



# SOWELL REALTORS

## COMMERCIAL EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

1 **BROKER (listing company):** Sowell, Realtors

2 **ADDRESS OF COMPANY:** 54 S Cooper St Memphis TN 38104-

3 **OWNER / SELLER:** Emily Walker

4 **ADDRESS OF OWNER / SELLER:** 2282 Central Ave. Memphis, TN 38104

5 For and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and  
 6 sufficiency of which is hereby acknowledged, Emily Walker  
 7 as seller (hereinafter referred to as "Seller") and Sowell, Realtors firm  
 8 and its licensees (hereinafter collectively referred to as "Firm") do hereby enter into this Commercial Exclusive Right to Sell  
 9 Listing Agreement ("Agreement"), this 26 day of April, 2026 ("Effective Date").

10 1. **Exclusive Listing Agreement.** Seller hereby grants to Firm the exclusive right and privilege as the Agent of the  
 11 Seller to show and offer for sale the following described property as the real estate broker for Seller: All that tract of land  
 12 known as: 2282 Central Avenue (Address),  
 13 Memphis (City), Tennessee, 38104 (Zip), as recorded in Shelby County Register  
 14 of Deeds Office, 6 deed book(s), 56 page(s), and/or  instrument  
 15 number and further described as: Part of Lots 37 and 38, Speedway Central Subdivision, as recorded in ShelbyCounty Register's Office, Plat Book 6, Page  
 16 together with all fixtures, landscaping, improvements, leases, mineral rights, air rights, and appurtenances (unless  
 17 otherwise noted in Special Stipulations), all hereinafter collectively referred to as the "Property", as more particularly  
 18 described in Exhibit "A", or if no Exhibit "A" is attached, as is recorded with the Register of Deeds of the county in which  
 19 the Property is located and is made a part of this Agreement by reference. The term of this Agreement shall begin on  
 20 April 26, 2026 and shall continue through July 31, 2026 (hereinafter referred to as  
 21 "Listing Period"). If a contract to purchase, exchange, or lease is signed before this Agreement expires, the term hereof  
 22 shall continue until final disposition of Purchase and Sales Agreement, exchange agreement, or lease agreement.

23 2. **Firm's Duties to Seller.** Firm's sole duties to Seller shall be to: (a) use Firm's best efforts to procure a buyer ready,  
 24 willing, and able to purchase Property at a sales price of \$ 299,900.00 (including commission) or any other  
 25 price acceptable to Seller; (b) assist to the extent requested by Seller in negotiating the terms of and filling out a preprinted  
 26 real estate purchase and sale agreement; and (c) comply with all applicable laws and regulations in performing its duties  
 27 hereunder including Tenn. Code Ann. § 62-13-101, et seq., and the Tennessee Real Estate Commission Rules, as amended.

28 3. **Seller's Duties.** Seller represents that Seller: (a) presently has title to the Property or has full authority to enter into this  
 29 Agreement; (b) will cooperate with Firm to sell the Property to prospective buyers, including directing all other agents to  
 30 the Firm; (c) will make the Property available for showing at reasonable times as requested by Firm; and (d) will provide  
 31 Firm with accurate information regarding the Property (including information concerning all adverse material facts  
 32 pertaining to the physical condition of the Property). Seller will have the additional responsibility to provide Firm with  
 33 the following documents if they are accessible to Seller:

- 34 a. The most recent property tax assessments and tax bills;
- 35 b. The most recent title insurance policy insuring the Property, including complete and legible copies of all  
 36 documents (whether or not recorded) which are referenced therein as title exceptions;
- 37 c. The most recent survey, ALTA (American Land Title Association) of the Property or if such a survey is not  
 38 available, the most recent survey of the Property prepared by a licensed Tennessee surveyor;
- 39 d. All soil reports covering any of the Property;
- 40 e. All cruise reports of existing timber on the Property;
- 41 f. All plans and specifications for Property improvements, including without limitation, diagrams of any outdoor  
 42 irrigation system;
- 43 g. All existing leases and subleases (including concession and license agreements for use of space within the  
 44 Property) and any amendments and letter agreements relating thereto, together with all correspondence to and  
 45 from tenants, and a written summary of any leases currently in negotiation, specifying the tenant, premises to be  
 46 leased, rents, and term and outlining all other material deal points;

