

REAL ESTATE

2186 SYLVESTER HWY, SUITE 1 **MOULTRIE, GEORGIA 31768**

CONTRACT FOR SALE OF REAL PROPERTY

+/- Acres,

State of Georgia County of Mitchell	Property Address: The Home Tract, Tract(s)	,+/- Acres,	, Pelham, GA 31779
Seller's agent, all that	chaser,	ate broker, herein referred escribed in Exhibit "A" att	ached hereto and made a
(\$) apayable to the Seller	of said Property shall be and is inclusive of the 10% Buyer's Premium (the in cash at Closing (as hereinafter defined) in it aser's ability to obtain financing of any kind.		
Price) certified funds a cause of this Contract, enable Broker to enfo agrees to pay Broker to event the sale is not conherein, then the Seller earnest money to Purcherein, Purchaser shall earnest money toward earnest money deposit specific performance of fails to make deposit or shall have the right to deposit or Seller may eattorney's fees and cos (15) days written notice made. Any party may of the fifteen (15) day no objection is made, Browearnest money as indicompetent jurisdictions resolve the dispute. Including reasonable as	The Weeks Group, LLC., receipt of which is here against money to be applied towards the purchase Broker has rendered a valuable service for which rece Broker's commission rights hereunder against the full commission as provided in the auction list onsummated because of Seller's inability, failure, shall pay the full commission to Broker, and Brohaser. Purchaser agrees that if Purchaser fails or relatively for the full commission; propayment of, but not to exceed, the full commission as liquidated damages and full settlement of any consideration and obligations against the Purchaser under redeposits are not collectible, Purchaser shall be considered the Property for sale to others and to demand specific performance. The Purchaser in each party's last known adobject in writing to the disbursement, provided the object in writing to the disbursement of the provided the object in writing to the disbursement of the provided the object in writing to the disbursement of the provided the object in writing to the disbursement of the provided the object in writing to the disbursement of the provided the	e price when the sale is come reason Broker is made a set the parties hereto on the ting contract when the sale or refusal to perform any sker, at the option of the Prefuses to perform any of the vided that Broker may firm. The Seller may elect to claim for damages or the Set the terms of this Contract insidered to have breached than liquidated damages existence when the contract is the same state of the terms of the liable of this Agreement, Broker shaderss), stating to whom the contract of the contract of the same shall be waived or a combination of the form of the form of the same funds interpleaded for interpleaded action. The costs and expenses reimburgers	party of this Contract to e following basis: Seller is consummated. In the of the Seller's covenants urchaser, shall return the he Purchaser's covenants est apply one-half of the accept the balance of the eller may seek to enforce this agreement and Seller this agreement and Seller qual to the amount of the for Broker's commission, all give all parties fifteen e disbursement(s) will be Broker prior to the end of d. In the event a timely llowing: (1) disburse the t money into a court of parties an opportunity to its costs and expenses, prevailing party in the

Seller('s) initials _____; Auctioneer/Broker's initials _____; Purchaser(s) initials: _____

shall seek damages from Broker or Escrow Deposit Holder (nor shall Broker be liable for the same) for any matter arising out of or related to the performance of Broker's duties under this earnest money paragraph, and the parties indemnify Broker and Escrow Deposit Holder accordingly.

Seller warrants that Seller presently owns fee simple title to said Property subject to the Permitted Encumbrances (as hereinafter defined). At Closing, Seller agrees to convey title to said property by warranty deed, as applicable, unless otherwise specified herein, subject only to (1) zoning ordinances affecting said Property; (2) easements, rights-of-way, covenants, restrictions, encumbrances and other matters of record, if any; (3) any easements, rights-of-way, cemeteries or other matters that would be disclosed by an accurate survey or inspection of the Property, (4) taxes for the current year and all subsequent years; and (5) leases, other easements, other restrictions and encumbrances specified in this Contract, if any (collectively, the "Permitted Encumbrances"). In the event leases are specified in this Contract, Purchaser agrees to assume Seller's responsibilities thereunder to the Tenant and to the Broker who negotiated such leases.

The Purchaser shall have 15 days after acceptance of this Contract to examine title of Property and in which to furnish Seller with a written statement of objections affecting the marketability of said title. The title herein required to be furnished by the Seller shall be good and marketable, and that marketability shall be determined in accordance with Applicable Law, as supplemented by the Title Standards of the State Bar of Association of the state in which the Property is located. Any defect in the title which does not impair marketability pursuant to said Title Standards, shall not constitute a valid objection on the part of the Purchaser; provided that the Seller furnishes any affidavits or other documents, if any, required by the applicable Title Standard to cure such defect. In the event curative work in connection with the title is required, Purchaser and Seller agree to and do extend time for closing to a date no more than fifteen (15) days following completion of necessary curative work but in no event shall such extension exceed 120 days from original closing deadline. If title is not marketable at expiration of said period, Purchaser shall have the option of (1) Accepting the title as is, or (2) Demanding a refund of the deposit and this Contract shall be null and void.

Should the Property be destroyed or substantially damaged as a result of a fire, storm or other casualty before the Closing Date, Seller shall immediately notify the Purchaser or Broker, after which the Purchaser may declare this Contract null and void and receive a refund of the earnest money deposited. In the event Purchaser elects not to void this Contract pursuant to this paragraph, then within five (5) calendar days after Seller receives notification of the amount of the insurance proceeds which Seller will receive as a result of said casualty, if any, Seller shall notify Purchaser of the amount of insurance proceeds and the Seller's intent to repair or not to repair said damage. Within five (5) calendar days of Seller's notification, Purchaser may (A) declare this Contract null and void and receive a refund of the earnest money deposited, or (B) proceed to Closing and receive such insurance proceeds as are paid to Seller on the loss resulting from said casualty if Seller has elected not to repair said damage.

Broker retains the right not to deposit Purchaser's earnest money deposit in Broker's escrow account until such time as this Contract is accepted by all parties.

Neither Seller nor Broker make, nor have made, any warranties or representations as to the status of any oil, gas, or mineral rights pertaining to the Property. The Seller agrees to convey all its interest in any such oil, gas, or mineral rights, if any, to the Purchaser at closing. The conveyance of the Property shall be subject to any prior reservation or sale of such oil, gas, and mineral rights, if any.

