



13035 US Hwy 319 N, Suite G, Thomasville, Georgia 31757

CONTRACT FOR SALE OF REAL PROPERTY

State of Georgia, County of Decatur
State of Florida, County of Gadsden

Property Address: Hutchinson Ferry and Hannatown Rd.
Bainbridge, Georgia

The undersigned Purchaser, _____, agrees to buy, and the undersigned Seller, agrees to sell with Wiregrass 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, July 11, 2025.

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 Wiregrass Auction Group, Inc., receipt of which is hereby acknowledged, **\$10,000.00 per parcel in 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.

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

The Purchaser shall have 10 days after acceptance of this Contract to examine title of Property and in which to furnish Seller with a written statement of objections affecting the marketability of said title. The title herein required to be furnished by the Seller shall be good and marketable, and that marketability shall be determined in accordance with Applicable Law, as supplemented by the Title Standards of the State Bar of Association of the state in which the Property is located. Any defect in the title which does not impair marketability pursuant to said Title Standards, shall not constitute a valid objection on the part of the Purchaser; provided that the Seller furnishes any affidavits or other documents, if any, required by the applicable Title Standard to cure such defect. In the event curative work in connection with the title is required, Purchaser and Seller agree to and do extend time for closing to a date no more than fifteen (15) days following completion of necessary curative work but in no event shall such extension exceed 120 days from original closing deadline. If title is not marketable at expiration of said period, Purchaser shall have the option of (1) Accepting the title as is, or (2) Demanding a refund of the deposit and this Contract shall be null and void.

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

Purchaser's earnest money deposit shall not be deposited in Broker's escrow account until such time as this Contract is accepted by all parties.

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

Neither Seller nor Broker make, nor have made, any warranties or representations to Purchaser with respect to (i) the existence or nonexistence of any pollutants, contaminants or hazardous waste upon the Property prohibited by federal, state or local law or (ii) the existence or nonexistence of any claims based thereon arising out of the actual or threatened discharge, release, disposal, seepage, migration or escape of such substances at, from, under, onto, or into the Property. Purchaser shall rely upon Purchaser's own environmental audit or examination of the Property, to determine such issues and acknowledges that no representations and warranties have been made by Seller or Broker with regard to such matters. PURCHASER WAIVES AND RELEASES SELLER FROM AND AGREES TO ASSUME ANY PRESENT OR FUTURE CLAIMS ARISING FROM OR RELATING TO THE PRESENCE OR ALLEGED PRESENCE OF HARMFUL OR TOXIC SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY INCLUDING, WITHOUT LIMITATION, ANY CLAIMS UNDER OR ON ACCOUNT OF (I) THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS THE SAME MAY HAVE BEEN OR MAY BE AMENDED FROM TIME TO TIME, AND SIMILAR STATE STATUTES, AND ANY REGULATIONS PROMULGATED THEREUNDER, (II) ANY OTHER FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION, NOW OR HEREAFTER IN EFFECT, THAT DEALS WITH OR OTHERWISE IN ANY MANNER RELATES TO, ENVIRONMENTAL MATTERS OF ANY KIND, OR (III) THIS CONTRACT OR THE COMMON LAW. THE TERMS AND PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING HEREUNDER.

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

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

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

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

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

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

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

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

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

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

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

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[Signatures on the Following Page]

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

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:

Wiregrass Auction Group, Inc. [GA R.E. Lic. #75323][FL R.E. Lic. # CQ1051810]

AUCTIONEER/BROKER:

Wiregrass Auction Group, Inc.

A Georgia Corporation

By: _____ (SEAL)

Mark L Manley

Broker / President

GA R.E. Lic. #161582

FL R.E. Lic. #BK3416356

13035 US Hwy 319 N., Suite G

Thomasville, Georgia 31757

(229) 890-2437 Office

(229) 891-1377 Cell

Mark@BidWiregrass.com

CONTRACT FOR SALE OF REAL PROPERTY

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

Exhibit "A"

Legal Description

Decatur County Tax Parcel Number: 00370040A00

Property Address: Hutchinson Ferry and Hannatown RD, Bainbridge, Georgia

That portion of The Downs (State Line) Farm, being 33.80 acres, more or less (or 34.02 acres on the tax rolls), in the County of Decatur, State of Georgia: Decatur County, Georgia, Parcel Number 0037-040-A00, being all of that certain tract or parcel of land lying, situate, and being in Lot of Land No. 441 in the 21st Land District of Decatur County, Georgia; containing 34.55 acres, and being more particularly described as beginning at the intersection of the center line of the Mt. Pleasant-Faceville Road with the center line of Georgia State Road No. 379-A, and from said point of beginning running thence South 31 degrees 20 minutes East along the center line of said Georgia State Road No. 379-A a distance of 321.7 feet to the center line of Georgia State Road S-379 thence South 43 degrees 09 minutes West along the center line of said Georgia State Road S-379 a distance of 326.5 feet to the Florida State Line according to the ORR-Whitner survey of said line, thence South 87 degrees 29 minutes East along said Florida State Line according to said survey of said line a distance of 1451.41 feet, thence North 01 degrees 30 minutes East 1056.7 feet, thence South 86 degrees 56 minutes East 105 feet, thence North 01 degrees 30 minutes East 126 feet, thence North 88 degrees 30 minutes West 1339.04 feet to the center line of the Mt. Pleasant-Faceville Road, thence South 16 degrees 42 minutes West along the center line of said Mt. Pleasant-Faceville Road a distance of 662.65 feet to the center line of Georgia State Road No. 379-A and the point of beginning.

