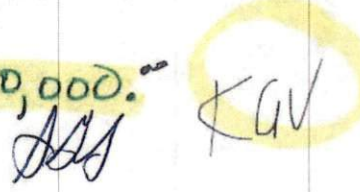


## PURCHASE AND SALES AGREEMENT

Rural Urgent Care LLC, and/or assigns, ("Purchaser"), offers to purchase upon the terms and conditions contained herein from current owner ("Seller") BPRV, LLC, the following described real estate: Lots 1 Riverside Professional Park, containing 1.34 acres more or less, Harnett County, North Carolina and all other improvements located thereon, together with all appurtenant rights, privileges and easements associated therewith (the "Property"). The Effective Date (the "Effective Date") of this Agreement shall be the date last signed by Seller or Purchaser, as the case may be.

1. **Purchase Price:** One Hundred ~~Eighty-Five~~ <sup>Ninety</sup> Thousand Dollars ~~(\$185,000)~~ <sup>\$190,000.00</sup> 
- 1.1 Earnest Money: Five Thousand Dollars (\$5,000.00) to be paid into escrow within Five (5) days after the Effective Date, the "Deposit."
- 1.2 Balance of Purchase Price: Shall be paid in cash or by bank or title company check, or by wire transfer of immediately available funds on the date of the Closing (as hereafter defined), subject to pro-rations and credits due Purchaser as set forth herein.

2. **Inspection Period:**

2.1 Property Inspection.

a) Purchaser's obligation to close under this Agreement is subject to Purchaser's inspections and subsequent approval of the Property as shall be determined by Purchaser in its sole discretion, on or before One Hundred Twenty (120) Days following the Effective Date, (the "Inspection period"). Purchaser's inspections of the Property may include, but are not limited to: geotechnical studies; engineering and structural studies; environmental testing; asbestos testing; surveys and review of title; review of all applicable zoning, building and other laws, ordinances, statutes and regulations; the availability of utilities in the size and capacity needed; review of access to the Property via curb cuts to convenient legal highways and streets in a manner and satisfactory to Purchaser as well as the ability of Purchaser to obtain all local, state and federal permits for its intended use. Notwithstanding anything to the contrary in this Purchase Agreement ("this Agreement"), in the event that Purchaser fails to provide Seller with written notice of acceptance of the Property on or before the last day of the Inspection Period ("the Inspection Date"), this Agreement shall terminate and neither party shall have any further rights or obligations except for those that are expressly stated to survive expiration or termination of this Agreement, and the Escrow Agent shall promptly return the Deposit in its entirety to Purchaser. Seller agrees to make the Property available for the above-described inspections. If Purchaser provides Seller with written notice to terminate prior to the expiration of the Inspection Period, Purchaser may terminate this Agreement and receive a full refund of the Deposit. Purchaser may extend the Inspection Period for two (2) 30 day extensions for an additional \$1,000 to be applicable to purchase price.

b) From and after the Effective Date of this Agreement, Seller shall not permit any third party to adversely affect Seller's title to the Property and will not permit any new or additional exceptions to title to be created except those that will be removed at or prior to the Closing Date (as hereinafter defined).

