



Garrard Group  
Development Services  
One Sugarloaf Centre  
1960 Satellite Boulevard  
Suite 2300  
Duluth, GA  
770.822.1944

## CONTRACT OF SALE AND PURCHASE

THIS CONTRACT OF SALE AND PURCHASE ("Contract") is made by and between – **Ra-Ha, LLC** (collectively referred to as the "Seller") and Garrard Development Services, LLC ("Purchaser"). The Binding Date of this Contract shall be the date on which the last party signs the Contract.

In consideration of the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

### ARTICLE I SALE OF THE PROPERTY

1.1 The Property. Seller agrees to sell and convey unto Purchaser, and Purchaser agrees to purchase and accept from Seller, for the price and subject to the terms, covenants, conditions and provisions herein set forth, that certain approximate .83 acre tract of land located in Griffin, Spalding County, Georgia, being a portion of Parcel 233-03007G and more particularly described on Exhibit "A" and Exhibit "B" as site 1, attached hereto and incorporated herein for all purposes ("Land"), together with all right, title and interest, if any, of Seller, in and to all easements in or upon the Land and all other rights and appurtenances belonging or in anywise pertaining to the Land (collectively, the "Property"). If Exhibit "A" consists of a site depiction, rather than a metes and bounds legal description, the legal description for the Property shall be in accordance with the Survey obtained pursuant to the provisions of Section 4.2 herein.

### ARTICLE II CONSIDERATION

2.1 Purchase Price. The purchase price ("Purchase Price") for the Property is Three Hundred Forty Thousand and 00/100 Dollars (\$340,000.00), which shall be payable by Purchaser to Seller at Closing all in cash.

2.2 Earnest Money.

2.2.1 Within ten (10) days of the Binding Agreement Date, Purchaser shall deposit with Anderson Tate Carr the "Title Company", the sum of Thirty Four Hundred and 00/100 Dollars (\$3,400.00) (the "Earnest Money") in good funds. The Earnest Money, together with any interest earned thereon is hereinafter referred to collectively as the "Earnest Money".

A handwritten signature in black ink, appearing to be 'MCP'.



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represents the Purchaser in this transaction. Except for such brokerage commission so payable by Seller to Broker as provided hereinabove, each of Seller and Purchaser shall and does hereby indemnify the other against any and all actions, claims, costs (including court costs and attorney's fees), damages, liabilities or losses of any nature whatsoever, at law or in equity, for any brokerage commissions or fees, whether or not meritorious, arising out of or in connection with Seller's acts or Purchaser's acts, as the case may be.

**\*\*SIGNATURE PAGE TO FOLLOW\*\***

SIGNATURE PAGE

IN WITNESS WHEREOF, this Contract has been duly executed in multiple counterparts (each of which is to be deemed an original for **all** purposes) by the parties hereto on the date appearing below each party's signature.

SELLER:

**Ra-Ha, LLC**

Name: *Mitchell Durb*

Date: 6/16/11

Name: \_\_\_\_\_

Date: \_\_\_\_\_

PURCHASER:

