



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

CONTRACT FOR SALE OF REAL PROPERTY

State of Georgia
County of Jasper

Property Address: Tract(s) _____, _____ +/- Acres, Smith Mill Road, Monticello, GA 31064

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 Friday, October 28, 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 not to exceed \$50,000.00) 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: Broker _____ GA R.E. Lic. # 341667

Date: _____

Exhibit "A"

Legal Description

Tax Parcel Number: Portion of 038 005, 038 005 001, and 038 004

Property Description: Tract(s) _____, _____ +/- Acres, Smith Mill Road, Monticello, GA 31064

A tract of land lying and being situated in Land Lots 102, 103, 108, 109, 131, 132, 136 and 137 of the 17th Land District, 294th G.M.D., Jasper 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: 038 005 and 038 005 001 (Tracts 1-3 and 5-7)

Property Address: Smith Mill Road, Monticello, Jasper County, GA 31064

All those tracts or parcels of land lying and being in Land Lots 102, 103, 108, 109, 131, 132, 136 and 137 of the 17th Land District, 294th G.M.D., Jasper County, Georgia, containing 638.25 acres, more or less, less and except acreage contained in the rights-of-way for utilities all as shown on the following described survey, and being designated as Tract "A" and Tract "B" on plat of survey prepared by John W. Dye with Gordon-Dye Surveying Service, dated March 8, 1967, recorded in Plat Book 2, page 255, Jasper County, Georgia records, reference to which is hereby made for a more complete and accurate description of the property hereby conveyed. This is the same property conveyed to Lassiter Properties, Inc. by deed dated March 30, 1990, recorded in Deed Book 88, pages 107-110, Jasper County, Georgia Records.

Tax Parcel: 038 004 (Tract 4)

Property Address: Smith Mill Road, Monticello, Jasper County, GA 31064

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE JOHNSON-MALONE DISTRICT OF G.M. JASPER COUNTY, GEORGIA CONTAINING 10 ACRES, MORE OR LESS, KNOWN AS TAX PARCEL 038-004 BOUNDED NOW OR FORMERLY AS FOLLOWS: NORTHWEST BY SMITH MILL ROAD, FORMERLY KNOWN AS GILES FERRY ROAD; SOUTHEAST AND SOUTH BY PIONEER FARMS, INC., AND SOUTHWEST BY THE UNITED STATES FORESTRY SERVICES. THIS IS A PORTION OF THE PROPERTY DEEDED TO CAROLYN PAYNE FAMILY LIMITED PARTNERSHIP BY WARRANT DEED DATED 4/3/2007 AND RECORDED IN DEED BOOK 625, PAGE 307, JASPER COUNTY, GEORGIA RECORDS AND CONSTITUTES ALL THE PROPERTY OWNED BY GRANTOR ON SMITH MILL ROAD IN JASPER COUNTY, GEORGIA.