Neither Seller nor Broker make, nor have made, any warranties or representations to Purchaser with respect to (i) the existence or nonexistence of any pollutants, contaminants or hazardous waste upon the Property prohibited by federal, state or local law or (ii) the existence or nonexistence of any claims based thereon arising out of the actual or threatened discharge, release, disposal, seepage, migration or escape of such substances at, from, under, onto, or into the Property. Purchaser shall rely upon Purchaser's own environmental audit or examination of the Property, to determine such issues and acknowledges that no representations and warranties have been made by Seller or Broker with regard to such matters. PURCHASER WAIVES AND RELEASES SELLER FROM AND AGREES TO ASSUME ANY PRESENT OR FUTURE CLAIMS ARISING FROM OR RELATING TO THE PRESENCE OR ALLEGED PRESENCE OF HARMFUL OR TOXIC SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY INCLUDING, WITHOUT LIMITATION, ANY CLAIMS UNDER OR ON ACCOUNT OF (I) THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS THE SAME MAY HAVE BEEN OR MAY BE AMENDED

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Seller('s) initials;	; Auctioneer/Broker's i n itials	; Purchaser(s)	initials:

FROM TIME TO TIME, AND SIMILAR STATE STATUTES, AND ANY REGULATIONS PROMULGATED THEREUNDER, (II) ANY OTHER FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION, NOW OR HEREAFTER IN EFFECT, THAT DEALS WITH OR OTHERWISE IN ANY MANNER RELATES TO, ENVIRONMENTAL MATTERS OF ANY KIND, OR (III) THIS CONTRACT OR THE COMMON LAW. THE TERMS AND PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING HEREUNDER.

Purchaser acknowledges that Purchaser has inspected the Property or has had the opportunity to do so and chose not to inspect the Property. Purchaser is relying solely on his own inspection and judgment and not on any representations, warranties or guaranties made by Seller or Broker in purchasing the Property. Further, all parties acknowledge and agree that the Property is being sold "AS IS" with any and all faults. The Seller shall have no obligation to make repairs or replacements noted in any inspection(s) made by or for Purchaser. Such repairs or replacements shall be the sole responsibility of Purchaser. The provisions of this paragraph shall survive closing.

Purchaser and Seller acknowledge and agree that the only Broker involved in the transaction contemplated herein as Seller's agent is The Weeks Group, LLC Broker has acted as agent for the Seller in the transaction contemplated herein as disclosed in Exhibit "C" attached hereto. Broker has not acted as agent for the Purchaser.

This Contract shall not be transferred or assigned without the written consent of all parties to this Contract and any permitted assignee shall fulfill all the terms and conditions of this Contract.

Notwithstanding anything contained herein to the contrary, Seller's responsibility in connection with the Property shall cease at Closing, and Closing shall constitute Purchaser's acceptance of the Property unless provision is otherwise made in writing.

Purchaser and Seller agree to comply with and to execute and deliver such certifications, affidavits, and statements as are required at the Closing in order to meet the requirements of Internal Revenue Code Section 1445.

Except as may otherwise be provided for in this Contract, all notices or demands required or permitted hereunder shall be delivered either (A) in person; (B) by overnight delivery service prepaid; (C) by facsimile (FAX) transmission; or by (D) the United States Postal Service, postage prepaid, registered or certified, return receipt requested. Such notices shall be deemed to have been given as of the date and time the same are actually received by Broker or Seller.

Seller and Purchaser hereby instruct the closing attorney to: (A) obtain and distribute to and from the appropriate parties such certifications, affidavits, and statements as are required in order to meet the requirements of Internal Revenue Code 1445 (Foreign/Non-Foreign Sellers), or in the alternative to disburse and hold the sales proceeds in such a manner as may be required to comply with Internal Revenue Code 1445; (B) file with the Internal Revenue Service the IRS Form 1099B documenting this transaction, and comply with any other reporting requirements related thereto, and (C) unless otherwise provided herein, apply earnest money as a credit toward Broker's commission with any excess being paid to Seller at Closing.

This Contract is inclusive of the special conditions of sale contained in Exhibit "B" attached hereto and made a part of this Contract by reference. If special stipulations are in conflict with prior printed context of this Contract, then the special stipulations will govern this Contract.

This Contract and the Exclusive Auction Listing Contract between Broker and Seller constitutes the sole and entire agreement between the parties hereto and no modification of this Contract shall be binding unless attached hereto and signed by all parties to this Contract. No representation, promise, or inducement not included in this Contract shall be binding upon any party hereto.

This contract may be executed without modification in counterparts by the undersigned parties via electronic (scanned) or facsimile signature and, when assembled, shall constitute a single binding agreement.

For all purposes in this Contract, an electronic signature or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Contract with original signatures if requested to do so by any other party to this Contract.

	CONTRACT FOR SALE OF REAL	PROPERTY	
Seller('s) initials	; Auctioneer/Broker's initials	; Purchaser(s) initials:	

PURCHASER:		PURCHA
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Title:		Title:
		Date:
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By:		<u>-</u>
As its: Broker	GA R.E. Lic. # <u>341667</u>	_
Date:		

Exhibit "A"

