(s) and broker(s) who negotiated such leases.

Purchaser shall have twenty-one (21) calendar days from the final acceptance date of this Agreement in which to examine title to the Property and deliver to Seller a written statement of objections affecting the insurability of said title. Seller shall have reasonable time after receipt of such objections to satisfy all valid objections and, if Seller fails to satisfy such valid

objections within a reasonable time, then at the option of the Purchaser, evidenced by written notice to the Seller, this Agreement shall be null and void, and Purchaser's moneys shall be returned, in full without interest.

Seller and Purchaser agree that such documents as may be legally necessary to carry out the terms of this Agreement shall be executed and delivered by such parties at the time the sale is consummated.

Seller warrants that when the sale is consummated the improvements on the Property will be in the same condition as on the date hereof, normal wear and tear excepted. However, should the premises be destroyed or substantially damaged before the Agreement is consummated, then at the election of Purchaser, (a) the Agreement may be canceled, or (b) Purchaser may consummate the Agreement and receive such insurance proceeds as may be paid on the claim of loss. The election is to be exercised within ten (10) days after the amount of Seller's damage is determined.

Commission is to be paid to Auctioneer pursuant to and in accordance with that certain Agreement between Auctioneer and Seller regarding authorization and compensation, which documents are incorporated herein by reference. Seller agrees to pay Auctioneer the full commission when the sale is consummated and in the event the sale is not consummated because of Seller's refusal to perform any of the Seller's covenants herein, the Seller shall pay the full commission to Auctioneer and Auctioneer shall return the down payment to Purchaser.

Purchaser agrees that if Purchaser fails or refuses to perform any of Purchaser's covenants herein, Purchaser shall forthwith pay Auctioneer the full commission; provided that Auctioneer may first apply one-half of the moneys toward payment of, but not to exceed the full commission, with the balance thereof to be retained by Seller as liquidated damages of Seller, if Seller claims balance as Seller's liquidated damages in full settlement of any claim for damages, whereupon Auctioneer shall be released from any and all liability for return of down payment to Purchaser.

Real estate taxes on the Property shall be prorated as of the date of closing.

Association fees and leases on the Property, if any, shall be prorated as of the date of closing.

Possession of the premises shall be granted by Seller to Purchaser subject to any lease that may be in force no later that date of closing.

Seller shall pay State of Georgia real estate transfer tax.

Time is of the essence of this Agreement.

Sale shall be closed on or before 30 days from acceptance of contract by Seller.

The undersigned Purchaser certifies that he or she is of legal age and has full legal capacity and authority to understand, execute, and deliver this Agreement on behalf of himself/herself. If Purchaser is purchasing on behalf of a for-profit entity, non-profit organization, or public agency, then Purchaser is executing this Agreement on behalf of such entity and Purchaser certifies to Seller that Purchaser has the authority to execute this Agreement on behalf of such entity and shall be bound by the matters contained herein. In consideration of being permitted to bid at the Auction, and/or submit this offer, Purchaser hereby certifies to Seller and Auctioneer the following:

Purchaser understands that Purchaser is responsible for independently inspecting and reviewing all aspects of the Property or Properties which are the subject of this Agreement, including, but not limited to, the physical, legal, and economic aspects of such Property or Properties. Further, Purchaser understands and agrees: (1) that such Property or Properties are sold "As is", "Where is" with no warranty expressed or implied about condition, use or potential economic benefit (Seller and Auctioneer expressly disclaiming any warranties of habitability, fitness for intended use or particular purpose and all other implied warranties) and that Purchaser is accepting all defects, both apparent and latent, at Purchaser's own, absolute and exclusive risk, (2) that such Property or Properties are acceptable in its or their present condition, and that Purchaser has had ample opportunity to visit the Property or Properties prior to executing this Agreement, (3) that various oral and written information has been made available to Purchaser concerning such Property or Properties, but Seller and Auctioneer make no representation, warranty or other assertions, expressed or implied, with respect to the accuracy, completeness or content of such information or otherwise relating thereto, and Purchaser understands that the Purchase and Sale Agreement (the "Agreement") to be entered into between Seller and Purchaser is the only agreement oral or written, between Seller and Purchaser concerning such Property or Properties, (4) that Seller and Auctioneer will not have any liability whatsoever for any alleged oral or written representations, warranties, or

agreements relating to such Property or Properties other than as expressly set forth in the Agreement; and (5) that Purchaser has, prior to the execution of the Agreement, read the Agreement and that Purchaser fully understands the legal effect of the Agreement, such questions have been answered by counsel of Purchaser's choice and Purchaser has not relied upon any representation of Seller and Auctioneer, their agents or legal counsel, regarding the Agreement.

Seller and Purchaser acknowledge that various substances used in the construction of the improvements on the Property or otherwise located on the Property may be or may in the future be determined to be toxic, hazardous, or undesirable and may need to be specially treated, handled and/or removed from the Property. Persons who have an interest in the Property may be required by law to undertake clean-up of such substances. Seller and Purchaser acknowledge that (i) the Auctioneer has no expertise with respect to toxic wastes, hazardous materials or undesirable substances, (ii) that such materials can be extremely costly to correct and remove, (iii) that Auctioneer has made no investigations or representations with respect to such materials, and (iv) in being involved in this transaction, Auctioneer is relieved from all liability related thereto. Seller and Purchaser therefore release Auctioneer from any claim, related to toxic waste, hazardous materials and/or undesirable substances. It is the duty of the Purchaser to obtain an opinion from a recognized and licensed environmental specialist if Purchaser has any concerns about the condition of the Property which could be in violation of the Environmental Protection Act or other environmental rules, laws, regulations, or ordinances.

