

## **Buy / Sell Agreement**

Michael Lawler (Owner) and Jason Sullivan (Owner) Parties: This Buy-Sell Agreement (the		
"Agreement") is made and entered into as of [Date], by and l	between: The Real	
Estate Investors, LLC., and the credit partner (borrower/s). Real Estate Investors, the credit partner (borrower/s) is the seller.		
Seller(s): [Full Legal Name(s) of the Seller(s)]	_	
[Address]	_	
[City, State, ZIP Code]	<u> </u>	

## Buyer(s):

Jason Sullivan (Owner): The Real Estate Investors, LLC., Michael Lawler (Owner) The Real Estate Investors, LLC, Business Details: The Real Estate Investors, LLC., 3307 Kavanaugh Circle NW, Huntsville, AL, 35810. Address of the Business: [Business Type of Business: The Real Estate Investors, LLC, full scope of work consists of but not limited to real estate, lending, education, trucking, leasing, marketing, consulting and entertainment.

## **Terms and Conditions:**

- <u>Purchase Price:</u> The agreed-upon purchase price for the business interest is the amount of funding that has been agreed upon before the lending process begins. The Real Estate Investors, LLC., has the capacity to lend funds to credit partners (borrower/s) between \$1,000-\$60,000. The seller receives the amount agreed upon
- Once the lending amount is agreed upon, a partnership between buyer, The Real Estate Investors, LLC., and seller, credit partner (borrower/s) enters a partnership by adding the seller as a member to The Real Estate Investors, LLC. The seller remains a 15%-member partner with The Real Estate Investors, LLC until the approval of credit is guaranteed by the lender(s). The partnership is to make sure both parties can maximize all lending options by combining personal and business credit to achieve the lending process as discussed prior to approvals. Once all approvals have been completed, the seller will then be removed from The Real Estate Investors, LLC., articles of organization, making the credit partner (borrower/s) seller free from all legal, non-legal, taxes, registrations, licenses, or any other incumbencies of The Real Estate Investors, LLC, past present and future.
- <u>Payment Terms:</u> Credit partners (borrower/s) sellers, understand that the buyer The Real Estate Investors, LLC will be separately lending the credit partner (borrower/s) from the credit attained through this partnership. The seller then agrees to accept the amount agreed upon, that was discussed prior to all approvals. The buyer, The Real Estate Investors, LLC, will agree to all lending amounts discussed prior to the lending approvals. The Real Estate Investors, LLC, buyer and credit partner (borrower/s) seller understand that the buyer The Real Estate Investors, LLC will take over all credit approvals that have been approved for/by the lender(s).



- The buyer, The Real Estate Investors, LLC, will receive and disperse the funding amount agreed upon between both parties, to the credit partner (borrower/s) seller within a two-week period from the approval process and signing of this document(s). All documents must be signed by the credit partner (borrower(s) seller before funds are dispersed.
- The payment will be made as follows: Payments can be made weekly, monthly, lump sum, partial payment. Payment(s) dates are structured by and between The Real Estate Investors, LLC, and credit partner (borrower(s) seller set at a pre-determined date which both parties will agree on. (see below)
- Closing Date: The closing of the sale will occur on the date of lender approval, in which the credit partner borrower(s) seller signs and agrees to remove their responsibility from The Real Estate Investors, LLC.
- Allocation of Purchase Price: The parties agree to allocate the purchase price among the business assets as follows: The Real Estate Investors, LLC will be lending a portion of the full credit attained by the lender(s). The credit partner borrower(s) seller agrees that the loan provided is for the sale of the 15% interest in the removal of the credit partner borrower(s) seller from The Real Estate Investors, LLC. No funds will be dispersed to either party if the removal of the credit partner borrower(s) seller does not comply.
- Representations and Warranties: The Seller(s) represent and warrant that if a breach of contract, for any purpose the credit partner borrower(s) seller feels within its rights, can hire legal consult whenever deemed adequate. The Real Estate Investors, LLC legal filing state is Alabama.
- Restrictions on Transfer: The credit partner borrower(s) seller agrees not to transfer, sell, or otherwise dispose of their interest in the business to any third party without the written consent of buyer The Real Estate Investors, LLC. The credit partner borrower(s) also agree that during anytime of the approval process and the time during/within the credit partner borrower(s) seller is added to The Real Estate Investors, LLC, they are restricted from attaining additional credit using the buyer The Real Estate Investors, LLC. Credit partners borrower(s) can use the buyers The Trade Station LLC for additional lines of credit partnership on a one at a time interval.
- Right of First Refusal: In the event of a proposed sale of the business interest by a credit partner borrower(s) seller, this contract becomes null and void.
- Closing Documents: The parties agree to execute any additional documents necessary to effectuate the transfer of the business interest.



<u>Dispute Resolution:</u> Any disputes arising out of or related to this Agreement shall be resolved through legal court(s) mediation, arbitration etc.

<u>Governing Law:</u> This Agreement shall be governed by and construed in accordance with the laws of Alabama/United States.

<u>Signatures:</u> The parties acknowledge their understanding and agreement to the terms and conditions outlined in this Buy-Sell Agreement.

Seller(s):	
[Full Legal Name(s) of the Seller(s)	
Signature	
Date	
Seller(s):	
[Full Legal Name(s) of the Seller(s)	
Signature	
Date	
Buyer(s):	
Jason Sullivan, Owner	
The Real Estate Investors, LLC	
Signature	
Date	
Michael Lawler, Owner	
The Real Estate Investors, LLC	
Signature	
Date	