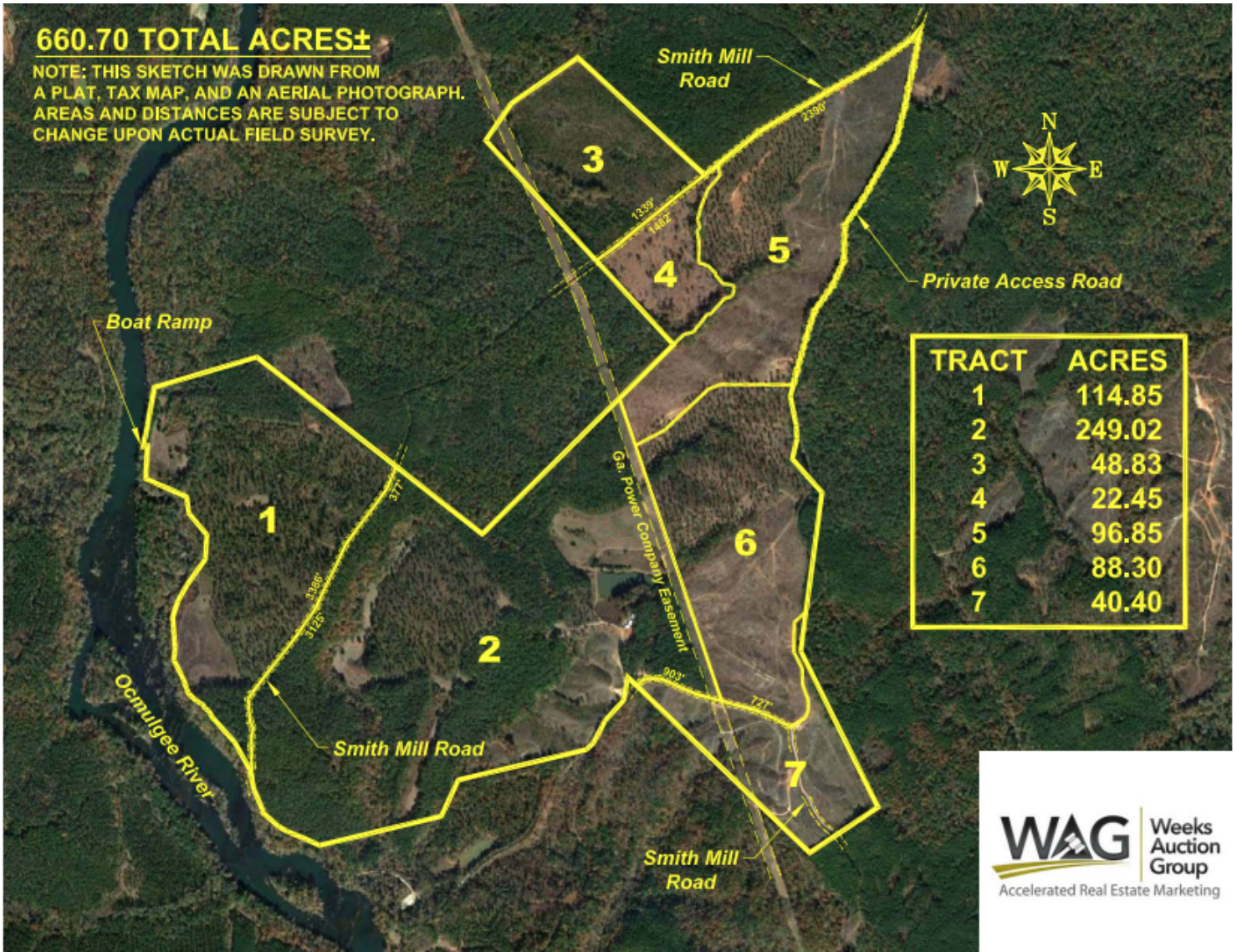
NOTE: THE GRANTEE HEREIN DOES HEREBY ASSUME THE TAX CONSERVATION COVENANTS WHICH IS RECORDED IN DEED BOOK 825, PAGES 167-168, JASPER COUNTY, GEORGIA RECORDS.

CONTRACT FOR SALE OF REAL PROPERTY

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

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 Byrd Garland of Smith, Welch, Webb & White, LLC located at 117 Brookwood Avenue, Jackson, GA 30233, (770) 775-3188. The closing attorney will charge the purchaser a closing fee of \$675.00 per cash transaction and \$1,200.00 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, 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.
4. Tract 4 (Tax Parcel 038 004) ONLY: This property is sold subject to Covenants for an Agricultural Preferential Assessment recorded in Deed Book 587, Page 327-328. the office of the Clerk of Superior Court, Jasper County, Georgia (hereinafter the "Covenant"). This Covenant expires on December 31, 2022. 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. Tracts 1-3 and 5-7 (Tax Parcel 038 005) ONLY: This property is sold subject to Covenants for an Agricultural Preferential Assessment recorded in Deed Book 708, Page 49. the office of the Clerk of Superior Court, Jasper County, Georgia (hereinafter the "Covenant"). This Covenant expires on December 31, 2023. As a part of this transaction, Purchaser shall assume and/or continue

