

2186 SYLVESTER HWY, SUITE 1 MOULTRIE, GEORGIA 31768

CONTRACT FOR SALE OF REAL PROPERTY

Property Address: 7.04+/- Acres, 915 Middle Road South, Leesburg, GA 31763

State of Georgia

County of Lee	
The undersigned Purchaser,sell with Weeks Auction Group, Inc., a licensed Real Estate broker, herein referred parcel of land and all fixtures therein as described in Exhibit "A" attached here "Property"). Time being of the essence, this sale shall be closed on or before Mond	eto and made a part of this Contract by reference (the
The purchase price of said Property shall be and is inclusive of the 10% Buyer's Premium (the "Purchase Price"). The Purchase (as hereinafter defined) in immediately available funds. This Contract is not contany kind.	
Purchaser has paid to Weeks Auction Group, Inc., receipt of which is hereby certified funds as earnest money to be applied towards the purchase price when Contract, Broker has rendered a valuable service for which reason Broker is made Broker's commission rights hereunder against the parties hereto on the following as provided in the auction listing contract when the sale is consummated. In the inability, failure, or refusal to perform any of the Seller's covenants herein, then the Broker, at the option of the Purchaser, shall return the earnest money to Purchase perform any of the Purchaser's covenants herein, Purchaser shall forthwith pay Infirst apply one-half of the earnest money toward payment of, but not to exceed, the balance of the earnest money deposit as liquidated damages and full settlement enforce specific performance rights and obligations against the Purchaser under the make deposit or deposits are not collectible, Purchaser shall be considered to have to re-offer the Property for sale to others and to demand liquidated damages equivaled specific performance. The Purchaser in either event shall be liable for Broker's concearnest money pursuant to this Agreement, Broker shall give all parties fifteen (1: last known address), stating to whom the disbursement(s) will be made. Any part the objection is received by Broker prior to the end of the fifteen (15) day notice per be waived. In the event a timely objection is made, Broker shall consider the following: (1) disburse the earnest money as indicated in the notice and so notify court of competent jurisdiction; or (3) hold the earnest money for a reasonable per the dispute. Broker shall be entitled to be reimbursed from any funds interple attorneys' fees incurred in connection with the interpleaded action. The prevailing collect from the other party the costs and expenses reimbursed to Broker. No part Holder (nor shall Broker be liable for the same) for any matter arising out of or rearnest money paragraph, and the parties indemnify Broker and Escro	the sale is consummated. As procuring cause of this de a party of this Contract to enable Broker to enforce basis: Seller agrees to pay Broker the full commission event the sale is not consummated because of Seller's the Seller shall pay the full commission to Broker, and er. Purchaser agrees that if Purchaser fails or refuses to Broker the full commission; provided that Broker may he full commission. The Seller may elect to accept the of any claim for damages or the Seller may seek to breached this agreement and Seller shall have the right hal to the amount of the deposit or Seller may demand mmission, attorney's fees and costs. Prior to disbursing 5) days written notice by certified mail (to each party's ty may object in writing to the disbursement, provided eriod. All objections not raised in a timely manner shall be objection and may do any or a combination of the yall parties; or (2) interplead the earnest money into a iod of time to give the parties an opportunity to resolve aded for its costs and expenses, including reasonable ng party in the interpleader action shall be entitled to ty shall seek damages from Broker or Escrow Deposit related to the performance of Broker's duties under this

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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 10 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.

Purchaser's earnest money deposit shall not be deposited 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.

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Purchaser and Seller acknowledge and agree that the only Broker involved in the transaction contemplated herein as Seller's agent is Weeks Auction Group, Inc. 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.

