

**AGREEMENT FOR THE PURCHASE  
AND  
SALE OF REAL PROPERTY**

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is made and entered into as of the later of the date of Seller's or Buyer's execution hereof ("Date of this Agreement"), by and between the Hapeville Development Authority, an authority organized and existing under the laws of the State of Georgia ("Seller"), and the Venus Hapeville, LLC, a limited liability company organized and existing under the laws of the State of Georgia ("Buyer");

**W I T N E S S E T H:**

WHEREAS, subject to Federal Aviation Administration approval of the terms and conditions set forth herein, Buyer is purchasing an 1.24 acres of vacant land, located at the corner intersections of Rainey Avenue and Virginia Avenue SW and Rainey Avenue and Airport Loop Road, Hapeville, Georgia, in Land Lot 127 of the 14<sup>th</sup> Land District of Fulton County, such land is a portion of the land conveyed to Seller in the instrument found in Deed Book 1195, Page 210, of the Fulton County, Georgia Property Records, and which land is further described or depicted in the documents attached hereto as Exhibit 1, which are attached hereto and incorporated herein (and which, together with any and all improvements thereon, all appurtenances thereto and all other rights described in this Agreement, is referred to as the "Property"), and;

WHEREAS, the parties hereto are desirous of entering into an Agreement providing for the purchase and sale of the Property as described above and of reducing that Agreement to writing;

NOW, FOR AND IN CONSIDERATION of the covenants, agreements, premises and Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the parties hereto intending to be legally bound hereby, do covenant and agree as follows:

1. PURCHASE AND SALE. By execution of this Agreement, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase the Property. Buyer and Seller agree that the description of the Property attached hereto as Exhibit 1 shall be sufficient to make this a legally valid and binding contract for the Quitclaim Deed at Closing.

2. PURCHASE PRICE; EARNEST MONEY.

2.1 The purchase price ("Purchase Price") for the conveyance of the Property to be paid by Buyer to Seller shall be the fixed sum of Two Hundred Ten Thousand and 00/100 Dollars (\$210,000.00). The Purchase Price for the Property will be paid to Seller in immediately available funds at Closing.

2.2 At the time of the completed execution of this Agreement by Buyer and Seller, Buyer shall deposit with Escrow Agent One Thousand and 00/100 Dollars (US \$1,000.00) (the "Earnest Money") to be held by Escrow Agent in escrow and applied in accordance with the terms set forth below. Mr. Bill Miller of William A. Miller, P.C., 2330 Patrick Henry Parkway,

Suite 350, Stockbridge, Georgia 30253, shall serve as Escrow Agent for purposes of this Agreement. The Earnest Money shall be applied as a part payment of the Purchase Price of the Property in accordance with Section 2.1 above or otherwise disbursed in accordance with the terms hereof. In the event the purchase of the Property is not closed for any reason except for Buyer's default, Seller shall retain One Hundred and 00/100 Dollars (US \$100.00) of the Earnest Money as consideration for this Agreement and the remainder of the Earnest Money shall be returned to Buyer. Furthermore, should this Agreement be terminated by Buyer for any reason authorized herein, Seller shall retain One Hundred and 00/100 Dollars (US \$100.00) of the Earnest Money as consideration for this Agreement and the remainder of the Earnest Money shall be returned to Buyer.

3. WARRANTY OF TITLE; TITLE EXAMINATION; SURVEY.

3.1 Seller hereby represents and warrants to Buyer that as of the Date of this Agreement, record title to the Property is vested in the name of Seller and the Seller is the record owner of fee simple title to the Property. Seller shall convey good and marketable fee simple title to the Property to Buyer pursuant to a recordable Quitclaim Deed, and shall release, remise, and Quitclaim Seller's interest in the Property to Buyer pursuant to a recordable quitclaim deed. Buyer acknowledges that Property transferred hereunder is a portion of the legal description so acquired by Seller. "Good and marketable fee simple title" as used herein shall mean ownership which, when acquired by Buyer, will be insurable by a standard title insurance company, the "Title Company" under a standard title insurance policy at standard rates and is free and clear of all liens, encumbrances, except for the Permitted Encumbrances (as hereinafter defined).

