



Knox Realty / BCK Auctions
1102 Main St Gardendale AL 35071
Office: 205-285-8888
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REAL ESTATE AUCTION SALES CONTRACT

THIS REAL ESTATE AUCTION SALES CONTRACT (this "Agreement") is made and entered into this ____ day of _____, 20__, by and between Thryv, Inc., a Delaware corporation ("Seller") and _____, a _____ ("Buyer").

In consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

1. **PROPERTY.** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, the following described real estate, together with all improvements, shrubbery, plantings, fixtures and appurtenances (the "Property") located at **200 Missionary Ridge Drive** in the City of **Hoover** in the County of **Shelby** in the State of **Alabama** more particularly described as follows:

**Shelby County Parcel ID: 01-9-31-0-001-048-000;
Lot 2 according to the Survey of The Meadows Business Center First Sector,
as recorded in Map Book 8, Page 115 A and B,
in the Probate Office of Shelby County, Alabama**

In no event shall the "Property" described herein be construed as including any furniture, fixtures, equipment or other movable personal property of any kind (collectively, "FF&E") which may be presently located on or about the real estate described above or within any improvements thereon, unless otherwise agreed by Seller in writing.

2. **PURCHASE PRICE.** The purchase price of the property, including a ten percent (10%) buyer's premium, is _____ (\$_____) Dollars (the "purchase price") to be paid in cash or check to Seller's closing agent, The Title Group Incorporated, whose principal offices are located at 2101 First Avenue North, Birmingham, AL 35203 (the "**Closing Agent**"), in full, at closing. Buyer's obligation to close this sales transaction shall not be contingent upon Buyer's ability to obtain financing. The following is an outline of the terms of sale:

Outline of Terms of Sale

High Bid Amount:	\$ _____
Buyer's Premium: (10%)	+ \$ _____
Subtotal:	= \$ _____
Non-refundable Deposit (10% of purchase price):	- \$ _____
Balance Due at Closing:	\$ _____*

*(Plus applicable closing costs to be determined and cost of Title Insurance Premium if said premium is desired by Buyer)

3. **NON-REFUNDABLE DEPOSIT.** Prior to or simultaneously with the execution of this Agreement, Buyer has paid the Closing Agent the sum of \$_____ as a Non-refundable Deposit ("Deposit"), to be deposited by Closing Agent in its trust account, without interest. Once said funds are liquid and available, the Closing Agent shall apply the purchase price at closing in accordance herewith and the above Outline of Terms of Sale.

The parties understand and agree that the disbursement of any deposit held by the Closing Agent can occur only (a) at the closing of this sales transaction, (b) upon written agreement by all parties having an interest in the funds, (c) upon Court order, (d) upon the failure of either party to this Agreement to fulfill its obligations as set forth herein, or (e) as otherwise set forth herein. In the event of a dispute between the parties to this Agreement, or if the Closing Agent is otherwise in doubt as to the proper disbursements of the deposit, the Closing Agent shall be entitled to interplead all or any disputed part of

the deposit into the Circuit Court of Shelby County, Alabama, or other court of competent jurisdiction and thereupon be discharged from all further duties and liabilities hereunder.

4. CLOSING AGENT. THE TITLE GROUP INCORPORATED, whose principal offices are located at 2101 First Avenue North, Birmingham, AL 35203 shall serve as the closing agent for the transaction contemplated by this Agreement.

5. CLOSING & POSSESSION. The sale of the property shall be closed and the deed delivered on or before **January 17, 2020**. The Closing shall be held at the office of the Closing Agent; provided, that the execution of the closing documents and related deliveries may be effected remotely through use of overnight delivery services. Possession will be given at the time of closing.

6. CLOSING COSTS. All costs associated with the Closing of the transaction evidenced hereby shall be paid by Buyer. Said costs include, but may not be limited to transfer taxes, recording fees, title search, deed preparation and survey (if survey is required for closing). **Buyer is responsible for all other costs associated with closing.**

7. PRORATIONS. Ad valorem property taxes for the then-current tax year applicable to the property shall be pro-rated between the Seller and Buyer as of the date of the Closing based on the taxes actually assessed and payable for the then-current tax year. All property taxes applicable to the property for prior tax years remaining unpaid at the time of the Closing shall be paid in full by Seller prior to or at the time of the Closing. Any tax arising from a change in use of the property, which results in a rollback tax shall be borne by Buyer.

