

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION

In re:

Chapter 11

TAYLOR, BEAN & WHITAKER  
MORTGAGE CORP.,  
REO SPECIALISTS, LLC, and  
HOME AMERICA MORTGAGE, INC.

Case No. 3:09-bk-07047-JAF  
Case No. 3:09-bk-10022-JAF  
Case No. 3:09-bk-10023-JAF

Debtors.

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HOME AMERICA MORTGAGE, INC.,

Case No. 3:09-bk-10023-JAF

Applicable Debtor.

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**DEBTOR'S MOTION FOR AN ORDER AUTHORIZING THE  
SALE OF REAL PROPERTY FREE AND CLEAR OF ALL LIENS, CLAIMS,  
AND INTERESTS PURSUANT TO 11 U.S.C. § 363 AND RULES 2002 AND  
6004 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE**

HOME AMERICA MORTGAGE, INC., as debtor and debtor in possession (“HAM” or the “Debtor”), by and through its undersigned attorneys, hereby files its Motion for an Order Authorizing the Sale of Real Property Free and Clear of All Liens, Claims and Interests Pursuant to 11 U.S.C. § 363 and Rule 6004 of the Federal Rules of Bankruptcy Procedure (the “Motion”). In support of its Motion, the Debtor respectfully represents as follows:

**Jurisdiction and Venue**

1. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334. The subject matter of this Motion is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper in this district pursuant to 28 U.S.C. § 1408.

2. The statutory predicates for the relief sought in this Motion are Sections 363(b), (f) and (m) of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rule 6004 of the Federal Rules of Bankruptcy Procedure.

**Background**

*The Bankruptcy*

3. On November 25, 2009, (the “**Petition Date**”), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

4. HAM continues to manage its property as a debtor in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

5. No trustee or examiner has been appointed in this case and no official committee has yet been appointed pursuant to Section 1102 of the Bankruptcy Code.

6. HAM is a wholly-owned subsidiary of Taylor, Bean & Whitaker Mortgage Corp. (“**TBW**”), which filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code in this Court on August 24, 2009. Prior to the Petition Date, HAM was in the business of originating mortgage loans, which loans were subsequently assigned to TBW.

7. On or about January 19, 2010, the Court entered an Order Granting the Motion to Approve Joint Administration of HAM’s case with the case of TBW (Dkt. No. 34).

Description of Property to be sold and terms of Purchase Agreement

8. HAM's primary assets are a building, certain furnitures, fixtures, equipment, and associated real estate located at 950 Grayson Highway, Lawrenceville, GA 30045 (collectively, the "**Property**"). The Property includes an approximately 24,000 square foot building on approximately 8.2 acres. On information and belief, there are no liens on the Property.

9. The Debtor interviewed certain brokers to assist with the sale of the Property and ultimately entered into a listing agreement with CB Richard Ellis, Inc. ("**CBRE**").

10. On or about April 21, 2010, the Court entered an Order Granting Home America Mortgage, Inc.'s Application to Employ CB Richard Ellis, Inc. as Real Estate Broker (Dkt. No. 1314).

11. On or about December 15, 2010, the Debtor filed a Motion of Debtor Home America Mortgage, Inc. for an Order Authorizing the Sale of Real Property Free and Clear of All Liens, Claims, and Interests Pursuant to 11 U.S.C. § 363 and Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure (Docket No. 2280). On or about January 18, 2011, the Court entered an Order Granting Motion for Approval by Home America Mortgage for an Order Authorizing the Sale of Real Property Free and Clear of All Liens, Claims and Interests (Docket No. 2504). Unfortunately, the original buyer decided it did not want to consummate the sale and withdrew its offer during the due diligence period.

12. Jim Bob Taylor of CBRE has been actively marketing the Property for sale. As a result of such efforts, the Debtor has determined that it is in the best interest of the estate to accept an offer made by Community of Bosniaks Georgia, Inc. (the “**Buyer**”). The Debtor and Buyer have entered into a Purchase and Sale Agreement dated February 4, 2011 (the “**Agreement**”). A true and correct copy of the Agreement is attached hereto as Exhibit A and incorporated herein by reference.

13. The Buyer has no relationship with CBRE, the Debtor or any of its present or former employees.

14. Pursuant to the Agreement, the Buyer has agreed to pay \$1,250,000.00 (the “**Purchase Price**”) to the Debtor in accordance with the terms and conditions of the Agreement and in exchange for the Property (the “**Sale**”).

15. Pursuant to the terms of the Agreement, the Sale is subject to higher and better offers and Bankruptcy Court approval.

#### **Relief Requested**

16. The Debtor seeks the Court’s approval of the Sale pursuant to Sections 363(b), (f) and (m) of the Bankruptcy Code.

#### **Basis for Relief Requested**

17. Section 363(b) of the Bankruptcy Code provides that a debtor in possession “after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b). To approve a use, sale or lease of property out of the ordinary course of business, this Court must find “some articulated business justification.” Committee of Equity Sec. Holders v. Lionel Corp. (In

re Lionel Corp.), 722 F.2d 1063, 1070 (2nd Cir. 1983). See also In re Abbots Dairies of Pa., Inc., 788 F.2d 143, 145-47 (3d Cir. 1986) (implicitly adopting the articulated business justification test of Lionel Corp. and requiring show of good faith); In re Delaware & Hudson R. Co., 124 B.R. 169, 176 (D. Del. 1991) (concluding that Third Circuit adopted the “sound business purpose” test after the Abbots Dairies decision); In re Titusville Country Club, 128 B.R. 396, 399 (Bankr. W.D. Pa. 1991) (same).