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103 to any introduction or exposure to the Property by advertisements or postings appearing in any medium which  
 104 originated as a result of listing the Property with Firm. Notwithstanding the above, in the event that the Property is  
 105 sold to the prospective buyer by or through another licensed broker with whom Seller has signed an exclusive right to  
 106 sell contract or exclusive agency contract, after the date of expiration of the Listing Period, then no compensation shall  
 107 be owed to Firm by virtue of this Agreement. The compensation obligations set forth herein shall survive the  
 108 termination of this Agreement.

109 **D. Seller Breach or Failure to Close.** In the event that a ready, willing, and able buyer is produced and a contract results,  
 110 the Seller is obligated to compensate the Firm in the event that the Seller unlawfully fails to close by Seller's breach  
 111 of the contract. In the event that this occurs, Seller agrees to compensate Firm in an amount equal to the compensation  
 112 which would have been due and owing Firm had the transaction closed. Such compensation will be payable without  
 113 demand. Should the Firm consent to release the Listing prior to the expiration of the Listing Period, Seller agrees to  
 114 pay all costs incurred by the Firm to market the Property as a cancellation fee or other amount as agreed to by the  
 115 parties, in addition to any other sums that may be due to the Firm. Seller agrees to pay all reasonable attorney's fees  
 116 together with any court costs and expenses which real estate firm incurs in enforcing any of Seller's obligations to pay  
 117 compensation under this Listing Agreement. The parties hereby agree that all remedies are fair and equitable and  
 118 neither party will assert the lack of mutuality of remedies as a defense in the event of a dispute.

119 **E. Buyer Breach or Failure to Close.** Seller and Firm hereby agree that in the event of a failure of buyer to close under  
 120 an enforceable contract, actual compensation earned by the Firm would be extremely difficult or impractical to  
 121 ascertain. Accordingly, the parties agree that Firm shall be entitled to collect fifty percent (50%) of any Earnest  
 122 Money/Trust Money remitted to Seller up to the amount of compensation that would have been earned had the contract  
 123 closed, which the parties agree is a reasonable sum considering all of the circumstances existing as of the date of this  
 124 Agreement. The parties agree that said amount does not constitute a penalty. Moreover, such partial compensation  
 125 shall be credited against any future compensation due under this Listing Agreement or any extensions thereof.  
 126 Notwithstanding the foregoing, if the Seller prevails in a specific performance lawsuit then the Firm shall be entitled  
 127 to full compensation as outlined herein. The parties hereby agree that all remedies are fair and equitable and neither  
 128 party will assert the lack of mutuality of remedies as a defense in the event of a dispute.

129 **6. Earnest Money/Trust Money.** Firm is authorized to accept from buyer a deposit as Earnest Money/Trust Money to be  
 130 applied to the purchase price for the Property. Such deposit is to be held by Firm in an escrow or trustee account or  
 131 forwarded to party authorized to hold said funds as set forth in an executed contract for the purchase, lease, exchange, or  
 132 option agreement until disbursed in accordance with the terms of said agreement.

133 **7. Seller Indemnity.** Seller agrees that Firm is only responsible to pay compensation under the terms of this Agreement to  
 134 agents within the Firm or cooperating brokers who have dealt directly with the Firm in the sale of this Property. Seller  
 135 further agrees to hold Firm harmless and indemnify it from any claim, demand, action, liability or proceedings resulting  
 136 from claims for compensation made by anyone other than Firm or said cooperating brokers who have dealt directly with  
 137 the Firm in the sale of this Property and to provide for defense costs including reasonable attorney's fees for agents and  
 138 Firm in such an event. This indemnification shall survive the Closing and any other termination of this Agreement.