3.2 Within forty-five (45) calendar days after the Date of this Agreement (the "Due Diligence Period"), Buyer shall cause to be delivered to Seller a boundary survey of the Property (the "Survey"). During the Due Diligence Period, Buyer shall have the right to examine record title to the Property and review the Survey (collectively, "Initial Title Examination") and to notify Seller of any objections to matters revealed thereby other than the following: (i) ad valorem taxes and special assessments not yet due and payable with respect to the Property, (ii) zoning ordinance, if any, affecting the Property; (iii) easements for the installation or maintenance of public utilities serving only the Property; and (iv) such other survey or title matters as expressly permitted by Buyer in writing or deemed waived pursuant to this Agreement (collectively "Permitted Exceptions"). If, based on the Initial Title Examination, title is found to be defective or objectionable, or if Buyer determines for any other reason that the Property is not adequate or suitable for Buyer's needs, then Buyer, in its sole discretion, may at any point during the Due Diligence Period i) notify Seller in writing of Buyer's decision to terminate this Agreement, which termination is effective immediately upon receipt by Seller, in which instance no party to this Agreement shall have any rights, obligations or liabilities hereunder, and in which instance the Earnest Money shall be returned to Buyer, less One Hundred and 00/100 Dollars (\$100.00) as valid consideration for this Agreement; or ii) notify Seller in writing of any such defects or objections to title and provide Seller until the date of Closing (or such longer period as is mutually agreed to by both parties in writing) to cure or to terminate any such defects or objections or to allow Seller to terminate this Agreement. In the event that Buyer elects the second option and notifies Seller of any defects or objections and provides Seller the opportunity to cure said defects and objections, but Seller fails or elects not to

cure or terminate any such identified defects or objections within the period hereinabove set out, then Buyer, at its option, may elect to:

3.2.1 Waive any such survey or title defect or objection and consummate the transaction without reducing the Purchase Price; or

3.2.2 Terminate this Agreement by written notice to Seller, whereupon no party to this Agreement shall have any rights, obligations or liabilities hereunder; or

3.2.3 Intentionally omitted.

3.3 From and after the date of the Initial Title Examination, and after expiration of the Due Diligence Period, Buyer may from time to time during the term of the Agreement make further examinations of the title to the Property and update the Survey, and Buyer may object to any matters of title first appearing after the effective date of such Initial Title Examination by giving Seller written notice of any such defects or objections. Seller shall thereafter have until the date of Closing (or such longer period as is mutually agreed to by both parties in writing) in which to cure or terminate any such defect or objection. If Seller elects not to, or is unable or refuses to remove or cure such additional title objections, then Buyer shall be entitled to exercise the same rights enumerated in Sections 3.2.1 and 3.2.2 hereof.

3.4 Notwithstanding anything to the contrary herein, upon written notice to Seller, Seller shall evaluate and remove all mortgages, deeds to secure debt, liens, security interests and similar encumbrances of a monetary nature (the "Monetary Liens") unless Seller disputes the validity of such Monetary Liens, (not including taxes not yet due and payable), in order for the Closing to occur. In the event that Seller fails to cure all the matters described in the immediately preceding sentence, whether those matters are disputed or otherwise, Buyer shall have all rights and remedies under this Agreement including, without limitation, those rights specified in Section 3.2 above. Seller acknowledges that the Monetary Liens do not and shall not constitute Permitted Exceptions hereunder.

4. ACCESS; INSPECTION. Upon the execution of this Agreement and during the term hereof, up to and including the date of Closing (unless this Agreement is earlier terminated pursuant to other provisions of this Agreement), Buyer and its respective agents, employees, independent contractors, engineers, surveyors and other representatives shall have the right to have full and complete access to the Property for the purpose of inspecting the Property, conducting surveys, undertaking engineering analysis, plans or examinations, percolation tests, soil tests, borings, environmental analysis or other examination, mapping or testing on the Property and to perform all activities related to any of the foregoing in any respect and for any other reasonable purpose related to the purchase of the Property or the planned development thereof as is deemed necessary or appropriate by Buyer. To the extent permitted by law, Buyer shall indemnify and hold Seller harmless from any liability or damage to Seller as a result of Buyer's activities on the Property, if any, including reasonable attorney's fees actually incurred. In order to minimize disruption of the operations at the Property, Buyer shall coordinate all such inspections, tests, or investigations through Seller or Seller's Agent. If Buyer wishes to engage in any testing that may damage any portion of the Property, Buyer shall obtain Seller's prior consent thereto, which shall not be unreasonably refused or delayed. Buyer may, without Seller's prior

written approval, perform geotechnical testing required for Buyer's structural engineering analysis of the Property. Buyer may also conduct testing or sampling of surface or subsurface soils and surface water or groundwater, and may conduct a Phase I environmental assessment of the Property, in connection with Buyer's environmental due diligence. However, unless required by federal, state or local law ordinance, Buyer will not disclose the results of the Phase I environmental site assessment to Seller or any third party (except to Buyer's advisors or attorneys involved in this transaction contemplated hereby). Additionally, in any contract related to the performance of the Phase I environmental site assessment (including, without limitation, the contract with the Buyer's environmental consultant), Buyer shall include a provisions stating that the party with whom Buyer is contracting is not permitted to make or disclose information to the Seller resulting from Phase I environmental site assessment unless such disclosure is required by law.