Legal Description
A tract of land lying and being situated in Land Lots in the 10 th Land District of Mitchell County, Georgia and being described as tract(s) containing +/- acres according to an engineer's sketch attached to this contract as Exhibit "A2", and being all or a portion of that tract of land being more particularly described as follows:
Tax Parcel Number: 01350-015-000
Property Description: 126.59+/- Acres, LL 148/LD 10, Produce Rd, Pelham, Mitchell County, GA 31779
ALL THAT TRACT OR PARCEL OF LAND situate, lying and being in Land Lot Nos. 148 and 149 in the 10th Land District of Mitchell County, Georgia, being more particularly identified as Tract 1containing 123.649 acres on a plat of survey prepared for Vance Hiers, Sr. et al by Larry W. Grogan, Georgia Registered Land Surveyor No. 1649 dated March 24, 2009, recorded in Plat Book 33, Page 85 among the deed records of Mitchell County, Georgia reference to which plat is made for a more particular description by metes and bounds and courses and distances as set forth thereon.
All that tract or parcel of land lying and being in Land Lot 150 in the 10 th Land District of Mitchell County, Georgia, containing 2.94 acres, more or less, and being more fully described as follows:
COMMENCE at the southeast comer of said Land Lot 150, and run thence south 89 degrees 08 minutes 28 seconds west along the south boundary line of said Land Lot 150, a distance of 187.24 feet to a point, continue along said land lot line with a fence located thereon, south 89 degrees 15 minutes 32 seconds west 939.53 feet to an iron pin found being the POINT OF BEGINNING of the tract herein described, continue along said south boundary line, south 89 degrees 15 minutes 32 seconds west 747.55 feet to an iron pin found, run thence north 1 degree 35 minutes 28 seconds west along the east right of way margin of Produce Road 42.14 feet to an iron pin set, being located on the southerly right of way margin of Georgia Route 93, run thence north 67 degrees 25 minutes 49 seconds east along south right of way margin 103.25 feet to a point, continue along said south right of way margin north 62 degrees 05 minutes 06 seconds east 2,914.79 feet to an iron pin set, run thence south 27 degrees 58 minutes 23 seconds east 369.56 feet to the point of beginning of the tract herein described.
Said tract or parcel of land being more fully shown and delineated on plat of survey prepared by Dan Hinson, Land Surveyor, Inc., dated the 9 th day of January, 2013, recorded in Plat Book 34, page 165, Office of Clerk of Superior Court of Mitchell County, Georgia, said plat expressly incorporated herein and made a part hereof.
Being a portion of that property conveyed to Blake Beasley by deed dated the 24 th day of January, 2013, recorded in Deed Book 1035, page 132, aforesaid records.
Tax Parcel Number: 01180-012-000
Property Description: 257.38+/- Acres, LL 148/LD 10, 2195 Produce Rd, Pelham, Mitchell County, GA 31779
Tract 1: All that tract or parcel of land lying and being in Land Lots 148, 149, 172 and 173 of the 10th Land District of Mitchell County, Georgia, containing 28.37 acres and being more particularly shown and delineated on plat of survey dated August 16, 2001 based upon a survey dated August 15, 2001, by Larry W. Grogan, Georgia Registered Land Surveyor No. 1649, prepared for James W. Curles and recorded in Plat Book 30, page 55, in the Office of the Clerk of Superior court of Mitchell County, Georgia, said plat expressly incorporated herein and made a part hereof.
Tract 3: All that tract or parcel of land lying and being in Land Lots 148 and 149 of the 10th Land District of Mitchell
CONTRACT FOR SALE OF REAL PROPERTY Seller('s) initials; Auctioneer/Broker's initials; Purchaser(s) initials:

County, Georgia, containing 1.30 acres and shown as Tract No. 4 on that certain plat of survey dated January 4, 1984, prepared for Roy Bolthouse, by Larry W. Grogan, Georgia Registered Land Surveyor and recorded in Plat Book 17, page 119 in the Office of the Clerk of Superior court of Mitchell County, Georgia, said plat expressly incorporated herein and made a part hereof.

Tract 4: All that tract or parcel of land lying and being in Land Lot 148 of the 10th Land District of Mitchell County, Georgia, containing 64.64 acres and shown as Tract No. 8 on that certain plat of survey dated January 4, 1984, prepared for Roy Bolthouse, by Larry W. Grogan, Georgia Registered Land Surveyor and recorded in Plat Book 17, page 119 in the Office of the Clerk of Superior court of Mitchell County, Georgia, said plat expressly incorporated herein and made a part hereof.

Tract 5: All that tract or parcel of land lying and being in Land Lot 148 of the 10th Land District of Mitchell County, Georgia, containing 2.70 acres and shown as Tract No. 9 on that certain plat of survey dated January 4, 1984, prepared for Roy Bolthouse, by Larry W. Grogan, Georgia Registered Land Surveyor and recorded in Plat Book 17, page 119 in the Office of the Clerk of Superior court of Mitchell County, Georgia, said plat expressly incorporated herein and made a part hereof.

Tract 6: All that tract or parcel of land lying and being in Land Lot 149 of the 10th Land District of Mitchell County, Georgia, containing .80 acres and shown as Tract No. 10 on that certain plat of survey dated January 4, 1984, prepared for Roy Bolthouse, by Larry W. Grogan, Georgia Registered Land Surveyor and recorded in Plat Book 17, page 119 in the Office of the Clerk of Superior court of Mitchell County, Georgia, said plat expressly incorporated herein and made a part hereof.

Tract 7: All that tract or parcel of land lying and being in Land Lot 149 of the 10th Land District of Mitchell County, Georgia, containing 96.45 acres and shown as Tract No. 11 on that certain plat of survey dated January 4, 1984, prepared for Roy Bolthouse, by Larry W. Grogan, Georgia Registered Land Surveyor and recorded in Plat Book 17, page 119 in the Office of the Clerk of Superior court of Mitchell County, Georgia, said plat expressly incorporated herein and made a part hereof.

Tax Parcel Number: 01350-013-000

Property Description: 0.4+/- Acre, LL 148/LD 10, Produce Rd, Pelham, Mitchell County, GA 31779

All that certain piece, parcel or tract of land situate, lying and being in the 10th Land District of Mitchell County, Georgia, and being 0.40 acres, more or less, of Land Lots No. 138 and 149, and more particularly described as follows:

For the point of beginning of the tract herein conveyed begin at the northeast corner of Land Lot No. 148, which is also the southeast corner of Land Lot No. 149, and run south 86 degrees 52 minutes 50 seconds west 1225.85 feet to a point on the northeast margin of the right of way of a county paved road which is the POINT OR PLACE OF BEGINNING of the tract herein described, and from said point of beginning run north 53 degrees 54 minutes 25 seconds west 130.0 feet along the margin of said road to a point, thence run north 36 degrees 05 minutes 35 seconds east 134.03 feet to a point; thence run, south 53 degrees 54 minutes 25 seconds east 130.0 feet to a point; thence run south 36 degrees 85 minutes 35 seconds west 134.03 feet to a point on the northeast margin of the right of way of said road, the point or place of beginning.

