REAL ESTATE

2186 SYLVESTER HWY, SUITE 1
MOULTRIE, GEORGIA 31768

CONTRACT FOR SALE OF REAL PROPERTY

State of Georgia
County of Seminole

Property Address: Tract(s) ____, ____ +/- Acres, 8019 River Road/GA SR 39
Donalsonville, GA 39845

The undersigned Purchaser, ____, agrees to buy, and the undersigned Seller, agrees to sell with The Weeks Group, LLC, a licensed Real Estate broker, herein referred to as "Broker" acting as Seller's agent, all that tract or parcel of land and all fixtures therein as described in Exhibit "A" attached hereto and made a part of this Contract by reference (the "Property"). Time being of the essence, this sale shall be closed on or before Friday, September 13, 2024.

The purchase price of said Property shall be ____________________________________ and NO/100 dollars ($_______________) and is inclusive of the 10% Buyer's Premium (the "Purchase Price"). The Purchase Price shall be payable to the Seller in cash at Closing (as hereinafter defined) in immediately available funds. This Contract is not contingent upon Purchaser's ability to obtain financing of any kind.

Purchaser has paid to The Weeks Group, LLC., receipt of which is hereby acknowledged, $_________(10% of Purchase Price) certified funds as earnest money to be applied towards the purchase price when the sale is consummated. As procuring cause of this Contract, Broker has rendered a valuable service for which reason Broker is made a party of this Contract to enable Broker to enforce Broker's commission rights hereunder against the parties hereto on the following basis: Seller agrees to pay Broker the full commission as provided in the auction listing contract when the sale is consummated. In the event the sale is not consummated because of Seller's inability, failure, or refusal to perform any of the Seller's covenants herein, then the Seller shall pay the full commission to Broker, and Broker, at the option of the Purchaser, shall return the earnest money to Purchaser. Purchaser agrees that if Purchaser fails or refuses to perform any of the Purchaser's covenants herein, Purchaser shall forthwith pay Broker the full commission; provided that Broker may first apply one-half of the earnest money toward payment of, but not to exceed, the full commission. The Seller may elect to accept the balance of the earnest money deposit as liquidated damages and full settlement of any claim for damages or the Seller may seek to enforce specific performance rights and obligations against the Purchaser under the terms of this Contract. In the event Purchaser fails to make deposit or deposits are not collectible, Purchaser shall be considered to have breached this agreement and Seller shall have the right to re-offer the Property for sale to others and to demand liquidated damages equal to the amount of the deposit or Seller may demand specific performance. The Purchaser in either event shall be liable for Broker's commission, attorney's fees and costs. Prior to disbursing earnest money pursuant to this Agreement, Broker shall give all parties fifteen (15) days written notice by certified mail (to each party's last known address), stating to whom the disbursement(s) will be made. Any party may object in writing to the disbursement, provided the objection is received by Broker prior to the end of the fifteen (15) day notice period. All objections not raised in a timely manner shall be waived. In the event a timely objection is made, Broker shall consider the objection and may do any or a combination of the following: (1) disburse the earnest money as indicated in the notice and so notify all parties; or (2) interplead the earnest money into a court of competent jurisdiction; or (3) hold the earnest money for a reasonable period of time to give the parties an opportunity to resolve the dispute. Broker shall be entitled to be reimbursed from any funds interpleaded for its costs and expenses, including reasonable attorneys' fees incurred in connection with the interpleaded action. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Broker. No party 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 25 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 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.

The foregoing offer is ACCEPTED by the Seller on ____.

PURCHASER:
By:____
Print Name:__________________________________
Title: ______________________________________
Date: ______________________________________
Address:____________________________________
____
Telephone #: _________________________________
E-mail Address:________________________________

PURCHASER:
By: ____
Print Name: __________________________________
Title: ______________________________________
Date: ______________________________________
Address:_____________________________________
____
Telephone #: _________________________________
E-mail Address: ______________________________

SELLER:
A____
By:_________________________________(SEAL)
Print Name:_______________________________
Title: _____________________________________
Date: _____________________________________
Address: __________________________________
____
Telephone #: ______________________________
E-mail Address:_____________________________

ACKNOWLEDGEMENT OF RECEIPT OF EARNEST MONEY
BY BROKER OR BROKER'S AFFILIATED LICENSEE:
The Weeks Group, LLC. [GA R.E. Lic. #80239]