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[Signatures on the Following Page]

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

PURCHASER:	PURCHASER:
Ву:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:
Address:	Address:
Telephone #:	Telephone #:
Facsimile #:	Facsimile #:
E-mail Address:	E-mail Address:
SELLER:	
Ву:	
A	
By:(SEAL)	
Print Name:	
Title:	
Address:	
Telephone #:	
Facsimile #:	
E-mail Address:	
ACKNOWLEDGEMENT OF RECEIPT OF EAR	
BY BROKER OR BROKER'S AFFILIATED LIC Weeks Auction Group, Inc. [GA R.E. Lic. #75323]	
Weeks Auction Group, Inc. [GA R.E. Lic. #75323]	

Exhibit "A"

Legal Description

Tax Parcel Number: 060D 034

Property Description: 7.04+/- Acres, 915 Middle Road South, Leesburg, GA 31763

All that certain lot, tract or parcel of land lying and being In Land Lot Number 137 of the 1st Land District of Lee County, Georgia, containing 7.04 acres, more or less, and being described as follows:

Commence at a point in Land Lot Number 138 of the 1st Land District of Lee County, Georgia, which point is the Intersection of the centerlines of Middle Road (80 foot right of way- paved) and Philema Road (State Highway number 91- 80 foot right of way--paved) and run north 34 degrees 57 minutes 32 seconds east along the centerline of Philema Road a distance of 176.18 feet to a point; then run North 55 degrees 02 minutes 28 seconds west a distance of 40.00 feet to a point on the northwest right of way line of Philema Road; then run north 34 degrees 57 minutes 32 seconds east along the northwest right of way line of Philema Road a distance of 455.92 feet to the POINT OF BEGINNING:

From said POINT OF BEGINNING run south 61degrees 29 minutes 03 seconds west a distance of 212.3 feet to a point marked by an Iron pin; then run south 89 degrees 24 minutes 42 seconds west a distance of 125.32 feet to a point on the east right of way line of Middle Road, which point is marked by an Iron pin; then run along the arc of a curve along the eastern right of way line of Middle Road, (curve has an arc distance of 396.00 feet, a chord distance of 395.88 feet and a chord bearing of north 00 degrees 33 minutes 27 seconds east) a distance of 396 feet to a point; then continue along the eastern right of way line of Middle Road north 03 degrees 02 minutes 10 seconds east a distance of 357.57 feet to a point marked by an Iron pin; then run south 75 degrees 27 minutes 46 seconds east a distance of 357.36 feet to a point marked by an Iron pin; then run south 73 degrees 54 minutes 00 seconds east a distance of 290.00 feet to a point on the northwestern right of way line of Philema Road which point is marked by an Iron pin; then run south 34 degrees 57 minutes 32 seconds west a distance of 585.82 feet along the northwestern right of way of Philema Road and to the POINT OF BEGINNING.

Said property is a portion of that tract conveyed to James H. Williams and Emily Williams by Warranty Deed executed by J. Wiley Jordan and Richard R Thomas, dated March 18, 1983 and recorded in the office of the Clerk of the Superior Court of Lee County, Georgia, in Deed Book 63, Pages 955-956.

Said property is further	shown and deli	neated on a	a plat of surve	ey entitled	"Property	Line Survey	for Marshall R
Houston", prepared by	Joseph F. Dubea	u, Georgia	a Registered I	Land Surve	eyor, which	plat is date	ed January 10,
1985, in Plat Cabinet	at Slide					_	-

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Engineer's Sketch

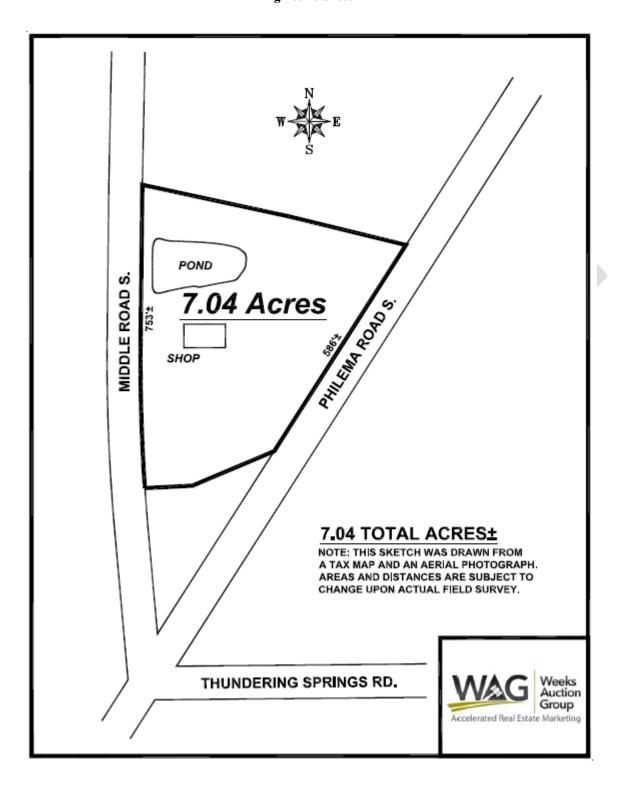


Exhibit "B"