8. NO CONTINGENCIES. THIS PURCHASE IS NOT CONTINGENT UPON THE BUYER OBTAINING FINANCING OR UPON BUYER'S COMPLETION OF ANY ADDITIONAL INSPECTION(S) OR OTHER INVESTIGATION(S) OF THE PROPERTY, OR OTHER CONTINGENCIES OF ANY KIND, ASIDE FROM SELLER'S DELIVERY OF MARKETABLE TITLE TO THE REAL ESTATE AT CLOSING. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT IT HAS BEEN AFFORDED REASONABLE ACCESS TO THE REAL ESTATE AND THE OPPORTUNITY TO CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE REAL ESTATE AS BUYER DEEMS REASONABLY NECESSARY, AND HAS COMPLETED THE SAME. BUYER SHALL AND DOES HEREBY KNOWINGLY WAIVE AND FOREVER RELEASE SELLER, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, MEMBERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND PROFESSIONALS OF EVERY KIND, FROM AND AGAINST ANY AND ALL CAUSES OF ACTION, CLAIMS, DEMANDS ARISING FROM OR RELATING TO THE CONDITION OF THE REAL ESTATE OR THE PROPERTY. THERE ARE NO BUYER CONTINGENCIES, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN.

9. "AS IS, WHERE IS". This Agreement reflects the mutual agreement of Seller and Buyer. Other than the matters specifically set forth in this Agreement or in any closing documents executed by Seller which by their terms survive Closing, Purchaser will, upon the Closing, be deemed to have not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of Seller or any of Seller's agents or representatives. Except to the extent expressly set forth herein or in any closing documents executed by Seller, Seller specifically disclaims, and neither it nor any of its affiliates nor any advisor, consultant or employee of Seller is making, any representation, warranty or assurance whatsoever to Buyer, and no warranties or representations of any kind or character, either express or implied, are made by Seller or relied upon by Buyer with respect to the status of title to or the maintenance, repair, condition, design or marketability of the Property, or any portion thereof, including, but not limited to, (a) any implied or express warranty of merchantability, (b) any implied or express warranty of fitness for a particular purpose, (c) any implied or express warranty of conformity to models or samples of materials, (d) any rights of Buyer under appropriate statutes to claim diminution of consideration, (e) any claim by Buyer for damages because of defects, whether known or unknown, with respect to the improvements or the personal property, (f) the financial condition or prospects of the Property, and (g) the compliance or lack thereof of the Property with governmental regulations.

BUYER IS PURCHASING THE PROPERTY "AS-IS," "WHERE-IS" AND "WITHOUT RECOURSE" OF ANY KIND.

Buyer represents that it is a knowledgeable, experienced and sophisticated purchaser of real estate, and that it is relying solely on its own expertise and that of its advisors in purchasing the Property.

Prior to the Closing, Buyer may conduct and may conduct such inspections, investigations and other independent examinations of the Property and related matters as Buyer deems necessary, including, but not limited to, the physical and environmental conditions thereof, and upon the Closing, will rely upon same and not upon any statements of Seller (excluding the limited matters expressly represented by Seller here or in any closing documents executed by Seller) or of any Affiliate, officer, director, employee, agent or attorney of Seller. Buyer acknowledges and agrees that upon Closing, Seller will sell and convey to Buyer, and Buyer will accept the Property, "as is", "where is", and "with all faults" except as may otherwise be specifically provided herein or any closing documents executed by Seller. The terms and conditions of this Section 2.2 will expressly survive the Closing, will not merge with the provisions of any closing documents, and will survive the recordation of the Deed.

Time is of the essence and Buyer's execution of this Agreement constitutes an irrevocable offer to purchase the Real Estate, with no contingencies or other conditions to the Buyer's performance of its obligations hereunder. In the event Buyer fails to perform according to the terms of this Agreement, it will automatically forfeit the Deposit as partial liquidated damages, and not as a penalty, without affecting any other remedies available to Seller hereunder, or under applicable law. Either party may demand specific performance of the other's obligations under this Agreement.