## 5. CLOSING AND POST-CLOSING.

5.1 Unless otherwise agreed in writing between Buyer and Seller, the closing ("Closing") of the purchase and sale of the Property shall be held at a time during normal business hours on \_\_\_\_\_, 2017 (the "Final Closing Date"), which date shall be within thirty (30) days of the end of the Due Diligence Period, at the offices of Escrow Agent, which are located at 2330 Patrick Henry Parkway, Suite 350, Stockbridge, Georgia 30253. The Closing shall occur by delivery or transmission of applicable closing documents by hand or overnight delivery to the Escrow Agent to be held in escrow by the Escrow Agent and not to be released until the consummation of the Closing on the date scheduled therefore in accordance with the terms of this Agreement. Buyer shall have the right to extend the Final Closing Date for one (1) period of thirty (30) calendar days by notifying Seller in writing thereof prior to the expiration of the initial Final Closing Date.

### 5.2 At Closing:

5.2.1 Buyer shall pay to Seller, subject to the adjustments and prorations hereinafter provided for the Purchase Price.

5.2.2 Seller shall execute and deliver to Buyer a quitclaim deed in the form attached hereto as Exhibit 5.2.2(a) and incorporated herein by this reference conveying, in accordance with all applicable laws and ordinances, fee simple and marketable title to the Property, and Seller shall also execute and deliver to Buyer a quitclaim deed in the form attached hereto as Exhibit 5.2.2(b) and incorporated herein by this reference, both such deeds using the legal description which shall be attached hereto as Exhibit 1 free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances whatsoever except for the Permitted Exceptions, if any. Seller shall also deliver an affidavit of Seller's residence in the form of Exhibit 5.2.2(c) attached hereto and incorporated herein by this reference.

5.2.3 Seller shall assign and transfer to Buyer, to the extent assignable, all right, title and interest of Seller, if any, in and to: (a) any approvals, permits, entitlements, development agreements, plans and plats associated with the Property including, but not limited to, all governmental or quasi-governmental approvals and permits as well as all development agreements, development plans and subdivision plats,

and (b) any and all governmental or quasi-governmental fees paid in respect of the Property (and credits attributable to the Property as a result of such fees having been paid) including, but not limited to, impact fees (i.e. transportation, building, fire, emergency and parks), sewer capacity offsite connection or extension and tap-on fees. However, Seller shall retain all easements and rights as currently exist on said Property including but not limited to avigation easements, if any. The transfer and assignment document shall be in a form reasonably acceptable to Seller and Buyer and shall include a representation and warranty by Seller that the items described in (a) and (b) above have not been previously transferred or assigned by Seller. Seller shall cooperate with Buyer, prior to and after Closing as reasonably necessary, to effect the assignment and transfer contemplated hereby including, but not limited to, executing documentation required by a governmental authority.

5.2.4 Real property ad valorem taxes applicable to the Property for the calendar year in which the Closing occurs shall be prorated as of the date of the Closing between the Seller and the Buyer, and said proration will be based upon the most recently available tax information and valuation with respect to the Property or upon the actual tax bills if they have been prepared and issued. Buyer and Seller shall make adjustments between themselves post-Closing, if necessary, based on the actual tax bills for the Property, to correct the proration of taxes at Closing. Seller shall be responsible for all recapture, rollback, deferred and similar taxes, assessments or penalties resulting from any agricultural, conservation or other use classification, covenant or restriction (the "Tax Classification") affecting the Property which Tax Classification results in the Property being taxed and assessed at a lower value or rate. The aforesaid taxes, assessments and penalties shall be payable by Seller at Closing based upon the most recent information available from the office of applicable taxing authority. Buyer and Seller shall make adjustments between themselves post-Closing, if necessary, based on the actual assessments for such taxes and penalties for the Property.

5.2.5 Seller shall be responsible for all charges or assessments incurred against the Property up to and including the date of Closing. Except as otherwise set forth herein, Buyer shall be responsible for all charges or assessments with respect to the Property arising after the date of Closing.