By: ____

As its: Broker______________GA R.E. Lic. # 341667___

Date: ____

Exhibit “A”

Legal Description

A tract of land lying and being situated in Land Lots 104, 124, 125, and 178 in the 14th Land District of Seminole 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: 0020003300A and 0020003200C

Property Description: Tract(s) ____, ____ +/- Acres, 8019 River Road and GA SR 39, Donalsonville, Seminole County, GA 39845

All that tract or parcel of land situate, lying and being in Land Lot Nos. 104, 124, 125 and 178 of the 14th Land District of Seminole County, Georgia, containing 737.478 acres, more or less, and more particularly described on a plat of survey prepared for the Wight Residuary Marital Trust by Larry Burnsed, Georgia Registered Surveyor No. 2634, dated January 10, 2023, and recorded in Plat Book 10, Page 81, among the deed records of Seminole County, Georgia, reference to which plat is made for more particular description by metes and bounds and courses and distances set forth thereon.

The above-described property is a portion of the property described in that Trustee's Deed dated September 9, 2021, from TNB Financial Services. Thomasville, Georgia, as Successor Trustee of the John B. Wight, Jr., Revocable Trust as Amended and Restated on June 1, 2011, to Wight Residuary Marital Trust under Article Nine of the John B. Wight, Jr. Revocable Trust as Amended and Restated on June 1, 2011, TNB Financial Services, Thomasville, Georgia (and Successors), Trustee, and recorded in Deed Book 463, pages 155-183, of the Deed Records of Seminole County, Georgia.

Exhibit “A2”

