



**ATLANTA COMMERCIAL BOARD OF REALTORS, INC.
EXCLUSIVE LISTING AGREEMENT FOR SALE
OF REAL PROPERTY**



THIS LISTING AGREEMENT is made and entered into on this the 23rd day of December, 2010, between Ameris Bank as owner of the real property described herein, ("Seller"), and Lavista Associates Inc. ("Broker").

WHEREAS, Seller desires to sell real property situated in Dekalb County, Georgia, known as 5600 Covington Highway, Buildings A, C and E of Dominique's Villas, Decatur, Georgia 30035 as more particularly described in Exhibit "A" attached hereto and by reference incorporated herein, including all buildings and improvements thereon and all fixtures and appurtenances, (all of the foregoing being collectively referred to hereinafter as the "Property").

WHEREAS, Broker is licensed by the Georgia Real Estate Commission as a real estate broker and will act as the limited agent of Seller with respect to the negotiations for the sale of Property. Broker is a member of the Atlanta Commercial Board of REALTORS®, Inc.

WHEREAS, Seller desires to engage the services of Broker to market and offer the Property for sale, and Broker desires to assist Seller in that connection, upon the terms, provisions and conditions contained hereinafter.

NOW THEREFORE, for and in consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. APPOINTMENT OF BROKER. Seller hereby appoints Broker as its sole and exclusive limited agent for the term hereof with the sole exclusive right to offer the Property for sale or exchange at the Listing Price, on the terms and conditions contained herein, or for such other price and on such other terms as may be acceptable to Seller.

2. BROKER/AGENCY RELATIONSHIPS.

(A) Broker's agency policy is to represent landlords, tenants, sellers, and purchasers, in the same transaction with disclosed dual agency when both the clients consent in writing, and with respect to the transactions specifically contemplated by this Agreement, seller and a prospective purchaser in the same transaction with disclosed dual agency when both clients consent in writing. Broker also offers designated agency by assigning different salespersons of Broker to represent solely each client to the exclusion of all other clients in the same transaction.

(B) Unless otherwise required by law or Owner permits disclosure of the information by subsequent word or conduct, Broker agrees to maintain the confidentiality of all information identified as confidential by Owner, if that information is received by Broker during the term of this Agreement, as required by the Brokerage Relationships in Real Estate Transaction Act.

(C) Broker has no other known agency relationships which would conflict with the interest of Owner (with the exception that Broker may represent other landlords and tenants in leasing property) except as follows: _____

3. LISTING PRICE. The Property shall be offered at a price of _____ Dollars (\$ _____), the "Listing Price" payable upon the following terms and conditions: all cash at closing or any other price or other terms and conditions acceptable to Seller.

4. LISTING TERM. The term of this Agreement shall commence on the 23rd day of December, 2010 and shall terminate on the 23rd day of June, 2011 (the "Expiration Date"). This term shall be automatically extended for additional days unless Seller gives Broker written notice prior to said Expiration Date that the term will not be automatically extended. In the event that Seller enters into a sales contract while this Agreement is in effect, the term and other time periods set forth in this Agreement shall be automatically extended for a period of time equal to the number of days between the date of execution of said sales contract and the date said sales contract is finally terminated.

5. COMMISSION. In consideration of the services to be rendered by Broker to and for the benefit of Seller with respect to the listing for sale and procuring of a purchaser for the Property, Seller agrees to pay Broker a commission in an amount equal to six percent (6%) of the gross sales price for the Property in the event that during the term of this Agreement: (A) a person or business entity is ready, able and willing to purchase the Property at the Listing Price whether procured by or through the efforts of Broker or any other person, including Seller; (B) Seller enters into an enforceable contract for the sale or exchange of the Property, or any legal or equitable interest in the Property, with any purchaser, without exclusion as to any purchaser, whether by or through the efforts of Broker or any other person, including Seller; (C) Seller contributes or conveys the Property to a partnership, limited liability company, joint venture or other business entity; or (D) Owner is a corporation, limited liability company, partnership or other business entity and an interest in such corporation, partnership or other business entity is transferred, whether by merger, purchase or otherwise, in lieu of a sale of the

Property. Seller also agrees to pay to Broker said commission if within ninety (90) days after termination of this Agreement the Property, or any legal or equitable interest in the Property, is sold, exchanged or conveyed to any prospective purchaser whose attention has been called to the Property during the term of this Agreement. Broker shall deliver to Seller a notice in writing containing a list of such prospective purchasers on or before ten (10) days after the termination of this Agreement. If Seller enters into a listing agreement with another licensed real estate broker with respect to the Property after the termination of this Agreement, Seller shall exclude sales or exchanges of the Property to any prospective purchaser named in said written notice from said listing agreement for said ninety (90) day period. Prospective purchasers as used in this paragraph shall include such person or entity, their respective family members, and affiliates or other entities over which they may exercise control. Seller shall pay Broker said commission at the time of the consummation of the sale or exchange of the Property in immediately available U.S. funds. Seller hereby expressly authorizes Broker to share the commission with any other licensed real estate broker or brokers in any proportion agreeable to Broker.

