



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

CONTRACT FOR SALE OF REAL PROPERTY

State of Georgia
County of Webster

Property Address: Tract(s) _____, Ben Williams Road, Preston, GA 31824

The undersigned Purchaser, _____, agrees to buy, and the undersigned Seller, agrees to sell with Weeks Auction Group, Inc., 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 Tuesday, August 2, 2022.

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 Weeks Auction Group, Inc., 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.

CONTRACT FOR SALE OF REAL PROPERTY

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

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.

CONTRACT FOR SALE OF REAL PROPERTY

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

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.

[Intentionally Left Blank]

[Signatures on the Following Page]

CONTRACT FOR SALE OF REAL PROPERTY

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

The foregoing offer is ACCEPTED by the Seller on _____.

PURCHASER:

By: _____

Print Name: _____

Title: _____

Date: _____

Address: _____

Telephone #: _____

Facsimile #: _____

E-mail Address: _____

PURCHASER:

By: _____

Print Name: _____

Title: _____

Date: _____

Address: _____

Telephone #: _____

Facsimile #: _____

E-mail Address: _____

SELLER:

By: _____

A _____

By: _____ (SEAL)

Print Name: _____

Title: _____

Address: _____

Telephone #: _____

Facsimile #: _____

E-mail Address: _____

**ACKNOWLEDGEMENT OF RECEIPT OF EARNEST MONEY
BY BROKER OR BROKER'S AFFILIATED LICENSEE:**

Weeks Auction Group, Inc. [GA R.E. Lic. #75323]

By: _____

As its: _____ GA R.E. Lic. # _____

Date: _____

Exhibit "A"

Legal Description

Property Description: Tract(s) _____, Ben Williams Road, Preston, Webster County, GA 31824

A tract of land lying and being situated in Land Lot 18 in the 118th Land District of Webster 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 C09 020

Tract II: All of my interest in and to that tract or parcel of land containing 40-1/3 acres, more or less, consisting of a part of lot of Land No. 132 that lies north of Bear Creek, situated, lying, and being in the 18th Land District of Webster County, Georgia and being bounded as follows: On the north by the property of O. R. Wills, Sr. and Marion Dennis Wills, on the east by the property of Zack Moncus, Jr., on the south by the center of the run of Bear Creek which separates the herein described property from the property of Oscar Ray Wills, Jr., and on the west by the property of Bill Starling; and said property is a part of the Sword Place; and the said O. R. Wills, Sr. obtained his one-half undivided interest in and to the herein described property under and by virtue of that certain deed executed by Walter K. Wills and Oscar R. Wills, Jr. to O. R. Wills, Sr., dated March 9, 1962, and recorded in Deed Book PP, Page 260 of the deed records of Webster County, Georgia, and the said Marion Dennis Wills already owns a one-half undivided interest in and to the herein described property under and by virtue of those two certain deed of (1) a one-fourth (1/4) undivided interest under and by virtue of that certain deed executed by O. R. McGill to Dennis Wills (same person as Marion Dennis Wills), dated July 5, 1951, and recorded in Deed Book KK, Page 37 of the deed records of Webster County, Georgia; and (2) a one-fourth (1/4) undivided interest contained as Tract No. 1 in that certain deed executed by O. R. Wills, Sr. to Dennis Wills (same person as Marion Dennis Wills), dated march 9, 1962, and recorded in Deed Book PP, Pages 263-264, of the deed records of Webster County, Georgia.

Said property being all or part of the property as described in a deed dated the 26th day of May 1969, from O. R. Wills, Sr. to Mrs. Gussie Blanche West Wills and Marion Dennis Wills and being recorded in the records of the Clerk of Superior Court of Webster County, State of Georgia, at Deed Book TT, Page 346, said deed is made a part of this description by reference.