5.2.6 Buyer shall pay Seller's attorney's fees (for which an invoice will be provided at Closing), its costs of Closing and for the recording fees incurred in connection with the recording of the quitclaim deed from the Seller. Escrow and closing fees of any third party closing or Escrow Agent shall be paid by the Buyer. Buyer shall bear its attorney's fees.

5.2.7 Seller and Buyer shall execute and deliver such other documents and instruments as are helpful or necessary to evidence or effectuate the transactions contemplated hereby including, without limitation, an owner's affidavit to be executed by the Seller in the form attached hereto as Exhibit 5.2.7 and incorporated herein by this reference, and any other instruments reasonably required by Buyer's title insurance company or necessary or helpful to consummate this transaction and to evidence the authority of Seller to convey the Property and the Buyer to acquire title to the Property.

5.2.8 As used herein, the terms “marketable title” and/or “good and marketable title” shall mean such title as will be insured by First American Title Insurance Company (“Title Insurer”) at its policy rates for similar properties subject only to the Permitted Exceptions.

6. CONTINGENCIES. This Agreement is contingent upon and subject to those matters specifically set forth hereinafter in this Section 6. Any contingencies specifically set forth hereinafter may be waived or otherwise removed from this Agreement by written notification from the party in whose favor such contingency is drawn to the other party hereto.

6.1 Notwithstanding anything to the contrary in this Agreement, Buyer shall not be obligated to consummate the transaction contemplated by this Agreement unless and until Seller delivers the quitclaim deed, and other closing documentation that Seller is obligated to deliver pursuant to the provisions of this Agreement.

6.2 Notwithstanding anything to the contrary in this Agreement, Seller shall not be obligated to consummate the transaction contemplated by this Agreement unless and until Buyer delivers the Purchase Price and other closing documentation that Buyer is obligated to deliver pursuant to the provisions of this Agreement.

7. SELLER’S REPRESENTATIONS, WARRANTIES AND COVENANTS.

7.1 Seller hereby makes the following representations and warranties to Buyer. Seller shall remake the following representations and warranties to Buyer as of the date of Closing. The remaking of such representations and warranties as of the date of Closing shall be deemed made by Seller’s acceptance of the Purchase Price and shall not require further evidence thereof. The preceding two (2) sentences shall survive Closing.

7.1.1 Intentionally Omitted.

7.1.2 This Agreement constitutes a valid and binding obligation of the Seller and is enforceable against Seller in accordance with its terms;

7.1.3 The execution and delivery of all instruments and documents required hereunder to be obtained or authorized by the Seller in order to consummate this transaction have been or will be obtained and authorized as so required;

7.1.4 To the best of Seller’s knowledge, there are no actions, suits, claims, demands or proceedings of any kind or nature, legal or equitable, affecting the Property or any portion thereof, and there are no liens, special assessments, easements, reservations, restrictions, covenants or encumbrances other than matters of public record affecting the Property;

7.1.5 To the best of Seller’s knowledge, there are no persons or entities who are in possession of the Property of who have any rights to acquire, possess, occupy or use the Property or have any rights or claims therein or thereto or for any portion thereof except as may appear of public record;

7.1.6 To the best of Seller's knowledge, there are no outstanding state or federal tax liens, claims or demands against the Seller which constitute or will constitute a lien against the Property;

7.1.7 To the best of Seller's knowledge, Seller has received no notification, written or otherwise, from any individual, corporation, governmental agency, bureau or authority which pertains to or concerns the environmental or ecological condition of the Property, and the environmental and ecological condition of the Property is not in violation of any law, ordinance, rule or regulation applicable thereto;

7.1.8 To the best of Seller's knowledge, with no duty to inquire, there presently does not exist and there has never existed on, above, or under the Property any Hazardous Materials (as hereinafter defined), and neither Seller, nor to the best of Seller's knowledge, without investigation or inquiry, no other person has ever caused or permitted any Hazardous Materials to be placed, held, located or disposed of, on, under or at the Property or any part thereof. To the best of the Seller's knowledge, without investigation or inquiry, no part of the Property has ever been used as a manufacturing, storage or dump site for Hazardous Materials, nor is any part of the Property affected by any Hazardous Materials Contamination.

"Hazardous Materials" shall mean: (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.), as amended from time to time, and the Superfund Amendments and Reorganization Act of 1986, as amended from time to time, and regulations promulgated thereunder; (c) asbestos; (d) polychlorinated biphenyls; (e) petroleum, petroleum by-products or petroleum constituents; (f) any substance the presence of which is prohibited by any governmental requirement; and (g) any other substance which by any governmental requirement requires special handling in its collection, storage, treatment or disposal.

