



ENT 145591:2020 PG 1 of 12
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Sep 23 11:04 am FEE 40.00 BY MA
RECORDED FOR SANDLIN, KINNON

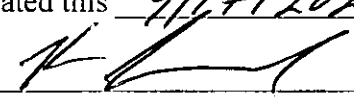
WHEN RECORDED MAIL TO:
14513 Center Point Way
Unit 600 Bluffdale
UT 84065

NOTICE OF INTEREST

Please take notice that by and through this notice of interest dated 9/17/20 and pursuant to Utah Code Ann. §57-9-4, Kinnon Sandlin claim(s) an interest in that certain deed of trust referenced as Exhibit "B" and secured by the following described parcel of real property by reason of that certain agreement referenced as Exhibit "C". The parcel described is the entire parcel subject to this Notice of Interest and is commonly known as Harmony Ridge, more fully described as follows:

See Exhibit "A"

Dated this 9/17/2020

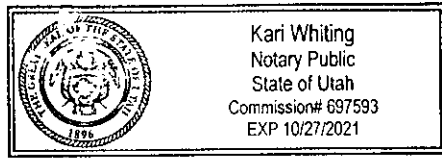


Kinnon Sandlin

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF UTAH)
 ss.
COUNTY OF SLC)

The following instrument was acknowledged before me this 9/17/20, by Kinnon Sandlin, who duly acknowledged to me that he executed the same.





NOTARY PUBLIC

Exhibit "A"

A portion of Section 34, Township 8 South, Range 3 East, Salt lake Base & Meridian, located in Mapleton, Utah, more particularly described as follows:

Beginning at a point located South 89°29'50" East along the Section line 735.52 feet and South 790.66 feet from the North 1/4 Corner of Section 34, Township 8 South, Range 3 East, Salt Lake Base & Meridian; thence South 36°54'22" East 153.94 feet; thence along the arc of a 677.00 foot radius curve to the left 275.57 feet through a central angle of 23°19'19" (chord: S48°34'02"E 273.67 feet); thence along the arc of a 877.00 foot radius curve to the left 400.21 feet through a central angle of 26°08'47" (chord: S73°18'04"E 396.75 feet); thence along the arc of a 427.00 foot radius curve to the left 105.84 feet through a central angle of 14°12'06" (chord: N86°31'29"E 105.57 feet); thence North 69°51'03" East 92.92 feet; thence northeasterly along the arc of a 421.00 foot radius non-tangent curve to the left (radius bears: N21°22' 48"W) 199.87 feet through a central angle of 27°12'05" (chord: N55°01'09"E 198.00 feet); thence South 35°22'30" East 856.59 feet; thence South 18°54'20" East 343.80 feet; thence South 8°48'11" West 450.90 feet; thence South 1°01'02" East 1046.42 feet; thence S54°37'30"W 346.97 feet to the easterly right-of-way line of US Highway 6 & 89; thence North 35°22'30" West along said right-of-way line 2472.57 feet; thence northwesterly along the arc of a 490.00 foot radius non-tangent curve to the left (radius bears: N65°20'18"W) 444.99 feet through a central angle of 52°02'00" (chord: N1°21'18"W 429.86 feet) to a point of reverse curvature; thence along the arc of a 310.00 foot radius curve to the right 243.50 feet through a central angle of 45°00'18" (chord: N4°52'09"W 237.29 feet); thence North 17°38'00" East 78.10 feet; thence along the arc of a 600.00 foot radius curve to the right 263.67 feet through a central angle of 25°10'44" (chord: N30°13'22"E 261.56 feet) to the point of beginning.