18. In the exercise of its business judgment, the Debtor has determined that the proposed Sale to the Buyer offers the best opportunity to maximize the value of the Property for the benefit of the Debtor’s estate. Further, the proposed Sale does not foreclose the possibility of the Debtor receiving a higher and better offer prior to Bankruptcy Court approval.

19. Pursuant to Section 363(f) of the Bankruptcy Code, a debtor in possession may sell all or any part of its property free and clear of any and all liens on such property if (i) such a sale is permitted under applicable non-bankruptcy law, (ii) the party asserting such a lien consents to such sale, (iii) the interest is a lien and the purchase price for the property is greater than the aggregate amount of all liens on the property, (iv) the lien is the subject of a bona fide dispute, or (v) the party asserting the lien could be compelled, in a legal or equitable proceeding, to accept a money satisfaction for such interest. *See* 11 U.S.C. § 363(f). Bankruptcy Rule 6004(b) provides that any party claiming an interest in the Property must file and serve its objection at least seven (7) days prior to the proposed action or within such other time as fixed by the court. Fed. R. Bankr. P. 6004(b).

20. Upon information and belief and with respect to any entity that might claim an interest in the Property, the Sale complies with Section 363(f) of the Bankruptcy Code such that the Sale should be free and clear of any liens and interests.

21. Section 363(m) of the Bankruptcy Code provides that “[t]he reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith . . . “ 11 U.S.C. § 363(m).

22. CBRE’s marketing of the Property and the fact that the Agreement is subject to higher and better offers have created a fair, open and equitable opportunity for all potential interested parties. Accordingly, the Debtor requests that the party submitting the prevailing offer be determined to have acted in good faith and be entitled to the protections of a good faith finding pursuant to Section 363(m) of the Bankruptcy Code. *See, e.g., In re United Press Int’l, Inc.*, 1992 U.S. Bankr. LEXIS 842, at \*3 (Bankr. S.D.N.Y. 1992).

23. Rule 6004 of the Federal Rules of Bankruptcy Procedure provides that “[a]ll sales not in the ordinary course of business may be by private sale or by public auction.” Fed. R. Bankr. P. 6004(f)(1). The Debtor is satisfied that CBRE has marketed the Property so as to receive the highest value possible for the estate. The proposed Sale is proper by private sale under Bankruptcy Rule 6004.

24. Bankruptcy Rule 6004(h) provides that an “order authorizing the use, sale or lease of property . . . is stayed until the expiration of 14 days after entry of the order,

unless the court orders otherwise.” Fed. R. Bankr. P. 6004(h). The Debtor requests the Court to rule that the 14 day stay pursuant to Bankruptcy Rule 6004(h) does not apply, such that an order granting the Motion will be immediately effective.

25. Rule 6004(b) requires that any objection to a proposed sale must be filed and served not less than seven days before the date set for the proposed act or within the time fixed by the court. *See* Fed. R. Bankr. P. 6004(b). The Debtor requests the Court to require all objections to be filed and served within seven (7) days before the hearing to approve the Sale.

**WHEREFORE**, the Debtor respectfully requests that the Court enter an order:

- A. granting this Motion;
- B. authorizing the Sale free and clear of any liens, claims, and encumbrances;
- C. providing that the ultimate purchaser of the Property is a good faith purchaser under Section 363(m) of the Bankruptcy Code;
- D. vacating the fourteen (14) day stay provided for in Bankruptcy Rule 6004(h);
- E. requiring any objections to the Sale to be filed and served at least seven (7) days prior to the hearing on the Motion;

F. retaining jurisdiction to resolve any disputes associated with the Sale; and

G. providing such other and further relief as is just and proper.

Dated this 8<sup>th</sup> day of February, 2011.

/s/ Edward J. Peterson, III

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Attorneys for Debtor



## **EXHIBIT A**

## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** (the "Agreement") is made and entered into this 4 day of February, 2011 (the "Effective Date"), by and between **Home America Mortgage, Inc.**, a Florida corporation ("Seller"), and **Community of Bosniaks Georgia, Inc.**, a Georgia corporation ("Buyer").

### RECITALS:

- A. Seller is the owner of the Property (as hereinafter defined in Section 1 hereof).
- B. Buyer wishes to purchase and Seller desires to sell the Property pursuant to the terms and conditions set forth herein.

### AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants, representations, warranties and agreements contained herein, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged by the parties, it is hereby agreed as follows:

#### **SECTION 1. Definitions.**

For purposes of this Agreement, the following capitalized terms used herein shall have the meanings set forth below:

Bankruptcy Court. "Bankruptcy Court" means the United States Bankruptcy Court for the Middle District of Florida, Jacksonville Division.

Escrow Agent. "Escrow Agent" means Stichter, Riedel, Blain & Prosser, P.A.

Improvements. "Improvements" means that certain building containing approximately 24,000 square feet, and all other buildings, landscaping, parking and other improvements now or hereafter situated on the Real Property, and all right, title and interest appurtenant to the Improvements, including, without limitation, (a) any easement, right-of-way, license, interest, right and appurtenance of any kind relating to the Improvements, (b) any award from and after the Closing Date relating to any damage or any condemnation or other taking (whether permanent or temporary) of the Improvements or any rights related thereto and (c) any insurance proceeds relating to any casualty loss due and owing to Seller as a result of damage or destruction of all or any portion of the Improvements to the extent not applied by Seller to restore the Improvements.

Judgment. "Judgment" means any judgment, order, award, or decree of any court, governmental authority, regulatory body or arbitrator or any kind.

