

Open Air Properties, LLC
500 Westover Dr #31871
Sanford, North Carolina 27330
(470) 798-1080

May 25th, 2021

Dear John Michael Doe,

Congratulations on the acquisition of the property referenced below. It has been a pleasure working with you. Simply follow the instructions noted in the attached documents and the property will be processed into your name shortly.

Should you have further questions, please contact us via email at Info@OpenAirPropertiesLLC.com.

Warm regards,

Stephanie Dean
Open Air Properties, LLC
Info@OpenAirPropertiesLLC.com
(470) 798-1080

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500 Westover Dr #31871
Sanford, North Carolina 27330
(470) 798-1080

SPECIAL RECORDING INSTRUCTIONS

Thank you very much for the payment. Attached are the Land Contract, Promissory Note and Purchase Sale Agreement. This process is very simple with signnow.com.

Please check to see that all of the information is correct in the package. If it is not, please contact Stephanie Dean at (470) 798-1080 to correct the information and forward it to you.

Simply follow the SignNow.com protocol for your electronic signatures and initials. Then click done when finished. If you have any questions regarding completing the electronic signature forms please call (470) 798-1080.

We are timing the first payment to be approximately 30 days from now via check or credit card payment. We will set up your loan using GeekPay and will email you the info about the loan. Once you make your final payment we will send you out a Warranty Deed for your review and approval prior to recording the deed in your name on your property.

Warm regards,

Stephanie Dean
Open Air Properties, LLC

A Note about the Legal Documents

Below is a simple explanation of what you are about to sign. This is not intended to be legal advice, as you should certainly contact your attorney regarding any of the legal documents contained herein.

The Contract For the Sale and Purchase of Real Estate:

This agreement simply outlines the terms and conditions of sale that you as buyer and myself as seller mutually agree upon. The main highlights of this contract are the purchase price, financing terms, receipt of your down payment, and our guarantee in writing. Without this agreement, there could be some misunderstanding of the terms we both agreed upon and we certainly know that the key to any good relationship is excellent communication without ambiguity.

The Promissory Note:

By signing this, you commit to pay on time each month the specified monthly payment. There are no prepayment penalties.

Early Payments are ok!

We have the \$ 150 monthly payment as a floor, but to save lots of money on interest we recommend paying as much as you can afford, even \$30 more each month makes a big difference towards paying down your note as fast as possible and saving money on the monthly notes fee.

If you will be late, advanced communication is important

If you know ahead of time that you can't make your date, please contact Stephanie at (470) 798-1080, and in most cases we can work with you to adjust the deduction date by up to 10 days.

Late Fees, NSF Fees, and Defaults:

If you don't pay on time, after 10 days a late fee of \$50 will be assessed.

If your payment fails to clear for non-sufficient funds, a \$30 fee will be assessed.

If you miss 2 payments, you are at risk of default. The default date is 35 days from the first missed payment. We will make attempts to contact you via text, call, and email, and ultimately we will send a certified letter giving you 30 days to make payment before we terminate the contract and re-sell your land. Nevertheless, if you call us or e-mail us and let us know what is going on we certainly can try to help you out. Our goal is for you to purchase this land, so please help us with this through communication.

Payments:

Payments are due 30 days from your contract date, or the date that we mutually agree each month. We will send you a text reminder a few days ahead.

If you are late making payments we are going to charge extra fees. If you sell your property you still have to pay us the balance due.

We will pay the property taxes until payments are complete and the deed is in your name.

The Land Contract:

If you don't make your payments we will give you 30 days notice and then have the right to take back the property without going to court.

In summary, all of these documents say the same thing. Make your minimum monthly payments on time each month. **If you have trouble making a payment occasionally, please call me BEFORE you miss your payment, and I will try to work with you.** If you don't want your property anymore call me and we can work something out. I'd rather work with you rather than have to send certified letters giving you 30 days to make payment in full.