Tax ID# 27-056-0052

WHEN RECORDED MAIL TO:
 9829 S 1300 E Suite 303
 Sandy, UT 84094
 File # 1803084

~~ENT 68527:2018 PG 1 of 7
 Jeffery Smith
 Utah County Recorder
 2018 Jul 20 04:01 PM FEE 23.00 BY MK
 RECORDED FOR 1st Liberty Title LC
 ELECTRONICALLY RECORDED~~

Tax ID: 27-056-0051
 Tax ID: 27-056-0046

**2nd TRUST DEED
 WITH ASSIGNMENT OF RENTS**

THIS TRUST DEED, dated 07/20/18, between TERRACOM HARMONY RIDGE COMMERCIAL, LLC, as TRUSTOR, whose address is 9829 S 1300 E Suite 303, Sandy, UT 84094, with 1ST Liberty Title, LC, as TRUSTEE, and Brent R. Tanner, as BENEFICIARY,

WITNESSETH: That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property, situated in UTAH County, State of Utah:

A portion of Section 34, Township 8 South, Range 3 East, Salt lake Base & Meridian, located in Mapleton, Utah, more particularly described as follows:

Beginning at a point located South 89°29'50" East along the Section line 735.52 feet and South 790.66 feet from the North 1/4 Corner of Section 34, Township 8 South, Range 3 East, Salt Lake Base & Meridian; thence South 36°54'22" East 153.94 feet; thence along the arc of a 677.00 foot radius curve to the left 275.57 feet through a central angle of 23°19'19" (chord: S48°34'02"E 273.67 feet); thence along the arc of a 877.00 foot radius curve to the left 400.21 feet through a central angle of 26°08'47" (chord: S73°18'04"E 396.75 feet); thence along the arc of a 427.00 foot radius curve to the left 105.84 feet through a central angle of 14°12'06" (chord: N86°31'29"E 105.57 feet); thence North 69°51'03" East 92.92 feet; thence northeasterly along the arc of a 421.00 foot radius non-tangent curve to the left (radius bears: N21°22' 48"W) 199.87 feet through a central angle of 27°12'05" (chord: N55°01'09"E 198.00 feet); thence South 35°22'30" East 856.59 feet; thence South 18°54'20" East 343.80 feet; thence South 8°48'11" West 450.90 feet; thence South 1°01'02" East 1046.42 feet; thence S54°37'30"W 346.97 feet to the easterly right-of-way line of US Highway 6 & 89; thence North 35°22'30" West along said right-of-way line 2472.57 feet; thence northwesterly along the arc of a 490.00 foot radius non-tangent curve to the left (radius bears: N65°20'18"W) 444.99 feet through a central angle of 52°02'00" (chord: N1°21'18"W 429.86 feet) to a point of reverse curvature; thence along the arc of a 310.00 foot radius curve to the right 243.50 feet through a central angle of 45°00'18" (chord: N4°52'09"W 237.29 feet); thence North 17°38'00" East 78.10 feet; thence along the arc of a 600.00 foot radius curve to the right 263.67 feet through a central angle of 25°10'44" (chord: N30°13'22"E 261.56 feet) to the point of beginning.

~~ENT 68527:2018 PG 2 of 7~~

Tax ID #s. 27:056:0051, 27:056:0045

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with said property, or any part thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits;

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidenced by a promissory note of even date herewith, in the principal sum of \$2,000,000.00, made by Trustor, payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and any extensions and/or renewals or modifications thereof; (2) the performance of each agreement of Trustor herein contained; (3) the payment of such additional loans or advances as hereafter may be made to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Trust Deed, and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR AGREES:

1. To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting said property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general; and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Trustor further agrees:

- (a) To commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and
- (b) To allow Beneficiary to inspect said property at all times during construction.

Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

2. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by

Beneficiary, at its option, to reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.

3. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

4. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to said property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

5. To pay at least 10 days before delinquency all taxes and assessments affecting said property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with said property; to pay, when due, all encumbrances, charges, and liens with interest, on said property or any part thereof, which at any time appear to be prior or superior hereto; to pay all cost, fees, and expenses of this Trust.

6. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights of powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employ counsel, and pay his reasonable fees.

7. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of 7% per annum until paid, and the repayment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

8. Should said property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefore, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the

same on any indebtedness secured hereby. ; Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

9. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness secured hereby, Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of said property. The grantee in any reconveyance may be described as "the person or persons entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

10. As additional security, Trustor hereby assigns Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profit of the property affected by this Trust Deed and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

11. Upon any default by Trustor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

12. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

~~ENT 68527:2018 PG 5 of 7~~

13. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

14. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute, or cause Trustee to execute, a written notice of default and of election to cause said property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

15. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one day beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant or warranty, express or implied. The recitals IN THE Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at % per annum from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

16. Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceeding all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

17. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which said property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall

Trustor Initials MM BRT

~~ENT 68527-2018 PG 6 of 7~~

succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

18. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of the note secured hereby. In this Trust Deed, whenever the context requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

19. Trustee accepts this Trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Trust Deed or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

20. This Trust Deed shall be construed according to the laws of the state of Utah.

21. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

22. If the Trust Property herein, or any part thereof, is sold, whether by deed, by contract, or lease/option, without the prior written consent of the Beneficiary, the entire balance owing under the terms of the Trust Deed Note shall become immediately due and payable in full without further notice.

(Signatures on following page)

Dated 7/20/18.

TERRACOM HARMONY RIDGE
COMMERCIAL, LLC, a Utah Limited
Liability Company.

6

Trustor Initials

TH DR

~~ENT 68527:2018 PG 7 of 7~~

Brent R. T.
Brent Tanner, Manager

Kinnon Sandlin
Kinnon Sandlin, Manager

STATE OF UTAH)
)
) :ss.
COUNTY OF SALT LAKE)

On 7-20-18, personally appeared before me Brent Tanner, Manager and Kinnon Sandlin, who being by me duly sworn, says that they is the manager of TERRACOM HARMONY RIDGE COMMERCIAL, LLC, a Utah Limited Liability Company, the Limited Liability Company that executed the above and foregoing instrument and that said instrument was signed in behalf of said Limited Liability Company by authority of its operating agreement (or by authority of a resolution of its members) and said manager acknowledged to me that said Limited Liability Company executed the same.



[Signature]
NOTARY PUBLIC

Trustor Initials MS BAT

Exhibit "C"

BUSINESS PURCHASE AGREEMENT

This Business Purchase Agreement (this "Agreement") is entered into as of the 19 day of July, 2019 (the "Effective Date") by and between KINNON SANDLIN, (the "Seller") and BRENT R TANNER,(the "Buyer").

WHEREAS, the Seller owns and operates a business known as Terracom CK Townhomes LLC, a Utah limited liability company located at 466 W 4800 N Suite 100, Provo, UT 84604 that engages in the business of: TERRACOM CK TOWNHOMES LLC which is owed by Terracom Development LLC. Brent R Tanner and Kinnon Sandlin are equal partners in all Terracom Companies. CK farms phase one is an 84 unit townhome project. (the "Business"); and

WHEREAS, the parties intend that the Seller shall sell to the Buyer the Business for the price, terms and conditions described below, and pursuant to the attachments and exhibits, if any, annexed to this main document.

NOW THEREFORE, for the reasons set forth, and in consideration of the mutual covenants and promises of the parties hereto, and intending to be legally bound, the Seller and the Buyer agree as follows:

1. **Sale of Business.** On the terms and subject to the conditions set forth in this Agreement, the Seller agrees to sell, assign, transfer, convey and deliver to the Buyer, and the Buyer agrees to purchase and secure from the Seller all rights, title and interests of the Seller in and to the Business, including the following assets:

(a) 50% of Kinnon Sandlin ownership interest in Real Property. All real property, including all buildings, fixtures, structures, signage and improvements, owned by the Business, just limited to only CK Farms phase one.