Judicial Action. "Judicial Action" means any action, lawsuit, claim, proceeding or investigation (or group of related actions, lawsuits, proceedings or investigations).

Personal Property. "Personal Property" means all right, title and interest of Seller in and to all equipment, furniture, furnishing, fixtures and personal property, if any, located at the Real Property or the Improvements or affixed to any of the Real Property or the Improvements.

Property. "Property" means the Real Property together with the Improvements and the Personal Property.

Real Property. "Real Property" means that certain parcel of real property located at 950 Grayson Hwy in Lawrenceville, Gwinnett County, Georgia, as more particularly described on Exhibit A attached hereto, together with all of Seller's right, title and interest appurtenant to such property, including, without limitation, (a) any easements, rights-of-way, licenses, mineral rights, water rights, water stock and all other interests, rights and appurtenances of any kind relating to the Real Property, (b) Seller's interest, if any, in any land lying in the bed of any highway, street, road, avenue, access way or in any easement, opened or proposed, in front of, at a side or adjoining the Real Property, and to the centerline thereof, (c) any award from and after the Closing Date relating to any damage or any condemnation or other taking (whether permanent or temporary) of the Real Property and the rights related thereto, and (d) any insurance proceeds relating to any casualty loss due and owing to Seller as a result of damage or destruction of all or any portion of the Real Property, to the extent not applied by Seller to restore the Real Property.

Seller's Knowledge. Statements made herein given by Seller "to the best of Seller's Knowledge" or "to Seller's knowledge" are based solely upon the actual knowledge of Matthew E. Rubin. Matthew E. Rubin has not conducted any investigation or inquiry with respect to the representations and warranties set forth herein made "to the best of Seller's knowledge" or "to Seller's knowledge" and Seller shall have no liability with respect to any such representations or warranties for any matter not actually known by Matthew E. Rubin.

Title Company. "Title Company" means First American Title.

## **SECTION 2. Purchase Price and Terms of Payment.**

The purchase price ("Purchase Price") for the Property is ONE MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,250,000.00). The Purchase Price shall be paid by Buyer as follows:

(a) Within three (3) business days after the Effective Date, Buyer shall deposit the sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) with the Escrow Agent via wire transfer to the account and financial institution identified on Exhibit B attached hereto and incorporated herein by reference (the "Wiring Instructions"), which monies

the Escrow Agent shall deposit in an interest bearing account at a federally insured financial institution (the "Account") within two (2) days after receipt thereof. The deposit together with interest thereon, shall hereinafter collectively be called the "Earnest Money". Buyer shall be entitled to all interest accumulating on the Earnest Money, unless Seller is entitled to retain the Earnest Money as liquidated damages pursuant to the terms of Section 14 below. Buyer's taxpayer identification number is 51-0651926.

(b) Upon Closing, the Earnest Money shall be paid to Seller and applied against the Purchase Price, and the balance of the Purchase Price shall be paid to Seller in immediately available funds.

### **SECTION 3. Conveyance and Title.**

Subject to the terms and conditions of this Agreement and for the consideration set forth herein, Seller agrees to convey, transfer, assign, sell and deliver to Buyer at Closing all of the following:

(a) Fee simple title to the Real Property and Improvements, by Limited Warranty Deed, subject only to the Permitted Exceptions and the lien for ad valorem taxes that are not yet due and payable (the legal description for the Real Property to be used in the Limited Warranty Deed to Buyer shall be the legal description pursuant to which Seller obtained title to the Real Property).

(b) All of Seller's right, title and interest, to the extent assignable, if any, in and to the Personal Property.

Seller agrees to deliver possession of the Property on the Closing Date to Buyer, in broom-clean, as-is condition and free of any lease or other right of possession or claim of right of possession by any person or entity, except for the Permitted Exceptions.

### **SECTION 4. Title.**

(a) At Closing, Seller shall convey to Buyer fee simple title to the Property, subject only to the Permitted Exceptions and the lien of ad valorem taxes that are not yet due and payable.

(b) Buyer may cause the Title Company to issue a commitment for title insurance (the "Title Commitment") and shall notify Seller, in writing, of any objections as Buyer may have to anything contained in the Title Commitment and any survey Buyer obtains of the Property, provided, however, that Buyer hereby agrees that it shall not be permitted to object to exceptions to title or matters of survey that do not either (i) affect the marketability or insurability of the title to the Real Property or (ii) prohibit or materially and adversely impair the use of the Real Property as a general office facility. Any item contained in the Title Commitment or any matter that would be shown by a current "As-built" survey of the Property to which Buyer does not object during the Due Diligence Period will be deemed a "Permitted Exception". In the event