Land Use Restriction:

Please note the following restrictions on the property until the lot has been paid off:

1. NO building of any permanent structures are permitted until the loan term is paid in full.
2. NO clearing of any trees is allowed without written permission from Open Air Properties, LLC.
3. A septic system may not be installed without written permission from Open Air Properties, LLC.
4. A well may not be drilled without written permission from Open Air Properties, LLC.
5. No Fencing may be erected without written permission from Open Air Properties, LLC.
6. Shipping container storage is not permitted.
7. It is not recommended that you leave any personal property on the lot. Open Air Properties, LLC nor the County may be held liable for any lost, damaged or stolen property.
8. Open Air Properties, LLC may not be held liable for any injuries sustained while on the property during the loan term.
9. Open Air Properties, LLC may not be held liable for any damage to the buyers person or property while they are on the property.
10. Don't dump environmentally hazardous waste on the property.

Violation of any of these 10 points will be grounds for immediate default of contract, and no payment refunds will be made.

BORROWER(S):

John Michael Doe

PROMISSORY NOTE

For value received, John Michael Doe ("Borrower[s]") promise to pay to Open Air Properties, LLC a Georgia Limited Liability company with a company address of 720 Greenvine Place, Roswell, GA 30076 ("Lender"), or to order, the principal amount of \$ 5250 together with interest on the unpaid principal balance from May 27th, 2021 until paid in full.

Principal and interest are payable as follows:

1. Payment-Borrower will pay Lender 35 Months of principal and interest payments in the amount of \$ 150 each, plus \$ 10 per month, Note Servicing Fee plus \$ 2 per month for estimated property taxes, for a total payment of \$ 162 per month, inclusive of interest, beginning May 27th, 2021, with interest calculated on the unpaid entire principal balance at 0% per annum. This estimated payment is based on the assumption that all payments will be made exactly as scheduled. The actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to any late charges, then to principal. Borrower will pay Lender through our payment system, or at such other place as Lender may designate in writing. The term of this Note is 35 Months.
2. Default Rate - Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the interest rate on this Note by five (5) percentage points ("Default Rate"). The Default Rate of Interest shall thereafter supercede the rate set forth in Paragraph 1, above, even if the default is subsequently cured.
3. Prepayment - Borrower may prepay this note, in whole or in part, without penalty.
4. Late Charge - If a payment is 5 or more calendar days late, Borrower will be charged \$ 25 in additional to regularly scheduled payment, in addition to all other sums owed hereunder.
5. Non-sufficient Funds Charge: If a payment fails due to non-sufficient funds, a charge of \$30 fee will be applied to the account.
6. Default - Each of the following shall constitute an event of default under this Note:
 1. Borrower fails to make any payment when due;
 2. Borrower fails to comply with or to perform any other material term, obligation, covenant or condition contained in any other agreement between Lender and Borrower, including, but not limited to, the Purchase and Sale Agreement, Promissory Note and Land Contract;
 3. Borrower fails to comply with county restrictions which result in a complaint or fine from the county to the Lender;
 4. Borrower defaults under any loan in favor of any other creditor, if such default may materially affect the Real Property securing this Note; and
 5. Any statement made or furnished to Lender by Borrower to Lender in connection with this loan was false at the time the statement was made.

If any default, other than a default in payment, is curable and if Borrower has not been given a notice of breach of the same provision of this Note within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if Borrower, after receiving written notice from Lender demanding cure of such default (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon

as reasonably practicable, but not more than thirty (30) days with respect to any non-monetary default.

This Note is secured by a Land Contract of this same date.

The maker promises and agrees that in the case of a default in the payment of any sum required hereunder, or in the case of the failure to perform any covenant contained in the Land Contract securing this Note, or if the maker becomes insolvent or makes a general assignment for the benefit of creditors, then the unpaid principal balance and accrued interest shall, at the option of the holder or holders of this Note, immediately become due and payable although the time of maturity as expressed in this Note may not have arrived.