10. CONVEYANCE. Seller shall convey to the Buyer, good and marketable fee simple title to the property by Special Warranty Deed subject to (i) current city, state and county ad valorem taxes not yet due and payable; (ii) easements for the installation or maintenance of public utilities serving the property; (iii) easements and restrictions of record; (iv) rights of way for public roads; (v) subdivision regulations and zoning ordinances of applicable governmental entities; (vi) matters of survey, and (vii) such other matters, if any, as referenced in Paragraph 13 below.

11. TITLE INSURANCE. If buyer desires to purchase a Title Insurance Policy from the Closing Agent or otherwise, all costs associated with said Title Insurance Policy shall be paid by the Buyer.

12. TITLE DEFECTS. If there are defects in the title to the property, which prevent the issuance of the title policy as herein provided without additional exceptions, the Seller shall, within 14 days after receiving notice from Buyer of the title defects or objections, use good faith efforts to cure such title defects, at Seller's sole cost and expense. Failure of Seller to cure such defects or secure a waiver of such title conditions by the Title Insurer shall entitle Buyer, at Buyer's election, either (i) to terminate this Agreement by written notice to Seller with a copy to Seller's Broker, BCK Enterprises, Inc., an Alabama corporation doing business as "Knox Realty" and "BCK Auctions" ("Knox Realty"), in which event this Agreement shall be null and void and of no further force or effect and the deposit funds, without interest, shall be immediately returned to Buyer, or (ii) to accept title subject to such title conditions that the Title Insurer has not removed.

13. LIENS AND ENCUMBRANCES. Said sale shall be made subject to the following liens and encumbrances (collectively, the "Permitted Encumbrances"):

- a. Any defect, lien, encumbrance, adverse claim, or other matter that appears in the Public Records on or before the Online Bid Commencement Date, including without limitation, the following:
 - i. Right of way granted to Alabama Power Company as set out in instrument(s) recorded in Real Volume 207, Page 380 and Deed Book 353, Page 938.
 - ii. Right of Way in favor of South Central Bell Telephone Company by instrument(s) recorded in Deed Book 351, Page 382.
 - iii. Protective Covenants for "The Meadows" Business Center as recorded in Misc. Book 46, Page 718.

- iv. First Supplemental Declaration of Protective Covenants as recorded in Misc. Book 51, Page 109.
- v. Sewer Maintenance Agreement as recorded in Misc. Book 51, Page 111.
- b. Those taxes and special assessments, which become due and payable subsequent to Auction Sale Date.
- c. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the Land, including without limitation, title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Deed Book 65, Page 96.
- d. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- e. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting title to the property that would be disclosed by an accurate and complete land survey, including without limitation, the following matters as shown on that certain ALTA Survey prepared by Carl Daniel Moore, of Surveying Solutions, Inc., dated December 6, 2018:
 - i. Encroachment of curb over North lot line;
 - ii. Curbs, parking and paving over 10' Easement and 30' Greenbelt along North, East and South lot lines;
 - iii. Power Equipment over 30' Greenbelt along the East lot line;
 - iv. Wall and concrete over 30' Greenbelt along the East lot line.
- f. Easements or other uses of subject property not visible from the surface, or easements or claims of easements, not shown by the public records.
- g. Rights of claims of parties in possession not shown by public records.
- h. Taxes or assessments for 2019 and subsequent years and not yet due and payable.
- i. Easements and building line as shown on recorded map.

In no event, however, shall either of the following liens and encumbrances be regarded as Permitted Encumbrances:

- i. That certain Mortgage, Security Agreement, Assignment of Leases and Rents, and Fixture Filing given by YP Advertising & Publishing, LLC, a Delaware limited liability company to Wilmington Trust, National Association, a national banking association, dated October 24, 2017, filed October 27, 2017 and recorded in Instrument Number 20171027000390010, in the Probate Office of Shelby County, Alabama; and
- ii. That certain Second Lien Mortgage, Security Agreement, Assignment of Leases and Rents, and Fixture Filing given by YP Advertising & Publishing, LLC, a Delaware limited liability company to Wells Fargo Bank, National Association, dated October 25, 2017, filed October 27, 2017 and recorded in Instrument Number 20171027000390020, in the Probate Office of Shelby County, Alabama.

14. WAIVER AND RELEASE OF CLAIMS. BUYER SHALL AND DOES HEREBY EXPRESSLY WAIVE AND RELEASE SELLER AND KNOX REALTY FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION OF ANY KIND, KNOWN OR UNKNOWN, NOW EXISTING OR HEREAFTER ARISING FROM OR OTHERWISE RELATING TO ANY REPRESENTATIONS OR WARRANTIES WHICH ARE NOT EXPRESSLY SET FORTH HEREIN IN WRITING.