Purchaser acknowledges that closing shall constitute acceptance of the Property.

Auctioneer is representing the Seller in the sale of this real estate and has no brokerage engagement or material relationship with the Purchaser. The parties to the sale acknowledge that Auctioneer has a brokerage engagement with the Seller and as such represents the Seller. Auctioneer will treat all prospective purchasers honestly and timely disclose to purchasers all material adverse facts pertaining to physical condition of the Property actually known by Auctioneer which could not be discovered by a reasonably diligent inspection by Purchaser. Auctioneer may provide assistance to Purchaser by performing ministerial acts such as filling in blanks on attorney approved agreements and conveying them to Seller, locating inspectors, attorneys, and all other like or similar services. Auctioneer's compensation to this transaction is as stated in a separate Agreement between Seller and Auctioneer, which Agreement is incorporated herein by reference. Seller and Purchaser each agree that Auctioneer is not responsible for the actions or inactions of any other party to this Agreement.

If any term of this Agreement is determined by a court to be invalid, or unenforceable, the remainder of the Agreement shall not be affected and shall remain enforceable.

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

SPECIAL STIPULATIONS

1. Seller agreed to provide a new home warranty in accordance with the terms and conditions shown on Exhibit B, attached hereto and incorporated herein by this reference.

THIS INSTRUMENT SHALL BE regarded as an offer by the Seller or Purchaser who first signs to the other and is open for acceptance by the other until 5:00 P.M. on the 4th day of December, 2006, which time written acceptance of such offer must have been actually received by Auctioneer, who shall promptly notify the other party of such acceptance.

THE ABOVE PROPOSITION IS hereby accepted, _____ o'clock _____ M, on the _____ day of _____, 2006.

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

Seller's Name Printed

Purchaser's Name Printed

Signature of Seller

Signature of Purchaser

Signature of Seller

Signature of Purchaser

Street Address of Seller

Street Address of Purchaser

City State Zip

City State Zip

Office Telephone No.

Office Telephone No.

Home Telephone No.

Home Telephone No.

Fax No.

Fax

No.
Date

Date

AUCTIONEER

INTERSTATE AUCTION® COMPANY

Date

RECEIPT OF DOWN PAYMENT: Interstate Auction® Company has received \$ _____ cashier's check, cash, money order, or check with bank letter of credit and \$ _____ in the form of a personal or business check for a total of \$ _____ as down payment for the above referenced property. Purchaser authorizes Auctioneer to convert deposit made by personal or business check to cashier's check to be deposited into Auctioneer's escrow account.

BROKER PARTICIPATION: Yes _____ No _____
See Broker's Acknowledgement attached hereto and made a part of this Agreement, if "Yes" is checked.

Date: _____

Property No.: _____

INTERSTATE AUCTION® COMPANY

1100 Johnson Ferry Road, NE, Suite 588
Atlanta, Georgia 30342

404-303-1232
404-303-7997 Fax

BROKER'S ACKNOWLEDGEMENT

The undersigned each hereby certifies to Seller and Interstate Auction® Company as follows:

1. The Broker/Agent is a licensed Broker/Agent in the State of Georgia.
2. The Broker/Agent is associated with a licensed real estate firm in the State of Georgia, and that the undersigned is authorized to execute this Broker's Acknowledgement on behalf of Company/Broker.
3. That Broker/Agent duly registered the Purchaser in writing with Purchaser's acknowledging signature with Interstate Auction® Company before any inspection of the Property by the Purchaser.
4. That broker/Agent attended the Purchaser's initial inspection of the Property.
5. That Broker/Agent attended the Auction with the Purchaser.
6. That Broker/Agent is not participating in the purchase of the Property in any way as a principal or purchaser and is not giving a rebate of his/her commission to Purchaser.
7. That Purchaser is not an affiliate of Broker/Agent and that Broker/Agent is not an affiliate of Purchaser. For purposes of this Broker's Acknowledgement the term "affiliate of Broker" or "affiliate of Purchaser", as the case may be, means (a) any officer, director, employee, shareholder, owner or partner of Broker or Purchaser, as the case may be; (b) any spouse of any individual referred to in 7(a) above, or relative within the third degree of kindred of any individual referred to in 7(a) or 7(b) above; any corporation, partnership, trust, or other entity controlling, controlled by, or under common control with any one or more of those referred to in 7(a), 7(b), or 7(c) above; and (d) any director, officer, trustee, general partner or employee of any entity described in 7(c) above.

Broker/Agent hereby accepts a _____ % commission based on the bid amount as full compensation for all brokerage services, and agrees that if for any reason the sale is not consummated, the Broker/Agent shall not receive any commission for procuring the Purchaser or for any other services in connection with the Property and/or Purchase and Sale Agreement, and the Broker/Agent shall have no claim or interest in the Property being sold to Purchaser or in any earnest money or other sums or damages collected by Seller or Interstate Auction® Company.

The Broker's Acknowledgement is attached to the Purchase and Sale Agreement and made a part thereof.

Broker/Agent's Name

Purchaser's Name

Broker/Agent's Signature

Purchaser's Signature

Real Estate Company's Name

Street Address

Street Address

City State Zip

City State Zip

Work Telephone No.

Work Telephone No.

Home Telephone No.

Fax No.

Fax No.

Date

Date

Cooperating Broker is working as agent of (_____) Purchaser (_____) Seller. (Check one)