According to plat of survey thereof prepared by Larry W. Grogan, Surveyor, dated January 20, 1984, recorded in Plat Book 17, page 130, in the Office of the Clerk of Superior Court of Mitchell County, Georgia, which said plat and the record thereof are by reference incorporated herein.

Being the same property conveyed by Henry Lamar to Beulah Gray by deed dated March 1, 1991, recorded in Deed Book 327, page 297, aforesaid records.

	CONTRACT FOR SALE OF REAL	PROPERTY	
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Tax Parcel Number: 01350-010-000

Property Description: 114.15+/- Acres, LL 108/LD 10, Little Creek Rd, Pelham, Mitchell County, GA 31779

The 62 ½ acres in the northeast corner of Land Lot 133 and the 51.65 acres in Land Lot 108 in the 10th land District of Mitchell County, Georgia. Being a portion of that property conveyed to Eurith K. Pullen by deed dated November 8, 1956, recorded in Deed Book 106, page 249, Mitchell County Records. Also being a portion of that property conveyed to Eurith K. Pullen by deed dated March 11, 1950, recorded in Deed Book 89, page 209, Mitchell County Records.

Tax Parcel Number: 01190-009-000

Property Description: 237.09+/- Acres, LL 148/ LD 10, 5304 Hwy 93, Pelham, Mitchell County, GA 31779

That certain tract or parcel of land containing in the aggregate 288.15 acres in Land Lots 148, 149,172, and 173 of the 10th Land District of Mitchell County, Georgia, according to plat of survey for Charles Davis prepared by Larry W. Grogan, Georgia Registered Land Surveyor No. 1649, said plat being dated January 12, 1984, and recorded in Plat Book 17, page 129, Clerk's Office, Mitchell County, Georgia, said plat and description thereon being by this reference incorporated herein and made a part hereof, for all necessary purposes.

Being the identical property conveyed to Mervin G. Martin and Rhoda E. Martin by National Exchange Services, Inc., by deed recorded in Deed Book 385, page 266, Clerk's Office, Mitchell County, Georgia.

Less and Except:

Tract 1: All that tract or parcel of land lying and being in Land Lot Nos. 148, 149, 172, and 173 of the 10th Land District of Mitchell County, Georgia, containing 28.37 acres, more or less, and being more fully described as follows:

Commence at the southeast corner of said Land Lot 172 and run thence north 86 degrees 45 minutes 17 seconds west along the south boundary line of said Land Lot 172 131.89 feet to the Point of Beginning of the tract herein described, run thence north 02 degrees 19 minutes 00 seconds west 21.00 feet to a point, run thence north 15 degrees 34 minutes 00 seconds east 517.45 feet to a point, run thence north 83 degrees 28 minutes 03 seconds east 180.34 feet to a point, run thence south 44 degrees 33 minutes 00 seconds east 657.29 feet to a point, run thence south 01 degree 53 minutes 00 seconds west 105.00 feet ta point located on the north boundary line of Land Lot 148, run thence south 87 degrees 39 minutes 23 seconds east along said south boundary line 583.22 feet to an iron pin found, run thence south 02 degrees 20 minutes 38 seconds west 980.00 feet to an iron pin found, run thence south 23 degrees 09 minutes 38 seconds west 823.21 feet to a point, run thence north 17 degrees 08 minutes 04 seconds east 845.42 feet to a point, run thence north 00 degrees 31 minutes 23 seconds west along a fence line 528.98 feet to a point, run thence south 86 degrees 04 minutes 36 seconds west 186.08 feet along a fence line to a point, continue along a fence line south 31 degrees 42 minutes 35 seconds west 255.20 feet to a point, continue along said fence line south 75 degrees 44 minutes 10 seconds west 141.43 feet to a point, run thence north 41 degrees 11 minutes 54 seconds west 336.58 feet to a point, run thence north 88 degrees 10 minutes 12 seconds west along a fence line 335.46 feet to a point, run thence north 77 degrees 46 minutes 33 seconds west along a fence line 305.57 feet to a point, run thence north 72 degrees 48 minutes 53 seconds west along a fence line 264.31 feet to a point, run thence north 51 degrees 54 minutes 56 seconds west along a fence line 311.69 feet to a point, run thence north 67 degrees 29 minutes 53 seconds west along a fence line 421.91 feet to a point located on the north boundary line of said Land Lot 173, run thence south 87 degrees 39 minutes 23 seconds east along said north boundary line 962.94 feet to the Point of Beginning of the tract herein described.

Said tract or parcel of land being more fully shown and delineated pursuant to plat of survey prepared by Larry W. Grogan, dated the 15th day of August, 2004, and recorded in Plat Book 30, page 55, Clerk's Office, Mitchell County, Georgia, said plat expressly incorporated herein and made a par hereof.

CONTRACT FOR SALE OF REAL PROPERTY						
Seller('s) initials _	; Auctioneer/Broker's i ņ itials	; Purchaser(s) initials:				

Less and Except:

Tract 2: All that tract or parcel of land lying and being in Land Lot No. 173 of the 10th Land District of Mitchell County, Georgia, containing 2.23 acres, more or less, and being more fully described as follows:

Commence at the intersection of the northeasterly right-of-way margin of Taylor Road with the west boundary line of said Land Lot 173, at an iron pin found, and run thence south 33 degrees 41 minutes 36 seconds east along said right-of-way margin a chord distance of 184.51 feet to an iron pin set, being the Point of Beginning of the tract herein described, run thence north 82 degrees 13 minutes 04 seconds east 522:96 feet to an iron pin set, run thence south 00 degrees 11 minutes 48 seconds east 251.76 feet to an iron pin set on a fence line, run thence north 87 degrees 24 minutes 37 seconds west 402.78 feet to an iron pin found on the northeasterly right- of-way margin of said Taylor Road, run thence north 35 degrees 37 minutes 49 minutes west along said right-of-way margin a chord distance of 200.23 feet to the Point of Beginning of the tract herein described.