Special Stipulations

- 1. This sale will be closed by Campbell Kirbo of Kirbo & Kirbo, PC at 2405 Westgate Drive, Albany, GA 31707, (229) 883-5134. The closing attorney will charge the purchaser a closing fee of \$850.00 per cash transaction and \$1,350.00 per load 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.
- A boundary survey will be made by Craig Bargstadt of True Point Surveying, 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. 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 all surveying expenses.
- 4. Property is being sold subject to a Lease Agreement dated May 18, 2021 between Seaton Family Trust as Lessor and Specialty Reforestation, Inc. as Lessee.
- 5. Auctioneer and Sellers do not warrant or covenant with Buyer with respect to the existence or nonexistence of any pollutants, contaminants or hazardous waste prohibited by federal, state or local law or claims based thereon arising out of the actual or threatened discharge, release, disposal, seepage, migration or escape of such substances at, from or into the demised premises. Buyer is to rely upon it's own environmental audit or examination of the premises.
- 6. The 2022 Ad Valorem taxes will be prorated between the seller and purchaser as of the date of closing.
- 7. The property is being sold as-is where-is.
- 8. 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.

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- 9. This contract excludes all personal property located on the property.
- 10. This property is being conveyed by Trustee's Deed.
- 11. 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 7.04+/- Acres, 915 Middle Road South, Leesburg, GA 31763 with an Offer Date of March 9, 2022.

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:

	<u> </u>	Select A or B below. The section not marked s	shall not be part of this Exhibit}		
<u>X</u>	A.	SELLER AGENCY: Listing Broker has en	tered into a client relationship with Seller.		
<u> </u>	B.		red into a client relationship with Purchaser	and Seller.	
G 11:	2 1 (6				
Selling		Select A, B, C, D, or E below. The section no			
	A.		r has entered into a client relationship w		
	В.		red into a client relationship with Purchaser	and Seller.	
<u>X</u>	C.	SELLER AGENCY: Selling Broker has en			
X	D.		Broker has not entered into a client rela	tionship with	
		Purchaser or Seller.			
	E.	SELLER SUBAGENCY: Listing Broker h	as entered into a client relationship with Sell	ler and has appointed Selling Broker	asit
subagen	t.				
		transaction brokerage is selected above, the	applicable disclosure below is incorporated	herein. Otherwise, the disclosure(s)	is not
part of t	nis Exhibi	it.			
Dual As	ency Disc	closure			
		user are aware of Broker's dual agency role a	and have determined that the benefits of Bro	oker's role outweigh the detriments.	Seller
		we been advised (1) that in this transaction the			
		different or adverse, (3) that as a dual agen			
		ed or required to be disclosed and (4) that t			
		nted to dual agency and have read and under			
		relationship with either client except as follow			CHSCCS
110.0110					aterial
relations	hip mean	s one actually known of a personal, familial of	or business nature between the Broker and af		
		y to exercise fair judgment relative to another			
1	•	3 8			
Affiliate	d License	ee Assignment: The Broker has assigned	(Selling Licensee	e) to work with Purchaser and	
		(Listing Licensee) to work with Seller. Ea	ch shall be deemed to act for and represent e	exclusively the party to whom each h	as
been ass	igned.		•	7 1 7	
	C				
Transac	ion Broke	erage Disclosure			
Seller an	nd Purcha	ser are aware that if they are not represented	by a Broker they are each solely responsible	le for protecting their own interests.	Seller
and Pur	chaser ack	knowledge that the Broker may perform minis	sterial acts for either party as a Transaction E	Broker.	
	Calling	Dualrou's Initials	Drumbagan'a Initiala	/	
		Broker's Initials	Purchaser's Initials:		
	(or Broi	ker's Affiliated Licensee)			
	Listing	Broker's Initials	Seller's Initials:	/	
		ker's Affiliated Licensee)		_	
	•	•			

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