Seller and Knox Realty shall have no duty, liability, obligation and/or responsibility to Buyer or any other person or entity regarding the fitness, suitability or condition (environmental, structural or otherwise) of the property. Seller disclaims any and all warranties as to the status of mineral rights affecting the property, environmental conditions, availability of utilities, zoning, accesses to the property, or quantity of land in the property. Buyer acknowledges that Buyer has had an opportunity to freely inspect the property to Buyer's satisfaction, and that the property meets any and all expectations of Buyer and is fit for Buyer's intended use.

15. REPRESENTATIONS:

- a. Seller represents to Buyer that, to the actual knowledge of Jim Farnum, Seller's Director - Facilities Management: (A) Seller has not received any written notice of any pending orders or ordinances or resolutions that have been enacted or adopted authorizing work or improvements which may be assessed against the Real Estate; (B) there are no City, County or State orders that have been served upon Seller(s) in writing requiring work to be done or improvements to be made to the Property which have not been performed.
- b. Buyer represents and warrants to Seller that (i) it has heretofore conducted any and all inspections of the Real Estate, including without limitation, any inspections relating to the habitability and suitability of the Real Estate, as Buyer deems reasonably necessary, and that Seller has afforded it every reasonable access to the Real Estate for such purposes; (ii) Buyer is solely responsible for all costs and expenses incurred by Buyer in connection with any such inspection(s), and (iii) Buyer would not have made or entered into this Agreement but for Buyer's independent determination, without reliance upon any representation or warranties made by Seller (aside from those set forth in this Section above), that the Real Estate is in good and satisfactory condition and suitable for Buyer's intended purposes.
- c. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT THE SELLER HAS NOT MADE ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ASIDE THOSE SET FORTH ABOVE, AND, THAT AUCTIONEERS/BROKER HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES TO BUYER OF ANY KIND. BUYER HEREBY CERTIFIES AND AFFIRMS THAT (1) IT HAS RELIED SOLELY UPON ITS OWN EXAMINATIONS OF THE REAL ESTATE IN DETERMINING WHETHER TO MAKE AND ENTER INTO THIS AGREEMENT AND (2) IT HAS NOT RELIED UPON ANY REPRESENTATION BY THE AUCTIONEERS/BROKER INVOLVED, NONE OF WHOM SHALL BE RESPONSIBLE FOR ANY DEFECTS IN THE REAL ESTATE.

16. ALABAMA AND LOCAL LAW REQUIRED DISCLOSURES.

- a. Seller has no actual knowledge, without independent inquiry, of any pending or threatened condemnation or similar proceeding or special assessment affecting the Property, or any part thereof, nor of any such proceeding or assessment contemplated by any governmental authority.
- b. Seller has no actual knowledge, without independent inquiry, of any tax appeals, exemptions or abatements affecting the Property.

17. RISK OF LOSS. If, prior to Closing, all or part of the Property is damaged by fire or by any other cause whatsoever, Seller shall promptly give Buyer written notice of such damage. If the cost of repairing such damage is not in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) (as determined by Seller's independent insurer), then (i) Buyer shall have the right at the Closing to receive, to the extent such sums have not been expended on repair work, the amount of the deductible plus all insurance proceeds payable as a result of such casualty loss; (ii) this Agreement shall continue in full force and effect with no reduction in the Purchase Price and (iii) Seller shall have no obligation to repair such damage. If the cost of repairing damage from such casualty is greater than Two Hundred Fifty Thousand Dollars (\$250,000.00) (as determined by Seller's independent insurer), then, in either such event, Buyer and Seller shall each have the right, for a period of ten (10) days from the date of notice of the amount of damage caused by the casualty, to terminate this Agreement by giving notice of termination to the other party and to the Escrow Agent within such period. In the event of such termination hereunder, the Deposit shall be returned to Buyer and the parties hereto shall be released of any further liability hereunder except as otherwise provided herein. If either party fails to notify the other and Escrow Agent within such period of its exercise of its right to terminate this Agreement, then Buyer shall proceed to Closing and, to the extent such sums have not been expended on repair work, all insurance proceeds received by Seller as a result of such casualty loss plus the amount of the deductible not expended by Seller on repair work shall be paid to Buyer at the Closing. If such proceeds have not yet been received by Seller, then Seller's rights to such proceeds shall be assigned to Buyer.

at the Closing upon payment by Buyer of the full Purchase Price less the amount of Seller's deductible, and Seller shall have no obligation to repair such damage.

