AGREEMENT TO PURCHASE OR SELL

I/We **AUSTIN VENTURE PROPERTIES LLC**(SELLER) Agrees to sell the mentioned properties improvement thereon located at **40 ANGELS CT. MONTGOMERY, AL. 36109**

BUYER : 5 GK PROPERTIES LLC

in the city of **MONTGOMERY** the description of which is: **AS PER TITLE** upon the following terms and conditions:

1. PURCHASE PRICE. The purchase price shall be **FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS zero/cents $ 4,500,000.00**

2. CASH / FINANCE: This sale is conditioned upon the ability of Buyer to borrow upon this property as security. Buyer warrants that the Buyer has private funding readily available to close on this property,

3. EARNEST MONEY DEPOSIT. Upon acceptance of this Agreement, Seller and Buyer shall be bound by all terms and conditions of this Agreement, and Buyer shall deliver immediately upon notice of acceptance of the offer an earnest money **$20,000 TWENTY thousand dollars zero/cents HELD BY SELLER AMG 550 LLC** which shall be applied to the purchase price at the time of closing the sale. Failure to deliver the Deposit shall be considered a breach of this Agreement. In the event that this offer is accepted by Seller and Buyer fails to perform the terms of this agreement, the earnest money deposit shall be forfeited as and for liquidated damages suffered by Seller. Seller is not, however, precluded from asserting any other legal or equitable remedy, which may be available to enforce this agreement.

4. APPRAISAL. This sale is condition upon an appraisal. Should Buyer desire to obtain an appraisal prior to closing, Buyer may do so at his own cost

5. AS-IS CONDITION. Seller and Buyer hereby acknowledge, recognize and agree that the Property is being sold and purchased in

"AS-IS"

CONDITION and further Buyer does hereby waive, relieve and release Seller from any claims or causes of action for redhibition pursuant to Louisiana Civil Code Article 2520, *et seq*. and Article 2024 , *et seq*. or for reduction of the purchase price pursuant to Louisiana Civil Code Article 2541, et seq. Additional, Buyer acknowledges that this sale is made without warranty of fitness for ordinary or particular use pursuant to Louisiana Civil Code Article 252. The Seller and the Buyer agree that this clause shall be made a part of the Act of Sale.

6. INSPECTION. Buyer shall have an inspection period of **20** calendar **days**, commencing the first day aer acceptance of this Agreement wherein Buyer may, at his sole expense, have any inspections made of his choosing. If Buyer is not satisfied with the current condition of the Property, he may terminate this Agreement *in writing* no later than the 4 calendar day following the acceptance of this Agreement, thereby rendering this Agreement null and void.

7. TITLE. Seller shall deliver to Buyer merchantable title. In the event that curative work in connection with the title is required, the parties hereto agree and do extend the time for passing the act of sale by (30**) days**. Seller's title shall be merchantable and free of all liens and encumbrances. All costs and fees required to make the title merchantable shall be paid by Seller. Seller's inability to deliver such title within time stipulated herein shall render this Agreement null and void without penalty. In this event, Buyer shall be entitled to the return of the Deposit.

8. ACT OF SALE. The Act of Sale is to be executed before a Notary Public to be chosen by Buyer, ON or **BEFORE 11/24/2025**

Occupancy/possession to be granted at Act of Sale. Keys and rental agreements, if any, shall be turned over to Buyer at Act of Sale. Real estate taxes and rental payments, if any, will be prorated to the date of Act of Sale.

9. DEFAULT.

a. In the event Seller fails to comply with this Agreement except for any other reason than failing to deliver merchantable title within the time specified, Buyer shall have the right to demand the return of his deposit in full, or may demand specific performance, at his option, without any formality beyond tender of the purchase price within the time specified.

b. In the event Buyer fails to comply with this Agreement, Seller shall have the right to declare the deposit, ipso facto, forfeited, or may demand specific performance at his option, without any formality beyond tender of title to purchaser within time specified.

10This offer remains binding and irrevocable through

11/24//2025

SELLER

AUSTIN VENTURE PROPERTIES LLC

AGENT/**JESUS ARGUELLES**________________ **AGENT FOR 10/13/2025**

10/13/2025

KEVIN BAILEY (agent)

5GK PROPERTIES LLC