CONTRACT FOR SALE OF REAL PROPERTY

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

the Covenants, and in the event Purchaser does not qualify to assume or continue the Covenants or fails to timely file an application to assume or continue the Covenants, then Purchaser shall be responsible for and pay any and all ad valorem taxes, costs and penalties associated with a breach, if any, of the Covenants. Seller agrees to fully cooperate with Purchaser's application for continuation or assumption of the Covenants. However, neither the Seller nor the Broker makes or have made any warranties or representations regarding the Covenants or the Purchaser's ability to qualify to continue or assume the Covenants. Further, the Purchaser does agree to indemnify and hold harmless the Seller, the Broker and the closing attorney from any and all costs, penalties, attorney's fees, and ad valorem taxes that are due and required to be paid as a result of the termination and/or breach of the Covenants. This warranty and indemnity shall survive the closing of the sale contemplated hereby and shall not be merged into the same.

6. The 2020 Destiny Timberline Elite D604-962-TE 28'x 60' Manufactured Home with VIN DISH09575GAA located on Tract 2 (the "Home") is being sold subject to a Certificate of Permanent Location for a Manufactured Home recorded March 30, 2020 in Deed Book 1059, Pages 305-307 in the Office of the Clerk of the Superior Court of Jasper County, Georgia. The Home is being sold "AS-IS". The major appliances contained in the Home are included in the sale. All other furniture, fixtures, and personal property contained in or around the Home, the Property, or any outbuilding shall remain the property of the Seller, unless provided for otherwise herein.
7. Tracts 1-3 and 5-7 ONLY. This property is subject to the Easement between Georgia Power Company, Southern Telecom, Inc. and Pioneer Farms, Inc. dated April 28, 2000 and recorded in Deed Book 285, Page 19, Jasper County, Georgia Records, as further supplemented and/or amended of record.
8. SOLAR SYSTEM. Tract 2 contains an 8KW/11,000 Watt solar system installed in 2020 ("Solar System"). A copy of the Work Order detailing the equipment and scope of the Solar System is attached here to as Exhibit 8(a). The Solar System is subject to the terms and conditions of a REAP grant from the United States Department of Agriculture. A copy of the REAP grant agreement is attached hereto as Exhibit 8(b).
9. The 2022 Ad Valorem taxes will be prorated between the seller and purchaser as of the date of closing.
10. The Property, structures, appliances, and equipment to be transferred per this agreement are being sold "AS-IS" and "WHERE-IS". All deer stands, blinds equipment, metal rifle targets, and tools ("Retained Assets") shall remain the property of the Seller unless one or more of the Retained Assets are remaining on the Property at the time of close. Any Retained Assets that are not removed from the Property prior to the close shall become the property of the Purchaser as of the close date.
11. 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.
12. This property is being conveyed by Limited Warranty Deed.
13. Possession of the property will be granted at closing.

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) _____, _____ +/- Acres, Smith Mill Road, Monticello, GA 31064 with an Offer Date of September 13, 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 asit 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: _____ / _____

Exhibit 8(a)



