



**WEEKS AUCTION GROUP, INC
2186 SYLVESTER HWY, SUITE 1
MOULTRIE, GEORGIA 31768**

CONTRACT FOR SALE OF REAL PROPERTY

State of Georgia
County of Thomas

Property Address: 3042 Summerhill Road, Thomasville, Georgia
Tract No: _____

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, September 25, 2018.

The purchase price of said Property shall be _____ and ____/100 dollars (\$_____) and is inclusive of a 10% "Buyer's Premium" (the "Purchase Price"). The Purchase Price shall be payable to the Seller all 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, \$_____ certified funds as earnest money to be applied towards the purchase price when the sale is consummated. As procuring cause of this Contract, Broker has rendered a valuable service for which reason Broker is made a party of this Contract to enable Broker to enforce Broker's commission rights hereunder against the parties hereto on the following basis: Seller agrees to pay Broker the full commission as provided in the auction listing contract when the sale is consummated. In the event the sale is not consummated because of Seller's inability, failure, or refusal to perform any of the Seller's covenants herein, then the Seller shall pay the full commission to Broker, and Broker, at the option of the Purchaser, shall return the earnest money to Purchaser. Purchaser agrees that if Purchaser fails or refuses to perform any of the Purchaser's covenants herein, Purchaser shall forthwith pay Broker the full commission; provided that Broker may first apply one-half of the earnest money toward payment of, but not to exceed, the full commission. The Seller may elect to accept the balance of the earnest money deposit as liquidated damages and full settlement of any claim for damages or the Seller may seek to enforce specific performance rights and obligations against the Purchaser under the terms of this Contract. In the event Purchaser fails to make deposit or deposits are not collectible, Purchaser shall be considered to have breached this agreement and Seller shall have the right to re-offer the Property for sale to others and to demand liquidated damages equal to the amount of the deposit or Seller may demand specific performance. The Purchaser, in either event, shall be liable for Broker's commission, attorney's fees and costs. Prior to disbursing earnest money pursuant to this Agreement, Broker shall give all parties fifteen (15) days written notice by certified mail (to each party's last known address), stating to whom the disbursement(s) will be made. Any party may object in writing to the disbursement, provided the objection is received by Broker prior to the end of the fifteen (15) day notice period. All objections not raised in a timely manner shall be waived. In the event a timely objection is made, Broker shall consider the objection and may do any or a combination of the following: (1) disburse the earnest money as indicated in the notice and so notify all parties; or (2) interplead the earnest money into a court of competent jurisdiction; or (3) hold the earnest money for a reasonable period of time to give the parties an opportunity to resolve the dispute. Broker shall be entitled to be reimbursed from any funds interpleaded for its costs and expenses, including reasonable attorneys' fees incurred in connection with the interpleaded action. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Broker. No party shall seek damages from Broker or Escrow Deposit Holder (nor shall Broker be liable for the same) for any matter arising out of or related to the performance of Broker's duties under this earnest money paragraph, and the parties indemnify Broker and Escrow Deposit Holder accordingly.

Seller warrants that Seller presently owns fee simple title to said Property subject to the Permitted Encumbrances (as hereinafter defined). At Closing, Seller agrees to convey title to said property by General 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 the 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 the 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 the original closing deadline. If the title is not marketable at the 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 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 guarantees made by Seller or Broker in purchasing the Property. Further, all parties acknowledge and agree that the Property is being sold "AS IS" with any and all faults. The Seller shall have no obligation to make repairs or replacements noted in any inspection(s) made by or for Purchaser. Such repairs or replacements shall be the sole responsibility of Purchaser. The provisions of this paragraph shall survive closing

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

[Intentionally Left Blank]

[Signatures on the Following Page]

The foregoing offer is ACCEPTED by the Seller on _____

PURCHASER: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Purchaser Address

City, State, Zip

Home Phone No.: _____

Cell Phone No.: _____

Work Phone No.: _____

Fax Phone No.: _____

E-mail Address: _____

SELLER: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Seller Address

City, State, Zip

Home Phone No.: _____

Cell Phone No.: _____

Work Phone No.: _____

Fax Phone No.: _____

E-mail Address: _____

SELLER: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Seller Address

City, State, Zip

Home Phone No.: _____

Cell Phone No.: _____

Work Phone No.: _____

Fax Phone No.: _____

E-mail Address: _____

[Signatures on the Following Page]