"Hazardous Materials Contamination" shall mean the contamination (whether presently existing or hereafter occurring) of any improvements, facilities, soil, ground water, ambient air, subsurface strata, biota or other elements on, or of, the Property by Hazardous Materials, or the contamination of any improvements, facilities, soil, ground water, ambient air, subsurface strata, biota or other elements on, or of, any other property as a result of Hazardous Materials emanating from the Property.

7.1.9 To the best of Seller's knowledge with no duty to inquire there are no underground storage tanks located on the Property, and no portion of the Property has ever been used for a garbage dump, landfill or service station or other business selling petroleum or petroleum products;

7.1.10 Except as may appear of public record, there are no commitments, agreements or restrictions which would require Buyer to pay any money or perform any obligation or which would otherwise affect the ownership or development of the Property by Buyer;

7.1.11 Neither Seller nor any of its affiliates, nor any of their respective partners, members, shareholder or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (“OFAC”) of the Department of the Treasury (including those named on OFAC’s Specially Designated Nationals and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities;

7.1.12 To the best of Seller’s knowledge the representations and warranties in this Section 7.1 are true and correct as of the date of the execution of this Agreement and will remain true and correct throughout the term of this Agreement up to and including the date of Closing;

7.1.13 Seller will not intentionally take any action during the term of this Agreement which would hamper or impede the consummation of this purchase and sale transaction or which would cause any of the representations and/or warranties made in this Section 7.1 to become untrue, inaccurate or incomplete in any respect; and

7.1.14 Seller shall undertake those acts necessary to insure that the representations and warranties set forth herein remain true, accurate and complete during the term of this Agreement and will notify Buyer promptly of any occurrence, notification or variation in the representations or warranties contained herein.

7.2 In the event any of the representations, warranties or covenants contained in Section 7.1 above are not true on the date of Closing, Buyer, at Buyer’s election, shall be entitled to exercise any and all rights and remedies available to it pursuant to the provisions of Section 10 of this Agreement.

7.3 Buyer makes the following representations, warranties and covenants, as of the Date of this Agreement, which representations, warranties and covenants shall be reaffirmed as of the Final Closing Date:

7.3.1 This Agreement constitutes the valid and binding obligation of Buyer and is fully enforceable against Buyer in accordance with the terms hereof, subject to all rules of law and principles of equity generally applicable to the enforceability of legal obligations, including without limitation, bankruptcy, reorganization and other debtor relief laws;

7.3.2 If not a natural person, Buyer is duly organized, validly existing and in good standing under the laws of the state of Georgia with all requisite power to own, operate and carry on the business conducted with respect thereof;



7.3.3 The execution, delivery and performance of this Agreement has been duly and effectively authorized by and on behalf of the Buyer, and no further action is necessary in respect hereto, nor is the consent of any person required in order for the Buyer to consummate the transactions provided for herein, except as set forth in this Agreement;

7.3.4 Any and all information, in whatever form, made available to or ascertained by Buyer, relative to this Agreement, shall be strictly confidential, and not disclosed to any third party except for Seller's or Buyer's counsel, accountants, brokers, and advisors, without prior approval of Seller. This warranty shall survive closing and/or expiration/termination of this Agreement; and

7.3.5 Any and all property visits by Buyer or any of Buyer's representatives will be arranged in advance by appointment with the Seller.

## 8. BROKER AND COMMISSION.

8.1 Seller hereby represents to the Buyer that it has had no dealings with any brokers, agents or other intermediaries in connection with the transaction contemplated by this Agreement that would result in an obligation to pay a brokerage commission, finder's fee or similar fee. Seller shall indemnify and hold Buyer harmless from and against all costs, expenses, and claims in connection with the untruthfulness of the representation by Seller, respectively, pursuant to the immediately preceding sentence.

8.2 Seller has engaged the services of Monty Coursey with Coursey Properties, Inc., as Broker for the transaction contemplated by this Agreement. Seller reaffirms its agreement to pay to Broker a real estate brokerage commission of Twenty Thousand and 00/100 Dollars (\$20,000.00). Said commission is payable in full on the Closing Date and shall be paid in cash at closing. The Escrow Agent/Closing Attorney is directed to make such payment to Broker from Buyer's funds.

## 9. DEFAULT AND REMEDIES.

9.1 In the event of a default, breach, or a breach of warranty or representation contained in this Agreement and prior to the exercise of the rights hereinafter provided to either party, the defaulting party shall be entitled to written notice of the specific default, breach, or other problem and to fifteen (15) calendar days after the receipt of that written notice in which to cure said default, breach or other problem. If such default, breach or other problem is not corrected within that period, then an event of default shall have occurred and the parties shall be entitled to the rights and remedies hereinafter set forth.