Said tract or parcel of land being more fully described and delineated pursuant to plat of survey prepared by Larry W. Grogan & Associates, Inc., dated the 9th day of September, 1998, and recorded in Plat Book 27, page 123, Clerk's Office, Mitchell County, Georgia, said plat expressly incorporated herein and made a part hereof.

Less and Except:

Tract 3: All that tract or parcel of land lying and being in Land Lot 173 of the 10th Land District of · Mitchell County, Georgia, containing 1.31 acres, more or less, and being more fully described in plat of survey prepared by Larry W. Grogan & Associates, Inc., dated the 2nd day of November, 2006, recorded in Deed Book 920, page 351, Clerk's Office, Mitchell County, Georgia, said plat expressly incorporated herein and made a part hereof.

Less and Except:

Tract 4: All that tract or parcel of land lying and being in land Lot No. 172 of the I 0th Land District of Mitchell County, Georgia, containing 1.83 acres, more or less, and being more fully described as follows:

Commence at the intersection of the southeasterly right-of-way margin of Georgia Highway 93 with the east boundary line of said Land Lot No. 172, and from said point of intersection run thence in a southwesterly direction 3394.82 feet along the southeasterly right-of-way margin of said Georgia Highway 93 to an iron pin found, being the Point of Beginning of the tract herein described, run thence south 20 degrees 20 minutes 00 seconds east 210.12 feet to an iron pin found, run thence north 43 degrees 58 minutes 08 seconds east 211.12 feet to a pipe found, run thence south 20 degrees 07 minutes 26 seconds east along an old wire fence 382.33 feet to a¾ inch pipe found, run thence south 86 degrees 03 minutes 17 seconds west 262.20 feet to an iron pin set, run thence north 16 degrees 39 minutes 27 seconds west 411.07 feet to a point located on the southeasterly right of way margin of said Georgia Highway 93, run thence north 45 degrees 00 minutes 00 seconds east along said right-of-way margin 40.0 feet to the Point of Beginning of the tract herein described.

Said tract or parcel of land being more fully described and delineated on plat of survey prepared by Leroy R. Hall, dated the 16th day of July, 1994, and recorded in Plat Book 24, page 166, Clerk's Office, Mitchell County, Georgia, said plat expressly incorporated herein and made a part hereof.

Less and Except:

Tract 5: All that tract or parcel of land situated, lying, and being in Land Lot No. 173 of the 10111 Land District of Mitchell County, Georgia, containing 1.31 acres, more or less, and being more particularly described according to a plat of survey entitled "Survey for Rhoda E. Martin" by Larry W. Grogan, Georgia Registered Land Surveyor No. 1649, Survey Date: July 15, 2014, Plat Date: July 15, 2014, copy of which is recorded in Plat Book 35, page 20, Clerk's Office, Mitchell County, Georgia, to which reference is hereby particularly made for description purposes.

Less and Except:

Tract 6: All that tract or parcel of land situated, lying, and being in Land Lot No. 173 in the 10th Land District of Mitchell County, Georgia, containing 16.018 acres, more or less, and being more particularly described according to a plat of survey entitled "Division of Parent Tract Survey for SED, LLC" by Larry W. Grogan, Georgia Registered Land Surveyor

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192 and 193, Clerk's Office, Mitchell County, Georgia, to which reference is hereby particularly made for description.

No. 1649, Survey Date: January 15, 2017, Plat Date: January 24, 2017, copy of which is recorded in Plat Book 35, pages

Exhibit "A2"

Engineer's Sketch

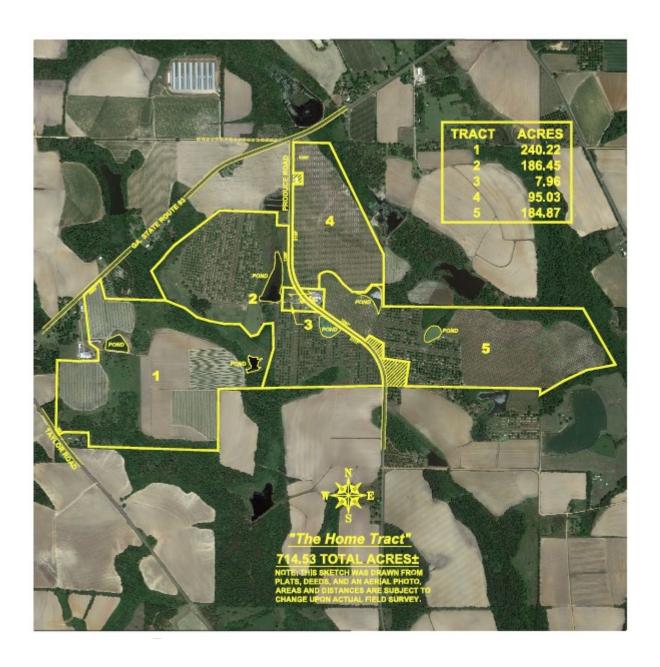


Exhibit "B"