Buyer notifies Seller of objections to title or to matters shown on a survey prior to the expiration of the Due Diligence Period, Seller will have the right, but not the obligation, to attempt to cure such objections. Within ten (10) days after receipt of Buyer's notice of objections, Seller will notify Buyer in writing if Seller elects to attempt to cure such objections ("Seller's Cure Notice"). If Seller provides no notice, Seller shall be deemed to have elected not to cure any of Buyer's objections. If Seller elects to attempt to cure such objections, Seller will have until the Closing Date to attempt to remove, satisfy or cure the same. If Seller elects not to cure such objections prior to the Closing (whether expressly or by Seller's failure to respond within the aforementioned ten (10) day period), then Buyer will have the following options: (i) to accept a conveyance of the Property subject to the Permitted Exceptions, specifically including any matter objected to by Buyer that Seller is unwilling or unable to cure, and without reduction of the Purchase Price; or (ii) to terminate this Agreement by sending written notice thereof to Seller, and upon delivery of such notice of termination, this Agreement will terminate and the Earnest Money will be returned to Buyer, and thereafter neither party hereto will have any further rights, obligations or liabilities hereunder except with regard to any breach or default existing as of that date or to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement. If Seller notifies Buyer that Seller does not intend to attempt to cure any title objection (whether by lapse of time or by specific notice), Buyer will, within five (5) days after (a) the date of such Seller's Cure Notice or (b) the deadline for Seller to provide Seller's Cure Notice to Buyer, notify Seller in writing whether Buyer elects to accept the conveyance under clause (i) above or to terminate this Agreement under clause (ii) above. In the event that any title exceptions or survey matters arise after Buyer's initial title search that are unacceptable to Buyer (subject to the provisions of this Section 4), Buyer may after the discovery thereof notify Seller, in which event Seller shall within five (5) days after Buyer's notice deliver written notice to Buyer of whether it will attempt to cure such objection, and in the event Seller elects not to cure such objection (or fails to respond within such five (5) day period, which shall be treated as an election not to cure such objection), then upon such election not to cure, or in the event that Seller elects to cure same and fails to so cure it prior to Closing, then Buyer may elect either of the options set forth in subclauses (i) and (ii) above.

#### **SECTION 5. Inspection and Cooperation.**

(a) Buyer and its invitees and agents may during the period beginning on the Effective Date and continuing until the date that is thirty (30) days after the Effective Date (the "Due Diligence Period"), at its own cost, enter upon the Property to conduct all inspections and investigations of the condition and all other aspects of the Property that it may deem necessary or desirable, including, but not limited to, surveys, tests, studies, inquiries, investigations and reviews relating to the Property. Notwithstanding the foregoing, Buyer may not perform any tests of the Property of an intrusive or disruptive nature (including soil borings or the installation of monitoring wells) without the prior written consent of Seller, which consent shall not be unreasonably delayed or withheld. If Seller fails to respond within three (3) business days of receipt of a request from Buyer to perform a test of or upon the Property, then such failure shall be deemed an election by Seller to prohibit such testing. Buyer agrees to provide Seller with not less than forty-eight (48) hours prior written notice of any entry onto the Property by Buyer

and/or its agents. Seller or any representative of Seller may be present during any and all inspections or examinations of the Property.

(b) Prior to, and as a condition to any entry onto the Property by Buyer or its agents for the purposes set forth in this Section 5, Buyer shall deliver to Seller a certificate of insurance evidencing commercial general liability coverage (including coverage for contractual indemnities) with a combined single limit of at least \$1,000,000.00 per occurrence and \$2,000,000 aggregate, in a form reasonably acceptable to Seller, covering any activity, accident or damage arising in connection with Buyer or agents of Buyer on the Property, and naming Seller as an additional insured.

(c) Any tests conducted in connection with such inspections shall be conducted so as not to damage the Property and/or interfere with the use of the Property by Seller. Buyer agrees to repair or restore promptly any damage to the Property caused by Buyer, its agents, contractors and invitees. All such entries onto the Property shall be at the risk of Buyer, and Seller shall have no liability for any injuries sustained by Buyer or any of Buyer's agents, contractors or invitees. Buyer agrees to indemnify and hold Seller harmless from and against any and all loss, claim, action, demand or liability that may arise against Seller or the Property by virtue of any inspections, tests or studies of the Property, which indemnity shall survive Closing or termination of this Agreement. Upon completion of Buyer's investigations and tests, Buyer shall restore the Property to substantially the same condition as it existed before Buyer's entry upon the Property.

(d) Upon any termination of this Agreement by Buyer during the Due Diligence Period (which Buyer has the right to do for any reason as determined by Buyer) by delivery of a written notice to Seller terminating this Agreement given prior to the end of the Due Diligence Period, this Agreement shall be terminated. Upon any such termination, the Earnest Money shall be immediately returned to Buyer and neither party hereto shall have any liability to the other except for the obligations of Buyer set forth in Section 5(c) hereof. If this Agreement is not terminated during the Due Diligence Period, then notwithstanding any contrary provision set forth herein, the Earnest Money shall not be refundable to Buyer, absent a default hereunder by Seller or a failure of any of the conditions set forth in Section 11 hereof and a termination of this Agreement by Buyer.

#### **SECTION 6. Closing.**

The consummation of the transactions contemplated hereby shall be held at the offices of Escrow Agent or by mail, or at such other place as the parties may mutually agree. As used in this Agreement, "Closing" means the delivery of the deed to Buyer, the delivery of the other closing documents contemplated hereunder and the delivery of the Purchase Price to Seller in immediately available funds. The Closing shall occur on or before the date that is twenty (20) days after the entry of an order by the Bankruptcy Court in the Seller's Chapter 11 Bankruptcy Case approving this Agreement (the "Approval Order"), or on such other date as the parties may mutually agree ("Closing Date").

**SECTION 7. Expenses of Closing.**

Seller shall pay and be responsible for the following costs: (i) documentary stamp taxes or transfer taxes on the transfer of the Property unless the Seller is exempt from paying the same under the United States Bankruptcy Code or by order of the Bankruptcy Court; and (ii) one-half of any escrow fees. Buyer shall pay and be responsible for the following costs: (i) all recording and filing fees for all recordable instruments executed and delivered by Seller at the Closing pursuant to the terms hereof, other than those recording and filing fees that are the responsibility of Seller as set forth above; (ii) any title examination fees or charges incurred by Buyer in connection with its furnishing of the Title Commitment and any premium for any title insurance and endorsements purchased by Buyer; (iii) all costs associated with any survey of the Property; (iv) one-half of any escrow fees; and (v) all costs associated with Buyer's financing obtained in connection with this transaction. Each party shall be responsible for its own attorneys' fees and costs, except as provided otherwise by this Agreement.