9.2 In the event Seller breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions, covenants, or agreements contained herein and further provided that Seller fails to cure after written notice, then, at Buyer's option:

9.2.1 Buyer shall be entitled, upon giving written notice to Seller, to terminate this Agreement whereupon neither Buyer nor Seller shall have any further

rights or obligations under this Agreement, except those which are expressly stated to survive.

9.3 In the event Buyer fails to comply with or perform any of the covenants, agreements or other obligations to be performed by Buyer and fails to cure such problem within the period provided above, the Seller shall be entitled, as its sole right and exclusive remedy, to receive the Earnest Money previously paid by the Buyer as full, final and complete liquidated damages in accordance with and under the authority contained in O.C.G.A. Section 13-6-7. Buyer and Seller understand and agree that (i) actual damages would be difficult or impossible to ascertain in the event of such default or breach and (ii) the sum specified as liquidated damages is a reasonable estimation of the probable loss which would be sustained by the Seller by reason of such default or breach, and is not a penalty or forfeiture. Seller hereby waives any right to damages (except as described in this Section 9.3 and except as to any indemnities contained in this Agreement which by their express terms are to survive the Closing or termination of this Agreement) and Seller waives any right to specific performance against Buyer.

#### 10. NOTICES.

10.1 Any notices which may be permitted or required under the terms and provisions of this Agreement to Buyer or Seller shall be in writing and shall be deemed to have been duly given, except as otherwise provided in this Agreement, as of the date and time the same are received by the parties to whom the notices are sent. If any party provides for a copy (or copies) of such notice to be delivered as set forth below, notice to such party shall be deemed given only in the event such copy (or copies) are also deemed received. Such notices shall be deemed received upon hand delivery or by Federal Express or equivalent courier and evidenced by a notation on the records of that courier that such notices were delivered to the parties at the following addresses, or if sent by email, upon receipt of electronic confirmation of delivery; provided, however, that notice is also delivered by another means described above within three (3) calendar days of such email notice:

To Buyer: Venus Hapeville, LLC  
Attn: Raj Patel  
3434 Browns Mill Road  
Atlanta, Ga 30354

with a copy to: Joel M. Haber  
Attorney at Law  
Law Office of Joel M. Haber  
2365 Wall Street  
Suite 120  
Conyers, GA 30013

To Seller: Hapeville Development Authority  
Attention: Chairperson  
3468 North Fulton Avenue  
Hapeville, Georgia 30354  
Telephone No.: 404-669-2100  
E-Mail: katrinabradbury@comcast.net

With a copy to: Fincher Denmark, LLC  
8024 Fair Oaks Court  
Jonesboro, Georgia 30236  
Telephone No.: (770) 478-9950  
E-Mail: sfincher@fincherdenmark.com

11. MISCELLANEOUS PROVISIONS.

11.1 Possession. Possession of the Property, in substantially the condition that exists on the Date of this Agreement, shall be delivered to Buyer upon delivery of the deeds from Seller.

11.2 No Waiver; Rights Cumulative. Neither the failure of either party to exercise any power or right herein provided or to insist upon strict compliance with any obligation herein specified nor any custom, use or practice at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms and provisions of this Agreement. Except as expressly limited by the terms of this Agreement, all rights, powers and privileges conferred herein shall be cumulative and not restrictive of those provided at law or in equity.

11.3 Entire Agreement; Modification. This Agreement contains the entire agreement of the parties and no representations, inducements, promises or other agreements, oral, written or otherwise, between the parties which are not embodied within this Agreement shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and fully executed by all parties whose rights, as set forth in this Agreement, pertain thereto.

11.4 Survival. This Agreement and each of the provisions hereof shall survive the Closing hereunder.

11.5 Binding Effect. The provisions of this Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors, devisees and assigns.

11.6 Signatures; Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same Agreement. Faxed or email signatures shall be acceptable as original signatures.

11.7 Headings; Gender. The headings inserted at the beginning of each paragraph are for the convenience of the parties only and do not add to or subtract from the

meaning and contents of each paragraph. Words of any gender used in this Agreement should be held and construed to include any other gender, and words of a singular number shall be held to include the plural, and vice-versa, unless the context requires otherwise.

11.8 Further Assurances. On and after the Date of this Agreement, Seller and Buyer shall, at the request of the other, make, execute and deliver or obtain and deliver all such affidavits, deeds, approvals, certificates, resolutions and other instruments and documents, and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intention of this Agreement.