18. REMEDIES. If Buyer fails to close for any reason other than Seller's inability to deliver marketable title to the Real Estate at Closing, Buyer hereby acknowledges and voluntarily agrees that (a) it will forfeit all right and interest in and to the entire amount of the Deposit, and (b) it will be liable to the Seller for the full amount of any deficiency, plus court costs and reasonable fees incurred by Seller in connection with or relating to its subsequent sale of the Real Estate to the next highest bidder(s) or any third party. In such event, the Seller may: (a) declare the Buyer in breach and proceed against the Buyer for the recovery of all damages incurred by the Seller as a result of the Buyer's breach of contract, in which case the non-refundable deposit shall be applied to legally ascertained damages; (b) reaffirm this Agreement and proceed for specific performance; and/or (c) accept the Buyer's Deposit as liquidated damages and terminate this Agreement.

Should Seller fail to carry out this Agreement by not closing the sales transaction herein contemplated, in accordance with the provisions hereof, the Buyer shall have the right to terminate this Agreement by written notice to Seller with a copy to Knox Realty, in which event this Agreement shall be null and void and of no force and effect and the deposit funds shall be returned to Buyer, without interest thereon.

19. LIMITATION OF LIABILITY. Notwithstanding any contrary provisions in this Agreement or the documents executed by Seller at Closing, Seller's maximum liability as to any obligations which survive Closing ("Post Closing Claims") shall not exceed Twenty-Five Thousand and No/100 Dollars (\$25,000.00) in the aggregate and shall be limited to Purchaser's documented actual damages (excluding any indirect, punitive, consequential, exemplary or special damages), and (ii) Purchaser shall not bring any action for a Post-Closing Claim unless the aggregate amount of all such claims exceeds Ten Thousand Dollars (\$10,000.00) (the "Floor"). No constituent partner, member in or manager or agent of Seller or Buyer, nor any advisor, director, officer, employee, beneficiary, Shareholder, member, partner, participant, representative or agent of any limited liability company, partnership, corporation or other entity that has a direct or indirect interest in Seller or Buyer, shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing. Notwithstanding anything to the contrary set forth in this Agreement, in no event shall Seller be liable after the Closing Date for its breach of any covenant, representation or warranty if (i) such breach was actually known to Buyer prior to the Closing Date, and (ii) such breach entitled Buyer to terminate this Agreement but Buyer waived the same by closing.

20. SURVIVAL. Any agreements, covenants, conditions, provisions and terms contained in and made pursuant to this Agreement not performed at the time of the delivery of the Deed for the property from Seller to Buyer shall survive (a) the execution and delivery of this Agreement, (b) the execution and delivery of the Deed for the property from Seller to Buyer, and (c) the consummation of the transaction, and shall be fully enforceable by Seller, by Buyer, and by their respective heirs, personal representatives, successors and permitted assigns, by the remedies set forth in this Agreement.

21. POWER. This Agreement and all agreements, instruments and documents herein provided to be executed by Buyer are duly authorized, executed and delivered and binding upon Buyer in accordance with their terms. Buyer has the legal power, right and authority to enter into this Agreement and consummate the transaction contemplated hereby. All requisite action has been taken or obtained by Buyer in connection with entering into this Agreement and the consummation of the transaction hereby contemplated.

22. NO IMPLIED WAIVER. In the event any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

23. ENTIRE AGREEMENT AND AMENDMENT. This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. This Agreement may be amended only by an instrument in writing duly executed by the parties hereto. No amendment shall be effected by any course of conduct or dealing between the parties or by custom or practice.

24. SEVERABILITY. The provisions of this Agreement are severable, and in the event any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable of the other remaining terms and provisions hereof, each of which shall be valid and enforceable to the fullest extent permitted by law.