**SECTION 8. Closing Documents.**

Seller shall execute and deliver the following documents at Closing:

- (a) Limited Warranty Deed, subject only to the Permitted Exceptions, together with the standard PT-61 Real Estate Transfer Tax Declaration to be filed in connection therewith.
- (b) Seller's affidavit affirming that no labor has been performed on the Real Property and Improvements within ninety (90) days prior to the Closing Date (or if work has been performed certifying as to payment in full and/or waiving lien rights as to the Real Property and Improvements) and that there are no outstanding liens or rights to claim liens against the Real Property or Improvements.
- (c) Executed closing statement itemizing the dollar amount of all financial matters relating to the Closing, including the adjustments and prorations provided herein.
- (d) A FIRPTA affidavit.
- (e) Bill of sale with respect to the Personal Property (if any) to be conveyed hereunder, free and clear of all liens, claims and encumbrances.
- (f) A standard form Seller's affidavit regarding brokerage services.
- (g) Such evidence of Seller's authority as is reasonably requested by Buyer or the Title Company.

Buyer shall execute and/or deliver, as applicable, the following at Closing:

- (a) The balance of the Purchase Price in immediately available funds, as adjusted pursuant to Section 2 and Section 9 of this Agreement.

(b) A standard form Buyer's affidavit regarding brokerage services.

(c) Executed closing statement, itemizing the dollar amount of all financial matters related to the Closing, including the adjustments and prorations provided for herein.

(d) Such other documents as may be reasonably necessary or desirable in consummating the transaction contemplated by the Agreement, including evidence of the authority of the person(s) executing the closing documents on behalf of Buyer.

**SECTION 9. Prorations and Allocations.**

(a) Ad valorem taxes, assessments, utility charges and other operating expenses (if any) of the Property shall be prorated so that Buyer pays all of such charges during the period from and after the Closing Date and Seller pays all such amounts prior to such period.

(b) Any errors or omissions in computing the adjustments or apportionments at Closing shall be corrected promptly thereafter.

**SECTION 10. Covenants Pending Closing.**

Following execution of this Agreement and at all times prior to the Closing:

(a) Operation of Real Property and Improvements. Seller shall (i) maintain the Real Property and Improvements substantially in the same manner as heretofore conducted and existing and in all events in the ordinary course of business, and (ii) refrain from disposing of any Property, entering into any leases or agreements or otherwise entering into any transaction inconsistent with the transactions contemplated by this Agreement.

(b) Insurance. Seller shall keep the Real Property and Improvements insured against fire and other hazards and shall maintain liability insurance with respect to the Real Property and Improvements, and all such policies shall be kept in full force and effect until the Closing Date.

**SECTION 11. Conditions Precedent to Closing.**

(a) The obligations of Buyer under this Agreement are subject to the fulfillment on or before the Closing Date of the following conditions precedent, any one or more of which conditions may, at the option of Buyer, be waived in writing by Buyer:

(i) The representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date, with the same force and effect as made on the Closing Date.

(ii) The execution by Seller (and all other required parties) and delivery of all documents required under Section 8 hereof.



(b) The obligations of Seller under this Agreement are subject to entry of the Approval Order. Except for a failure by Seller to deliver the documents referenced in subsection (ii) above after entry of the Approval Order, a failure of any of the conditions precedent set forth above shall not constitute a default hereunder by Seller but shall entitle Buyer to terminate this Agreement and receive a refund of the Earnest Money and upon any such termination, neither party hereto shall have any liability to the other except for provisions that expressly survive the termination of this Agreement.

**SECTION 12. Brokerage Commission.**

The parties acknowledge that Seller is represented by CB Richard Ellis and the Buyer is represented by Realty Professionals and the parties represent and warrant to each other that no other brokers are involved in this transaction. Pursuant to the terms of a separate written agreement, Seller shall pay at Closing a brokerage commission to CB Richard Ellis and Realty Professionals, if and only if the Closing occurs. Seller shall not be obligated to pay any amount to any other broker claiming by, through or under Buyer. Buyer and Seller agree that in the event of a breach of the warranties, representations or covenants set forth in this Section, then the breaching or defaulting party shall indemnify and hold the other harmless with respect to any loss or claim, including all attorneys' fees and costs of litigation through appellate proceedings. This Section shall survive the Closing.

**SECTION 13. Establishment of Escrow.**

(a) The terms and conditions set forth in this Agreement shall constitute both an agreement between Seller and Buyer and instructions for Escrow Agent. Seller and Buyer shall promptly execute and deliver to Escrow Agent any separate or additional escrow instructions requested by Escrow Agent that are consistent with the terms of this Agreement. Any separate or additional instructions shall not modify or amend the provisions of this Agreement unless otherwise expressly agreed by mutual consent of Buyer and Seller. Buyer and Seller both hereby acknowledge and agree that Escrow Agent shall hold and deliver the Earnest Money and all other deposits that may be made under this Agreement in accordance with the terms and conditions of this Agreement and that Escrow Agent shall be relieved of all liability and held harmless by both Seller and Buyer in the event Escrow Agent makes any disbursement of such monies in accordance with the terms and provisions of this Agreement. Escrow Agent shall be relieved from any responsibility or liability and held harmless by both Buyer and Seller in connection with the discharge of Escrow Agent's duties hereunder provided that Escrow Agent exercises ordinary and reasonable care in the discharge of such duties.

