



EXHIBIT "D"

TO COMMERCIAL PURCHASE AND SALE AGREEMENT

Seller's Warranties and Representations

1 Property Address: 1175 E 10Th St Cookeville TN 38501-1909
 2 Buyer: _____
 3 Seller: Tammy Fontenot

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 parties
 8 agree to as follows:

9 *[Select only those items that apply to this transaction; the items not selected shall not be part of this Agreement. Each item*
 10 *selected shall be deemed material for purposes of Buyer's Remedies under the Seller's Representations and Warranties*
 11 *paragraph of the Commercial Purchase and Sale Agreement.]*

12 ☒ 1. **Accounts Payable.** There are no outstanding accounts payable relating to the Property that would be binding on the
 13 Buyer.

14 ☒ 2. **Bankruptcy.** Seller represents and warrants that Seller is solvent and has not made a general assignment for the
 15 benefit of creditors or been adjudicated as bankrupt or insolvent, nor has a receiver, liquidator or trustee of Seller or
 16 any of its respective properties (including the Property) been appointed or a petition filed by or against Seller for
 17 bankruptcy, reorganization or arrangement pursuant to the Federal Bankruptcy Act or any similar federal or state
 18 statute, or any proceeding instituted for the dissolution or liquidation of Seller.

19 ☒ 3. **Certificates.** To the best of Seller's knowledge, there are presently in effect permanent certificates of occupancy,
 20 licenses and permits as may be required for the Property and, to the best of Seller's knowledge, the present use and
 21 occupation of the Property is in compliance and conformity with the certificates of occupancy and all licenses and
 22 permits. There has been no notice or request of any municipal departments, insurance company or board of fire
 23 underwriters (or organization exercising functions similar thereto) directed to Seller and requesting the performance
 24 of any work or alteration in respect to the Property which has not been complied with.

25 ☒ 4. **Condemnation.** Seller has not been notified that any condemnation or other taking by eminent domain of the
 26 Property or any portion thereof has been instituted and, to the best of Seller's knowledge, there are no pending or
 27 threatened condemnation or eminent domain proceedings (or proceedings in the nature or in lieu thereof) affecting the
 28 Property or any portion thereof or its use.

29 ☒ 5. **Condition of Improvements.** Seller is not aware of any structural or other defects, latent or otherwise, in the
 30 Improvements.

31 ☒ 6. **Declarations.** To the best of Seller's knowledge, there is no default, or any event which with the passage of time or
 32 notice, or both, would constitute a default or breach on the part of the Seller under any declaration of easements and/or
 33 restrictive covenants affecting the Property; and, to the best of Seller's knowledge, there is no default, or claim of
 34 default, or any event which with the passage of time or notice, or both, would constitute a default or breach thereunder
 35 on the part of any other party whose property is encumbered by or benefits from any declaration.

36 ☒ 7. **Hazardous Substances.** To the best of Seller's knowledge (i) no "hazardous substances," or any other pollutants,
 37 toxic materials, or contaminants have been or shall prior to Closing be discharged, (ii) no underground storage tanks
 38 are located on the Property or were located on the Property and subsequently removed or filled, (iii) the Property has
 39 not previously been used as a gas station, cemetery, landfill, or as a dump for garbage or refuse, and (iv) the Property
 40 has not previously been and is not currently in violation of the Tennessee or Federal Environmental Protection