- 2.2 Seller's Reports: Within five (5) business days following the Effective Date, Seller shall deliver to Purchaser copies of the following documents, to the extent they relate to the Property and are in the possession of or are reasonably available to Seller: all current title insurance policies and commitments, any surveys, leases, contracts, construction documents, engineering and environmental reports and studies, underground tank information, North Carolina Department of Environmental Quality notifications and investigations, any and all environmental or underground storage tank related correspondence and or documents, soil test reports, notices and correspondence to and from governmental entities, tenants, and utility companies, and other reports and correspondence relating to the Property and the use thereof. In the event it is determined during the Inspection Period that Seller has not timely furnished any of the above Records, the Inspection Period shall be extended by the number of days such delivery was delayed.
- 2.3 Seller will allow Buyer's geotechnical engineering and environmental firm to access site, drill bore holes, and investigate the site as needed.
- 2.4 Seller will actively cooperate and, within 48 hours of any request, provide all necessary information and complete any forms as needed for Buyer's environmental firm to conduct environmental assessments or studies of the site.
- 2.5 Purchaser shall deliver copies of any surveys, engineering and environmental studies or reports to Seller related to the property
3. **Survey:** During the Inspection Period, as same may be extended, Purchaser may, at Purchaser's option and at its sole cost and expense, obtain a survey (the "Survey") of the Property. At Closing Purchaser may require that the deed conveying the Property to Purchaser include both the legal description of record and the description by Survey).
4. **Evidence of Title:** Seller will assist buyer if necessary in obtaining preliminary title to property (the "Title Commitment") from: Chicago Title Insurance Company by Purchaser ("Title Company") obligating Title Company to issue to Purchaser an Owner's Title Insurance Policy A.L.T.A. Policy Form B-2011 in the amount of the Purchase Price ("the Title Policy") with all standard and general exceptions deleted and endorsed over so as to afford full "extended form coverage" insuring the marketability of the Property, subject only to the following "Permitted Exceptions": i) applicable governmental laws; ii) easements and other matters of record so long as such matters do not, in Purchaser's sole determination, interfere with, obstruct or impose costs on, or otherwise impair Purchaser's anticipated use and enjoyment of the Property; and iii) the lien for real estate taxes due and payable after the Closing Date. Seller shall cause any and all mortgage liens and other monetary liens affecting the Property to be paid in full and released at Closing. At Closing, the Title Company shall deliver the Title Policy to Purchaser.
- c) During the Inspection Period, Purchaser agrees to notify Seller of Purchaser's disapproval of any matter contained in the Title Commitment or Survey. If the Title Commitment or Survey discloses conditions or matters which Purchaser determines might adversely affect Purchaser ("Defects") said Defects shall, as a condition of the Closing, be cured or removed from the Title Commitment or Survey within thirty (30) days after notice to Seller of the Defects and Closing shall thereafter take place either on the regularly scheduled date of Closing herein specified or ten (10) days after all Defects are cured, whichever is later. Purchaser may, at its sole election, by notice to Seller, proceed to Closing notwithstanding any Defects. If Purchaser does not waive all Defects that are not cured by Seller, Purchaser may terminate this Agreement by notice to Seller and receive a full refund of the Deposit.

5. **Taxes and Assessments:** Real estate taxes shall be prorated between Purchaser and Seller as of 11:59 p.m. on the Closing Date with Purchaser's tax proration credit to be based on the 2021 taxes paid.
6. **Earnest Money:** Purchaser shall deliver the Deposit to the Title Company, as Escrow Agent, within Five (5) days of the Effective Date. In the event that Purchaser delivers written notice to Seller of its acceptance of the Property during the Inspection Period then the Deposit shall become non-refundable (except as otherwise set forth herein) and shall be credited against the Purchase Price at Closing. Notwithstanding anything to the contrary in this Agreement, if all of the contingencies are timely satisfied or waived by Purchaser, and the transaction contemplated hereby fails to close due to a default by Purchaser, the Deposit shall be paid to Seller as liquidated damages for such failure to close in lieu of any other rights or remedies, the parties agreeing that Seller's actual damages would be difficult if not impossible to ascertain, and Purchaser and Seller shall have no further obligation hereunder. Notwithstanding anything to the contrary in this Agreement, if all of the contingencies contained in Section 3.1 hereof are timely satisfied or waived by Purchaser and the transaction contemplated hereby fails to close due to the default of Seller, the Deposit shall be returned to Purchaser and Purchaser may, at its option, exercise the rights and remedies available to Purchaser at law or in equity including the enforcement of this Agreement by an action of specific performance.
7. **Closing; Conveyance of Title; Costs:** Unless this Agreement has been terminated pursuant to Section 3.1 above, Seller and Purchaser agree to close (the "Closing") the sale of the Property on or before the date which is Thirty Days (30) after the Inspection Date (the "Closing Date"). In the event Purchaser elects to expedite Closing (by shortening the Inspection Period or the period after the Inspection Period or both), the Seller and Purchaser will not have less than Fifteen (15) days after the Inspection Date to close.

The Closing shall occur in escrow with Escrow Agent as designated by Purchaser. At Closing, Purchaser shall pay the title insurance examination and standard owner's policy premium and other Title Company charges and cost of Survey. Seller shall pay for any conveyance fees, recording fees, affidavits and any other documents required to convey title, the Seller's legal fees, the Seller's brokerage fees (as described below).