(b) The Earnest Money shall be placed in an interest-bearing account of a federally insured financial institution within two (2) days of receipt thereof. All interest earned on the Earnest Money shall belong to Buyer unless Buyer defaults under the terms of this Agreement, in which event all interest earned on the Earnest Money shall belong to Seller. Escrow Agent shall not be responsible for any fluctuations in interest rate paid on the deposit(s) or for penalties for early withdrawal.

**SECTION 14. Default and Remedies.**

(a) Seller's Default. If the sale and purchase of the Property contemplated by this Agreement is not consummated because Seller defaults hereunder, then Buyer may, as its sole and exclusive remedy, either (i) terminate this Agreement and upon such termination, the Earnest Money shall be returned to Buyer and neither party shall have any liability or obligation to the other, except for the indemnity obligations of Buyer set forth in Section 5(c) hereof, or (ii) seek specific performance of this Agreement, provided that any suit for specific performance must be brought within thirty (30) days of Seller's default hereunder, Buyer waiving the right to bring suit at any later date. A termination because of condemnation, casualty or any other cause beyond Seller's reasonable control shall not be deemed a default by Seller hereunder and a failure of any of the conditions precedent to Buyer's obligations hereunder that are not within the reasonable control of Seller shall not constitute a default hereunder.

(b) Buyer's Default. If the sale and purchase of the Property contemplated by this Agreement is not consummated because of Buyer's default hereunder, the Escrow Agent shall (after first giving Buyer five (5) days prior written notice) pay over the Earnest Money to Seller, as Seller's sole and exclusive remedy hereunder for such default of Buyer, the parties hereto acknowledging that it is impossible to estimate more precisely the damages that might be suffered by Seller upon Buyer's default. Seller's retention of said Earnest Money is intended not as a penalty, but as full liquidated damages. The right to receive and retain the Earnest Money as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Buyer.

**SECTION 15. Warranties and Representations of Buyer.**

Buyer hereby warrants and represents as of the Effective Date and as of the Closing Date to, and covenants and agrees with, Seller as follows:

(a) Legal Capacity. Buyer has full legal capacity to execute and deliver this Agreement and to perform all of its obligations hereunder.

(b) Power. This Agreement and all other agreements, instruments and documents required to be executed or delivered by Buyer pursuant hereto have been or (if and when executed) will be duly executed and delivered by Buyer, and are or will be legal, valid and binding obligations of Buyer. No governmental consents and permissions are required to be obtained by Buyer for the execution and performance of this Agreement and the other documents to be executed by Buyer hereunder. The consummation of the transactions contemplated herein and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, any agreement or document to which Buyer is a party or by which it is bound, or any order, rule or regulation of any court or of any federal or state regulatory body or any administrative agency or any other governmental body having jurisdiction over Buyer.

(c) No proceedings. There is not now pending or, to Buyer's knowledge, threatened, any action, suit or proceeding, legal, equitable or otherwise, before any court or governmental agency or body that might adversely affect Buyer's ability to perform its obligations hereunder.

**SECTION 16. Warranties and Representations of Seller.**

Seller represents, warrants and covenants to Buyer and agrees that, to the best of Seller's knowledge, at and as of the Effective Date and at and as of the Closing Date, the following statements shall be true in all material respects:

(a) Power. Seller has full power to own the Property.

(b) Authority Relative to this Agreement. Subject to entry of the Approval Order, the execution, delivery and performance of this Agreement and the closing documents by Seller and the execution, delivery and performance by each individual and/or entity signing this Agreement on behalf of Seller, has been duly authorized and approved by all requisite action on the part of Seller.

(c) FIRPTA. Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the United States Bankruptcy Code.

(d) Survival. The above representations and warranties shall be true and correct both as of the Effective Date and the Closing Date; provided, however that if prior to the Closing Date, Seller discloses to Buyer in writing any inaccuracy or misstatement, Buyer may, at its option and as its sole remedy, either (i) waive the breach and proceed with the Closing, in which case Seller will have no continuing liability with respect thereto, or (ii) elect to terminate this Agreement and receive a return of the Earnest Money as its sole remedy. All representations and warranties of Seller in this Agreement shall terminate at Closing and Seller shall have no liability thereafter with respect to such representations and warranties. If Buyer, prior to the Closing Date, has notice of or independent knowledge that a representation or warranty of Seller is not true and correct, but fails to bring such untrue or incorrect representation or warranty to Seller's attention prior to the Closing Date, Buyer shall not be permitted to assert any claims against Seller, nor shall Seller have any liability for, the untruth or incorrectness of any such representation or warranty.

(e) Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE CLOSING DOCUMENTS TO BE PROVIDED BY SELLER PURSUANT TO SECTION 8 ABOVE, BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C)

THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES OR USES THAT BUYER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OF MATERIAL, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS, OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. ADDITIONALLY, NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF BUYER ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, AGREEMENT, STATEMENT, WARRANTY, GUARANTY OR PROMISE REGARDING THE PROPERTY OR THE TRANSACTION CONTEMPLATED HEREIN; AND NO SUCH REPRESENTATION, AGREEMENT, STATEMENT, WARRANTY, GUARANTY OR PROMISE, IF ANY, MADE BY ANY PERSON ACTING ON BEHALF OF SELLER SHALL BE VALID AND BINDING UPON SELLER UNLESS EXPRESSLY SET FORTH HEREIN. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND BUYER AGREES TO ACCEPT THE PROPERTY AT THE CLOSING AND EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WAIVE ALL OBJECTIONS OR CLAIMS AGAINST SELLER (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATION AS TO THE ACCURACY, TRUTHFULNESS OR COMPLETENESS OF SUCH INFORMATION EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENT, REPRESENTATION OR INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, CONTRACTOR, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE

FOREGOING. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING OR ANY TERMINATION HEREOF.