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

By: _____

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

Date: _____

SAMPLE

Exhibit "A"

A tract of land lying and being situated in Land Lots 177 and 192 in the 13th Land District of Thomas 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:

tract 1

All that tract or parcel of land consisting of 171.48 acres, lying and being in Land Lot 192 of the 13th Land District of Thomas County, Georgia, as per plat prepared on February 24, 1993 by Robert P. Jolley, Jr., Georgia Registered Land Surveyor No. 1886, for Ronald C. McLean which plat has been recorded in Plat Cabinet 2, Folio 49-F, among the Deed Records of Thomas County, Georgia, more particularly described according to said plat as follows:

As a point of beginning, commence at an iron pin set at the intersection formed by the south margin of that certain 70 foot right-of-way known as Summerhill Road and the Land Lot line forming the east margin of Land Lot 192 in the 13th Land District of Thomas County, Georgia. From said POINT OF BEGINNING, run thence south 00 degrees 46 minutes 20 seconds east a distance of 2838.76 feet along an established fence line and the original Land Lot line to an iron pin found. Run thence south 89 degrees 07 minutes 20 seconds West a distance of 807.62 feet to an iron pin found. Run thence South 00 degrees 40 minutes 45 seconds East a distance of 1348.49 feet to an iron pin found on the south margin of Land Lot 192. Run thence south 89 degrees 056 minutes 09 seconds West along an existing fence line and the south margin of Land Lot 192 a distance of 2345.75 feet to an iron pin found on the original Land Lot line. Run thence North 00 degrees 53 minutes 50 seconds West a distance of 903.97 feet along an established fence line to an iron pin found on the south margin of a power line easement. Continue north 00 degrees 53 minutes 50 seconds West along said fence line a distance of 1194.63 feet to an iron pin found. Run thence North 89 degrees 04 minutes 09 seconds East a distance of 2286.38 feet along the southerly margins of the properties of Mitchell and Thigpen to an iron pin set. Run thence north 00 degrees 46 minutes 20 seconds West a distance of 2312.50 feet to an iron pin set on the south margin of the right-of-way of the aforesaid Summerhill Road. Run thence South 71 degrees 48 minutes 41 seconds East along the south margin of Summerhill Road a distance of 170.84 feet to a point. Run thence South 77 degrees 06 minutes 39 seconds East a distance of 185.44 feet to a point. Run thence South 75 degrees 47 minutes 26 seconds East a distance of 321.94 feet to a point. Run thence South 76 degrees 23 minutes 55 seconds East a distance of 221.79 feet to the iron pin set at the POINT OF BEGINNING.

This conveyance is made subject to a 100 foot power line easement running across the southwest corner of said property as more fully depicted upon the above-described plat of survey.

Exhibit "A"

Tract 2

All of those tracts or parcels of land comprising 117.01 acres lying in Land Lots 177 and 192 of the 13th Land District of Thomas County, Georgia, which 117.01 acres is shown as Tract 1 and Tract 2 on a plat of survey prepared for Charlie B. Wright Jr. by Robert P. Jolley, Jr., dated July 10, 1992, and more particularly described by metes and bounds as follows: To reach a point of beginning COMMENCE at the intersection of the centerline of the 80 foot right of way of Summerhill Road with the centerline of the right of way of Gatlin Creek Road and from said point run along the centerline of the right of way of Summerhill Road the following courses and distances: North 88 degrees 15 minutes 02 seconds east 540.29 feet to a point; thence north 88 degrees 47 minutes 28 seconds east 769.4 feet to a point; thence north 89 degrees 16 minutes 25 seconds east 357.14 feet to a point; thence north 89 degrees 43 minutes 56 seconds east 444.91 feet to a point; thence south 89 degrees 34 minutes 14 seconds east 260.42 feet to a point; thence south 89 degrees 33 minutes 41 seconds east 258.58 feet to a point; thence leaving the centerline of the right of way of Summerhill Road run south 2 degrees 06 minutes 50 seconds east a distance of 40.03 feet to a point located on the south margin of the 80 foot right of way of Summerhill Road; thence running along the south margin of the 80 foot right of way of Summerhill Road run south 89 degrees 39 minutes 48 seconds east a distance of 346.62 feet to a point; thence run north 89 degrees 51 minutes 01 seconds east a distance of 374.52 feet to the point and place of beginning located on the south margin of the 80 foot right of way of Summerhill Road; from the point of beginning run north 87 degrees 01 minutes 23 seconds east along the south margin of the right of way of Summerhill Road a distance of 252.43 feet to a point; thence run south 2 degrees 12 minutes 11 seconds east 801.6 feet to a point; thence run north 87 degrees 39 minutes 05 seconds east 394.23 feet to a point; thence run north 86 degrees 07 minutes 12 seconds east a distance of 638.52 feet to a point located on the land lot line separating Land Lot 177 and Land Lot 192; thence run north 2 degrees 10 minutes 41 seconds west along the original lot line separating said land lots a distance of 353.39 feet to a point; thence run north 88 degrees 04 minutes 55 seconds east a distance of 1521.65 feet to a point located in an existing fence line; thence run south 21 degrees 19 minutes 34 seconds east along said fence line a distance of 3280.59 feet to a point located on the southwest margin of a 100 foot wide Georgia Power Company easement; thence run north 53 degrees 42 minutes 29 seconds west a distance of 2485.08 feet to a point; thence run north 89 degrees 54 minutes 57 seconds east a distance of 413.24 feet to a point located on the original lot line separating Land Lot 177 and Land Lot 192; thence run north 2 degrees 06 minutes 50 seconds west along said original lot line a distance of 783.6 feet to a point; thence run north 89 degrees 54 minutes 57 seconds west a distance of 1286 feet to a point located on the northeast margin of said 100 foot wide Georgia Power Company easement; thence run north 2 degrees 06 minutes 50 seconds west a distance of 1348 feet to the point and place of beginning.