The Borrower promises and agrees that in the event of any sale, transfer, alienation, or other disposition of the Stock which is the subject of the Land Contract which secures this Note, or of any part thereof or of any interest therein, whether voluntary or involuntary, the entire unpaid principal balance and accrued interest shall, at the option of the holder or holders of this Note, immediately become due and payable although the time of maturity as expressed in this Note may not have arrived.

Under this Note, the Borrower agrees to pay all costs, including reasonable attorneys' fees, incurred in the collection of any unpaid amounts. Jurisdiction and venue of any claim, action or proceeding to enforce the parties rights under this Note shall be in the state and federal courts located in the makers court of choice.

The Borrower waives presentment for payment, demand, notice, protest, notice of protest, diligence, and non-payment of this Note, and all defenses on the ground of any extension of time for payment that may be given by Lender to Borrower.

BORROWER:

John Michael Doe

LAND SALE CONTRACT

Purchase and Sale: The undersigned buyer John Michael Doe ("Buyer") agrees to buy and the undersigned seller Open Air Properties, LLC a Georgia Limited Liability company with a company address of 720 Greenvine Place, Roswell, GA 30076, or its assigns, ("Seller") agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows:

Parcel ID Recorder:Legal Description

123-456-789 LOT 4, BLOCK 14, NORTH ESMERALDA, FILING NO. 3

together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property".

Items that will NOT remain with the property: N/A

The Seller address is: Open Air Properties, LLC, 500 Westover Dr #31871, Sanford, North Carolina 27330, Phone: (470) 798-1080

The Buyers address is: John Michael Doe, 5050 Blue Water Dr, Powell, OH 23703

Purchase Price and Method of Payment: Buyer warrants that, except as may be otherwise provided herein, Buyer will have at the time this agreement is signed and notarized, sufficient cash to complete the purchase of the Property, except for that portion the Seller has authorized for payment on the terms outlined in this Land Sale Contract.

The Purchase Price to be paid is \$ 5450, The terms of this Land Sale Contract are as follows:

1. Seller warrants the Property to be free of all liens and taxes are current.
2. Seller warrants the Property to be available to the buyer at the time of this contracts effective date.
3. Seller holds the right to limit the amount of timber removed from the property to include only that area needed to place a dwelling or structure, until the total price of the property including interest is paid.
4. Seller to hold the Title Warranty Deed to the Property until the Property is completely paid and the Seller warrants that the Property Title will remain free from any loans, liens, or encumbrances through the period of payment.
5. The Seller, at the time of title transfer, will provide the Buyer with a marketable title.
6. Seller will pay the Taxes on the Property each year and the Buyer will reimburse the seller each year. Failure of the Buyer to reimburse the Seller for all taxes accrued from the date of this purchase within 60 days of the date due will void this Contract and the remaining amount owed on the Property will become due within 30 days.
7. The Seller will notify the Buyer by email (buyer must keep a valid email address on file) if the Buyer is at default.
8. The Seller will allow a grace period for the monthly payment of 5 days from the date due. If the

payment has not been received within the grace period, a \$ 25 penalty will be assessed to the payment.

9. The Seller reserves the right to take back possession of the Property if the Buyer is in default of the monthly payment by 35 days, at which time the Seller will notify the Buyer by email of default. The Buyer will have 30 days to bring payments current in order to cure the default. If full payment is not received at this time, the property will be considered foreclosed and the Buyer will forfeit all interest and payments made. If the Seller and Buyer cannot work out any problems associated with the said property and legal action is taken, the side which loses the said action will be responsible for all costs and legal fees associated with the legal action.
10. The terms of payment are as follows:
11. Purchase price \$ 5450
12. Down payment will be \$ 200
13. The total amount financed plus interest is \$ 5250
14. Payments of \$ 162 will be made monthly for a period of 35 months at an interest rate of 0% simple interest. \$ 150 of each payment will be applied to principal and interest and the balance to the Note Servicing Fee of \$ 10 and the estimated taxes of \$ 2.
15. Payments will begin on May 27th, 2021 and will continue until principal is paid in full.
16. There is no prepayment penalty. This note can be paid off at any time. Only the interest accrued to the date of payoff will be assessed.
17. Seller will record title Warranty Deed to the county of Esmeralda, State of NV, within 30 days of payoff.