139 **8. Limits on Firm's Authority and Responsibility.** Seller acknowledges and agrees that Firm: (a) may show other properties  
 140 to prospective buyers who are interested in Seller's Property; (b) is not an expert with regard to matters that could be  
 141 revealed through a survey, title search, or inspection of the Property; for the condition of the Property, any portion thereof,  
 142 or any item therein; for any geological issues present on the Property; for the necessity or cost of any repairs to the Property;  
 143 for hazardous or toxic materials; for the availability and cost of utilities, septic or community amenities; for any conditions  
 144 existing off the Property that may affect the Property; for uses and zoning of the Property, whether permitted or proposed;  
 145 for applicable boundaries of school districts or other school information; for proposed or pending condemnation actions  
 146 involving the Property; for the appraised or future value of the Property; for termites and wood destroying organisms; for  
 147 building products and construction techniques; for the tax or legal consequences of a contemplated transaction; or for  
 148 matters relating to financing (Seller acknowledges that Firm (including its broker and affiliated licensees) is not an expert  
 149 with respect to the above matters and is hereby advised to seek independent expert advice on any of these matters which  
 150 are of concern to Seller. Seller further acknowledges that Seller has not relied upon any advice, representations or  
 151 statements of Firm (including its broker and affiliated licensees) and waives and shall not assert any claims against Firm  
 152 (including its broker and affiliated licensees) involving same); (c) shall owe no duties to Seller nor have any authority to act  
 153 on behalf of Seller other than what is set forth in this Agreement and those duties contained in the Tennessee Real Estate  
 154 Broker License Act of 1973 and the Tennessee Real Estate Commission Rules, as amended; (d) may make all disclosures  
 155 required by law and/or the Realtors® Code of Ethics; and (e) may disclose all information about the Property to others.  
 156 Seller agrees to hold Firm (including its broker and affiliated licensees) harmless from any and all claims, causes of action,  
 157 or damages (and shall indemnify Firm (including its broker and affiliated licensees) therefore) arising out of or relating to:  
 158 (a) Seller providing Firm incomplete and/or inaccurate information; (b) the handling of Earnest Money/Trust Money by

159 anyone other than Firm (if such earnest money/trust money is entrusted to such person by Seller); or (c) any injury to  
 160 persons on the Property and/or loss of or damage to the Property or anything contained therein.  
 161 Seller is responsible for compliance with state or federal law regarding usage of video or audio recording devices while  
 162 marketing or showing the property. Seller should seek legal advice regarding their rights or limitations related to their  
 163 actions.

164 **9. Foreign Investment in Real Property Tax Act (“FIRPTA”) Disclosure.**  
 165 *Seller is hereby notified to consult with Seller’s own closing attorney and tax professional concerning the applicability*  
 166 *of the Foreign Investment in Real Property Tax Act (“FIRPTA”) which may require tax withholding to be collected*  
 167 *from Seller at the Closing of any sale of the Property. Examples of this may include if the Seller can be classified as*  
 168 *one of the following:*

- 169 *Non United States citizen;*
- 170 *Non resident alien; or*
- 171 *Foreign corporation, partnership, trust, or estate.*

172 *It is Seller’s responsibility to seek independent tax advice prior to any Closing Date regarding such tax matters.*

173 **10. Extension.** If during the term of this Agreement, Seller and a prospective buyer enter into a real estate sales contract which  
 174 is not consummated for any reason whatsoever, then the original expiration date of this Agreement shall be extended for  
 175 the number of days that the Property was under contract.