Roswell Reconstruction Corporation

155 Saddlebrook Ct
Roswell, GA 30075
770-560-9800

WORK ORDER

Scope and Pricing

Group Price: \$40,114.20

Code	Title	Description	Qty / Unit	Unit Price	Price
Solar Inverter	Sol- Ark Solar Inverter	SA - 8K 120/240 Solar Inverter system up to 11,000 Watts	1	6,000.00	\$6,000.00
Solar Panels	Hanwha Q Cell 315 All black Modules	Solar Modules Non EMP Protected	28	240.00	\$6,720.00
Solar Rails	Renusol Racking for Metal roofing	Racking for Ground Mount installation	1	1,540.00	\$1,540.00
Additional Hardware	Renusol Solar	Splice connectors, grounding lugs, stainless connection splices, locking stainless bolt hardware, solar labeling, 3" Galvanized pipe, 3 " tees, couplings, base plates for mounting piles, concrete end caps.	1	1,815.00	\$1,815.00
Battery	PCC 230 AGM Battery 2.8kW 5 Year warranty	Batteries (12) Bus bars included	12	650.00	\$7,800.00
Battery	36" Jumpers and 14" Jumpers	Electrical components required for six over six battery installation	1	233.20	\$233.20
Wiring Package	Wiring package 12 batteries 2/0 awg 72" cables	Wiring Harness	1	44.00	\$44.00
Electrical Labor	Installation by Certified Master Electrician	Installation of electrical components, disconnects, permitting, all connections for system.	1	3,850.00	\$3,850.00
Solar Labor	28 Modules	Connect and install on 3 " Pipe rack facing due south at 33 degree pitch. Cement in each post, Center each rack as per a plan. Find a clear level location for the array and get permission from the owner.	28	242.00	\$6,776.00

CONTRACT FOR SALE ¹ OF REAL PROPERTY

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

Exhibit 8(a) continued

Travel	Several Round Trips	Crew Travel back and forth no hotels. Multiple trips.	1	495.00	\$495.00
Construction Debris Removal	Removal and Disposal from site each day	We will not leave any trash on the site on any day.	1	550.00	\$550.00
S + Handling	Ship and Handle	Delivery Charge	1	1,540.00	\$1,540.00
Project Management	Project Management	Management Fees to run project and have project manager present at all times.	1	1,100.00	\$1,100.00
Profit	Profit		1	1,650.00	\$1,650.00
Permitting	Permitting not required	Permitting not required	1	1.00	\$1.00

Total Price: \$40,114.20

On or in the building and the above referenced address, The company agrees to furnish and install the following materials and guarantees that all work is performed in a professional manner and in accordance with standard practices and will not use any substandard materials including factory rejects or factory seconds. Client is entitled to all applicable manufacturers warranties as well as a 1-year labor warranty on installation and construction services. No other warranties expressed or implied is given or made including any implied warranty or merchantability or fitness for a particular purpose.

(Three-day cancelation period: customer may cancel this transaction any time prior to midnight of the third business day after the date of this contract.)

Signature: _____

Print Name: _____

Date: _____

Exhibit 8(b)

**UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT
RURAL BUSINESS-COOPERATIVE SERVICE FINANCIAL ASSISTANCE AGREEMENT**

This Agreement, which includes Attachments A and B, for the Project and Amount described below (the "Project Description") and for the Program identified below, is between the Recipient (you) and the United States of America acting through the Rural Business-Cooperative Service (RBS or we).

Type of Award (mark one):

Program and CFDA Number (mark one):

- Cooperative Agreement
 Grant

- Rural Energy for America Program (REAP) – 10.868
 Rural Economic Development Grant (REDG) – 10.854
 Rural Business Development Grant (RBDG) – 10.351
 Rural Microenterprise Assistance Program (RMAP) – 10.870
 Agricultural Marketing Resource Center – 10.352
 Appropriate Technology Transfer for Rural Areas – 10.782
 Delta Health Care Services (DHCS) – 10.874
 Federal-State Research on Cooperatives – 10.350
 Rural Cooperative Development Grant (RCDG) – 10.771
 Rural Development Cooperative Agreement (No CFDA)
 Socially-Disadvantaged Groups Grant (SDGG) – 10.871
 Value Added Producer Grant (VAPG) – 10.352
 Other