11.9 Severability. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any of the provisions of this Agreement or the application thereof to any person or circumstances shall for any reason and to any extent be invalid or unenforceable, then the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by law.

11.10 Time of the Essence. Time is of the essence of this Agreement.

11.11 Choice of Law. This Agreement shall be governed by and construed and enforced in accordance with substantive laws of the State of Georgia.

11.12 Non-Business Days. If the deadline for performance of any obligation by Buyer or Seller shall fall on a weekend day or a date recognized as a holiday by banks in the State of Georgia, then such deadline shall automatically be deemed to fall on the first business day thereafter.

11.13 Assignment. Buyer and Seller shall not assign their rights under this Agreement without the prior written consent of the other party hereto.

12. EXHIBITS. The following is a list of the exhibits to this Agreement. Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full at length every time it is referred to or otherwise mentioned in this Agreement.

Exhibit 1 -	Property Description
Exhibit 5.2.2(a) -	Intentionally omitted.
Exhibit 5.2.2(b) -	Quitclaim Deed
Exhibit 5.2.2(c) -	FIRPTA
Exhibit 5.2.2(d) -	Seller's Affidavit of Residence
Exhibit 5.2.7 -	Owner's Affidavit

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the Date of this Agreement.

**BUYER:**

VENUS HAPEVILLE, LLC

ATTEST: \_\_\_\_\_

By: \_\_\_\_\_

SEAL

[SELLER'S SIGNATURES ON FOLLOWING PAGE]

**SELLER:**

HAPEVILLE DEVELOPMENT AUTHORITY

ATTEST: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Chairperson

EXHIBIT 1

LEGAL DESCRIPTION

Written Description  
Outparcel  
Part of Parcel# 14-0127-LL0851  
City of Hapeville Georgia

All that tract and parcel of land lying and being in land lot 127 of the 14th District, of Fulton County, Georgia, and more particularly described as follows:

Commencing at the existing intersection of the Southerly R.O.W. of  
Virginia Avenue (R.O.W. Varies) and the Westerly R.O.W. of  
Rainey Avenue (R.O.W Miter); this point being **THE POINT OF  
BEGINNING (P.O.B.):**

**FROM THE POINT OF BEGINNING (P.O.B.):**

Thence S 45°44'00" E a distance of 55.18' to a CMF;  
Thence S 00°05'00" W a distance of 210.75' to a CMF;  
Thence S 65°28'36" W a distance of 39.41' to a CMF;  
Thence N 88°43'53" W a distance of 23.74' to a CMF;  
Thence S 01°43'04" W a distance of 8.56' to a CMF;  
Thence N 88°43'09" W a distance of 271.19' to an IPS;  
Thence N 01°11'00" E a distance of 102.80' to an IPF (1/2" REB);  
Thence S 88°44'00" E a distance of 200.00' to an IPF (1/2" REB);  
Thence N 01°10'27" E a distance of 171.31' to a P.K.F.;  
Thence S 88°39'00" E a distance of 86.20' to a CMF; this being  
the  
**POINT OF BEGINNING (P.O.B.).**

Containing 1.24 acres.

Also granted all easements recorded or unrecorded.



EXHIBIT 5.2.2(b)

After Recording, Return to:

Prepared by:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

QUITCLAIM DEED

THIS INDENTURE is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Hapeville Development Authority, , a development authority existing under the laws of the State of Georgia, as party of the first part, hereinafter collectively referred to as “Grantor,” and Venus Hapeville, LLC, a limited liability company existing under the laws of the State of Georgia, as party of the second part, hereinafter referred to as “Grantee,” the words “Grantor” and “Grantee” to include the neuter, masculine and feminine genders, the singular and the plural.

WITNESSETH THAT Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid, the receipt, adequacy, and sufficiency of which are hereby acknowledged by Grantor, has released, remised, and quitclaimed, and by these presents does hereby release, remise, and quitclaim unto Grantee, Grantor’s interest in the real property described on Exhibit A attached hereto and made a part hereof together with all improvements and fixtures thereon (the “Property”).

TO HAVE AND TO HOLD the Property unto the Grantee so that neither the Grantor nor its successors or assigns nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the Property.