Tax Parcels C09 002 / D09 002 003 / D09 002 004

Tract III: All of my interest in and to that tract or parcel of land situated, lying, and being in the 18th Land District of Webster County, Georgia, and consisting of 85.8 acres more or less off of lot of Land No. 123, the same lying north of the public road and west of a line agreed upon between Mrs. W. V. Davenport and W. H. Harris and B. N. Harris as shown by an agreement dated November 15, 1944, and recorded in Deed Book HH, Page 467, of the deed records of Webster County, Georgia; and also consisting of 32 acres, more or less, in the shape of a triangle in the northeast corner of lot of Land No. 124, and being all of said Lot No. 124 lying north and east of a road which traverses the northeastern part of said Lot No. 124; and also consisting of the whole of the west half of lot of Land No. 124 containing 101-1/4 acres, more or less; and also consisting of the whole of lot of Land No. 125 containing 202-1/2 acres, more or less; and all of said land lying and being in one body and containing in the aggregate 421.55 acres, more or less, and being a portion of the property contained in that certain deed executed by W. H. Harris and B. N. Harris to O. R. Wills (same person as O. R. Wills, Sr.), dated November 3, 1945, and recorded in Deed Book HH, Page 570, of the deed records of Webster County, Georgia, and the east boundary line of the lands in Lot No. 123 was changed by the agreement with Mrs. W. V. Davenport as hereinbefore set out, and also the spillway and high water privileges west of the line agreed upon is shown by the conveyance to Mrs. W. V. Davenport recorded in Deed Book HH, Page 467, of the deed records of Webster County, Georgia; and Marion Dennis Wills owns the other one-half undivided interest in the hereinabove described property under and by virtue of the property described in Tract No. 2 in that certain deed executed by O. R. Wills, Sr. to Dennis Wills (same person as Marion Dennis Wills), dated March 9, 1962, and recorded in Deed Book PP, Pages 263-264, of the deed records of Webster County, Georgia.

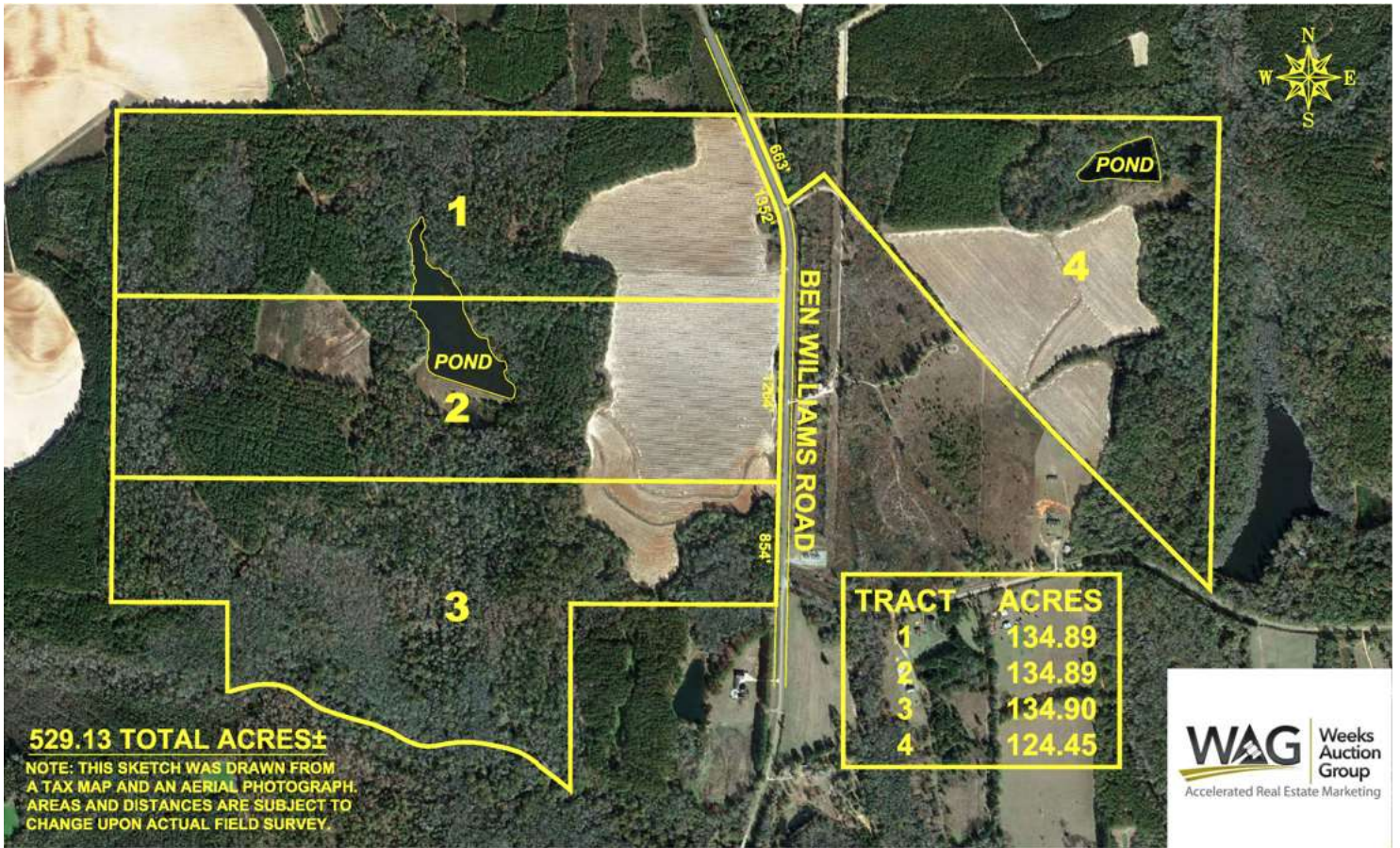
Said property being all or part of the property as described in a deed dated the 26th day of May 1969, from O. R. Wills, Sr. to Mrs. Gussie Blanche West Wills and Marion Dennis Wills and being recorded in the records of the Clerk of the Superior Court of Webster County, State of Georgia, at Deed Book TT, Page 348, said deed is made a part of this description by reference.