At Closing, Seller shall deliver to Purchaser the following:

- a) The Deed.
  - b) A certification of non-foreign status pursuant to Section 1445(b)(2) of the Internal Revenue Code and an IRS Form 1099S.
  - c) A typical title affidavit, as required by the Title Company, and any other documents reasonably required by Purchaser or the Title Company or other provisions of this Agreement to effect the Closing.
  - d) Exclusive possession of the Property, free of all tenancies.
8. **Removal of Fixtures, Furniture and Equipment:** Prior to Closing, Seller may remove any fixtures, furniture, equipment, cabinetry and/or other attached items on the Property. After Closing, all remaining property becomes property of the Purchaser.
  9. **Representations and Warranties of Seller:** Seller represents and warrants to Purchaser that the

following statements are true as of the date hereof and shall continue to be true on the Closing Date, (as herein defined):

- (a) Seller has good and marketable fee simple absolute title to the Property.
- (b) There is no pending or contemplated claim, litigation, condemnation, administrative action or other legal proceeding involving or affecting any portion of the Property.
- (c) There is no oral or written lease, agreement or contract in any way affecting or related to the Property.
- (d) No default exists under any agreement which in any way affects the Property.
- (e) Both Seller and the individual executing this Agreement on behalf of Seller have the full right, power and authority to enter into this Agreement and to cause the same to create a legal and binding obligation of Seller.
- (f) To the best of Seller's knowledge there is no violation of any applicable building code, zoning code or environmental or other law or regulation affecting the Property.
- (g) To the best of Seller's knowledge no portion of the Property has been used as a site for the dumping of hazardous waste or other toxic materials, and has been used in full compliance with laws, governmental standards and regulations applicable to the Property in respect of occupational health and safety, hazardous waste and substances and all environmental laws. Seller hereby agrees to indemnify and save harmless Purchaser from and against all costs, claims, expenses or damages, including reasonable attorneys' fees and costs of suit, related to the failure of the aforementioned representation to be true.
- (h) To the best of Seller's knowledge the Property is not under a tax reduction program or any other classification that lessens or reduces the real estate tax obligations in any manner and that has caused or may cause an increase in present or future real estate taxes on the Property as a result of the tax savings or deferrals received in prior years.
- (i) To the best of Seller's knowledge no portion of the Property is located within any state, local or federally protected "wetlands" or flood zone or floodway (as such terms are defined in applicable state, local or federal legislation).

The representations, covenants and warranties set forth in this Agreement shall be continuing and shall survive the Closing and shall not be affected by any investigation, verification or approval by any party hereto or by anyone on behalf of any party hereto.

10. **Survivability:** This Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective successors and assigns and successors in title. Purchaser shall have the right to assign this Agreement without being required to obtain Seller's consent. Purchaser's obligations under this contract while in still effect are still binding on Purchaser if contract is assigned.



11. **Condemnation:** If the Property becomes subject to any threatened or actual condemnation proceeding, Purchaser shall have the right to terminate this Agreement or to close and receive the condemnation award or settlement which shall be assigned to Purchaser or if received by Seller prior to Closing delivered to Purchaser at Closing. Seller shall immediately notify Purchaser of any notice or information it receives regarding any action.
12. **Casualty:** Seller shall bear all risk of loss prior to Closing, and shall continue to maintain its existing fire and extended coverage insurance.
13. **Expiration Date:** This offer expires on **February 5, 2022** at 5:00 p.m. Central Time unless Seller accepts the same by executing and delivering a copy of this Agreement to Purchaser.
14. **Time:** If the date by which any action is to be taken, any notice is to be given or any document or information is to be furnished pursuant to this Agreement is not a business day, then the time for the taking of such action, giving of such notice or furnishing of such document or information shall be automatically extended to the next subsequent business day. As used herein, "business day" shall mean any day other than a Saturday, Sunday or legal holiday.
15. **Notices:** Addresses for notice are as follows:

If to Purchaser:

Sam Saia  
Rural Urgent Care, LLC  
1500 1<sup>st</sup> Ave North, Unit 3  
Birmingham, AL 35203  
Phone: (205) 516-0052  
Email: ssaia@mainstreetfamilycare.com

If to Seller:

Attn:  
  
Phone:  
Email:

All notices, demands, consents, statements, requests, or other communications hereunder, or required by law, shall be in writing, and shall be deemed properly delivered when and if (a) personally delivered, (b) sent to the telecopier number listed herein, (c) sent to the e-mail address listed herein, (d) sent by overnight private courier service which in the ordinary course of its business maintains a record of receipt of each of its deliveries, or (e) mailed, United States, mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the parties hereto and other persons at their respective addresses set forth above or as they may hereafter specify by written notice delivered in accordance herewith.