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- 41 Standards. Seller has not received any notice or demand from any governmental or regulatory agency or authority
42 requiring Seller to remove any hazardous substances or contaminants or toxic materials from the Property.
- 43 ☐ 8. **Leases.** The rent roll which Seller has provided Buyer is the complete and accurate rent roll for the Property as of
44 the date hereof setting forth the leases in effect relating to the Property and setting forth with respect to each of the
45 leases (i) the name of the tenant thereunder; (ii) the commencement and termination dates of the term of each such
46 lease and information relating to renewals or extensions thereof; (iii) the premises covered by each such lease; (iv) the
47 amount of rent, percentage rent and other charges payable thereunder and the date to which rent and other charges
48 payable thereunder have been paid; and (v) the amount of the security deposit required under each said lease and held
49 by Seller.
- 50 ☒ 9. **No Assessments.** To the best knowledge of Seller, no assessments (other than ad valorem taxes) have been made
51 against the Property that are unpaid, whether or not they have become liens.
- 52 ☒ 10. **No Liens.** All contractors, subcontractors and other persons or entities furnishing work, labor, materials or supplies
53 by or at the instance of Seller for the Property have been paid in full and, other than routine ongoing charges pursuant
54 to the Contracts, there are no claims against the Property or Seller in connection therewith.
- 55 ☒ 11. **No Liens upon Building Service Equipment.** All fixtures, equipment, apparatus, fittings, machinery, appliances,
56 furniture, furnishings and articles of personal property, attached or appurtenant to, or used in connection with the
57 occupation or operation of all or any part of the Property and which are owned by Seller are free of any and all liens,
58 encumbrances, charges or adverse interests except security deeds from which the Property (including such personalty)
59 and fixtures will be released at Closing.
- 60 ☒ 12. **No Litigation.** There are no actions, suits, or proceedings pending or, to the best of Seller's knowledge, threatened
61 by any organization, person, individual, or governmental agency against Seller with respect to the Property or against
62 the Property, or with respect thereto, nor does Seller know of any basis for such action. Seller also has no knowledge
63 of any currently pending application for changes in the zoning applicable to the Property or any portion thereof.
- 64 ☒ 13. **No Other Agreements.** Except for the leases and contracts and the Permitted Exceptions, there are no leases,
65 service contracts, management agreements, or other agreements or instruments in force and effect, oral or written, that
66 grant to any person whomsoever or any entity whatsoever any right, title interest, or benefit in or to all or any part of
67 the Property, which will survive the Closing or be binding upon Buyer.
- 68 ☒ 14. **Payment of all Outstanding Bills.** All accounts payable, bills for services, utilities, taxes, assessments, and
69 payments due under any of the contracts for periods prior to the calendar month in which the Closing occurs have
70 been paid in full or shall be paid in full at Closing.
- 71 ☒ 15. **Preexisting Right to Acquire.** No person or entity has any right or option to acquire the Property or any portion
72 thereof which will have any force or effect after execution hereof, other than Buyer.
- 73 ☒ 16. **Proceedings Affecting Access.** Seller has not been notified that there are any pending proceedings that could have
74 the effect of impairing or restricting access between the Property and adjacent public roads and, to the best of Seller's
75 knowledge, no such proceedings are pending or threatened.
- 76 ☒ 17. **Service Contracts.** Seller has provided Buyer with copies of all existing equipment leases, service and vendor
77 contracts that relate to the operation, management, or maintenance of the Property. All such contracts are in full force
78 and effect in accordance with their respective provisions, and to Seller's knowledge, there is no default, or claim of
79 default, or any event which with the passage of time or notice, or both, would constitute a default on the part of any
80 party to any of such contracts. All such contracts are terminable without penalty or obligation to pay any severance
81 or similar compensation on no more than thirty (30) days' notice.
- 82 ☒ 18. **Tax Returns.** All property tax returns required to be filed by Seller relating to the Property under any law,
83 ordinance, rule, regulation, order or requirement of any governmental authority have been truthfully, correctly and
84 timely filed.
- 85 ☒ 19. **Violations.** To the best of Seller's knowledge, there are no violations of law, municipal or county ordinances,
86 building codes, or other legal requirements with respect to the Property; the Improvements comply with all applicable
87 legal requirements (including applicable zoning ordinances) with respect to the use, occupancy, and construction
88 thereof; and the conditions to the granting of the zoning of the Property have been satisfied.

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89 ☒ **20. Zoning.** The Property is currently zone **RM-14 Multi** under the applicable zoning ordinances of
 90 **Cookeville**, **Putnam** County, Tennessee.

91 This Exhibit is made a part of the Commercial Purchase and Sale Agreement as if quoted therein verbatim. Should the terms
 92 of this Exhibit conflict with the terms of the Commercial Purchase and Sale Agreement or other documents executed prior to
 93 or simultaneous to the execution of this Exhibit, the terms of this Exhibit shall control, and the conflicting terms are hereby
 94 considered deleted and expressly waived by both Seller and Buyer. In all other respects, the Commercial Purchase and Sale
 95 Agreement shall remain in full force and effect.

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

97
 98 **BUYER**

99 By: _____

100
 101 Title _____

102 _____ at _____ o'clock ☐ am/ ☐ pm

103 **Date**

BUYER

By: _____

Title _____

_____ at _____ o'clock ☐ am/ ☐ pm

Date

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

105 *Tammy Fontenot*

106 **SELLER** Tammy Fontenot

107 By: **Tammy Fontenot**

108 **Seller**

109 Title _____

110 11/28/23 at 11:16 AM o'clock ☐ am/ ☐ pm

111 **Date**

SELLER

By: _____

Title _____

_____ at _____ o'clock ☐ am/ ☐ pm

Date

For Information Purposes Only:

United Country Town & Country

Listing Company

Selling Company

Samuel Lee Stout

Independent Licensee

Independent Licensee

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