2. **Assumed Liabilities.** Unless otherwise specified herein, the Buyer agrees to assume and be responsible for all current liabilities incurred by the Seller in connection with the Business. Brent Tanner and Kinnon Sandlin agrees that as of the signing of this agreement, the sale of the shares and ownership interest is completed and the compensation is due and earned. Brent Tanner agrees he takes full responsibility for the refinancing of the Security National note. If for whatever reason Brent Tanner does not fund the current Security National Debt. The \$3,993,434.00 purchase price is still owed and due.

3. **Purchase Price.** Buyer will pay to the Seller the purchase price for the sale of the business in the total sum of \$3,993,439.00 (the "Purchase Price") Payment Terms Break Down of Funds:

1. \$1,200,000.00 to be credited for 50% of the note and deed of trust recorded against 60 acres of commercial property call Harmony Ridge which is owned by Terracom Harmony Ridge Commercial LLC.

2. \$793,434.00 is a credit for true up for any and all monies owed to Brent Tanner and any and all company debts.

3. \$2,000,000.00 Brent Tanner will assign net proceeds less \$126,000.00 from the sale of the Terracom Riverwoods LLC (Provo Building Located at 466 W 4800 N Provo, Utah 84604) to Kinnon Sandlin. The remaining funds will be due by December 31,2019 Kinnon Sandlin and Brent Tanner agrees to work

Handwritten notes:
Kinnon Sandlin
will be
credited
for
50%
of
the
note
and
deed
of
trust
recorded
against
60
acres
of
commercial
property
call
Harmony
Ridge
which
is
owned
by
Terracom
Harmony
Ridge
Commercial
LLC.

together to make the remaining monies due flexible. The intent is to work together. Example trading. Loan to pay off Kinnon Home with debt and Brent covers payments until paid off. This could be done with a sports car purchase etc. These are just examples and not binding.

4. Allocation of Purchase Price. The Purchase Price shall be:

| Asset | Value |
|--|----------------|
| 50% ownership in 84 lot community. Known as phase 1CK Farms. | \$3,993,439.94 |

5. Closing Date. The sale and transfer of assets and the closing under this Agreement shall take place on July 19, 2019 (the "Closing"). At that time Buyer takes immediate possession of the ownership shares and the tangible property and all assets (limited to only 84 lots known as CK farms phase one) included in the sale to from the Seller and all other instruments and documents necessary to transfer the Business and assets to Seller. Seller shall thereafter cease to use said name in any manner or purpose Seller will no longer be responsible for any financing, liabilities, risk, representation, basically Seller is walking away without any responsibilities. This sale is as is. When signing of this agreement Seller receives the balance of the Purchase Price less all credits described in this agreement. Seller and Buyer both agree the sale is completed and transfer shall be completed and effective, and Buyer shall have the ownership and possession of the Business and the assets with regards to CK farms 84 lots phase one.

6. Notice. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, overnight courier service, certified or registered mail, postage prepaid, return receipt requested, addressed to the party to be notified at the address designated by either party upon reasonable notice to the other party.

7. Amendment. This Agreement may be amended or modified only by a written agreement signed by both parties

8. Survival of Terms. All covenants, warranties, and representations herein shall survive this Agreement and the closing date (Signing of this agreement.)

9. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns. Neither party may assign (unless it's a family trust or other owed entity owned by Buyer or Seller) its rights or delegate its duties under this Agreement without the other party's prior written consent.

10. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio without regard to the principles of conflict of laws.

11. **Disputes.** Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

12. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document.

13. **Headings.** The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision in this Agreement.

14. **No Waiver.** No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

15. **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable part had not been included in this Agreement.

16. **Entire Agreement.** This Agreement and the attachments and any associated documents represent the entire agreement between the parties, and there are no representations, warranties, covenants or conditions, except those specified herein or in accompanying instruments or documents.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.



Seller Signature

Kinnon Sandlin

Seller Full Name

7/19/19



Buyer Signature

Brent R Tanner

Buyer Full Name

7/19/2019