6. BROKER'S AUTHORITY. Seller authorizes Broker to:

- (A) Utilize such marketing techniques and programs as Broker deems appropriate for and advantageous to the sale of the Property, including the placement of a "For Sale" sign or signs on the Property and the removal of any existing signs;
- (B) Enter the Property at reasonable times with cooperating brokers and their salespersons of the purpose of showing the Property to prospective purchasers; and
- (C) Incur reasonable expenses at Seller's expense for marketing the Property, in an amount not to exceed \$-0-.

7. SELLER'S COVENANTS. Seller agrees to cooperate with Broker, its sales associates and any cooperating brokers fully with respect to Broker's efforts to sell the Property. Seller agrees to refer to Broker all inquiries received by Seller relating to the sale of the Property and to conduct all negotiations with prospective purchasers of the Property through Broker. Seller agrees to reimburse Broker for all authorized expenses incurred by Broker in marketing the Property. Seller represents and warrants to Broker that:

- (A) Seller (i) is the sole fee simple title owner to the Property, (ii) is authorized and has the capacity to execute and deliver this Agreement, and (iii) has the right to convey title to the Property to a purchaser by warranty deed.
- (B) There are no actions, suits or proceedings pending or threatened against Seller or the Property affecting any portion of the Property.
- (C) There are no pending or threatened condemnation actions or special assessments of any nature with respect to the property nor has Seller received any notices of any such condemnation action or special assessment.
- (D) There are no foreclosures pending or threatened with respect to the Property, nor has Seller received any notices of any such foreclosure action being contemplated.
- (E) Seller has not received any notice in writing or otherwise from any governmental agency requiring the correction of any violation with respect to the Property or any part thereof.
- (F) The Property has no known significant or material latent defects and none of the improvements on the Property have been constructed with material known to be a potential health hazard to occupants of the Property, except as disclosed in writing by Seller to Broker in the Owner's Property Disclosure Notice executed by Seller at the time this Agreement is executed. Seller hereby authorizes Broker to disclose to prospective purchasers all information with respect to the Property either furnished by Seller to Broker on the Owner's Property Disclosure Notice, or otherwise furnished to Broker. Seller agrees to hold Broker harmless of and from any and all damages, claims, costs and expenses of every kind and character resulting from or relating to Seller's furnishing to Broker any false, incorrect or inaccurate information with respect to the Property or failing to disclose to Broker any material latent defects in the Property.
- (G) The Property shall be offered, shown and made available for sale to or exchange with all persons on a non-discriminatory basis, without regard to race, color, religion, sex, handicap, familial status or national origin.

8. NOTICES. All notices required or permitted hereunder shall be in writing and shall be personally delivered or sent by U.S. Certified Mail, return receipt requested, postage prepaid or a nationally recognized overnight courier with delivery tracking, or on the date such notice is delivered in person evidenced by a signed delivery receipt, to the party entitled to receive such notice at the respective address of each party hereto set forth on the signature page hereof or at such other address a party hereto shall hereafter designate by written notice in compliance with the terms of this paragraph to the other party hereto.

9. LIMITATION OF LIABILITY. Seller agrees that Broker and any cooperating brokers shall not be responsible in any manner for personal injury to any person or for any loss or damage to personal or real property due to vandalism, theft, freezing water pipes or any other cause of damage or loss whatsoever with respect to the Property.

10. LEGAL EXPENSES. In the event it is necessary for Broker to retain an attorney to enforce the provisions hereof, in addition to the commission payable hereunder, Broker shall be entitled to recover from Seller reasonable attorney's fees and all other costs of collection incurred by Broker in the connection therewith.

11. SEVERABILITY CLAUSE. If any term, provision or covenant contained herein is found to be invalid or unenforceable by a court of competent jurisdiction, then the parties agree that such invalid term, provision or covenant shall be deemed to be severed and deleted from this Agreement, and the remainder of the Agreement shall continue in full force and effect and shall remain fully valid and

enforceable.