Binding Agreement Date

This instrument becomes binding once the Buyer signs this instrument.

I, John Michael Doe , have accepted this offer subject to the terms noted in this Land Sale Contract as a legal and binding contract.

Buyers:

John Michael Doe

AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE

NO BROKER - VACANT RESIDENTIAL LAND

WARNING: THIS CONTRACT HAS SUBSTANTIAL LEGAL CONSEQUENCES AND THE PARTIES ARE ADVISED TO CONSULT LEGAL AND TAX COUNSEL.

FOR VALUABLE CONSIDERATION OF TEN DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

John Michael Doe (herein "Buyer") and

Open Air Properties, LLC a Georgia Limited Liability company with a company address of 720 Greenvine Place, Roswell, GA 30076 (herein "Seller") do hereby covenant, contract and agree as follows:

1. AGREEMENT TO SALE AND PURCHASE: Seller agrees to sell, and Buyer agrees to buy from Seller the property described as follows:

Parcel ID	Legal Description
123-456-789	LOT 4, BLOCK 14, NORTH ESMERALDA, FILING NO. 3

2. SALES PRICE: The parties agree to the following sales price:

Purchase Price	Down Payment	Money New Loan
\$5450	\$200	\$5250

3. FINANCING: The following provisions apply with respect to financing:
X OWNER FINANCING: Seller agrees to finance \$ 5250 dollars of the purchase price pursuant to a promissory note from Buyer to Seller of \$ 5250, bearing 0% interest per annum, payable over a term of 35 Months with even monthly payments of \$ 150, plus a \$ 10 Note Servicing Fee, plus estimated taxes of \$ 2, secured by a Land Contract with the first payment to begin May 27th, 2021.
4. DOWN PAYMENT MONEY: Buyer has deposited \$ 200 as down payment money with Open Air Properties, LLC. Additionally, the buyer acknowledges that there is a one-time processing fee of \$0 due at signing.
5. PROPERTY CONDITION: Buyer hereby represents that they have personally inspected and examined the above mentioned property and accepts the property in its "as-is" and present condition. This property is covered by a 90-Day Satisfaction guarantee as covered in other provisions below.
6. UTILITIES: The present condition of all utility access to the property is accepted by Buyer. Seller is not aware of the existence of wetlands, shoreland, or flood plain on or affecting the real property except as follows: None. Seller knows of no hazardous substances or petroleum products having been placed, stored, or released from or on the real property by any person in violation of any law, nor of any underground storage tanks having been located on the real property at any time, except as follows: None.