25. AGENCY DISCLOSURE. **The following is required by RECAD (Real Estate Consumer Agency and Disclosure Act) Agency Disclosure:**

The listing company: **BCK Enterprises, Inc. DBA Knox Realty** ("Agent") Is:

- ☐ An Agent of the Seller
- ☐ Agent of the Buyer
- ☐ Agent of both the buyer and seller and is acting as a limited consensual dual agent.

The selling company: **BCK Enterprises, Inc. DBA Knox Realty** ("Agent") Is:

- ☐ An Agent of the Seller
- ☐ Agent of the Buyer
- ☐ Agent of both the buyer and seller and is acting as a limited consensual dual agent.
- ☐ Assisting the ☐ Buyer ☐ Seller as a transaction broker.

Each party represents and warrants that no agent, broker or finder has acted for it in connection with this Agreement or is otherwise entitled to receive any fee or commission with respect to the transaction contemplated by this Agreement, except for Knox Realty, and Tim Lile of Ohio Real Estate Auctions and their respective affiliates, as the Seller's brokers and/or consultants, and any qualified participating broker who may have represented Buyer at the auction in accordance with the Auction Terms and Conditions. Buyer and Seller each shall indemnify defend and save the other harmless from and against any claims for brokerage commissions or finder's fees resulting from the other's breach of the foregoing representations and warranties.

In the event Buyer has engaged a qualified participating broker who represented Buyer at the auction, the parties acknowledge and agree that such participating broker has acted as an agent of Buyer with respect to the sales transaction contemplated by this Agreement, and that Buyer shall be solely responsible for the payment of any fees or commissions payable to any such broker. Buyer also acknowledges that Knox Realty has acted exclusively as an agent for the Seller and not as an agent for Buyer in regard to the subject sales transaction.

26. DISCLAIMER. Seller and Buyer acknowledge that they have not relied upon advice or representations of Knox Realty or BCK Auctions associated salespersons or the closing attorney(s) relative to (a) the legal and tax consequences of this Agreement, purchase or ownership of the property; (b) the availability of utilities or sewer service; (c) the environmental status of the property; (d) the investment or resale value of the property; (e) the quantity of land comprising the property; (f) the status of mineral rights to the property; (g) matters of survey affecting the property; or (h) any other matters affecting their willingness to sell or purchase the property on terms or price herein set forth. Buyer acknowledges that it has sought and obtained such independent legal advice as it has deemed reasonably necessary and appropriate in view of the nature of the transaction contemplated herein.

27. TIME. Time is of the essence with respect to the parties' performance of their obligations under this Agreement.

28. PARAGRAPH HEADINGS. The paragraph headings herein contained are inserted for convenience of reference only and shall not be deemed to be a part of this Agreement; the paragraph headings shall be ignored in construing and interpreting this Agreement.

29. SUCCESSORS AND ASSIGNS. The terms and provisions of this Agreement shall bind, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns; provided, however, that Buyer shall have no right to assign its rights and interests under this Agreement to any third party without Seller's prior written consent, in Seller's sole discretion; provided, that the Buyer may assign its rights hereunder to an affiliate or to any entity managed and controlled Buyer, without Seller's prior written consent. Seller shall recognize and be bound to any assignee permitted in the preceding sentence upon its receipt of Buyer's written notice of such assignment, specifying the name and address of the assignee, and an explanation of the relationship between Buyer and the assignee. Buyer shall provide Seller with a complete copy of the fully-executed assignment documents. Buyer's assignee must also assume, in writing, all of the obligations and duties of the Buyer contained in this Agreement. In such event, however, Buyer's shall nonetheless continue to remain liable for all of Buyer's obligations and liabilities under this Agreement.

30. SINGULAR AND PLURAL USAGES. Whenever used herein, the singular number includes the plural, the plural the singular, and the use of any gender includes all genders.

31. **JURY WAIVER.** Each party hereto waives the right to a trial by jury in any action or proceeding based upon, or related to, the subject matter of this Agreement or any action between any party hereto and any of their successors, or assigns, under or connected with this Agreement or any of its provisions. This waiver is knowingly, intentionally and voluntarily made by each party hereto, and each of the parties hereto acknowledges that neither such party nor any person acting on behalf of such party has made any representations of fact to induce this waiver of trial by jury or in any way to modify or nullify its effect.