**SECTION 17. Risk of Loss.**

Seller shall maintain the Improvements on the Property until the Closing Date, ordinary wear and tear excepted. Notwithstanding the foregoing, in the event of any damage or other casualty to the Property exceeding the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) in repair costs prior to Closing, Seller shall immediately give notice of the same to Buyer, and Buyer shall be entitled to terminate this Agreement or close hereunder without any reduction in the Purchase Price, except that Seller shall assign without recourse or warranty to Buyer any insurance proceeds payable to Seller with respect to such damage or casualty, together with the amount of any deductible or other self-insured amount. In the event Buyer terminates this Agreement due to such damage or casualty, the Earnest Money shall be refunded to Buyer. For any damage or other casualty to the Property prior to Closing for which repair costs equal or are less than One Hundred Thousand and No/100 Dollars (\$100,000.00), Buyer shall not be entitled to terminate this Agreement except as otherwise set forth herein, Seller shall assign without recourse or warranty to Buyer any insurance proceeds payable to Seller with respect to such damage or casualty, together with the amount of any deductible or other self-insured amount, but Buyer shall not be entitled to any reduction of the Purchase Price at Closing.

**SECTION 18. Condemnation.**

If any authority having the right of eminent domain shall commence negotiations with Seller or shall commence legal action against Seller for the damaging, taking or acquiring of all or any part of the Property, either temporarily or permanently, by condemnation or by exercise of the right of eminent domain, Seller shall immediately give notice of the same to Buyer. Upon the occurrence of any of the foregoing events, Buyer shall have the right, at its option, to terminate this Agreement by giving notice thereof to Seller on or before the Closing Date, in which event Buyer shall be released of all further obligations hereunder and Buyer's Earnest Money and any other deposit(s) made by Buyer together with any interest earned thereon shall be returned to Buyer. If Buyer does not so terminate this Agreement, the Purchase Price for the Property shall be reduced by the total of any awards, settlement proceeds or other proceeds received by Seller prior to the Closing Date with respect to any damage or taking. At the Closing, Seller shall assign to Buyer all rights of Seller in and to any future awards, settlement proceeds or other proceeds that are payable on or after the Closing Date. The risk of condemnation or eminent domain shall be borne by Seller until the Closing Date. In the event of any negotiations with any authority regarding the payment of any awards or other sums or regarding any settlement on account of any damaging, taking or acquiring through condemnation or eminent domain, Seller will inform Buyer of all such negotiations of which Seller has notice and will permit Buyer to take part therein.

**SECTION 19. Notice.**

All notices required or allowed by this Agreement shall be delivered in person, by third party courier (including an overnight courier service such as Federal Express) or by certified mail, return receipt requested, postage prepaid, addressed to the party or person to whom notice is to be given at the following addresses:

To Seller: Home America Mortgage, Inc.  
c/o Navigant Capital Advisors, LLC  
5215 Old Orchard Rd, Suite 850  
Skokie, IL 60077  
office 847.583.2804  
Attn: Matthew E. Rubin, Director

With a copy to: Edward J. Peterson, III  
Stichter, Riedel, Blain & Prosser, P.A.  
110 East Madison St, Suite 200  
Tampa, FL 33602  
office 813.229.0144

With a copy to: CB Richard Ellis, Inc.  
3280 Peachtree Rd, NE, Suite 1400  
Atlanta, GA 30305  
office 404.923.1203  
Attn: Jim Bob Taylor

To Buyer: Community of Bosniaks Georgia, Inc  
2755 Georgia Hwy 124  
Snellville, Georgia 30078  
office 770-978-4603  
Attn: Nail Cubro

With a copy to: Realty Professionals  
3746 Chamblee Tucker Rd  
Atlanta, Georgia 30341  
office 770-491-1494  
Attn: Armin Mehmedovic

Notice shall be deemed to have been given upon the date of mailing or deposit with an expedited mail service, unless a response is required or contemplated hereunder, in which case same shall be deemed given upon receipt. The addresses for the purpose of this paragraph may be changed by giving notice as provided herein; provided, however, that unless and until such

written notice is actually received, the last address stated herein shall be deemed to continue in effect for all purposes hereunder.

**SECTION 20. Entire Agreement.**

This Agreement constitutes the entire agreement of the parties with respect to the Property described herein. This Agreement may not be amended or modified orally. All understandings and agreements heretofore between the parties with respect to the Property are merged in this Agreement, which alone fully and completely expresses their understanding. Handwritten provisions shall supersede typewritten provisions.

**SECTION 21. No Waiver.**

No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

**SECTION 22. Amendments.**

This Agreement may not be amended, modified, altered or changed in any respect whatsoever except by further agreement in writing duly executed by the parties hereto.

**SECTION 23. Captions.**

The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision hereto.

**SECTION 24. Assignment.**

Neither Buyer nor Seller shall have the right to assign this Agreement without the prior written consent of the other party, which consent may be withheld in such party's sole discretion.

**SECTION 25. Successors.**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns and legal representatives.

**SECTION 26. Time.**

Time is of the essence with respect to all matters contained herein. Whenever any time period is to be computed hereunder, the day from which the period shall run is not to be included, and any period ending on a Saturday, Sunday or legal holiday will be extended to the next business day.