Notices shall be deemed to have been given on the date of delivery or refusal of delivery or if delivery cannot be effected during normal business hours, if by hand delivery; on the date of transmittal by telecopier or e-mail if transmitted by telecopier or e-mail; on the date of record of receipt by the courier if deposited with any private courier service; or date of postmark if sent by United States mail.

A person receiving a notice which does not comply with the technical requirements for

notice under this section may elect to waive any deficiencies and treat the notice as having been properly given.


16. **Brokers:** Buyer shall be responsible for paying Buyer's Broker's Fees, if any. Seller is responsible for paying Seller's Broker's fees. Purchaser and Seller agree to indemnify and hold each other harmless against all claims for brokerage commissions or fees and or finder's fees made by a person or firm, other than the aforementioned Broker, claiming (i) to have been retained by the indemnifying party, or (ii) to be the procuring cause of this transaction due to any act or authorization of the indemnifying party. This indemnification shall survive the Closing of this transaction or the termination of this Agreement.
17. **Confidentiality:** The terms and conditions of this Agreement are deemed confidential and Seller hereby acknowledges and agrees that the terms and conditions of this Agreement will be provided only to those third parties who are essential to completing this transaction (e.g., Seller's attorney and lender).
18. **Construction.** No provisions of this Agreement shall be construed by any court or other judicial authority against any party hereto by reason of such party's being deemed to have drafted or structured such provisions.
19. **Entire Agreement.** This Agreement constitutes the entire contract between the parties hereto and supersedes all prior understandings, if any, there being no other oral or written promises, conditions, representations, understandings or terms of any kind as conditions or inducements to the execution hereof and none have been relied upon by either party. Any subsequent conditions, representations, warranties, or agreements shall not be valid and binding upon the parties unless in writing and signed by both parties.
20. **Original Document.** This Agreement may be executed by both parties in counterparts, each of which shall be deemed an original, but all of such counterparts taken together shall constitute one and the same Agreement.
21. **Counterpart and Electronic Execution:** For purposes of executing this Agreement, a document signed and transmitted by facsimile machine or e-mail shall be treated as an original document. The signature of any party thereon shall be considered as an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document. At the request of either party, any facsimile or e-mail document shall be re-executed by the other party in original form. No party hereto may raise the use of a facsimile machine or e-mail as a defense to the enforcement of this Agreement or any amendment executed in compliance with this Section. This Section does not supersede the requirements of the "Notices" Section.
22. **Governing Law.** This Agreement shall be construed, and the rights and obligations of Seller and Purchaser hereunder shall be determined, in accordance with the laws of the state of Alabama.
23. **Non-Merger.** In addition to the specific language of non-merger found in certain sections of this Agreement, any provision hereof which by its terms would be performed after the Closing shall survive the Closing and shall not merge in the Closing or in the deed, except as specifically provided to the contrary herein.
24. **IRC Section 1031 Exchange of Property:** Purchaser agrees, if requested by Seller, to

cooperate with Seller to permit Seller to consummate an exchange of property pursuant to IRC Section 1031, including but not limited to the execution of those documents necessary to effectuate such exchange. Purchaser's obligation shall be limited to the execution of documents only and Purchaser shall have no obligation to locate any exchange of property or to negotiate the acquisition of same. Purchaser shall not be responsible for any tax or economic consequence associated with any IRC Section 1031 Exchange hereunder, including but not limited to the trust instrument and related documents in connection therewith. Further, Seller agrees to pay all cost relative to the preparation of documents and expenses related to the closing of said exchange transaction with any and all IRS regulations.

25. Acceptance: Seller hereby accepts this offer to purchase and the terms and conditions of this agreement on the date listed below its signature.

PURCHASER:

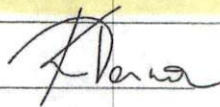
BY: Samuel G. Saia  
Sam Saia, VP of Clinic Development

Dated this ~~2nd~~ <sup>14<sup>th</sup></sup> day of ~~January~~ <sup>February</sup>, 2022. 

This undersigned Seller hereby accepts the above offer to sell on the terms stated.

**BPRV**

SELLER: \_\_\_\_\_

BY: 

ITS: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.