Engineer’s Sketch

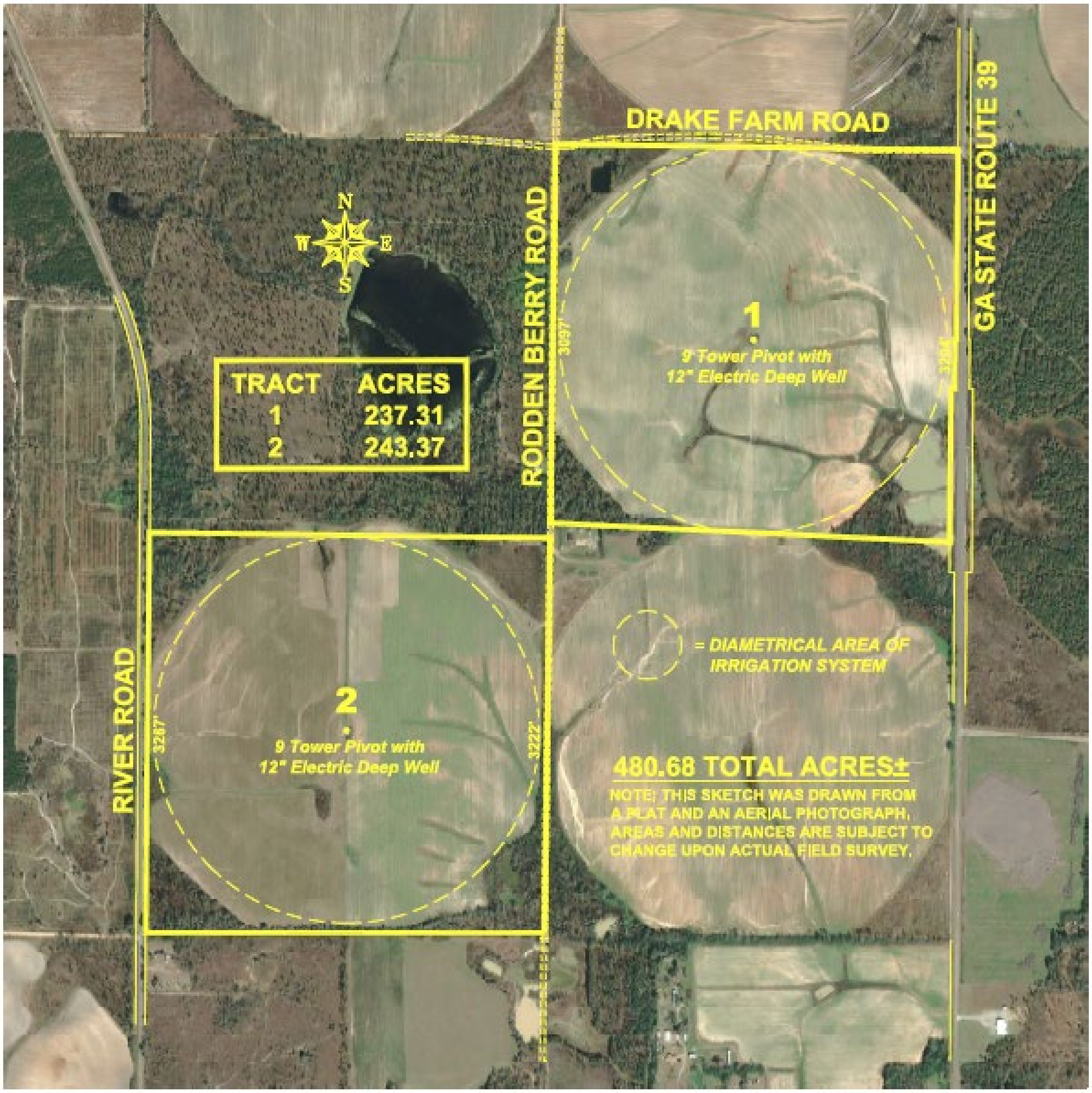

Exhibit "B"

Special Stipulations

1. This sale will be closed by B. Wheat Kirbo III of Kirbo & Heckman, Attorneys at Law, LLC located at 206 West Water Street, Bainbridge, GA 39817, (229) 246-3900. The closing attorney will charge the purchaser a closing fee of $500.00 per cash transaction and $650.00 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. A boundary survey will be made by Craig Bargstadt of True Point Surveying located at 637 Pat Dixon Road, Hazlehurst, Georgia, (912) 551-9172, 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 $0.36 cents per linear foot on all exterior lines and $0.18 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.

3. TRACT 1 ONLY: This property is sold subject to Covenants for an Agricultural Preferential Assessment recorded in Deed Book 478, Pages 282-284. the office of the Clerk of Superior Court, Seminole County, Georgia (hereinafter the "Covenant"). This Covenant expires on December 31, 2031. 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.

4. TRACT 2 ONLY: This property is sold subject to Covenants for an Agricultural Preferential Assessment recorded in Deed Book 478, Pages 285-287. the office of the Clerk of Superior Court, Seminole County, Georgia (hereinafter the "Covenant"). This Covenant expires on December 31, 2031. 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.

5. The well located on Tract 1 is permitted by Environmental Protection Division Ground Water Permit Number A89-125-0011.

6. The well located on Tract 2 is permitted by Environmental Protection Division Ground Water Permit Number A89-125-0009.

7. This property is subject to the Farm Lease between Lotsaducks, LLC as Lessor and Richard Bishop as Lessee dated January 31, 2024. All rents will be prorated as of the date of closing. Said Farm Lease terminates at midnight, December 31, 2024. A full copy of said Farm Lease is attached as Exhibit "D".

8. The 2024 Ad Valorem taxes will be prorated between the seller and purchaser as of the date of closing.

9. The property is being sold as-is where-is.

10. This property is sold subject to all outstanding easements on said property for roads, power and telephone lines and the like and likewise subject to any cemetery or cemeteries that may now exist on this property.

11. This contract excludes all personal property located on the property except for a 9 Tower 2018 Reinke Pivot with Serial Number 1218-74313-2065 located on Tract 1 and a 9 Tower 2018 Reinke Pivot with Serial Number 1218-74312-2065 located on Tract 2.

12. This property is being conveyed by Limited Warranty Deed.

13. Possession of the property will be granted at closing.

Exhibit "C"

AGENCY / TRANSACTION BROKER

This Exhibit sets forth the relationship of the Broker(s) to Purchaser and Seller for the purchase and sale of real property located at Tract(s) ____, ____ +/- Acres, 8019 River Road and GA SR 39, Donalsonville, Seminole County, GA 39845 with an Offer Date of July 30, 2024.

BROKERAGE AND AGENCY
Seller and Purchaser acknowledge that if they have entered into a client relationship with a Broker, that Broker has disclosed on a prior basis (1) the types of brokerage relationships offered by the Broker, (2) any other brokerage relationship which would conflict with the client's interest, and (3) the compensation of Broker and whether commissions would be shared with other Brokers.