176 **11. Required State Law Disclosures.**

- 177 (a) Firm agrees to keep confidential all information which Seller asks to be kept confidential by express request or  
 178 instruction unless Seller permits such disclosure in writing, by Seller’s subsequent work or conduct or such disclosure is  
 179 required by law or the Realtor® Code of Ethics.
- 180 (b) Firm may not knowingly give customers false information.
- 181 (c) In the event of a conflict between Firm’s duty not to give customers false information and the duty to keep the  
 182 confidences of Seller, the duty not to give customers false information shall prevail.
- 183 (d) Unless specified below in Special Stipulations, Firm has no other known agency relationships with other parties which  
 184 would conflict with any interests of Seller (except that Firm may represent other buyers, sellers, landlords, and tenants in  
 185 buying, selling or leasing property).

186 **12. Types of Agency.**

187 **A. Definitions**

- 188 **1. Designated Agent for the Seller.** The individual licensee that has been assigned by licensee’s Managing Broker  
 189 and is working as an agent for the Seller or Property Owner in this consumer’s prospective transaction, to the  
 190 exclusion of all other licensees in the company. Even if someone else in the licensee’s company represents a  
 191 possible buyer for this Seller’s Property, the Designated Agent for the Seller will continue to work as an advocate  
 192 for the best interests of the Seller or Property Owner. An agency relationship of this type cannot, by law, be  
 193 established without a written agency agreement.
- 194 **2. Agent for the Seller.** The licensee’s company is working as an agent for the Property Seller and owes primary  
 195 loyalty to the Seller. Even if the licensee is working with a prospective buyer to locate property for sale, rent, or  
 196 lease, the licensee and the company are legally bound to work in the best interests of any Property Owners  
 197 whose Property is shown to this prospective buyer. An agency relationship of this type cannot, by law, be  
 established without a written agency agreement.
- 198 **3. Facilitator / Transaction Broker (not an agent for either party).** The licensee is not working as an agent for  
 199 either party in this consumer’s prospective transaction. A Facilitator may advise either or both of the parties to a  
 200 transaction but cannot be considered a representative or advocate of either party. “Transaction Broker” may be  
 201 used synonymously with, or in lieu of, “Facilitator” as used in any disclosures, forms or agreements. [By law,  
 202 any licensee or company who has not entered into a written agency agreement with either party in the transaction  
 203 is considered a Facilitator or Transaction Broker until such time as an agency agreement is established.]
- 204 **4. Dual agency.** The licensee has agreements to provide services as an agent to more than one (1) party in a specific  
 205 transaction and in which the interests of such parties are adverse. This agency status may only be employed upon  
 206 full disclosure to each party and with each party’s informed consent.

207 **B. Seller’s Authorizations:**

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## 1. Designated Agency

- a. **Appointment of Designated Agent.** Seller hereby authorizes Managing Broker to appoint the Listing Licensee as Designated Agent for the Seller, to the exclusion of any other licensees associated with Firm. A Designated Agent for the Seller can and will continue to advocate Seller's interests in a transaction even if a Designated Agent for the buyer (other than the licensee below) is also associated with Firm. The Managing Broker hereby appoints Casey McCarroll to be the Designated Agent to the Seller in this transaction.
- b. **Appointment of Subsequent Designated Agent.** Seller hereby authorizes the Managing Broker, if necessary, to appoint a licensee, other than the licensee named above, as Designated Agent for the Seller, to the exclusion of any other licensees associated with Firm. This shall be accomplished through an amendment to this Agreement, if necessary.
- c. **Default to Facilitator in the event both parties are represented by the same Designated Agent.** The Designated Agent shall default to Facilitator status for all showings or transactions *involving the same Designated Agent for both the Seller and a prospective buyer*, immediately notifying (verbally) the buyer and the Seller of the need to default to this Facilitator status to be confirmed in writing prior to the execution of the contract. Upon any default to Facilitator status, the former Designated Agent must assume a neutral position and will not be an advocate for either the Seller or any prospective buyers.
- d. **Resumption of Agency Status.** In the event that the Designated Agent defaults to a Facilitator status, this Facilitator status will only be temporary. The Facilitator status will only last until any transaction or contemplated transaction in which the parties are all assisted by the same Facilitator is resolved (either because the transaction is closed or the transaction or contemplated transaction between these parties is terminated or not accepted and no further negotiations occur between the parties). At that time, the agent will immediately revert to Designated Agency status for the Seller.