IN WITNESS WHEREOF, the Grantor has executed and delivered this instrument under seal, on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

GRANTOR:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
[AFFIX NOTARIAL SEAL]

EXHIBIT 5.2.2(c)

CERTIFICATION AS TO  
FOREIGN PERSON STATUS

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including the aforementioned Section 1445), the owner of a “disregarded entity” (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the “disregarded entity.” To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by \_\_\_\_\_, a \_\_\_\_\_ (the “Transferor”), the undersigned hereby certifies on behalf of the Transferor:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. The Transferor is not a “disregarded entity” as defined in Section 1.1445-2(b)(2)(iii) of the Income Tax Regulations;
3. The Transferor’s U.S. employer identification number is \_\_\_\_\_; and
4. The Transferor’s office address is \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

The Transferor understands that this Certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both. This certificate is made with the knowledge that \_\_\_\_\_ will rely upon this Certificate in purchasing a U.S. property interest from the Transferor.

Under penalties of perjury I declare that I have examined this Certification and to the best of my knowledge and belief, it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

Date: \_\_\_\_\_, 20\_\_\_\_

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THIS CERTIFICATION MUST BE RETAINED BY THE TRANSFEE UNTIL THE END OF THE FIFTH (5<sup>TH</sup>) TAXABLE YEAR FOLLOWING THE TAXABLE YEAR IN WHICH THE TRANSFER TAKES PLACE.**

EXHIBIT 5.2.2(d)

**AFFIDAVIT OF SELLER'S RESIDENCE**

\_\_\_\_\_  
Seller's Name

\_\_\_\_\_  
Seller's Identification Number (SSN or FEI)

\_\_\_\_\_  
Street Address

**INSTRUCTIONS**

**This form is provided to be executed by the Seller and furnished to the Buyer to establish Georgia residency, such that withholding from the proceeds of the sale of property are not subject to the withholding laws of this State. (See O.C.G.A. §48-7-128.)**

**Sellers are not subject to withholding from the proceeds of sale if either they reside in Georgia, or they are deemed to be a Georgia resident by virtue of the fact that they have filed Georgia tax returns in the preceding two years, do business or own property in Georgia, intend to file a Georgia Tax return for the current year, and if a corporation or limited partnership, are registered to do business in this State.**

**Buyer is not required to withhold if this affidavit (or one in substantially the same form) is submitted to the Department in lieu of a withholding tax return.**

**The Seller is to execute this affidavit by placing an initial in the blanket preceding statements which apply.**

Seller is exempt from withholding on the sale of property because:

  X   Seller is a resident of Georgia.

Seller is not a resident of Georgia, but is deemed a resident for purposes of withholding by virtue of the following:

Seller is a nonresident who has filed Georgia tax returns for the preceding two years; and

Seller is an established business in Georgia and will continue substantially the same business in Georgia after the sale OR the Seller has real property in the State at the time of closing of equal or greater value than the withholding tax liability as measured by the 100% property tax assessment of such remaining property; and

Seller will report the sale on a Georgia Income Tax return for the current year and file by its due date; and

If Seller is a corporation or limited partnership, Seller is registered to do business in Georgia.

Under penalty or perjury, I swear that the above information is, to the best of my knowledge and belief, true, correct, and complete.

\_\_\_\_\_  
Seller's signature (and Title, if applicable)

\_\_\_\_\_  
Date

Sworn to and subscribed before me this  
\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires

EXHIBIT 5.2.7

OWNER'S AFFIDAVIT

The undersigned being duly sworn according to law, deposes and says on oath as follows:

- 1) I am Katrina Bradbury, Chairperson of the Hapeville Development Authority, a development authority (the "Authority"), which is the owner of all that certain property described in \_\_\_\_\_ Commitment (the "Commitment") to Insure No. \_\_\_\_\_.
- 2) To my knowledge, Seller has not entered into any written lease with any other party except none.
- 3) No proceeding in bankruptcy by or against the City is pending.
- 4) To my knowledge, there are no unpaid bills or claims for labor or services performed for Authority or materials furnished to Authority during the ninety (90) days preceding this Affidavit for alterations, repair work, or new construction on the Property.
- 5) This Affidavit is given to induce Venus Hapeville, LLC to purchase the Property and to induce \_\_\_\_\_ Title Insurance Company to issue its policy or policies of title insurance with the full knowledge that it will be relying upon the accuracy of same.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_,  
in the presence of:

HAPEVILLE DEVELOPMENT AUTHORITY

\_\_\_\_\_  
Unofficial Witness

by \_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(Notary Seal)

[CONTINUED ON NEXT PAGE]

Signed, sealed and delivered this  
\_\_\_\_ day of \_\_\_\_\_,  
in the presence of:

ATTEST:

Unofficial Witness

by \_\_\_\_\_

Secretary

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(Notary Seal)

APPROVED AS TO FORM:

\_\_\_\_\_