



**EXHIBIT "B"**  
**TO COMMERCIAL PURCHASE AND SALE AGREEMENT**  
**Due Diligence Documents**

1 Property Address: 5134 Highway 127 N Crossville TN 38571-7486  
2 Buyer: \_\_\_\_\_  
3 Seller: Mark A Ruby

4 This EXHIBIT (hereinafter "Exhibit"), between the undersigned Seller and Buyer is entered into and is effective as of the  
5 Binding Agreement Date provided in the Commercial Purchase and Sale Agreement for the purpose of changing, deleting,  
6 supplementing or adding terms to said Commercial Purchase and Sale Agreement. In consideration of the mutual covenants  
7 herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following  
8 are the Due Diligence Documents:

9 *[Select only those items that apply to this transaction; the items not selected shall not apply to this Agreement]:*

- 10 ☐ 1. Most recent property tax assessments and tax bills.
- 11 ☐ 2. The most recent title insurance policy insuring the Property, including complete and legible copies of all documents  
12 (whether or not recorded) which are referenced therein as title exceptions.
- 13 ☐ 3. The most recent Survey, ALTA (American Land Title Association) of the Property or if such a survey is not  
14 available, the most recent survey of the Property prepared by a licensed Tennessee surveyor.
- 15 ☐ 4. All soil reports covering any of the Property.
- 16 ☐ 5. All cruise reports of existing timber on the Property.
- 17 ☐ 6. All plans and specifications for Property improvements, including without limitation, diagrams of any outdoor  
18 irrigation system.
- 19 ☐ 7. All existing leases and subleases (including concession and license agreements for use of space within the Property)  
20 and any amendments and letter agreements relating thereto, together with all correspondence to and from tenants, and  
21 a written summary of any leases currently in negotiation, specifying the tenant, premises to be leased, rents, and term  
22 and outlining all other material deal points.
- 23 ☐ 8. All current insurance policies, together with a written summary of insurance coverage and premiums by policy type.
- 24 ☐ 9. All certificates of occupancy.
- 25 ☐ 10. All contractor, vendor, manufacturer and other warranties with respect to all real property improvements, fixtures,  
26 equipment and personal property to be conveyed.
- 27 ☐ 11. All equipment leases and services and vendor contracts (including all amendments and side-letter agreements  
28 relating thereto).
- 29 ☐ 12. All environmental (hazardous substances), engineering, physical inspection, marketing and feasibility studies,  
30 assessments and reports, including any wetlands reports.
- 31 ☐ 13. A current rent roll for the Property together with monthly income and expense reports for the period of Seller's  
32 ownership of the Property (or for the previous 36 months if shorter).
- 33 ☐ 14. A written summary of all pending or threatened litigation, insurance claims and notices of legal violations, together  
34 with the pertinent notices, demands, pleadings and other documents.
- 35 ☐ 15. All reports, assessments or studies regarding actions required to bring the Property into compliance with the  
36 Americans with Disabilities Act or any similar state statute or local ordinance or code.
- 37 ☐ 16. A schedule of special assessment districts and assessment amounts, if any.

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- 38 ☐ 17. A schedule of impact fees paid or owing on the Property, if any.
- 39 ☐ 18. A schedule of allowances or rebates due on tenant improvements, if any, and proof of insurance from individual
- 40 tenants (including, as tenants, any space concessionaires of licensees).
- 41 ☐ 19. All maintenance records for the Property.
- 42 ☐ 20. All municipal, county, state or federal permits, licenses and authorizations affecting the use, operation and
- 43 maintenance of the Property.
- 44 ☐ 21. Other: \_\_\_\_\_
- 45 \_\_\_\_\_
- 46 ☐ 22. Other: \_\_\_\_\_
- 47 \_\_\_\_\_
- 48 ☐ 23. Other: \_\_\_\_\_
- 49 \_\_\_\_\_

50 If the Seller does not provide any of the requested information selected above, the Seller is representing, to the best of Seller's

51 knowledge, that no such documentation exists for that particular item.

52 This Exhibit is made a part of the Commercial Purchase and Sale Agreement as if quoted therein verbatim. Should the terms

53 of this Exhibit conflict with the terms of the Commercial Purchase and Sale Agreement or other documents executed prior to

54 or simultaneous to the execution of this Exhibit, the terms of this Exhibit shall control, and the conflicting terms are hereby

55 considered deleted and expressly waived by both Seller and Buyer. In all other respects, the Commercial Purchase and Sale

56 Agreement shall remain in full force and effect.

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

58 \_\_\_\_\_

59 **BUYER** **BUYER**

60 By: \_\_\_\_\_ By: \_\_\_\_\_

61 Title: \_\_\_\_\_ Title: \_\_\_\_\_

62 \_\_\_\_\_ at \_\_\_\_\_ o'clock ☐ am/ ☐ pm \_\_\_\_\_ at \_\_\_\_\_ o'clock ☐ am/ ☐ pm

63 **Date** **Date**

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

65 Mark A Ruby

66 **SELLER** **SELLER**

67 By: OW By: \_\_\_\_\_

68 Title: Owner Title: \_\_\_\_\_

69 12-5-23 at 1:30 o'clock ☐ am/ ☐ pm \_\_\_\_\_ at \_\_\_\_\_ o'clock ☐ am/ ☐ pm

70 **Date** **Date**

#### For Information Purposes Only:

United Country Town & Country

Listing Company

\_\_\_\_\_

Selling Company

Samuel Lee Stout

Independent Licensee

\_\_\_\_\_

Independent Licensee

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