

**AGREEMENT CONFIRMING ACCEPTANCE OF  
TERMS AND CONDITIONS OF SALE**

In order to complete a sale a successful bidder must have agreed or agree to the terms and conditions of the sale by signing this agreement. Electronic signatures are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

Assets will be sold in an online format. An Auction Bid Deadline will be determined. Online registration and bidding will start ten (10) days prior to the Auction Bid Deadline.

**AUCTIONEER:** Sammons & Associates of Georgia, LLC d/b/a Bullseye Auction & Appraisal.

**SELLER:** Jordan E. Lubin, as and only as Chapter 7 Trustee for Above the Air, LLC, Chapter 7 Case No 18-51881-SMS, United States Bankruptcy Court for the Northern District of Georgia.

**LANDLORD:** Wilensky Southlake, LLC and Kresses Southlake, LLC.

**PUBLIC INSPECTION:** A public inspection will take place the day before the Auction Bid Deadline from 10am-1pm.

**INSPECTION SITE:** 1395 Southlake Parkway, Morrow, GA 30260 (the "Premises").

**TERMS:** All assets must be paid in full within 24 hours following the auction with cashier's check, cash, check with bank letter of guarantee or wire transfer. Major credit cards are accepted but will incur a 3% convenience fee at checkout.

**REMOVAL:** Buyer assumes full responsibility for the packing and shipping of lots won at auction. Removal must occur no later than 10 days following the auction. For certain Lots as may be designated by Landlord or Auctioneer prior to removal, Buyer shall be required to provide proof of liability insurance in the minimum amount of \$1,000,000. If applicable, all disconnected utility connections shall be tied off in accordance with applicable building and safety codes. Buyer will be responsible for any costs incurred by Landlord for damages or expenses incurred by Landlord to remedy Buyer's failure to tie off any disconnected utility connections or for any other damages to the Premises resulting from the removal of any purchased item and shall indemnify Landlord for same. For any lots remaining on the Premises after 10 days following the auction Buyer grants Landlord a landlord storage lien and agrees to pay a per diem storage charge equal to the lesser of the purchase price for the lot or lots or \$500 per day.

**RELEASE AND WAIVER OF LIABILITY:** Buyer agrees to release and hold harmless Landlord, Auctioneer and Trustee and their agents, employees and representatives from all claims or liabilities of any kind arising from the purchase and removal of the purchased items, including without limitation claims for personal injuries and property damage, even if that liability may arise out of negligence or carelessness on the part of the Landlord, Auctioneer or Trustee and their agents, employees and representatives.

**SALES TAX:** Applicable sales tax will be added to all assets UNLESS proper tax exempt forms are brought with you to the auction, NO EXCEPTIONS.

**ALL SALES AS “AS IS, WHERE IS”:**

**SELLER DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS AS TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE QUANTITY OR QUALITY THEREOF. ALL PROPERTY IS BEING SOLD AS IS, WHERE IS, WITH ALL FAULTS AND SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY DISCLAIMED.**

**NO LIABILITY:** No liability is assumed by Auctioneer, Seller or Landlord or any of their agents. In addition, the parties hereto acknowledge that Seller, Landlord and Auctioneer are not obligated to and have not made any independent investigation of the condition of the Property. In no event shall Trustee, Landlord or Auctioneer be liable to any Buyer for general, special, incidental, indirect, or consequential damages, including, without limitation, loss of use, revenue, or profit due to any cause whatsoever.

**ASSETS SUBJECT TO WITHDRAWAL AND PRIOR SALE:** Any or all assets may be withdrawn from the sale at any time by the Auctioneer or Trustee prior to completion of the sale and any or all assets are subject to private sale or relisting. A sale shall not be completed until this agreement is duly executed.

Dated: \_\_\_\_\_

[BUYER]

\_\_\_\_\_  
By:  
Its:

Schedule of Purchased Lot(s)

| Lot No. | Description | Purchase Price |
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