Seller and Purchaser agree to indemnify and hold Broker harmless against all claims, damages, losses, expenses and/or liabilities arising out of or related to the purchase and sale of the real property listed above, except those arising from Broker's intentional wrongful acts. No Broker shall owe any duty to Purchaser or Seller greater than is set forth in the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et seq.

In this Exhibit, the term "Broker" shall mean a licensed Georgia real estate broker and the broker's affiliated licensees.

The relationship of the listing Broker and the selling Broker to the Purchaser and Seller is as specified below. Only the part of this Exhibit that is selected is part of the Offer for the purchase and sale of the real property listed above:

Listing Broker: {*Select A or B below. The section not marked shall not be part of this Exhibit*}
_X_ A. SELLER AGENCY: Listing Broker has entered into a client relationship with Seller.
___ B. DUAL AGENCY: Listing Broker has entered into a client relationship with Purchaser and Seller.

Selling Broker: {Select A, B, C, D, or E below. The section not marked shall not be a part of this Exhibit}
___ A. PURCHASER AGENCY: Selling Broker has entered into a client relationship with Purchaser
___ B. DUAL AGENCY: Selling Broker has entered into a client relationship with Purchaser and Seller.
_X_ C. SELLER AGENCY: Selling Broker has entered into a client relationship with Seller.
___ D. TRANSACTION BROKERAGE: Selling Broker has not entered into a client relationship with Purchaser or Seller.
___ E. SELLER SUBAGENCY: Listing Broker has entered into a client relationship with Seller and has appointed Selling Broker as its subagent.

If dual agency or transaction brokerage is selected above, the applicable disclosure below is incorporated herein. Otherwise, the disclosure(s) is not a part of this Exhibit.

Dual Agency Disclosure
Seller and Purchaser are aware of Broker's dual agency role and have determined that the benefits of Broker's role outweigh the detriments. Seller and purchaser have been advised (1) that in this transaction the Broker has acted as a dual agent, (2) that the Broker represents two clients whose interests may be different or adverse, (3) that as a dual agent, Broker may not disclose information made confidential by request of either client unless it is allowed or required to be disclosed and (4) that the clients do not have to consent to dual agency. The clients referenced above have voluntarily consented to dual agency and have read and understood their brokerage engagement agreements. The Broker and/or affiliated licensees have no material relationship with either client except as follows:____. A material relationship means one actually known of a personal, familial or business nature between the Broker and affiliated licensees and a client which would impair their ability to exercise fair judgment relative to another client.

Affiliated Licensee Assignment: The Broker has assigned__________________________(Selling Licensee) to work with Purchaser and ____________________________ (Listing Licensee) to work with Seller. Each shall be deemed to act for and represent exclusively the party to whom each has been assigned.

Transaction Brokerage Disclosure
Seller and Purchaser are aware that if they are not represented by a Broker they are each solely responsible for protecting their own interests. Seller and Purchaser acknowledge that the Broker may perform ministerial acts for either party as a Transaction Broker.

Selling Broker's Initials_____________________ Purchaser's Initials:________/________________
(or Broker's Affiliated Licensee)

Listing Broker's Initials_____________________ Seller's Initials: ____________/________________
(or Broker's Affiliated Licensee)

Exhibit "D"

FARM LEASE

This **FARM LEASE** (hereinafter as this "Agreement") is entered into this 31 day of January, 2024 by and between, **LOTSADUCKS, LLC**, a Georgia limited liability company (hereinafter as the "Lessor"), and **RICHARD BISHOP** (hereinafter referred to as the "Lessee").

RECITALS:

WHEREAS, the Lessor is the owner of that certain farmland in Seminole County, Georgia (hereinafter as the "property") shown on **Exhibit "A"** attached hereto and by reference incorporated herein; and

WHEREAS, THE Lessee is desirous of leasing the Property; and

WHEREAS, the Lessor and the Lessee execute this Agreement in order to memorialize and bind each to the terms, obligations, and rights contained herein, respectively.