I. GENERAL AWARD INFORMATION

1. Recipient Name & Address: Pioneer Farms, Inc. 625 Brisbane Manor Johns Creek GA 30022	2. DUNS Number: 116984216	3. SAM CAGE Code: 891E8
5. Federal Award Identification Number (FAIN): RO108895 60548	4. Case Number: 10-060-582016063	
7. Performance Start Date: 05/09/2019	6. Award Date: 05/14/2019	
9. Amount of Federal Funds Obligated for this Action, and Total Amount of Federal Funds Obligated: \$ 13,725.00	8. Performance End Date: 01/31/2025	
11. Total Project Cost (Budget Approved Amount): \$ 54,900.00	10. Amount of Matching/Other Funds (if applicable): \$ 41,175.00	
13. Indirect Cost Rate (if applicable):	12. Award as Percentage of Total Project Cost: 25.00%	
15. Recipient Contact (Name, Title, Contact Info): Keith A. O'Daniel President (770) 315-6644 keithodaniel@gmail.com	14. Does this award involve Research & Development? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	16. Agency Contact (Name, Title, Contact Info): Joseph J Anderson Business & Cooperatives Specialist (706) 552-2560 joseph.anderson@usda.gov	

II. RESPONSIBILITIES

A. Recipient. The Recipient shall remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement including 2 CFR parts 200, 400, 415, 416, 417, 418, 421, and 422. The most commonly-referenced provisions are identified below.

1. Financial and Program Management. You must follow the financial and performance management requirements in 2 CFR §§ 200.300-.309.

a. **Financial Management.** You must maintain a financial management system in compliance with 2 CFR § 200.302.

b. **Internal Controls.** You must maintain internal controls in compliance with 2 CFR § 200.303.

c. **Payments.** You must comply with the payment requirements described in 2 CFR § 200.305. Payment must be requested by using the SF-270, "Request for Advance or Reimbursement" or SF-271, "Request for Reimbursement for Construction Programs" (as applicable). Receipts, hourly wage rate, personnel payroll records, or other documentation must be provided upon request from RBS if the request is for an advance; otherwise, the documentation must be provided at the time of the request. Requests for payment must be sent to the Agency contact listed in Section I.16.

d. **Revisions of the Work Plan and Budget.** You must complete all elements of the Work Plan in Attachment B in accordance with that Attachment and must use project funds only for the purposes and activities specified in Attachment B - Approved Work Plan and Budget. The Recipient must further complete the outcomes shown for each Work Plan items within the time and scope constraints shown in Attachment B. You must report any changes and request prior approvals in accordance with 2 CFR § 200.308.

e. **Period of Performance.** You may only incur costs chargeable to the award in accordance with 2 CFR § 200.309.

f. **Bonding.** You must maintain your fidelity bond coverage in the amount of N/A for the Period of Performance of the award. (See 2 CFR § 200.304.)

g. **Program Income.** You must comply with the requirements of 2 CFR § 200.307. Additionally, if program income is earned during the period of performance, you may use it in accordance with 2 CFR § 200.307(e)(2), provided that you inform us in writing of your intent prior to the award date. However, if you earn program income in excess of what can be used under 2 CFR § 200.307(e)(2) or if you earn unanticipated program income, you must comply with 2 CFR § 200.307(e)(1). Costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award.

2. **Procurement and Property Standards.** You must follow the procurement standards requirements in 2 CFR §§ 200.310-.326.
3. **Performance and Financial Monitoring and Reporting.** You must follow the requirements in 2 CFR Part 170, including Appendix A, and 2 CFR §§ 200.327-.329, and submit reports as outlined below. Unless otherwise directed in the addendum to this Agreement, the reports are due as indicated below.
 - a. **Form SF-425, "Financial Status Report."** Reports are due 30 calendar days after the reporting period ends. A final report is due within 90 days after the Performance End Date specified in Section I.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):
 - Semi-Annually: January 1 – June 30 and July 1 – December 31
 - Semi-Annually: April 1 – September 30 and October 1 – March 31
 - Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31
 - b. **Performance Reports.** Reports are due 30 calendar days after the reporting period ends. A final report is due within 90 days after the Performance End Date specified in Section I.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):
 - Semi-Annually: January 1 – June 30 and July 1 – December 31
 - Semi-Annually: April 1 – September 30 and October 1 – March 31
 - Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31
4. **Subrecipient Monitoring and Management.** You must monitor and manage any subrecipients in accordance with 2 CFR §§ 200.330-.332.
5. **Record Retention and Access.** You must retain records related to this work performed under this Agreement and allow access to them in accordance with 2 CFR §§ 200.333-.337.
6. **Closeout.** You must comply with the closeout requirements in 2 CFR § 200.343.
7. **Post-Closeout Adjustments and Continuing Responsibilities.** You must continue to comply with the requirements in 2 CFR § 200.344 even after the Period of Performance for this Agreement has ended.