Garrard Development Services, LLC

By: *[Signature]*

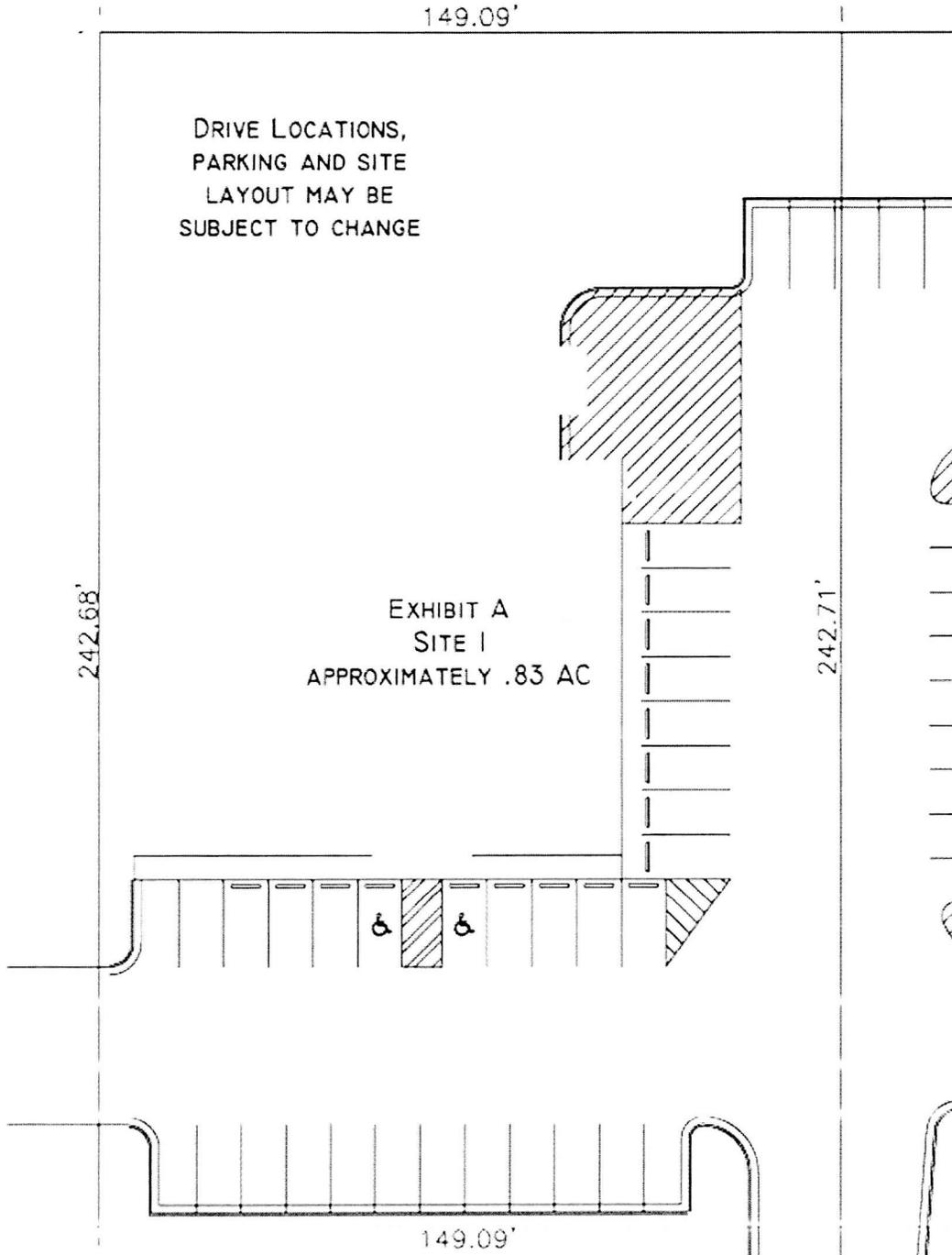
Date: 6/16/11



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**EXHIBIT "A"**

**DESCRIPTION OF PROPERTY**



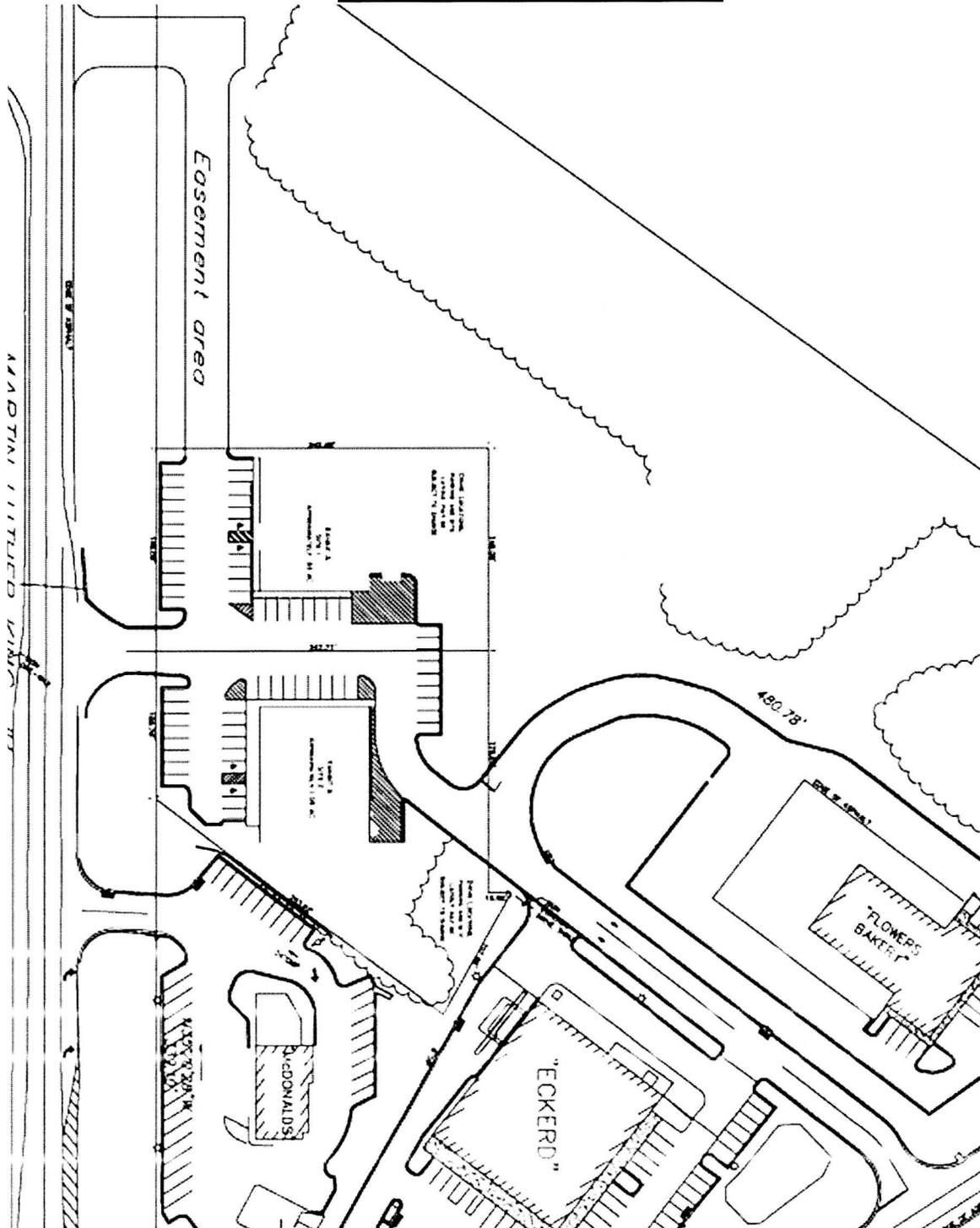
*MJP*



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**EXHIBIT "B"**

**DESCRIPTION OF PROPERTY**



*MLP*