AGREEMENT:

NOW THEREFORE, for and in consideration of the sum of ONE AND NO/100 DOLLAR ($1.00), in hand paid by the Lessee to the Lessor, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants and conditions herein contained, the parties hereto covenant and agree as follows:

1. **Leased Property**. The Lessor hereby rents and leases to the Lessee those certain 481 acres, more or less, of cultivatable land and irrigation pivot systems lying and being within the Property (hereinafter as the "Leased Premises").

2. **Term**. The term of this Agreement shall begin on January 1, 2024, and shall automatically end, unless otherwise extended pursuant to this Agreement, on midnight of December 31, 2024 (hereinafter as the "Term").

3. **Rent**. The rental price per acre during the Term shall be ONE HUNDRED THIRTY-TWO THOUSAND TWO HUNDRED SEVENTY FIVE DOLLARS and 00/100 ($132,275.00) (hereinafter the "Rent").

ONE-HALF ($66,137.50) of the Rent shall be due and payable upon execution of this Agreement. Any and all remaining balances of the Rent shall be due and payable on or before March 1, 2024.

4. **Ad Valorem Taxes**. Prior to delinquency, the Lessor shall pay any and all taxes and assessments levied upon trade fixtures, alterations, additions, improvements, inventories and personal property located and/or installed on or in the Leased Premises.

5. **Termination**. No termination of this Agreement prior to end of the Term thereof by lapse of time or otherwise shall affect the Lessor's right to collect the Rent for the period prior to termination thereof.

6. **Default**. If any sum owing under this Agreement by the Lessee to the Lessor is collected by or through an attorney at law, the Lessee agrees to pay FIFTEEN PERCENT (15.0%) of said sum as reasonable

attorney's fees. If The Lessee defaults for fifteen (15) days in the prompt payment of the Rent or any other amount as called for by this Agreement, or defaults for thirty (30) days after written notice thereof in performing any of the Lessee's other obligations hereunder, or if the Lessee is adjudicated as bankrupt, or if a permanent receiver is appointed for the Lessee's property and such receiver is not removed within sixty (60) days after written notice from the Lessor to the Lessee to obtain such removal, or if, either voluntarily or involuntarily, the Lessee takes advantage of any debtor relief proceedings under any present or future law whereby the rent or any part thereof is or is proposed to be reduced or payment thereof deferred, or if the Lessee makes an assignment for benefit of creditors, or if the premises of the Lessee's effects or interest therein shall be levied upon or attached under process against the Lessee, not satisfied or dissolved within thirty (30) days after written notice from the Lessor to the Lessee to obtain satisfaction thereof, then and in any of said events, the Lessor may at its option at once, or at any time thereafter, only during the continuance of such default or condition, terminate this Agreement by written notice to the Lessee whereupon this Agreement shall end immediately. Upon termination by Lessor, the Lessee shall at once surrender possession of the Leased Premises to the Lessor and remove all of the Lessee's effects therefrom, and the Lessor may forthwith re-enter said Leased Premises and repossess itself thereof and remove all persons and effects therefrom using such force as may be necessary without being guilty of trespass, forcible entry, breach of peace, or detainer.

7. **Lessor Insurance Required**. The Lessee shall obtain and keep in force during the Term of this Agreement a policy or policies of commercial liability insurance covering the loss or damage to the Leased Premises to the full insurable value of the Leased Premises (including the full value of all irrigation equipment improvements and fixtures owned by the Lessor) at least in the amount of the full replacement cost thereof, and in no event less than ONE MILLION and 00/100 DOLLARS ($1,000,000.00). The Lessee will add the Lessor as an additional insured and loss payee to any such policy.

8. **Permitted Farming Practices**. The Lessee is to maintain the farming terraces, soils, travel ways, and waterways as they presently exist on the Leased Premises, and agrees further that all good and customary farming practices shall be employed by the Lessee in the use of the Leased Premises. Specifically, The Lessee agrees that safe and sound farming practices shall be used and met which will ensure that there is no water erosion and that there shall be a minimum of wind erosion. The Lessee agrees to conduct his farming operation in a manner and form which will comply with modern farming practices promulgated by the FSA (formerly ASCS) Office of the United States Department of Agriculture. It is further mutually understood and agreed that the Lessee shall not perform any act which might impair or tend to impair the continuation of the Leased Premises of all crop allotments and acreage allotments now established or hereafter established on any of the demise premises. Any breach of the Lessee's obligation to employ safe and sound agricultural practices may be considered a breach of this Agreement, and grounds for immediate termination of this Agreement in the sole and absolute discretion of the Lessor.