Special Stipulations

- 1. This sale will be closed by Randall Chew and Justin Adams of Chew & Adams, P. C. located at 151 Curry Street, Pelham, GA 31779, (229) 294-4460. The closing attorney will charge the purchaser a closing fee of \$485.00 per cash transaction and \$685.00 per loan transaction. This fee includes conducting the closing, collecting and disbursing the funds and preparing a closing statement. If the purchaser wants a title opinion or other services, the closing attorney will provide them for an additional fee. The seller will pay for the preparation of the Deed only. The purchaser will pay all other closing costs associated with this sale including but not limited to recording, transfer tax, financing expenses, intangible taxes, title fees, title insurance, appraisals and inspection reports. The purchaser will be responsible for any bank wire fees associated with the closing incurred by the receiving or sending of purchaser's earnest money deposits.
- 2. Notwithstanding any provision to the contrary contained herein, in the event the Closing cannot occur when scheduled due to a COVID-19 related event ("CRE") resulting in the closing attorney, the mortgage lender and/or the Buyer and/or Seller being unable to perform their respective obligations, then the Closing shall be postponed until 7 days after the specific event delaying the Closing has been resolved. If the Buyer or Seller is unable to perform due to a CRE, the affected party shall promptly notify the other party both of the CRE and of its resolution. Buyer or Seller having concerns about attending the Closing or self-quarantining (in the absence of a quarantine or government ordered lockdown that specifically applies to Buyer and/or Seller) shall not excuse Buyer or Seller from attending the Closing either in-person, virtually or through a power of attorney. Buyer or Seller presently having COVID-19 shall excuse Buyer and/or Seller from attending the Closing until the party is no longer at risk of infecting others. However, in all situations where Buyer and/or Seller cannot attend the Closing, Buyer and or Seller shall use their best efforts to fulfill their contractual obligations through a power of attorney. Buyer or Seller experiencing a job loss, reduction in salary or other financial hardship shall not be deemed a CRE. If the CRE causing a permitted delay results in the Closing being delayed by more than 90 days from the original Closing date, then either Buyer or Seller may terminate this Agreement without penalty upon notice to the other party.
- 3. A boundary survey will be made by D. Scott Langford of Langford and Associates, Inc., 3054 Calhoun Street, Shellman, Georgia, (229) 310-1467, a land surveyor registered in the state of Georgia to perform a boundary survey of the property in accordance with the minimum technical requirements for the state of Georgia and certified in favor of Purchaser and Seller. The Survey shall be subject to Seller's approval. The surveyor will charge \$0.40 cents per linear foot on all exterior lines and \$0.20 cents per linear foot on all common lines between auction purchasers. The final sale price shall be determined by multiplying \$ /acre (contract price per acre) by the number of surveyed acres rounded to the nearest one-thousandth of an acre. Division stakes are intended for approximation use only. Actual boundary lines are to be determined by field survey and may vary from field markers. It is understood that the acreage and dimensions of the tracts may vary according to the actual survey. All survey expenses will be paid by the Purchaser. For this fee, the surveyor will mark all property corners and provide the Purchaser with a recordable plat. This fee does not include the actual openings of the lines. The surveyor will open lines for an additional fee. As used herein, the term "surveyed acreage" means the total gross acreage of the property without any deduction for any portion thereof located within the bounds of any roadways (except deeded roads) easements or other rights of way, including, without limitation, electric transmission lines or other utility easements. If the purchaser wants survey services in addition to the above-described services, the surveyor will provide them for an additional fee. In the event either party defaults under the terms of this Contract, the defaulting party will be responsible for the surveying expense.
- 4. TRACT 1 ONLY: 1.94+/- Acres of this property as depicted in Exhibit "F" is subject to the Lease with Option to Purchase between Weybrenee Farms, LLC as Lessor and SED, LLC as Lessee dated April 16, 2019 recorded in Deed Book 1377, Pages 60-62, Mitchell County, Georgia Records, as further supplemented and/or amended of record.

CONTRACT FOR SALE OF REAL PROPERTY							
Seller('s) initials	; Auctioneer/Broker's initials	; Purchaser(s) initials:					

- 5. This property is sold subject to Covenants for an Agricultural Preferential Assessment recorded in Deed Book 1263, Page 26. the office of the Clerk of Superior Court, Mitchell County, Georgia (hereinafter the "Covenant"). This Covenant expires on December 31, 2029. As a part of this transaction, Purchaser shall assume and/or continue the Covenants, and in the event Purchaser does not qualify to assume or continue the Covenants or fails to timely file an application to assume or continue the Covenants, then Purchaser shall be responsible for and pay any and all ad valorem taxes, costs and penalties associated with a breach, if any, of the Covenants. Seller agrees to fully cooperate with Purchaser's application for continuation or assumption of the Covenants. However, neither the Seller nor the Broker makes or have made any warranties or representations regarding the Covenants or the Purchaser's ability to qualify to continue or assume the Covenants. Further, the Purchaser does agree to indemnify and hold harmless the Seller, the Broker and the closing attorney from any and all costs, penalties, attorney's fees, and ad valorem taxes that are due and required to be paid as a result of the termination and/or breach of the Covenants. This warranty and indemnity shall survive the closing of the sale contemplated hereby and shall not be merged into the same.
- 6. This property is sold subject to Covenants for an Agricultural Preferential Assessment recorded in Deed Book 1263, Page 28. the office of the Clerk of Superior Court, Mitchell County, Georgia (hereinafter the "Covenant"). This Covenant expires on December 31, 2029. As a part of this transaction, Purchaser shall assume and/or continue the Covenants, and in the event Purchaser does not qualify to assume or continue the Covenants or fails to timely file an application to assume or continue the Covenants, then Purchaser shall be responsible for and pay any and all ad valorem taxes, costs and penalties associated with a breach, if any, of the Covenants. Seller agrees to fully cooperate with Purchaser's application for continuation or assumption of the Covenants. However, neither the Seller nor the Broker makes or have made any warranties or representations regarding the Covenants or the Purchaser's ability to qualify to continue or assume the Covenants. Further, the Purchaser does agree to indemnify and hold harmless the Seller, the Broker and the closing attorney from any and all costs, penalties, attorney's fees, and ad valorem taxes that are due and required to be paid as a result of the termination and/or breach of the Covenants. This warranty and indemnity shall survive the closing of the sale contemplated hereby and shall not be merged into the same.
- 7. This property is sold subject to Covenants for an Agricultural Preferential Assessment recorded in Deed Book 1263, Page 36. the office of the Clerk of Superior Court, Mitchell County, Georgia (hereinafter the "Covenant"). This Covenant expires on December 31, 2029. As a part of this transaction, Purchaser shall assume and/or continue the Covenants, and in the event Purchaser does not qualify to assume or continue the Covenants or fails to timely file an application to assume or continue the Covenants, then Purchaser shall be responsible for and pay any and all ad valorem taxes, costs and penalties associated with a breach, if any, of the Covenants. Seller agrees to fully cooperate with Purchaser's application for continuation or assumption of the Covenants. However, neither the Seller nor the Broker makes or have made any warranties or representations regarding the Covenants or the Purchaser's ability to qualify to continue or assume the Covenants. Further, the Purchaser does agree to indemnify and hold harmless the Seller, the Broker and the closing attorney from any and all costs, penalties, attorney's fees, and ad valorem taxes that are due and required to be paid as a result of the termination and/or breach of the Covenants. This warranty and indemnity shall survive the closing of the sale contemplated hereby and shall not be merged into the same.
- 8. The well located on Tract 1 is permitted by Environmental Protection Division with Permit For Farm Use Of Groundwater And/Or Surface Water Permit Number A17-101-1167.
- 9. The well located on Tract 1 is permitted by Environmental Protection Division with Permit For Farm Use Of Groundwater And/Or Surface Water Permit Number A91-101-0590.
- 10. The well located on Tract 1 is permitted by Environmental Protection Division with Permit For Farm Use Of Groundwater And/Or Surface Water Permit Number A91-101-0591.
- 11. The well located on Tract 4 is permitted by Environmental Protection Division with Permit For Farm Use Of Groundwater And/Or Surface Water Permit Number A19-101-1178.
- 12. The well located on Tract 5 is permitted by Environmental Protection Division with Permit For Farm Use Of Groundwater And/Or Surface Water Permit Number A02-101-0840.