CONTRACT FOR SALE OF REAL PROPERTY

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Exhibit "A2"

Engineer's Sketch



CONTRACT FOR SALE OF REAL PROPERTY

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

Exhibit "B"

Special Stipulations

1. This sale will be closed by Edward R. Collier of Collier and Gamble, LLP located at 177 South Main Street, Dawson, GA 39842, (229) 995-5657. The closing attorney will charge the purchaser a \$850.00 per cash transaction and \$995.00 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. In the event the property sells divided 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 per linear foot on all exterior lines and \$0.18 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. Tracts 1 – 3 are selling subject to a Timber Sale Agreement dated August 20, 2021, between Oakcrest Lumber Inc as purchaser and Ronnie Wills, Yvonne Coalson, and Sherrie Hales as Sellers. Said Timber Sale Agreement terminates at midnight, December 31, 2023. A full copy of said Timber Sale Agreement is attached as Exhibit "D".
5. The 2022 Ad Valorem taxes will be paid by the seller.
6. The property is being sold as-is where-is.
7. 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.
8. This contract excludes all personal property located on the property.
9. This property is being conveyed by Executor's Deed.

CONTRACT FOR SALE OF REAL PROPERTY

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

10. Possession of the property will be granted to the Purchaser at closing with the exception of all cultivatable land located on tracts 1 - 4 which are selling subject to an annual crop lease expiring on December 31, 2022. Possession of the cultivatable land will be granted at the expiration of the lease.
11. If the property sells divided, agricultural bases and or payments (if any) shall be divided by the United States Farm Service Agency based upon their standard procedures and regulations.

SAMPLE

CONTRACT FOR SALE OF REAL PROPERTY

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

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) _____, Ben Williams Road, Preston, Webster County, GA 31824 with an Offer Date of June 16, 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:

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 it 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 _____
(or Broker's Affiliated Licensee)

Purchaser's Initials: _____ / _____

Listing Broker's Initials _____
(or Broker's Affiliated Licensee)

Seller's Initials: _____ / _____

CONTRACT FOR SALE OF REAL PROPERTY

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

Exhibit "D"

Timber Sale Agreement

LONG FORM TIMBER SALE CONTRACT

This Indenture made and entered into this, the 20th day of August 2021, by and between:

<u>SELLER</u>	<u>SELLER</u>	<u>SELLER</u>	<u>PURCHASER</u>
Ronnie Wills	Yvonne Coalson	Sherrie Hales	Oakcrest Lumber Inc.
81 Gatlin Bluff	4628 Hwy. 19 South	2600 Bridgewater Circle	P.O. Box 458
Thomasville, GA. 31757	Camillia, GA. 31730	Gainesville, GA. 30506	Buena Vista, GA. 31803

Witnesseth, That:

Seller, for and in consideration of the terms and provisions of this Timber Sale Contract hereinafter set forth, and for in consideration of the Sum of [REDACTED] (see EXHIBIT B). To be paid at the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, have granted, bargined, sold, conveyed and demised, and do hereby grant, bargain, sell, convey and demise to Purchaser, its successors and assigns, all and singular, the following described trees, and timber, now on the following described lands, to-wit:

All Pine trees and Hardwood trees marked with Orange treemarking paint located in selectcut areas, Also All Pine & Hardwood trees NOT Striped with BLUE treemarking paint for sale in selectcut areas. All Hardwood pulpwood and fuelwood to be paid as cut at the following rates Hardwood pulpwood at \$7.00 per ton & Fuelwood at \$.50 per ton (2,000 lbs = 1 Ton). Said trees are located in portions of Land Lots 124, 125 & 132 of Land District 18, Webster County, Georgia. The area from which the trees sold hereunder are to be cut and removed is more particularly delineated on the attached map ("EXHIBIT A"). Said map are made a part hereof by this express reference thereto.