Being more particularly described by recent survey as follows:

All that certain Lot, tract or parcel of land situate, lying and being in Land Lot 441 of the 21st Land District of Decatur County, Georgia, containing 33.8 acres and 0.5 acres for a total of 34.3 acres of land, as shown on that certain Map or Plat of Survey prepared by R.G. Matthews, Surveyor, (No. 2217) dated July 5, 2022, and recorded on July 11, 2022 in Plat Book C125, Page 36, in the Office of the Clerk of the Superior Court of Decatur County, Georgia, which Plat is incorporated herein and made a part hereto by specific reference for a more detailed and accurate description hereof.

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

Gadsden County Tax Parcel Number: FL:1-32-4N-4W-0000-00322-0300

Property Address: Hutchinson Ferry and Hannatown RD, Bainbridge, Georgia

Parcel 1:

A parcel of land lying in the West one half of the Southwest one quarter of Fractional Section 32, Township 4 North, Range 4 West, Gadsden County, Florida, more particularly described by metes and bounds as follows: BEGIN at an axle (found) marking the Southwest corner of said Fractional Section 32 and run Thence North 00 degrees 22 minutes 47 seconds West along the Western boundary of said Fractional Section 32 a distance of 2640.12 feet to a re-bar (LS3031) on the Northern boundary of said Fractional Section 32; Thence South 86 degrees 49 minutes 49 seconds East along said Northern boundary a distance of 494.50 feet to a re-bar (LS3031) on the Westerly right of way boundary of Hutchinson Ferry Road (County Road No. 379-A – 70 foot right of way); Thence South 31 degrees 39 minutes 43 seconds East along said Westerly right of way boundary a distance of 1473.65 feet to a concrete monument (LS3031) marking the most Northern corner of a 1.38 acre tract of land as described in Official Record Book 409, page 965-967 of the Public Records of said county; Thence South 57 degrees 11 minutes 57 seconds West 204.37 feet to a concrete monument (LS3031) marking the most Western corner of said 1.38 acre tract of land; Thence South 29 degrees 49 minutes 21 seconds East 469.91 feet to a concrete monument (LS3031) marking the most Southern corner of said 1.38 acre tract of land, also point lying on the Eastern boundary of said West one half of the Southwest one quarter; Thence South 00 degrees 34 minutes 37 seconds East 827.38 feet to a concrete monument (4 inch by 4 inch – no ID) marking the Southeast corner of said West one half of the Southwest one quarter; Thence South 89 degrees 27 minutes 05 seconds West 1320.00 feet to the Point of Beginning; A Southern portion of the above described parcel of land being SUBJECT TO the maintained right of way limits of a county graded roadway known as Lewis Lane.

Parcel 2:

A parcel of land lying in Georgia – Florida Lots 441 and 444, Township 4 North, Range 4 West, Gadsden County, Florida, more particularly described by metes and bounds as follows: Commence at an axle (found) marking the Southwest corner of Fractional Section 32, Township 4 North, Range 4 West of said county and run Thence North 00 degrees 22 minutes 47 seconds West 2640.12 feet to a re-bar (LS3031) on the Southern boundary of said Georgia – Florida Lot 444; Thence South 86 degrees 49 minutes 49 seconds East along said Southern boundary a distance of 579.78 feet to a re-bar (5/8 inch – no ID) on the Easterly right of way boundary of Hutchinson Ferry Road (County Road No. 379-A – 70 foot right of way) for the POINT OF BEGINNING; From said POINT OF BEGINNING thence continue South 86 degrees 49 minutes 49 seconds East 661.18 feet to a re-bar (LS3031); Thence North 01 degree 04 minutes 51 seconds East 562.93 feet to a re-bar (5/8 inch – no ID) on the Florida – Georgia State Line; Thence North 87 degrees 29 minutes 00 seconds West along said State Line a distance of 1024.02 feet to a re-bar (LS3031) on said Easterly right of way boundary; Thence South 31 degrees 39 minutes 34 seconds East along said Easterly right of way boundary a distance of 671.10 feet to the POINT OF BEGINNING.