12. MISCELLANEOUS. This Agreement shall inure to the benefit of, and be binding upon, the parties thereto, their heirs, administrators, successors, and permitted assigns. Neither this Agreement nor any of the rights, duties or benefits hereunder may be assigned by either party hereto without the prior written consent of the other party hereto. This instrument contains the entire agreement and understanding to the parties hereto with respect to the subject matter contained herein. No representation, promise or inducement not included in this Agreement shall be binding on any party hereto. This Agreement cannot be amended or canceled except by an agreement in writing executed by each of the parties hereto.

13. ATLANTA COMMERCIAL BOARD OF REALTORS, INC. (“ACBR”) DISCLAIMER; WAIVER AND RELEASE OF CLAIMS. This “Disclaimer; Waiver and Release of Claims” provision, without any changes, modifications, deletions or revisions, must be included in all ACBR Form documents that include any reference to ACBR. The parties hereto hereby acknowledge and agree that: (A) *THIS DOCUMENT HAS IMPORTANT CONSEQUENCES, LEGAL, FINANCIAL AND OTHERWISE, AND ACBR HAS ADVISED THE PARTIES THAT THEY SHOULD EACH CONSULT WITH AN ATTORNEY OR OTHER PROFESSIONAL OF THEIR CHOICE WITH RESPECT TO THE TERMS OF, AND/OR THE COMPLETION, MODIFICATION AND/OR EXECUTION OF, THIS DOCUMENT*; (B) form documents by their nature are designed to be of general application, and may not be applicable to specific facts and circumstances, may not address a given party’s specific conditions or requirements and/or may not reflect the relative bargaining or negotiations of the parties, as such variables may arise on any given transaction; (C) to avoid any possible misunderstanding or confusion as to the original form of this document and any revisions, modifications or changes to it, any and all revisions, modifications or changes to the original should be made readily apparent by highlighting, underscoring or other means to distinguish them from the original ACBR form; (D) ACBR has made the original versions of this document and other document forms available to ACBR’s members as a service, but makes no representation or warranty, express or implied, as to the suitability or applicability of the terms and conditions of, or the enforceability of, this document or other document forms; (E) ACBR document forms are updated by ACBR from time to time, and ACBR strongly recommends to the parties that they use the most current, updated versions of any such document forms; and (F) by executing this document the parties hereto each hereby waive and release ACBR, its officers, directors, members, employees and agents, from any and all claims, demands and/or causes of action (whether known or unknown) arising out of, pertaining to or resulting directly or indirectly from the use of this form document.

14. SPECIAL STIPULATIONS: N/A

Seller acknowledges that Seller has read and understood the terms of this Agreement and has received a copy of it.

-Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed, under seal, in their respective names and on their behalf by their duly authorized officials, the day and year indicated below.

SELLER: AMERIS BANK

By: _____(Seal)

Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

Date: _____

BROKER: LAVISTA ASSOCIATES, INC.

By: _____(Seal)

Name: Thomas F. Davenport, III

Title: President

Address: 3105 Northwoods Place
Norcross, Georgia 30071

Phone: 770.448.6400

Fax: 770.729.2852

Date: _____

Firm License #: H-5123

Agent Name(s): Henry G. Wood, Jr.

Agent License # (s): _____

Add additional names & License #'s of other agents involved in connection with this transaction.

Exhibit "A"

Dominique's Villas-Unit A- Legal Description

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 6 & 7 of the 16th District, DeKalb County, Georgia, as shown on the certain Condominium Plat for Dominique's Villas, dated October 29, 2006, prepared by Frontline Surveying & Mapping, Inc. by Thomas Edward Peay, Jr., G.R.L.S. No. 2402, and recorded in Plat Book 192, pages 16-19, DeKalb County, Georgia records, said tract being more particularly described according to said plat as follows:

Begin at a point located on the southwesterly right-of-way line of Hidden Creek Drive (55 foot right-of-way), said point being located 365.59 feet in a southwesterly direction along said right-of-way line from its intersection with the southeasterly right-of-way line of Covington Highway (U.S. Highway 278) (right-of-way varies), if extended to form a point;

Leaving the aforesaid right-of-way line of Hidden Creek Drive (55 foot right-of-way), continue thence North 72 degrees 20 minutes 37 seconds West for a distance of 285.72 feet to a point;

Continue thence North 17 degrees 43 minutes 17 seconds East for a distance of 361.61 feet to a point marked by an iron pin set located on the southeasterly right-of-way line of Covington Highway (U.S. Highway 278) (right-of-way varies);

Continue thence along the aforesaid right-of-way line along the arc of a curve to the right, a distance of 75.2 feet to a point, having a radius of 2,143.49 feet and being subtended by a chord bearing and distance of North 69 degrees 21 minutes 14 seconds West for a distance of 75.19 feet;

Continue thence South 19 degrees 41 minutes 19 seconds West for a distance of 63.75 feet to a point, this point being the TRUE POINT OR PLACE OF BEGINNING;

Continue thence South 17 degrees 32 minutes 35 seconds West for a distance of 115.00 feet to a point;

Continue thence North 72 degrees 27 minutes 25 seconds West for a distance of 48.00 feet to a point;

Continue thence North 17 degrees 32 minutes 35 seconds East for a distance of 115.00 feet to a point;

Continue thence South 72 degrees 27 minutes 25 seconds East for a distance of 48.00 feet to a point, this point being the TRUE POINT OR PLACE OF BEGINNING.