This conveyance is made under the terms, conditions and provisions hereinafter set forth, and purchaser's acceptance of, and agreement to, said terms, conditions and provisions shall be evidenced by (but not by way of limitation): (A) Purchasers payment of said amount stated above; and, (B) the acceptance of delivery of this TIMBER SALE CONTRACT by the authorized agent of Purchaser. Said terms, conditions and provisions are as follows, to-wit:

(1) Seller extends to Purchaser the uninterrupted use and enjoyment of said trees, and the right to cut and remove said trees from said lands, which time period shall commence to run from the date of the execution of this Instrument and terminate at Midnight on December 31, 2023.

LONG FORM TIMBER SALE CONTRACT

(2) Purchaser shall have full right of ingress and egress in, to and over the above-described property, for the purpose of making roads, tramroads, trailways, and skid roads, or any other type of access, in the cutting and removing of the timber herein conveyed, but existing roads shall be used where expedient; provided however, that : (a) all additional roads must be approved by Seller in advance; (b) roads existing at the execution of this instrument must, at the termination hereof, be in the same, or a better, condition as they were at the time of execution; (c) Purchaser will keep all roads in a condition that is not conducive to erosion; (d) any portion of any tree falling across any road, or in field or pasture, shall be removed as soon as practical, or immediately if conditions warrant; (e) no forest products will be ramped in the roads on said lands; (f) all roads shall be left open and passable at the end of each day's operation.

(3) Purchaser shall have the right to operate, on said lands, skidders, trucks, tractors and equipment of every kind, nature and description, together with any other device or devices needful or necessary by Purchaser to obtain the trees herein conveyed; provided, that Purchaser shall not conduct any cutting and/or harvesting operations upon said lands unless Purchaser's operations crews are properly supervised at all times.

(4) Purchaser shall be responsible to Seller or any other party damaged by fires caused by him and/or his servants, agents, employees, representatives, successors, licensees and/or assigns.

(5) Purchaser agrees to leave in place and undamaged, all boundary trees and survey points, and to avoid damage to fences, crops, other fixtures, and/or improvements on said lands. Purchaser shall repair damages at its own expense. Fences subject to damage repair are those shown on attached map. Purchaser agrees to prevent undue damages to the lands of Seller during logging operations under wet conditions. Felled trees will not be delimbed by backing same thru or against any tree or trees not conveyed herein. No tree or any portion of any tree shall be left in and/or across any stream (excluding any small limbs, leaves and/or pine cones that will not impede the flow of any stream and/or streams located on subject property).

(6) Seller warrants the title of said trees to Purchaser, its successors and assigns, and agrees to defend said title and the rights herein granted against any and all claims, taxes, mortgages and/or other legitimate encumbrances, and from any hostile claimant, all at Seller's own expense. Seller shall indemnify Purchaser and hold Purchaser harmless against any and all lawful claims against the trees conveyed herein. Seller agrees to pay and discharge all taxes and assessments levied and assessed upon the lands hereinabove described and the timber growing thereon.

(7) All the rights and privileges granted in this lease shall be deemed to include the Purchaser, its servants, agents, employees, licensees, assigns, representatives and/or successors.

(8) This Contract may not be assigned by Purchaser without the prior written consent of Seller, assignments to Purchaser's lienholder(s) excepted from this provision. Those trees/products not used by Purchaser may be assigned to another Vendor and/or Vendors.

(9) In the event that Purchaser is delayed in the cutting of the trees herein conveyed, due to any defect, dispute and/or infirmity in the title to the property, or any portion of the same, then the term of this Contract shall be extended for a sufficient length of time following the settlement of any such defect, so that Purchaser may remove the remaining trees.

(10) Purchaser will not allow its contractors, agents, servants and/or employees to leave trash, bottles, cans and/or other forms of litter on the property or to drain, pour and/or spill oil, gas, fuel and/or other petroleum products on said lands. Logging debris is not trash and shall remain on property.

(11) Seller acknowledges that some damage arising from logging operations is inevitable. Premerchantable trees in the designated sale area which are damaged in the cutting, felling and or skidding operations, are exempt from damage penalties. Purchaser will not affix any structure to any standing trees located outside designated sale area. Trees cut or mortally damaged, not conveyed hereunder, will be valued at twice stumpage price for such trees prevailing at time same are cut. Purchaser will notify Seller's Forester three (3) days prior to commencing cutting operations and will give three (3) days notice before final move from said lands.