## 2. Seller Agency

- a. **Default to Facilitator.** Seller hereby authorizes Firm and Listing Licensee to default to Facilitator status (representing the interests of neither the Seller nor the buyer) in any Property showings, negotiations, or transactions in which the Firm may also have a representation agreement with the buyer who is also being assisted by the Listing Licensee. In such event, Agent shall immediately notify (verbally) both the buyer and the Seller of the need to default to this Facilitator status and notification shall be confirmed in writing prior to the execution of the contract. As a Facilitator, Firm and Firm's licensee may assist the parties and provide information in subsequent negotiations in that transaction.
- b. **Resumption of Agency Status.** In the event that Firm and Listing Licensee default to a Facilitator status, this Facilitator status will only be temporary. The Facilitator status will only last until any transaction or contemplated transaction in which the parties are all represented by the Facilitator is resolved (either because the transaction is closed or contemplated transaction between the parties is terminated or not accepted and no further negotiations occur between the parties). At that time, the Firm and Listing Licensee shall immediately revert back to their status as Agent for the Seller.

13. **Agency.** Pursuant to Firm policy, Firm shall practice Designated (Designated or Seller Agency – choose one) in this transaction.

## 14. Other Provisions.

- A. **Binding Effect, Entire Agreement, Modification, and Assignment.** This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and permitted assigns. This Agreement may only be assigned with the written consent of both parties. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement.
- B. **Time of Essence.** Time is of the essence in this Agreement.
- C. **Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate; (3) the masculine shall mean the feminine and vice versa and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of Property.

D. **Governing Law and Venue.** This Agreement is intended as a contract for the listing of real property and shall be governed by and interpreted in accordance with the laws and in the courts of the State of Tennessee.

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262 **E. Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for  
263 any reason, each such portion or provision shall be severed from the remaining portions or provisions of this  
264 Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

265 **F. Party Information.**

266 Seller's address:  
268 2282 Central Ave.  
269 \_\_\_\_\_  
270 Memphis, TN 38104,  
271 Email: \_\_\_\_\_

Firm's address:  
54 S Cooper St  
\_\_\_\_\_  
Memphis TN 38104-4211  
Email: cmccarroll@sowellrealtors.com

272 **G. Fair Housing.** Firm and affiliated Licensees shall provide services without regard to race, color, creed, religion,  
273 sex, handicap, familial status, national origin, sexual orientation, or gender identity. A request to observe  
274 discriminatory practices in the sale, lease, exchange, or option of property will not be granted.

275 **15. Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of  
276 this Agreement. If any such exhibit or addendum conflicts with any preceding section, said exhibit or addendum shall  
277 control:  
278 Exhibit "A" Legal Description

285 **16. Special Stipulations.** The following Special Stipulations, if conflicting with any preceding section, shall control:  
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315  (Mark box if additional pages are attached.)

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316 **LEGAL DOCUMENTS: This is an important legal document creating valuable rights and obligations. If you have**  
317 **questions about it, you should review it with your attorney. Neither the Firm nor any Agent or Facilitator is authorized**  
318 **or qualified to give you any advice about the advisability or legal effect of its provisions.**

319 **NOTE: Any provisions of this Agreement which are preceded by a box "□" must be marked to be a part of this**  
320 **Agreement. By affixing your signature below, you also acknowledge that you have reviewed each page and have**  
321 **received a copy of this Agreement.**

322 The above is hereby accepted, \_\_\_\_\_ o'clock \_\_\_\_\_ M. on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