9. **Lessees Duty to Repair Equipment**. The Lessee shall be responsible for all maintenance and repairs to the irrigation equipment, including, but in no way limited to, wells, pumphouses, the wells' center pivot system, pumping units, and all other ancillary equipment related to or a part thereof. Notwithstanding anything herein to the contrary, The Lessee's responsibility for such maintenance and repair shall not exceed the sum of $10,080.00 per annum. If the equipment is not returned to the Lessor in good operable condition after expiration of the Term, in the same working condition at this time of execution of this Agreement, then the Lessor may arrange the necessary repair and maintenance to said irrigation equipment for which the Lessee shall be responsible to the Lessor, which expense shall be paid by the Lessee no later than five (5) business days from receipt of invoice from the Lessor to the Lessee at

the current address listed in the Notice Section of this Agreement.

10. **Rights of Lessee to Agricultural Allotments**. The Leased Premises includes all government allotments assigned to said property by the Farm Services Agency of the U.S. Department of Agriculture.

11. **No Hunting Rights Conveyed.** The Lessee shall have no hunting or fishing privileges on the leased property.

12. **The Lessor's Right to Inspect.** The Lessor, its agents, representatives, and authorized parties shall have the right to enter upon the Leased Premises or any portion thereof at any reasonable time to inspect the same, including but not limited to, the operation, sanitation, safety, maintenance and use of the same, or any portions of the same and to assure itself that the Lessee is in full compliance with its obligations under this Agreement but the Lessor shall not thereby assume any responsibility for the performance of any of the Lessee's obligations hereunder, nor any liability arising from the improper performance thereof. In making any such inspections, the Lessor shall not unduly interrupt or interfere with the conduct of the Lessee's business.

13. **Lessee Warranties.** The Lessee hereby represents and warrants that the Lessee The Party, respectively, represents and warrants to the following:

i. That the Lessee hereby accepts the Lease Premises and irrigation fixtures in its "as-is" condition, and all irrigation equipment is in working order and is acceptable to the Lessee;
ii. That the Lessee accepts the Leased Premises in their present condition and as suited for the use intended by the Lessee, and that the Lessor shall not be required to make any repairs or improvements to the Leased Premises.
iii. That the Lessee shall repair any and all damages caused to the Lease Premises and irrigation caused by the Lessee, its agents, employees, guests, assigns, or authorized party;
iv. That the Lessee shall deliver and return the Lease Premises in working order;
v. The Lessee shall comply with any and all state and federal laws dealing with environmental compliance and disposal of waste including, but in no way limited to, chemicals, herbicides, polyethylene, and regulated/controlled substances;
vi. That the Lessee shall not hunt, fish, or trap wild game on the Lease Premises during the Term, and shall not restrict, impede or otherwise interfere with the hunting operations of the Lessor on the Leased Premises;
vii. That the Lessee shall not allow a lien or other encumbrance to be placed on the Leased Premises;
viii. That the Lessee has no claim, cause of action, or other legal remedy available to them as of the date of this Agreement arising against the Lessor; and
ix. That the Lessee acknowledges and stipulates that the provisions of this Agreement are fair and legally binding.

14. **Notice.** Unless otherwise updated or agreed to in writing, any notice required to be given to either Party hereto shall be properly delivered if delivered by certified mail to the following locations:

To the Lessor:
TNBFS
Attn: Chase Harvard
P.O. Box 1177
Thomasville, GA 31799,

To the Lessee
6311 Three Notch Rd.
Iron City, GA 39859

15. **Subletting and Assignment**. The Lessee shall not transfer, assign, or sublet this Agreement or grant any license to use the Leased Premises, or any part thereof, without first obtaining written permission from the Lessor. A consent by the Lessor to one such assignment, subletting, or license shall not be deemed to be a consent to any subsequent assignment, subletting, or license. Any such assignment, subletting, pledge, or license without the prior written permission of the Lessor shall be absolutely null and void and shall, at the Lessor's option, terminate this Lease.

Permitted subtenants or assignees shall become liable directly to the Lessor for all obligations of the Lessee hereunder, and shall acknowledge the same in writing, without relieving the Lessee's from liability.