(12) Purchaser shall indemnify and defend Seller, and hold Seller harmless, from and against loss, cost, damages, and/or expenses (including without limitation court cost, expenses, and reasonable attorney's fees) for injury, death, or property damage (including Seller, Purchaser's and Purchaser's contractor's, and subcontractor's, agents, servants, and employees) connected with Purchaser's operation under this instrument, except where any such injury, death or damage is solely the result or proximate result of Seller's negligence or intentional acts.

(13) Purchaser shall comply with all Federal and State Laws and abide by Georgia Forestry Commission Best Management Practices in conducting its operations.

(14) Seller shall have the right to inspect all operations covered by this agreement for the purpose of determining and assuring compliance with this Contract.

CONTRACT FOR SALE OF REAL PROPERTY

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

LONG FORM TIMBER SALE CONTRACT

(15) In the event of any dispute between the parties arising out of the terms, conditions, and provisions of this instrument, and the performance of this Contract by either party thereto, then Seller and Purchaser agree to resolve the dispute by arbitration as follows, to-wit: Each party hereto shall select an arbiter, and the two arbiters so selected shall within forty-eight (48) hours select one (1) more arbiter, for a total of three (3) members to the arbitration panel. Within thirty (30) days of the selection of said third arbiter, the arbitration panel shall render its decision resolving the dispute to each of the parties, Seller and Purchaser. In agreeing to arbitration, both acknowledge that in the event of a dispute, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution. If the issue to be arbitrated is such that it becomes necessary to suspend cutting and harvesting operations hereunder then the terms of this Contract shall be extended for the same period of time that such operations have been suspended.

(16) The Purchaser, its successors and assigns, shall remove within thirty (30) days following the termination of this Contract any machinery, equipment and/or other improvements placed on said property by Purchaser, its successors or assigns.

(17) It is expressly understood and agreed that Kennedy Forest Services, Inc. is Seller's agent in this transaction and as such is authorized to act for the Seller in connection with this instrument and transaction, except wherein written notice to the contrary is received by Purchaser from the Seller himself.

(18) The words "him", "his", and "its" used herein, shall be construed to be synonymous, and shall be construed to mean both the singular and the plural as the case may be. The terms "Seller" and "Purchaser" shall not only refer to the parties executing this Contract, but also to those parties respective agents, servants, employees, contractors, heirs, administrators, executors, successors, and assigns.

(19) Purchaser shall obtain, pay for and keep in force the following minimum insurance effective in all localities, where Purchaser may perform work hereunder.

A. Worker's Compensation covering all state and local requirements and Employer's Liability Insurance covering all persons employed by Purchaser in connection with this Contract.

B. Comprehensive General Public Liability, including:

- (1) Contractual liability assumed by this Contract.
- (2) Broad form Property Damage Liability.

C. Comprehensive Automobile Liability covering all owned hired and other non-owned vehicles of the Purchaser.

The minimum limits for A., B. and C. above shall be:

A. Worker's Compensation -Statutory. Employer's Liability Insurance- \$500,000 per occurrence.

B. AND C. Bodily injury \$1,000,000 for the injury or death of any one person in any one occurrence; \$1,000,000 for the injury or death of more than one person in any one occurrence.

Property damage - \$1,000,000 per occurrence.

CONTRACT FOR SALE OF REAL PROPERTY

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

LONG FORM TIMBER SALE CONTRACT

IN WITNESS WHEREOF, Seller and Purchaser have set their hand and affixed their seal on the day month and year first above written. Signed sealed and delivered in the presence of:

[Signature]
(WITNESS)

[Signature]
(SELLER) Ronnie Wills

[Signature]
NOTARY PUBLIC: STATE OF GEORGIA
My commission expires 5-22-23

[Signature]
(WITNESS)

[Signature]
(SELLER) Yvonne Coalson

[Signature]
NOTARY PUBLIC: STATE OF GEORGIA
My commission expires 5-22-23

[Signature]
(WITNESS)

[Signature]
(SELLER) Sherrie Hales

[Signature]
NOTARY PUBLIC: STATE OF GEORGIA
My commission expires 5-22-23

[Signature]
(WITNESS)

Delivery of this instrument
accepted by:
[Signature]
Oakcrest Lumber Inc.
(COMPANY NAME)
AUTHORIZED AGENT FOR COMPANY

[Signature]
NOTARY PUBLIC: STATE OF GEORGIA
My commission expires 5-22-23