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

325 Casey McCarroll \_\_\_\_\_ Sowell, Realtors

326 **BY: Broker or Licensee Authorized by Broker** **BROKER/FIRM**

327 04/26/26 at 8:55 AM CDT o'clock  am/  pm 54 S Cooper St

328 **Date** Address **Memphis TN 38104-4211**

329 Casey McCarroll Phone: 901-278-4380

330 Print/Type Name Email: cmccarroll@sowellrealtors.com

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

332 Emily Walker \_\_\_\_\_

333 **SELLER/OWNER** **SELLER/OWNER**

334 By: Emily Walker \_\_\_\_\_ By: \_\_\_\_\_

335 Title: Owner \_\_\_\_\_ Title: \_\_\_\_\_

336 Entity: \_\_\_\_\_ Entity: \_\_\_\_\_

337 Emily Walker \_\_\_\_\_

338 Print/Type Name Print/Type Name

339 04/26/26 at 10:18 AM CDT o'clock  am/  pm \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm

340 **Date** **Date**

341 2282 Central Ave. Memphis, TN 38104 \_\_\_\_\_

342 Address Address

343 Phone: \_\_\_\_\_ (H) \_\_\_\_\_ (Cell) Phone: \_\_\_\_\_ (H) \_\_\_\_\_ (Cell)

344 \_\_\_\_\_ (W) Email: \_\_\_\_\_ (W) Email: \_\_\_\_\_

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# SOWELL REALTORS

## COMMERCIAL / INDUSTRIAL REAL PROPERTY DISCLOSURE

1 Upon the request from a prospective tenant of: (1) commercial real property of one thousand, five hundred (1,500) square feet  
 2 or less or (2) industrial real property of five thousand (5,000) square feet or less, an owner of such real property must disclose  
 3 to such tenant specific information about whether the property is in compliance with certain state and local codes for the type  
 4 of building to be leased. This completed form constitutes that disclosure by the owner. The information contained in the  
 5 disclosure is the representation of the owner and not the representation of the real estate licensee or sales person, if any. This  
 6 is not a warranty or substitute for any professional inspection or warranties that the tenant may wish to obtain.

### 7 Instructions to the Owner

8 Complete this form yourself and answer each question to the best of your knowledge. If an answer is an estimate, clearly label  
 9 it as such. If the answer to such question is unknown, please clearly state that the answer is unknown to you. The Owner  
 10 hereby authorizes any agent(s) representing any party in this transaction to provide a copy of this disclosure to any person or  
 11 entity in connection with any actual or anticipated lease of the subject property.

12 PROPERTY ADDRESS 2282 Central Avenue CITY Memphis  
 13 OWNER'S NAME(S) Emily Walker  
 14 PROPERTY AGE 1920 DATE OWNER ACQUIRED PROPERTY 04/11/2022

15 DOES OWNER OCCUPY THE PROPERTY?  YES  NO  
 16 IF OWNER DOES NOT OCCUPY PROPERTY, STATE LENGTH OF TIME SINCE THE OWNER OCCUPIED  
 17 PROPERTY: 02/22/2026

### 18 A. DISCLOSURES

19 1. FIRE CODES:  
 20 Is the subject property in compliance with all state fire codes?  YES  NO  Unknown  
 21 If no, please specifically state why the property is not in compliance with state fire codes:  
 22 \_\_\_\_\_  
 23 \_\_\_\_\_

24 Is the subject property in compliance with all local fire codes?  YES  NO  Unknown  
 25 If no, please specifically state why the property is not in compliance with local fire codes:  
 26 \_\_\_\_\_  
 27 \_\_\_\_\_

28 2. PLUMBING CODES:  
 29 Is the subject property in compliance with all state plumbing codes?  YES  NO  Unknown  
 30 If no, please specifically state why the property is not in compliance with state plumbing codes:  
 31 \_\_\_\_\_  
 32 \_\_\_\_\_

33 Is the subject property in compliance with all local plumbing codes?  YES  NO  Unknown  
 34 If no, please specifically state why the property is not in compliance with local plumbing codes:  
 35 \_\_\_\_\_  
 36 \_\_\_\_\_