8. **Cost Principles.** You must comply with the provisions in 2 CFR Part 200, most of which are contained in Subpart E.
 9. **Audits.** You must comply with the provisions in 2 CFR Part 200, Subpart F.
 10. **Civil Rights Compliance.** Unless otherwise provided in the addendum, you must comply with Executive Order 12898, Executive Order 13166- Limited English Proficient, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973 as applicable. Your compliance, shall include collection and maintenance of data on race, sex, and national origin of your membership, ownership, and employees. These data must be available to us for Civil Rights Compliance Reviews. Unless otherwise provided in Attachment A, you must submit to a post-award compliance review conducted after the final disbursement of grant funds have occurred.
 11. **Universal Identifier and Central Contractor Registration.** You must comply with 2 CFR Part 25, including Appendix A. Note that the Central Contractor Registration is now available through the System for Award Management at www.sam.gov.
 12. **Special Conditions.** You must comply with any special conditions identified in Attachment A – Program Addendum.
- B. Rural Business-Cooperative Service (RBS).** RBS shall remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement. The most commonly-referenced provisions are identified below.
1. **Payments.** We will advance or reimburse funds up to the Award Amount identified in Section I.9 upon the Recipient's proper request according to Section II.A.1.c.
 2. **Monitoring and Enforcement.** We will monitor the project to ensure that you are in compliance with the terms of the award. If we find that you are not in compliance, we will enforce the terms of this Agreement using the provisions of 2 CFR §§ 200.338-.342.
- C. Both Parties.** The Recipient and RBS agree to the following:
1. **Invalid Clauses.** The invalidity of any one or more phrases, clauses, sentences, paragraphs, or provisions of this Agreement shall not affect the remaining portions of the Agreement.
 2. **Conflict between this Agreement and Other Applicable Regulations or Laws.** If there is a conflict between this Agreement and the applicable Program Regulation, the applicable Program Regulation shall prevail. If there is a conflict

between this Agreement and another law or regulation, RBS shall seek a legal opinion to determine which provision applies.

3. **Dates.** When the date fixed for the performance of an act under this Agreement is on a weekend or Federal holiday, then the performance by the close of business on the next Federal work day shall have the same force and effect as if made performed or exercised on the specified date.

The signatories below certify that they have authority to enter into this Agreement.

Approved by an Authorized Representative of the Recipient:

Keith A. O'Daniel

Name (Please Print)

President

Title (Please Print)

Keith A. O'Daniel

Signature

05/09/2019

Date

Approved by the United States of America, Rural Business-Cooperative Service by:

Name (Please Print)

Title (Please Print)

Signature

Date

Attachment A – Program Addendum
Attachment B – Approved Work Plan and Budget

Attachment A – Program Addendum

PROGRAM NAME: Rural Energy for America Program

Type of Grant (mark one):

- Renewable Energy System (RES)
- Energy Efficiency Improvement (EEI)
- Energy Audit
- Renewable Energy Development Assistance

AUTHORITY: 7 U.S.C. 8107

APPLICABLE PROGRAM REGULATIONS: 7 CFR part 4280, subpart B

APPLICABLE FEDERAL REGISTER NOTICE: [INSERT REFERENCE]

The grantee certifies that it is in compliance with and will continue to comply with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those contained in 7 CFR part 4280 and 2 CFR part 200 in effect on the date of grant approval and the approved Letter of Conditions and the Notice of Solicitation of Applications published in the Federal Register August 14, 2018 apply to the project and disbursement of any grant funds.