32. ARBITRATION. Buyer and Seller agree that all disputes, claims, and controversies between them whether individual, joint, or class in nature, arising from this Agreement or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Agreement shall preclude either party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppels, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

33. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

34. VENUE. The parties agree that venue for any civil action concerning any disputes, claims, and controversies between them, arising from this Agreement, including contract and tort disputes, shall lie and be in a court of competent jurisdiction in Jefferson County, Alabama. Buyer hereby assents and agrees to the personal jurisdiction of the appropriate court in said venue.

35. COUNTERPARTS; ELECTRONIC SIGNATURES. This Agreement may be executed in two (2) or more duplicate, counterpart originals, each of which shall be deemed an original and all of which together shall have the same force and effect as if all parties hereto had executed a single copy of this Agreement. A signed copy of this Agreement or any amendment hereto or any other document related hereto transmitted by telecopier, facsimile machine or email in pdf format shall be deemed an executed original of such document for all purposes, and the party so providing such signed copy shall, upon the other's request, thereafter promptly deliver to all other parties an executed original copy of such signed document by nationally recognized overnight courier. This Agreement may be executed by electronic signature which shall, for all purposes, serve as an original executed counterpart of this

Agreement, and shall be binding on the party executing with an electronic signature as if the Amendment had been originally executed by such party with a handwritten, pen and ink signature.

36. DEED. Unless this Agreement is assigned by Buyer to a third party with Seller's prior written consent in accordance with Section 26 above, the Special Warranty Deed to be executed by Seller and delivered to Buyer at Closing shall be made to Buyer in the name listed by Buyer below:

_____.

THIS IS A LEGALLY BINDING CONTRACT WITH NO FINANCING OR INSPECTION CONTINGENCIES. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS AGREEMENT, SEEK LEGAL ADVICE BEFORE SIGNING.

IN WITNESS WHEREOF The parties have executed this Agreement on the date and year set forth above. In so doing, the parties affirm they have read and fully understand and accept all terms contained in the foregoing Real Estate Auction Sale Contract and further acknowledge receipt of a signed copy of same.

Seller(s):

Thryv, Inc.
a Delaware corporation

By: _____
John F. Wholey,
Executive Vice President
-Operations & Client Services

Buyer:

Signature _____

Print Name _____

Address _____

City/State/Zip _____

Phone _____

Email _____

BCK Enterprises, Inc. DBA Knox Realty and BCK Auctions

Broker Signature _____

Broker Bryan C. Knox



Knox Realty / BCK Auctions
1102 Main St Gardendale AL 35071
Office: 205-285-8888
knoxsoldit.com / bckauctions.com

Irrevocable Letter of Instruction Re: Deposit

I have entered into a contract to purchase the real estate located at **200 Missionary Ridge Dr., Hoover, Al., 35242** under the terms and conditions of the attached Real Estate Auction Sales Contract dated: _____ (the "Contract"), which is incorporated herein by reference for all purposes.

As part of this transaction I am obligated to make a non-refundable deposit of \$ _____ (i.e., ten percent (10%) of the Purchase Price) with **Knox Realty – Broker**, but payable to **The Title Group, Inc.** (the "Closing Agent"), who shall serve as closing agent and hold said funds until closing. Closing Agent's principal offices are located at 2101 First Avenue North, Birmingham, AL 35203.

I understand the deposit I have provided is to be applied to the total purchase price at closing. However, if I fail or otherwise refuse to close the transaction contemplated by the Contract by **5:00pm on Friday, January 17, 2020**, through no fault on the part of the Seller, then I authorize and irrevocably instruct the Closing Agent to disburse my deposit as required under paragraph 3 of the Real Estate Auction Sales Contract, and acknowledge that in such event, the Closing Agent will rely upon my foregoing authorization and instruction to do so. I shall and do hereby further agree to indemnify, defend and hold the Closing Agent harmless against any claims arising from or connection with its disbursement of my deposit in accordance with Paragraph 3 of the Contract, or my reliance upon its authorization and instruction set forth above.

I have reviewed the Contract referenced above and this Irrevocable Letter of Instruction, and by my hand below do hereby swear and affirm that:

1. I understand the terms and conditions of both documents. **(Initial)**_____
2. I have voluntarily executed these agreements. **(Initial)**_____
3. I acknowledge this authorization and my direction to Closing Agent may result in none of my down payment being returned to me. **(Initial)**_____

Dated: _____

Purchaser:

Name: _____ Signature: _____

Witness:

Name: _____ Signature: _____