Parcel 3:

A parcel of land lying in Georgia–Florida Lots 441 and 444, Township 4 North, Range 4 West, Gadsden County, Florida, more particularly described by metes and bounds as follows: Commence at an axle (found) marking the Southwest corner of Fractional Section 32, Township 4 North, Range 4 West of said county and run; Thence North 00 degrees 22 minutes 47 seconds West 2640.12 feet to a re-bar (LS3031) on the Southern boundary of said Georgia – Florida Lot 444 for the POINT OF BEGINNING; From said POINT OF BEGINNING thence South 86 degrees 49 minutes 49 seconds East along said Southern boundary a distance of 494.50 feet to a re-bar (LS3031) on the Westerly right of way boundary of Hutchinson Ferry Road (County Road No. 379-A – 70 foot right of way); Thence North 31 degrees 39 minutes 34 seconds West along said Westerly right of way boundary a distance of 669.93 feet to a re-bar (LS3031) on the Florida – Georgia State Line; Thence North 87 degrees 29 minutes 00 seconds West along said State Line a distance of 276.96 feet to a re-bar (LS3031) on the Easterly right of way boundary of Mt. Pleasant Road (County Road No. 379 – 100 foot right of way); Thence South 42 degrees 15 minutes 19 seconds West along said Easterly right of way boundary a distance of 162.93 feet to a D.O.T. monument marking a point of curve to the right; Thence Southwesterly along said Easterly right of way boundary and said curve with a radius of 11,509.16 feet through a central angle of 02 degrees 13 minutes 59 seconds for an arc distance of 448.56 feet (the chord of said arc being South 43 degrees 22 minutes 18 seconds West 448.53 feet) to a re-bar (LS3031) on the Western boundary of said Georgia – Florida Lot 444; Thence South 00 degrees 20 minutes 22 seconds East 77.86 feet to a re-bar (LS3031) marking the Southwest corner of said Georgia – Florida Lot 444; Thence South 86 degrees 49 minutes 49 seconds East 552.55 feet to the POINT OF BEGINNING.

CONTRACT FOR SALE OF REAL PROPERTY

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Exhibit "B"

Special Stipulations

1. This sale will be closed by Bruce W. Kirbo, Jr. of Kirbo & Heckman, Attorneys at Law, LLC, located at 206 W. Water Street, Bainbridge, Georgia 39817, (229)246-3900, bkirbo@kirbolawyers.com. The closing attorney will charge the purchaser a closing fee of \$475.00 per cash transaction and \$475.00 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 the purchaser's earnest money deposits.
2. In the event the property is sold divided, a survey will be conducted at the purchaser's expense.
3. 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.
4. This sale and conveyance are expressly subject to all covenants, conditions, restrictions, reservations, rights-of-way of record, and easements for roads, power line, telephone lines or similar utilities, if any, affecting the property. Additionally, this sale and conveyance are subject to any cemetery or cemeteries that may now exist on the property. The Buyer further acknowledges that they shall take title to the property subject to these covenants, conditions, restrictions, reservations, easements, and rights-of-way, and agrees to comply with and abide by all terms and conditions set forth therein. The Seller makes no representations or warranties regarding the existence or impact of any such covenants and restrictions, and the Buyer assumes all responsibility for conducting due diligence with respect to these matters.
5. The 2025 Ad Valorem taxes will be prorated between the seller and purchaser as of the date of closing.
6. The property is being sold as-is, where-is.
7. This contract excludes all personal property except the irrigation equipment located on the property.
8. This property is being conveyed by Limited Warranty Deed.

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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 Hutchinson Ferry and Hannatown Road, Bainbridge, Georgia, with an Offer Date of June 10, 2025.

BROKERAGE AND AGENCY

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

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

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

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

Listing Broker: {Select A or B below. The section not marked shall not be part of this Exhibit}

- X A. SELLER AGENCY: Listing Broker has entered into a client relationship with Seller.
___ B. DUAL AGENCY: Listing Broker has entered into a client relationship with Purchaser and Seller.

Selling Broker: {Select A, B, C, D, or E below. The section not marked shall not be a part of this Exhibit}

- ___ A. PURCHASER AGENCY: Selling Broker has entered into a client relationship with Purchaser
___ B. DUAL AGENCY: Selling Broker has entered into a client relationship with Purchaser and Seller.

X C. SELLER AGENCY: Selling Broker has entered into a client relationship with Seller.
___ D. TRANSACTION BROKERAGE: Selling Broker has not entered into a client relationship with Purchaser or Seller.
___ E. SELLER SUBAGENCY: Listing Broker has entered into a client relationship with Seller and has appointed Selling Broker as its subagent.

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

Dual Agency Disclosure

Seller and Purchaser are aware of Broker's dual agency role and have determined that the benefits of Broker's role outweigh the detriments. Seller and purchaser have been advised (1) that in this transaction the Broker has acted as a dual agent, (2) that the Broker represents two clients whose interests may be different or adverse, (3) that as a dual agent, Broker may not disclose information made confidential by request of either client unless it is allowed or required to be disclosed and (4) that the clients do not have to consent to dual agency. The clients referenced above have voluntarily consented to dual agency and have read and understood their brokerage engagement agreements. The Broker and/or affiliated licensees have no material relationship with either client except as follows: _____

_____. A material relationship means one actually known of a personal, familial or business nature between the Broker and affiliated licensees and a client which would impair their ability to exercise fair judgment relative to another client.

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

Transaction Brokerage Disclosure

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

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

Purchaser's Initials: _____ / _____

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

Seller's Initials: _____ / _____

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