ADDITIONAL PROGRAMMATIC AWARD PROVISIONS:

RBS and the Recipient agree to the following additional provisions:

Section II, Paragraph A.I.a. is retained and the following language is added:

Accounting records shall be in accordance with generally accepted accounting principles (GAAP) and contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, income, and interest. Accounting principles that are generally required by commercial agricultural lenders may be used in lieu of GAAP for Recipients that are agriculture producers.

Section II, Paragraph A.I.c. is retained and the following language is added:

For Renewable Energy System and Energy Efficiency Improvements grants with total project costs of \$200,000 and greater, grant funds will be disbursed in accordance with the appropriate construction and inspection requirements in 7 CFR 4280.117(f) and 7 CFR 4280.123(h)(5), as applicable. Unless required by third parties providing cost sharing payments on a pro-rata basis with other matching funds, grant funds will be disbursed after all other matching funds have been expended.

For Renewable Energy System and Energy Efficiency Improvements grants with total project costs of less than \$200,000, grant funds will be disbursed in accordance with the appropriate construction and inspection requirements in 7 CFR 4280.118(c) and (d), or 7 CFR 4280.119(c) and (d), as applicable.

Section II, Paragraph A.2. is retained and the following language is added:

In addition, you must list any real property and equipment purchases made with project funds in the tables below. Finally, you must provide status reports on any real property in which we retain an interest, in accordance with 2 CFR § 200.329.

Real property acquired or improved with Award Funds. (Provide the legal description and/or address of where the real property or other property described in block below is located. Use continuation sheets as necessary.)		
N/A		
Other property (e.g. equipment) acquired with Award Funds. (Describe each item, estimated useful life, and the value of equipment. Use continuation sheets as necessary.)		
Item	Estimated Useful Life	Value
Design & Installation (Soft Costs)		\$ 14,000.00
Total Federal Assistance Funds Used		\$ 13,725.00

Should actual project costs for the grant be lower than projected in Block 11, in part I, General Award Information, the final amount of the grant will be adjusted to remain at the percentage identified in Block 12 of the final Total Project Costs. Block 12 does not apply to Energy Audit and Renewable Energy Development Assistance grants. However, the recipient of an energy audit under the Energy Audit grant must pay at least 25 percent of the cost of the energy audit, which shall be retained by the Recipient for the cost of the audit. This must be documented in the required semiannual reports.

For Renewable Energy System grants and Energy Efficiency Improvement grants. The proposed renewable energy system or energy efficiency improvements shall be constructed and/or installed in accordance with any energy audit or energy assessment recommendations, engineering recommendations, technical reports, or other applicable information provided by the Recipient and approved by RBS. The Recipient will own, operate, and provide for continued maintenance on the Project.

Section II, Paragraph A.3.c. is added with the following language:

c. Renewable Energy System and Energy Efficiency Improvement Grants. The Recipient will provide a detailed project funding and expense summary and a summary of the project's installation/construction process, including recommendations for development of similar projects by future applicants to the program.

The Recipient will provide outcome project performance reports as follows:

1. Renewable Energy System Report. Three total annual reports are due for renewable energy systems. The first report is due at completion of the first full calendar year following the year in which the project was completed. The remaining reports are required on subsequent calendar years. The report will provide the following details:
 - i. Type of technology;
 - ii. The actual annual amount of energy generated in British Thermal Units, kilowatt-hours, or similar energy equivalents;
 - iii. Annual income for systems that are selling energy, if applicable, and/or energy savings of the renewable energy system;
 - iv. A summary of the cost of operations and maintenance;
 - v. A description of any associated major maintenance or operational problems;
 - vi. Recommendations for development of future similar projects; and
 - vii. Actual number of jobs, if any, created or saved as a direct result of the renewable energy system project for which Rural Energy for America Program funding was used.
2. Energy Efficiency Improvement Report. Two total annual reports are due for energy efficiency improvement projects. The first report is due at completion of the first full calendar year following the year in which the project was completed. The remaining reports are required on subsequent calendar years. The report will provide the following details, including calculations and any assumptions:
 - i. The actual amount of energy saved annually as determined by the difference between:
 - (A) The annual amount of energy used by the project with the project in place; and
 - (B) The annual average amount of energy used in the period prior to application submittal as reported in the Energy Assessment or Energy Audit submitted with the application; and