CONTRACT FOR SALE OF REAL PROPERTY						
Seller('s) initials _	; Auctioneer/Broker's initials	; Purchaser(s) initials:				

13.		s property is subject to a 20-foot access easement recorded in Deed Book 858, Page 235-236, Mitchell County, orgia Records, as further supplemented and/or amended of record.
14.	Th	is property is being sold subject to one of the two Weybrenee Farms operation options.
		In addition to the contract price, the buyer agrees to elect one of the following methods in order to proceed with the operation of the farm in which the buyer is purchasing: (Initial Below)
	1.	Weybrenee Farms, by and through the direction of Brent Brinkley, will continue to operate and manage the orchards including, but not limited to, the continuation of the spray program as has been conducted in the past. In the event the buyer elects this method, said contracted buyer and if applicable, any entity in which the buyer represents, agree to be bound by the additional costs of operation which is stipulated in the Weybrenet Farms Auction Operation Expenses attached as Exhibit "E." In the event the property sells divided the per diem will be prorated based on production acres of the purchase versus total production acres from all farms. Said per diem shall be applied as additional funds to be provided to the Seller and remitted to Chew & Adams, P.C. as Escrow Holder, forty-eight (48) hours prior to closing.
	2.	If the buyer elects to begin maintaining the orchard on their own accord and under their own management/supervision, Weybrenee Farms will provide the buyer with a temporary lease agreement which shall include a right of ingress and egress as well as a termination date as to the date of closing or upon written notification of failure to close being provided to the Seller or The Weeks Group. If this method is elected, the buyer agrees to provide proof of insurance on the parcel under contract to be purchased. In the event the buyer is unable to finalize closing, the lease shall be terminated immediately with no reimbursement for costs and of expenses incurred.
15.	The	e 2024 Ad Valorem taxes will be prorated between the seller and purchaser as of the date of closing.
16.	The	e property is being sold as-is where-is.
17.		s property is sold subject to all outstanding easements on said property for roads, power and telephone lines and like and likewise subject to any cemetery or cemeteries that may now exist on this property.
18.	Thi	s contract excludes all personal property located on the property.
19.	Thi	s property is being conveyed by Limited Warranty Deed.
20.	Pos	session of the property will be granted at closing.
21.	Thi	s contract is subject to the lead-based paint disclosure statement attached as Exhibit "D".

Exhibit "C"

AGENCY / TRANSACTION BROKER

		orth the relation:+/- Acres,									
Seller and types of b	Purchase rokerage	ID AGENCY er acknowledge relationships o of Broker and w	ffered by the	Broker, (2) ar	ny other broker	age relations	hip which wo				
related to	the purch	er agree to indenase and sale of ser or Seller gre	f the real prop	erty listed ab	ove, except the	se arising fro	om Broker's i	ntentional	wrongful a	cts. No Broker	shall owe
In this Exh	nibit, the	term "Broker"	shall mean a l	icensed Georg	gia real estate b	roker and the	broker's affi	liated lice	nsees.		
		f the listing Brohe Offer for the					er is as speci	fied below	Only the	part of this Ex	hibit that is
<u>X</u>	<u>oker:</u> { <i>Se</i> A. B.		ENCY: Listing	g Broker has e	shall not be poentered into a chered into a clie	lient relations	hip with Selle		eller.		
<u>X</u> 1	oker: {Se A. B. C. D.	DUAL AGEN SELLER AGE TRANSACTION Purchaser or S	C AGENCY: ICY: Selling F ENCY: Selling ON BROKEI Seller.	Selling Brok Broker has ent g Broker has e RAGE: Sellin	ot marked shal er has entered ered into a clie entered into a c g Broker has has entered int	into a clien nt relationshi lient relations not entered	nt relationship p with Purcha hip with Sella into a client	p with Pu ser and Se er. relationsh	eller. ip with	ted Selling Bro	oker as its
If dual age		ransaction brok	erage is selec	ted above, the	e applicable dis	sclosure belo	w is incorpora	ated herein	n. Otherwise	e, the disclosur	e(s) is not a
and purcha interests n unless it is voluntarily	Purchase aser have nay be do s allowed consent	osure er are aware of e been advised ifferent or advo d or required to ted to dual ager lationship with	(1) that in the erse, (3) that to be disclosed ncy and have	is transaction as a dual age I and (4) that read and und	the Broker has ent, Broker may the clients do erstood their b	s acted as a c y not disclos not have to	lual agent, (2) e information consent to du	that the made contains the made contains the made contains the made contains the made made and the made made made made made made made mad	Broker repr nfidential by . The client	esents two clies y request of eigs referenced a nd/or affiliated	ents whose ther client bove have
		one actually kr to exercise fair				ture between	the Broker ar	nd affiliate	d licensees	A and a client wh	
Affiliated been assig		Assignment: CListing Licer	The Broker hansee) to work	s assigned with Seller. E	ach shall be de	emed to act f	(Selling Lice for and represent	nsee) to went exclus	ork with Pu ively the par	rchaser and rty to whom ea	ch has
Seller and	Purchase	rage Disclosure er are aware that lowledge that the	at if they are							heir own intere	ests. Seller
:	Selling B (or Broke	roker's Initials er's Affiliated L	Licensee)			Purchaser	r's Initials:	/			
		roker's Initials er's Affiliated I				Seller's In	nitials:	/_			
		Seller('s) initia	ıle		T FOR SALE			ser(s) init	ials [.]		