Dominique's Villas- Unit C- Legal Description

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 6 & 7 of the 16th District, DeKalb County, Georgia, as shown on the certain Condominium Plat for Dominique's Villas, dated October 29, 2006, prepared by Frontline Surveying & Mapping, Inc. by Thomas Edward Peay, Jr., G.R.L.S. No. 2402, and recorded in Plat Book 192, pages 16-19, DeKalb County, Georgia records, said tract being more particularly described according to said plat as follows:

Begin at a point located on the southwesterly right-of-way line of Hidden Creek Drive (55 foot right-of-way), said point being located 365.59 feet in a southwesterly direction along said right-of-way line from its intersection with the southeasterly right-of-way line of Covington Highway (U.S. Highway 278) (right-of-way varies), if extended to form a point;

Leaving the aforesaid right-of-way line of Hidden Creek Drive (55 foot right-of-way), continue thence North 72 degrees 20 minutes 37 seconds West for a distance of 285.72 feet to a point;

Continue thence North 17 degrees 43 minutes 17 seconds East for a distance of 53.33 feet to a point;

Continue thence North 72 degrees 16 seconds 43 minutes West for a distance of 33.49 feet to a point, this point being the TRUE POINT OR PLACE OF BEGINNING;

Continue thence North 72 degrees 27 minutes 25 seconds West for a distance of 115.00 feet to a point;

Continue thence North 17 degrees 32 minutes 35 seconds East for a distance of 48.00 feet to a point;

Continue thence South 72 degrees 27 minutes 25 seconds East for a distance of 115.00 feet to a point;

Continue thence South 17 degrees 32 minutes 35 seconds West for a distance of 48.00 feet to a point, this point being the TRUE POINT OR PLACE OF BEGINNING.

Dominique's Villas - Unit E Legal

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 6 & 7 of the 16th District, DeKalb County, Georgia, as shown on the certain Condominium Plat for Dominique's Villas, dated October 29, 2006, prepared by Frontline Surveying & Mapping, Inc. by Thomas Edward Peay, Jr., G.R.L.S. No. 2402, and recorded in Plat Book 192, pages 16-19, DeKalb County, Georgia records, said tract being more particularly described according to said plat as follows:

Begin at a point located on the southwesterly right-of-way line of Hidden Creek Drive (55 foot right-of-way), said point being located 365.59 feet in a southwesterly direction along said right-of-way line from its intersection with the southeasterly right-of-way line of Covington Highway (U.S. Highway 278) (right-of-way varies), if extended to form a point;

Continue thence along the right-of-way line of Hidden Creek Drive, South 22 degrees 04 minutes 39 seconds West for a distance of 6.16 feet to a point;

Continue thence along the aforesaid right-of-way line along the arc of a curve to the left a distance of 109.29 feet to a point, said arc having a radius of 286.93 feet and being subtended by a chord bearing and distance of South 11 degrees 05 minutes 52 seconds West 108.63 feet;

Continue thence along the aforesaid right-of-way line South 00 degrees 25 minutes 21 seconds West for a distance of 49.71 feet to a point marked by an x in the concrete found;

Leaving the aforesaid right-of-way line, continue thence North 83 degrees 32 minutes 16 seconds West for a distance of 56.61 feet to a point;

Continue thence North 77 degrees 32 minutes 04 seconds West for a distance of 231.20 feet to a point;

Continue thence North 69 degrees 02 minutes 13 seconds West for a distance of 20.33 feet to a point;

Continue thence North 20 degrees 57 minutes 47 seconds East for a distance of 68.14 feet to a point, this point being the TRUE POINT OR PLACE OF BEGINNING;

Continue thence North 17 degrees 32 minutes 34 seconds East for a distance of 100.00 feet to a point;

Continue thence North 72 degrees 27 minutes 26 seconds West for a distance of 60.00 feet to a point;

Continue thence South 17 degrees 32 minutes 34 seconds West for a distance of 100.00 feet to a point;

Continue thence South 72 degrees 27 minutes 26 seconds East for a distance of 60.00 feet to a point, this point being the TRUE POINT OR PLACE OF BEGINNING.