- ii. Actual number of jobs, if any, created or saved as a direct result of the energy efficiency improvement project for which Rural Energy for America Program funding was used.
- 3. Energy Audit and Renewable Energy Development Assistance Recipients will provide the following:
 - i. Semiannual project performance reports with the following information:
 - (A) Discuss the number of Energy Audits performed, number of recipients assisted and the type of assistance provided for renewable energy development assistance in the comparison of actual accomplishments to the objectives established for that period.
 - (B) Include a list of recipients, each recipient's location, and each recipient's North American Industry Classification System code.
 - (C) Objectives and timetable established for the next reporting period.
 - ii. Final project performance report that includes the following:
 - (A) Energy Audit Report. This will be a comprehensive project performance report describing:
 - (1) The number of audits conducted.
 - (2) A list of recipients with each recipient's North American Industry Classification System code.
 - (3) The location of each recipient.
 - (4) The cost of each audit and documentation showing that the recipient of the energy audit provided 25 percent of the cost of the audit.
 - (5) The expected energy saved for each audit conducted.
 - (B) Renewable Energy Development Assistance Report. This will be a comprehensive project performance report describing:

- (1) The number of recipients assisted and the type of assistance provided.
- (2) A list of recipients with each recipient's North American Industry Classification System code.
- (3) The location of each recipient.
- (4) The expected renewable energy that would be generated if the projects were implemented.

iii. Outcome project performance reports as follows:

- (A) One year after submittal of the final performance report, provide a final status report as follows:
 - (1) The Recipient will provide RBS a status report identifying the number of energy audit projects that proceeded with one or all of the Recipient's recommendations from the finding in the energy audit as well as the amount of energy saved for each project.
 - (2) The Recipient will provide the RBS a status report identifying the number of renewable energy projects that proceeded with one or all of the Recipient's recommendations from technical assistance provided or from findings on the renewable energy site assessment as well as the amount of renewable energy generated for each project, as applicable.

Section II.A.10. is retained and the following language is added:

Renewable Energy System and Energy Efficiency Improvement grants are a "conducted program." Recipients will **not** be required to provide data for a Civil Rights Compliance Review.

Section II, Paragraph A.12 is retained with the following language added:

The following Special Conditions apply to your award:

[INSERT SPECIAL CONDITIONS OR N/A]

N/A

Section II, Paragraph A.13. is added with the following language:

Cost Sharing. You must comply with the requirements of 2 CFR § 200.306. Additionally, matching funds, if required by us or voluntarily provided by you, must be available at the same time award funds are expected to be spent and expenditures of matching funds will be pro-rated or spent in advance of award funds.

Section II.B.1. is retained and the following language is added:

Grant funds not expended within 2 years from the date this Agreement is executed will be cancelled by RBS. Prior to the actual cancellation, RBS will notify the Recipient, in writing, of the intent to cancel the remaining grant funds.

Attachment B – Approved Work Plan and Budget. (The work plan must have time, scope, and outcome entries for each task.)

Project Description:

This Rural Development investment will be used for the purchase and installation of a 5.9 kW solar array on property belonging to Pioneer Farms, Inc. This project will generate 8914 kWh per year, which is enough electricity to power one home. This project will produce electric to operate a rural workshop used for the maintenance of wood chipping equipment, in an area where it is cost-prohibitive to run electric. The project will also include a battery storage system. The purpose of this funding program is to assist farmers, ranchers, and rural small businesses in developing renewable energy systems, and in making energy-efficiency improvements to their operations.

Project Location:

Rural Jones County, GA

JASPER