37 3. ELECTRICAL CODES:  
 38 Is the subject property in compliance with all state electrical codes?  YES  NO  Unknown  
 39 If no, please specifically state why the property is not in compliance with state electrical codes:  
 40 \_\_\_\_\_  
 41 \_\_\_\_\_

42 Is the subject property in compliance with all local electrical codes?  YES  NO  Unknown  
 43 If no, please specifically state why the property is not in compliance with local electrical codes:  
 \_\_\_\_\_  
 \_\_\_\_\_

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**B. REMEDIES**

In the event an owner knowingly misrepresents information required to be disclosed by the act, the lessee's remedies, at the option of the lessee, for such misrepresentation on the disclosure statement shall be either:

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1. An action for actual damages suffered as a result of known defects existing in the property as of the date of execution of the lease. Any action brought under this subdivision shall be commenced within one (1) year from the date the lessee received the disclosure statement or the date of occupancy, whichever occurs first.

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**OR**

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2. Termination of the lease.

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**C. OWNER'S CERTIFICATION**

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I/we certify that the information contained herein, concerning the real property located at 2282 Central Avenue Memphis TN 38104, is true to the best of my/our knowledge as of the date signed. Should any of these conditions change prior to the occupation of this property, these changes will be disclosed in an addendum to this document. I hereby acknowledge receiving a copy of said disclosure statement.

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|---|---|
| <small>AuthentiSIGN</small>   |   |
| <i>Emily Walker</i>   |   |
| OWNER <u>Emily Walker</u>   | OWNER _____   |
| By: _____   | By: _____   |
| Title: _____  | Title: _____  |
| _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm | _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm |
| <b>Date</b>   | <b>Date</b>   |

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**Parties may wish to obtain professional advice and/or inspection of the property and to negotiate appropriate provisions in the lease agreement regarding advice, inspections, defects and/or code compliance.**

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**D. LESSEE'S ACKNOWLEDGEMENT**

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I/we certify that this disclosure statement is not intended as a substitute for any inspection, and that I/we have a responsibility to pay diligent attention to and inquire about those material defects which are evident by careful observation. I/we hereby acknowledge receiving a copy of said disclosure statement.

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|   |   |
|---|---|
| LESSEE _____  | LESSEE _____  |
| By: _____   | By: _____   |
| Title: _____  | Title: _____  |
| _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm | _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm |
| <b>Date</b>   | <b>Date</b>   |

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**ELECTRONIC SIGNATURES PURSUANT TO STATE AND FEDERAL LAW WILL SUFFICE FOR ACKNOWLEDGEMENT OF THE ABOVE CONFIRMATION.**

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# SOWELL REALTORS

## COMMERCIAL LEAD-BASED PAINT DISCLOSURE

1 *Federal law mandates that Sellers of housing constructed prior to 1978 must complete certain Lead-Based Paint*  
 2 *Disclosure requirements. These should be completed before the Buyer makes an offer and certainly before the*  
 3 *Seller accepts a purchase offer, otherwise the Buyer may not be obligated under any contract to purchase such*  
 4 *housing.*

5 **Lead Warning Statement**

6 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978  
 7 is notified that such property may present exposure to lead from lead-based paint that may place young children at  
 8 risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage,  
 9 including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead  
 10 poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is  
 11 required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections  
 12 in the Seller’s possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or  
 13 inspection for possible lead-based paint hazards is recommended prior to purchase.