Exhibit "D"

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Dis	closure (initial)				
	(a) Presence of lead-based paint	and/or lead-based paint	hazards (check one below):		
	Known lead-based paint a	nd/or lead-based pain	t hazards are present in th	ne housing (explain).	
	Seller has no knowledge o	of lead-based paint and	d/or lead-based paint haz	ards in the housing.	
	(b) Records and reports available	ole to the seller (check o	ne below):		
	Seller has provided the pu in the housing (list document		able records and reports p	pertaining to lead-based paint an	ıd/or lead-based paint hazard
	XSeller has no reports or re-	cords pertaining to lea	ad-based paint and/or lead	d-based paint hazards in the hou	using.
Purchaser's	s Acknowledgment (initial)				
	(c) Purchaser has received cop	ies of all information lis	ted above.		
	(d) Purchaser has received to (e) Purchaser has (check on		Your Family from Lead in	n Your Home.	
	Received a 10-day opport based paint and/or lead-based		reed upon period) to cond	luct a risk assessment or inspect	ion for the presence of lead-
	Waived the opportunity to hazards.	conduct a risk assess	ment or inspection for the	e presence of lead-based paint a	ınd/or lead-based paint
Agent's Acl	knowledgment (initial)				
	(f) Agent has informed the responsibility to ensure		bligations under 42 U.S.	C. 4852 (d) and is aware of his/l	her
Certificat	tion of Accuracy				
The following	g parties have reviewed the informat	ion above and certify, to	the best of their knowledge	, that the information provided by the	he signatory is true and accurate.
Seller		Date	Seller		Date
Agent		Date	Agent		Date
Purchaser		Date	Purchaser		Date
	Seller('s) initials		FOR SALEOF REAL F	PROPERTY ; Purchaser(s) initials:	

Exhibit "E"

WEYBRENEE	FAR	MS AUCT	ION	OPERATIO	N E	KPENSES			, j 4
EQUIPMENT OPERATIONS	6	/1/2024	7	/1/2024	8	/1/2024	9	/1/2024	TOTAL
INSURANCE	\$	2,393	\$	2,393	\$	2,393	\$	2,393	\$ 9,574
OVERHEAD	\$	1,475	\$	1,475	\$	1,475	\$	1,475	\$ 5,900
FUEL, OIL, ETC	\$	17,202	\$	17,202	\$	23,202	\$	17,202	\$ 74,808
DEPRECIATION	\$	15,177	\$	15,177	\$	15,177	\$	15,177	\$ 60,710
REPAIR & MAINTENANCE	\$	9,831	\$	13,519	\$	6,819	\$	7,170	\$ 37,339
MAINTENANCE SUPERVISOR & OP	\$	5,652	\$	5,652	\$	7,065	\$	5,652	\$ 24,022
ORCHARD SUPERVISON & OP	\$	3,155	\$	3,155	\$	3,943	\$	3,155	\$ 13,408
EQUIPMENT OP	\$	2,777	\$	2,777	\$	3,471	\$	2,777	\$ 11,801
EQUIPMENT OP	\$	2,589	\$	2,589	\$	3,237	\$	2,589	\$ 11,005
	\$	60,252	\$	63,940	\$	66,783	\$	57,591	\$ 248,567
IRRIGATION	6	/1/2024	7	/1/2024	8	/1/2024	. 9	/1/2024	TOTAL
IRRIGATION MAINTENANCE	\$	3,427	\$	3,427	\$	4,283	\$	3,427	\$ 14,564
	\$	3,427	\$	3,427	\$	4,283	\$	3,427	\$ 14,564

ORCHARD CARE	6	/1/2024	- 7	7/1/2024	. 8	3/1/2024	9	/1/2024	- 33	TOTAL
GENERAL LABOR	\$	3,427	\$	3,427	\$	4,283	\$	3,427	\$	14,564
SCOUTING	\$	1,943	\$	1,943	\$	1,943	\$	1,943	\$	7,772
IRRIGATION POWER	\$	5,578	\$	6,842	\$	7,345	\$	5,959	\$	25,724
GENERAL SUPPLIES	\$	300	\$	300	\$	300	\$	300	\$	1,200
CUSTOM PRUNING	\$	25,000							\$	25,000
CHEMICALS (SPRAY PROGRAM)	\$	59,019	\$	76,673	\$	43,489	\$	24,083	\$	203,264
CHEMICALS (HERBICIDE PROGRAM)	T		\$	16,300	-		\$	16,300	\$	32,600
FERTILIZER (PROGRAM)	\$	45,373		<u> </u>	\$	45,373			\$	90,747
SOIL & TISSUE SAMPLES	\$	751	\$	751	\$	751	\$	751	\$	3,003
5.66	\$	141,390	\$	106,236	\$	103,484	\$	52,763	\$	403,873

THRU MONTH END	6/1	/2021	7	//1/2021	. 8	3/1/2021	. 8	/1/2021	1. T	TOTAL
TOTALS	\$ 2	05,069	\$	173,603	\$	174,551	\$	113,781	\$	667,003
DAYS IN MONTH	T	30		31		31		30		
PER DIEM	\$	6,836	\$	5,600	\$	5,631	\$	3,793		

Totals		\$ 7,000	\$ 5,800	\$ 5,800	\$ 3,900	7	
	Value:	\$ 210,000	\$ 179,800	\$ 179,800	\$ 117,000	\$	686,600
	Contingency:	2.4%	3.6%	3.0%	2.8%		2.9%

	CONTRACT FOR SALE OF REAL	PROPERTY	
Seller('s) initials	: Auctioneer/Broker's initials	: Purchaser(s) initials:	

Exhibit "F"

Tract 1 Lease with Option to Purchase Survey