7. **CLOSING:** The closing of the sale will be on or before May 20th, 2021 unless extended pursuant to the terms hereof. Closing may be extended to within 7 days after objections to matters disclosed in the title abstract, certificate or Commitment or by the survey have been cured. The closing date may also be extended by written agreement of the parties.
8. **TITLE AND CONVEYANCE:** Seller is to convey title to Buyer by Warranty Deed. Seller shall, prior to or at closing, satisfy all outstanding mortgages, deeds of trust and special liens affecting the subject property which are not specifically assumed by Buyer herein. Title shall be good and marketable, subject only to (a) covenants, conditions and restrictions of record, (b) public, private utility easements and roads and rights-of-way, (c) applicable zoning ordinances, protective covenants and prior mineral reservations, (d) special and other assessments on the property, if any, (e) general taxes for the current year and subsequent years. A title report shall not be provided to Buyer at closing. Buyer may elect to do their own title search at their own expense. If there are title defects, Seller shall notify Buyer within 5 days of closing and Buyer, at Buyer's option, may either (a) if defects cannot be cured by designated closing date, cancel this contract, in which case all earnest money or down payment monies deposited shall be returned, (b) accept title as is, or (c) if the defects are of such character that they can be remedied by legal action within a reasonable time, permit Seller such reasonable time to perform curative work at Seller's expense. In the event that the curative work is performed by Seller, the time specified herein for closing of this sale shall be extended for a reasonable period necessary for such action. Seller represents that the property may be legally used as zoned and that no government agency has served any notice to Seller requiring repairs, alterations or corrections of any existing condition except as stated herein.
9. **APPRAISAL, SURVEY AND TERMITE INSPECTION:** Any appraisal of the property shall be the responsibility of Buyer. A survey is not required.
10. **POSSESSION AND TITLE:** Prior to closing the property shall remain in the possession of Seller.
11. **CLOSING COSTS AND EXPENSES:** The following closing costs shall be paid as provided, if closed through a title company. No cost to buyer by closing directly.

Closing Cost	Buyer	Seller	Both *
Attorney Fees / Title Company Fees	X		
Title Insurance	X		
Title Abstract or Certificate	X		
Recording Fees		X	
Appraisal	X		
Survey	X		
Transfer Taxes		X	
All other closing Cost	X		

* 50/50 between buyer and seller.

12. **PRORATIONS:** Taxes for the current year, interest, maintenance fees, assessments, dues and rents, if any, will be prorated through the Closing Date. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available.

13. **DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may either (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If, due to factors beyond Seller's control, Seller fails within the time allowed to make any non-casualty repairs or deliver evidence of clean title, Buyer may either (a) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (b) terminate this contract as the sole remedy and receive a refund of the earnest money. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may either (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
14. **ATTORNEY'S FEES:** The prevailing party in any legal proceeding brought under or with respect to the transaction described in this contract is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
15. **REPRESENTATIONS:** Seller represents that as of the Closing Date (a) there will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing payment of any loans assumed by Buyer and (b) assumed loans will not be in default. If any representation in this contract is untrue on the Closing Date, this contract may be terminated by Buyer and the earnest money will be refunded to Buyer. All representations contained in this contract will survive closing.
16. **FEDERAL TAX REQUIREMENT:** If Seller is a "foreign person", as defined by applicable law, or if Seller fails to deliver an affidavit that Seller is not a "foreign person", then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. IRS regulations require filing written reports if cash in excess of specified amounts is received in the transaction.
17. **AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement.
18. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile machine as follows:
- | | |
|-------------------------------|---------------------|
| To Seller at: | To Buyer at: |
| Open Air Properties, LLC | John Michael Doe |
| 500 Westover Dr #31871 | 5050 Blue Water Dr |
| Sanford, North Carolina 27330 | Powell, OH 23703 |
| (470) 798-1080 | johnmdoe@test.com |
19. **ASSIGNMENT:** This agreement may not be assigned by Buyer without the consent of Seller. This agreement may be assigned by Seller and shall be binding on the heirs and assigns of the parties hereto.

20. PRIOR AGREEMENTS: This contract incorporates all prior agreements between the parties, contains the entire and final agreement of the parties, and cannot be changed except by their written consent. Neither party has relied upon any statement or representation made by the other party or any sales representative bringing the parties together. Neither party shall be bound by any terms, conditions, oral statements, warranties, or representations not herein contained. Each party acknowledges that he has read and understands this contract. The provisions of this contract shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto. When herein used, the singular includes the plural and the masculine includes the feminine as the context may require.
21. NO BROKER OR AGENTS: The parties represent that neither party has employed the services of a real estate broker or agent in connection with the property, or that if such agents have been employed, that the party employing said agent shall pay any and all expenses outside the closing of this agreement.
22. EMINENT DOMAIN: If the property is condemned by eminent domain after the effective date hereof, the Seller and Buyer shall agree to continue the closing, or a portion thereof, or cancel this Contract. If the parties cannot agree, this contract shall remain valid with Buyer being entitled to be cancelled and the down payment money returned to Buyer.
23. RECORDING: This agreement may be recorded in the official records of Esmeralda, NV
24. OTHER PROVISIONS:

Our Guarantee: Open Air Properties, LLC will allow an additional inspection period of 90 days from date of down payment. If, for whatever reason, buyer is unsatisfied with the property, then Open Air Properties, LLC agrees to either exchange said property, or refund all monies minus closing costs, payment fees and accounting setup fees.

TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS AGREEMENT

GOVERNING LAW: This contract shall be governed by the laws of the State of GA.

EXECUTED May 25th, 2021 (THE EFFECTIVE DATE).

Buyers:

John Michael Doe

Seller:

Stephanie Dean
Open Air Properties, LLC

RECEIPT

Receipt of \$200 Down Payment Money and \$0 Doc fee is acknowledged.

Date: May 25th, 2021

Stephanie Dean

Open Air Properties, LLC

Open Air Properties, LLC
500 Westover Dr #31871
Sanford, North Carolina 27330
(470) 798-1080

If you are participating as a Borrower, you are required to complete this written ACH authorization. The original is retained by Open Air Properties, LLC and may be uploaded to your client contract file. Periodically, Federal and State Bank Regulators and Fraud Investigators ask for Client authorizations; if they do this authorization will be provided.

Recurring Payment Form Checking/Savings Account

Here is how the Recurring Payment and Note Automation work:

As the Borrower, you authorize regularly scheduled payments from your checking or savings account. You will be charged at each billing cycle the total amount then due. A notification of payment will be emailed to you and shown on your bank statement.

I John Michael Doe (Borrower) authorize Open Air Properties, LLC ("Lender") to set up my notes and loan agreements using an online software application managed by Lender.

I am authorizing Lender to make withdrawals from one or several designated checking/savings account(s) that I have provided to Lender.

I understand that my account may be drafted automatically. I agree to have sufficient funds in my account and will pay all fees if my payment is dishonored by my bank or credit union for any reason.

Borrower Authorization:

I John Michael Doe (Print Name) authorize Lender to initiate instructions for funds to be charged/debited from my checking or savings (circle which account) account on the loan due date of each month for payment of my loan, the monthly payment amount is \$ 162, plus late fees if any from Lender/Beneficiary. I understand that a charge from either Lender/Beneficiary may appear on the account noted above and that I have access to my payment records at www.Geekpay.io. I understand that Lender is using GeekPay.io to automate accounting and payments.

I have verified with the Financial Institution that the account indicated below is capable of receiving an ACH Debit item. Furthermore, I assert that I am the owner or an authorized signer of this bank account

This authority is to remain in full force and effect until Lender has received notification from me of its termination in such time and in such manner as to afford Lender and the Financial Institution a reasonable opportunity to act upon it.

I understand that I have complete access to my loan and payment records at www.Geekpay.io; and I will receive e-mail alerts to the e-mail account associated with my www.Geekpay.io.

Personal Information:

Legal Name: _____

Address: _____

DOB _____

eMail _____

Telephone _____

Type of Account: _____ Checking _____ Savings

Name on Acct.: _____

Bank Name: _____

Bank City/State: _____

Account Number: _____

Bank Routing #: _____

I agree to notify Lender in writing of any changes in my account information or termination of this authorization 15 days prior to the next due date of the charges.

I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law.

I understand that if there is not money in my account that I may be charged added fees by my bank and by Lender. I will not dispute the Lender recurring billing with my bank; so long as the transaction corresponds to the terms indicated in this agreement or as modified by the parties.

Please sign and date this authorization below.

AUTHORIZED SIGNATURE:

(X) _____

Print Name: _____

Date: _____