14 Property Address: 2282 Central Avenue Memphis TN 38104

15 **Seller Disclosure**

16 ***Seller to check one box below:***

- 17  Seller has no knowledge, records, or reports of lead-based paint and/or lead-based paint hazards in the  
 18 housing.
- 19  Seller is aware of the presence of lead-based paint and/or lead-based paint hazards in the housing and has  
 20 provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint  
 21 hazards in the housing. List any records, reports and/or additional information, including but not limited to the  
 22 basis for the determination that lead-based paint and/or lead-based paint hazards exists, the location of the lead-  
 23 based paint and the conditions of the painted surfaces. This requirement includes records or reports regarding  
 24 common areas. It also includes records or reports of other residential dwellings in multifamily housing,  
 25 provided that such information is part of an evaluation or reduction of lead-based paint and/or lead-based paint  
 26 hazards in the target housing as a whole. If no reports or records are available, Seller shall indicate as such.

29 **Buyer Acknowledgment**

- 30 1) Buyer has received copies of all records, reports and information listed above (if any);  
 31 2) Buyer has read the Lead Warning Statement (above) and understands its contents;  
 32 3) Buyer has received the lead hazard information pamphlet, “Protect Your Family From Lead In Your Home”  
 33 (Copies available at <http://www.hud.gov> and <http://www.epa.gov>);  
 34 4) Buyer has received a 10-day opportunity (unless the parties mutually agreed upon a different period of  
 35 time) before becoming obligated under the contract to purchase the housing to conduct a risk assessment  
 36 or inspection for the presence of lead-based paint hazards. This opportunity is waived if Buyer checks the  
 37 second box below.

38 ***Buyer to check one box below:***

- 39  Contract is subject to Buyer’s approval of the results of a risk assessment or inspection of the property for the  
 40 presence of lead-based paint and/or lead-based paint hazards, to be completed at the Buyer’s expense. This  
 41 contingency shall be satisfied **within 10 calendar days after the Binding Agreement Date.**

Casey McCarroll

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42  Buyer *waives the opportunity to conduct a risk assessment or inspection* for the presence of lead-based paint  
43 and/or lead-based paint hazards.

44 **Licensee Acknowledgment**

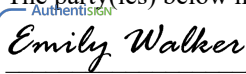
45 Licensees have informed the Seller of the Seller’s obligations under 42 U.S.C. § 4852d, as amended, and are aware  
46 of listing and selling licensees’ duty to ensure compliance.

47 **Certification of Accuracy**

48 The Sellers, Buyers, and Licensees have reviewed the information above and certify, to the best of their knowledge,  
49 that the information they have provided is true and accurate and they have received a copy hereof.

50 The parties agree that the Licensees' signatures on this document are for certification and acknowledgment purposes  
51 only as required and do not make either said Licensee a party to the Purchase and Sale Agreement.

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

53   
54 **SELLER** Emily Walker **SELLER**

55 **By:** \_\_\_\_\_ **By:** \_\_\_\_\_

56 **Title:** Owner **Title:** \_\_\_\_\_

57 **Entity:** \_\_\_\_\_ **Entity:** \_\_\_\_\_

58 04/26/26 at 10:18 AM CDT o'clock  am/  pm \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm

59 **Date** **Date**

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

61 \_\_\_\_\_ \_\_\_\_\_

62 **BUYER** **BUYER**

63 **By:** \_\_\_\_\_ **By:** \_\_\_\_\_


64 **Title:** \_\_\_\_\_ **Title:** \_\_\_\_\_

65 **Entity:** \_\_\_\_\_ **Entity:** \_\_\_\_\_

66 \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm

67 **Date** **Date**

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

69   
70 **REAL ESTATE LICENSEE FOR SELLER** 04/26/26 at 8:55 AM CDT o'clock  am/  pm  
71 **Casey McCarroll** **Date**

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

73 \_\_\_\_\_ at \_\_\_\_\_ o'clock  am/  pm

74 **REAL ESTATE LICENSEE FOR BUYER** **Date**

75 \_\_\_\_\_

For Information Purposes Only:

|                         |                      |
|-------------------------|----------------------|
| _____                   | _____                |
| <b>Sowell, Realtors</b> |                      |
| Listing Company         | Selling Company      |
| <b>Casey McCarroll</b>  |                      |
| Independent Licensee    | Independent Licensee |

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