16. **Attornment.** Subject to this Agreement, if any sale, transfer, or other disposition of the Leased Premises occurs, the Lessee shall and hereby does attorn to the new purchaser, including the new purchaser's agent if it should be the purchaser, as the original lessor under this Agreement, and the Lessee shall be bound to the new purchaser under all of the terms, covenants and conditions of this Agreement for the balance of the Term and any extensions or renewals of it which may then or later be in effect under any validly exercised extension or renewal option contained in this Agreement, all with the same force and effect as if the new purchaser had been the original lessor under this Agreement.

17. **Further Assurances.** Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments, and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement.

18. **Entire Agreement.** This Agreement is an independent document and supersedes any and all other agreements, either oral or in writing, between the parties hereto.

19. **Headings.** The headings of the sections of this Agreement are for convenience only, and shall not be deemed to constitute part of this Agreement or to affect the meaning or construction of this Agreement or any provision of this Agreement.

20. **Partial Invalidity**. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

21. **Construction.** Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires. Whenever the words "include," "includes," or "including" are used in this Agreement, the word shall be understood to be followed by the words "without limitation." The language used in the Agreement will be construed, in all cases, according to its fair meaning, and not for or against any party hereto. The Parties hereto acknowledge that each party has reviewed this Agreement and that rules of construction to the effect that any ambiguities are to be resolved against the drafting party will not be available in the interpretation of this Agreement.

Exhibit "D" Continued

22. **Waiver.** No failure of the Lessor to enforce any term of the Agreement will be deemed a waiver of that term or of any other term of the Agreement. The waiver by the Lessor of any term of the Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term of the Agreement, nor will any custom or practice which may develop between the parties be construed to waive or to lessen the right of the Lessor to insist upon performance by the Lessee of all the provisions of the Agreement, or support a claim of detrimental reliance by the Lessee. The Lessor's acceptance of a partial payment of rent will not constitute a waiver of the Lessor's right to the full amount due.

23. **Voluntary Execution.** Each party hereto represents and agrees that each has reviewed all aspects of this Agreement, has carefully read and fully understands all provisions of this Agreement, and is voluntarily entering into this Agreement. Each party represents and agrees that such party has had sufficient opportunities and time to review any and all aspects of this Agreement with legal, tax or other adviser(s) of such party's choice before executing this Agreement.

24. **Governing Law.** This Agreement shall be governed by, and construed under the laws of the State of Georgia, Jurisdiction and venue for all purposes shall be in THOMAS COUNTY, GEORGIA.

25. **E-signatures/ Counterparts.** This Agreement may be executed in one or more counterparts, electronically or otherwise, each of which shall for all purposes be deemed to be an original and all of which together shall constitute one and the same Agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

26. **Time.** Time is of the essence of this Agreement.

27. **Governing Law.** This Agreement shall be governed by, and construed under the laws of the State of Georgia, Jurisdiction and venue for all purposes shall be in THOMAS COUNTY, GEORGIA.

28. **E-signatures/ Counterparts.** This Agreement may be executed in one or more counterparts, electronically or otherwise, each of which shall for all purposes be deemed to be an original and all of which together shall constitute one and the same Agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

29. **Rights Cumulative.** All rights, powers, and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.

30. **Indemnification and Advancement of Expenses.** The Lessee shall indemnify and hold harmless the Lessor, and shall pay to the Lessor in advance of the final disposition of any proceeding any and expenses incurred by the Lessee in defending any such any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter as a "Proceeding"), to the fullest extent permitted by applicable law in effect on the date of this Agreement or as such law may from time to time be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Lessee to provide broader rights than said law permitted the Lessee to provide prior to such amendment), on the terms and conditions set forth in this Agreement.

Exhibit "D" Continued

IN WITNESS WHEREOF, the parties hereto have caused their respective authorized representatives to set their hands and affix their seals as of the date first mentioned above.

THE LESSOR:

LOTSADUCKS, LLC, a Georgia limited liability company:

By: ______________________
CHASE HARVARD, as Trust Officer for TNB Financial Services, a division of Thomasville National Bank, as Trustee for the WIGHT RESIDUARY MARITAL TRUST

THE LESSEE:

____
RICHARD BISHOP