**SECTION 27. Counterparts.**

This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by and delivered to each of the parties.

**SECTION 28. Validity.**

In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Agreement shall remain in full force and effect.

**SECTION 29. No Recordation.**

Neither this Agreement nor any notice or memorandum thereof shall be recorded in the public records of any jurisdiction.



**SECTION 30. Miscellaneous.**

Whenever used, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

**SECTION 31. Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State in which the Property is located.

**SECTION 32. Attorneys' Fees.**

If any action, suit, or other proceeding is instituted to remedy, prevent or obtain relief from a default in the performance by any party to this Agreement of its obligations under this Agreement, the prevailing party shall be reimbursed by the other party hereto for all of such party's reasonable attorneys' fees incurred in each and every such action, suit, or other proceeding, including any and all appeals or petitions therefrom.

**SECTION 33. Termination of Agreement.**

It is understood and agreed that if either Buyer or Seller terminates this Agreement pursuant to a right of termination granted hereunder, such termination shall operate to relieve Seller and Buyer from all obligations under this Agreement, except for any breach or default hereto occurring and such obligations as are specifically stated herein to survive the termination of this Agreement.

**SECTION 34. Further Assurances.**

Each party agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. Without limiting the generality of the foregoing, Buyer shall, if requested by Seller, execute acknowledgments of receipt with respect to any materials delivered by Seller to Buyer with respect to the Property. The provisions of this Section 34 shall survive Closing.

**SECTION 35. Limitation of Seller's Liability.**

Notwithstanding any contrary provision contained herein, (i) the liability of Seller hereunder (whether for a breach of this Agreement prior to closing, a breach of a representation or warranty, or otherwise) shall in no event exceed the interest of Seller in the Property and any judgments rendered against Seller shall be satisfied solely out of the proceeds of the sale of its interest in the Property and (ii) no member, employee, director, or officer of Seller shall have any

personal liability related to or arising under this Agreement. The provisions of this Section 35 shall survive Closing.

**SECTION 36. Jurisdiction and Venue.**

The Bankruptcy Court shall have exclusive jurisdiction of all issues and matters relating to this Agreement. The venue for any action relating to the Agreement shall be in the Bankruptcy Court.

**SECTION 37. Bankruptcy Court Approval.**

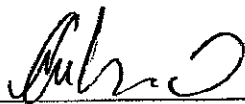
(a) Buyer acknowledges and agrees that this Agreement is subject to Bankruptcy Court approval and is subject to receipt by Seller of higher and better offers for the Property during the Bankruptcy Court approval process.

(b) This Agreement shall be null and void if the Approval Order is not entered on or before the date that is one hundred twenty days after the Effective Date.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

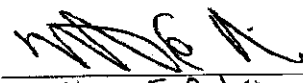
**BUYER:**

**COMMUNITY OF BOSNIAKS GEORGIA, INC**

By:   
Name: NAIL CUBRO  
Title: PRESIDENT

**SELLER:**

**HOME AMERICA MORTGAGE, INC.**

By:   
Name: Matthew E. Rubin  
Title: CFO

Attachments:

Exhibit A -- Legal Description of the Real Property

Exhibit B -- Wiring Instructions

Exhibit A

Legal Description of the Real Property

**ALL THAT TRACT** or parcel of land lying and being in Land Lots 139 and 150 of the 5th Land District, Gwinnett County, Georgia, containing 8.2901 acres as shown on a Topographical Survey for Gold Kist, Inc. dated September 30, 1987, recorded in Plat Book 43, Page 96, and more particularly described according to said survey as follows:

**BEGINNING** at a point marked by an iron pin on the Northwestern right of way line of Park Place Drive (60-foot right of way) located 250.00 feet Northeastly as measured along said right of way line from its point of intersection with the Northeastly right of way line of Georgia Highway No. 20; run thence North 16 degrees 23 minutes 34 seconds West 250.00 feet to an iron pin; run thence South 60 degrees 07 minutes 39 seconds West 250.00 feet to an iron pin on the Northeastly right of way line of Georgia Highway No. 20; run thence along said right of way line North 16 degrees 23 minutes 34 seconds 218.26 feet to a point marked by an iron pin; run thence North 10 degrees 03 minutes 06 seconds East 111.66 feet to an iron pin; run thence North 16 degrees 22 minutes 10 seconds West 100.34 feet to an iron pin; run thence North 58 degrees 29 minutes 31 seconds East 566.41 feet to a point marked by a R-Bar found; run thence South 16 degrees 23 minutes 07 seconds East 733.29 feet to a point on the Northwestern right of way line of Park Place Drive; run thence along said right of way line South 60 degrees 07 minutes 39 seconds West 363.40 feet to a point marked by an iron pin, which is the place or point of beginning.

**LESS & EXCEPT** property described in Warranty Deed from Gold Kist, Inc. to Department of Transportation, State of Georgia, dated December 21, 1987, filed December 22, 1987, recorded in Deed Book 4692, Page 4, Gwinnett County, Georgia records.

**TOGETHER WITH** all right, title and interest in and to that certain easement from Delta Evelyn Ewing to Gold Kist, Inc., dated November 19, 1987, filed November 20, 1987, recorded in Deed Book 4645, Page 339, Gwinnett County, Georgia records.

*Kirkland & Company*

## **EXHIBIT B**

### **Wiring Instructions**

Bank of Tampa/Downtown Branch

ABA #063108680

Acct: 214-44447

SRBP Trust Account for Loganville Prop./HAM Trust Acct/Bosniak

BKTPA Contact: Nicole Santiago

SRBP Contact: Adrienne Napoli