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Exhibit "A"

According to the plat of survey, the portion in Land Lot 177 comprises 21.78 acres and the portion in Land Lot 192 comprises 95.23 acres.

The above described property is conveyed subject to the restrictions applicable to the above described property as delineated in that warranty deed from Anna P. Searcy, et al. to Charlie B. Wright, Jr. dated July 13, 1992 and recorded in Deed Book 349, Pages 396-401 of the Deed Records of Thomas County, Georgia.

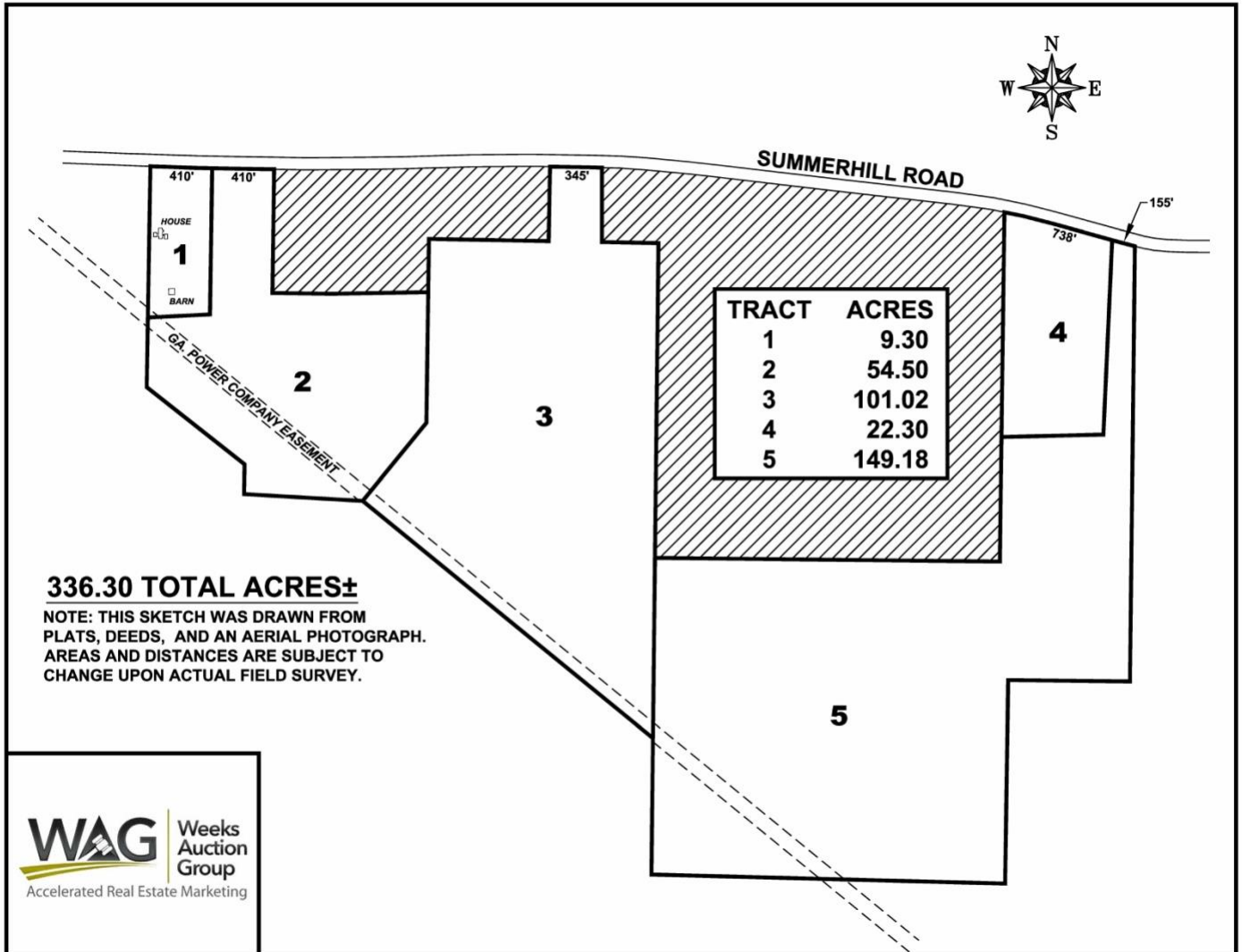
Tract 3 All that tract or parcel of land lying being and situate in Land Lot 192 of the 13th Land District of Thomas County, Georgia and being a portion of Parcel No. 5 as shown on that plat of survey prepared for Rufus B. Roberds by Frank E. Carlton, Georgia Registered Surveyor No. 1544 dated 9-15-87 and recorded in Plat Cabinet 1, Folio 156-D, and more particularly described as follows:

Commence at the northeast corner of Parcel No. 5 as shown on the plat of survey referenced herein (reference being made to said plat of survey for the purpose of incorporating herein the metes and bound of Parcel No. 5 as shown on the plat of survey) and from said point run south 01 degrees 30 minutes 34 seconds east a distance of 480.53 feet along the east line of Parcel No. 5 to a point; thence run south 89 degrees 35 minutes 30 seconds west on the south line of Parcel No. 5 a distance of 367.13 feet to a point; thence run north 01 degrees 36 minutes 00 seconds east a distance of 479.6 feet, more or less, to the north line of Parcel No. 5 as shown on said plat of survey which is also the south margin of the right of way of Summerhill Road; thence run north 89 degrees 28 minutes 15 seconds east along said south margin of right of way of Summerhill Road, which is also the north line of Parcel No. 5 a distance of 341 feet, more or less, to the point and place of beginning.

The above described property is the same property described in that deed from Rufus V. Roberds to Charlie B. Wright, Jr. dated August 7, 1992 and recorded in Deed Book 353, Pages 207-208 of the Deed Records of Thomas County, Georgia.



Exhibit "A2"



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Exhibit "B"

Special Stipulations

1. This sale will be closed by Whitehurst, Blackburn, & Warren Attorneys at Law, 809 south Broad Street, Thomasville, Georgia 31792, (229) 226-2161. The closing attorney will charge the purchaser a closing fee of \$1500.00 per cash transaction. This fee includes conducting the closing, collecting and disbursing the funds and preparing a closing statement. If the purchaser wants a title opinion or other services, the closing attorney will provide them for an additional fee. The seller will pay for the preparation of the Deed only. The purchaser will pay all other closing costs associated with this sale including but not limited to recording, transfer tax, financing expenses, intangible taxes, title fees, title insurance, appraisals and inspection reports. The purchaser will be responsible for any bank wire fees associated with the closing incurred by the receiving or sending of purchaser's earnest money deposits.
2. A boundary survey will be made by Craig Bargstadt of True Point Surveying, 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 36 cents per linear foot on all exterior lines and 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. In the event either party defaults under the terms of this Contract, the defaulting party will be responsible for the surveying expense.
3. The 2018 Ad Valorem taxes will be prorated between the seller and purchaser as of the date of closing.
4. This contract is subject to the lead based paint disclosure statement attached as Exhibit "D"
5. This contract excludes all personal property located on the property.
5. This property is being conveyed by General Warranty Deed.
6. Possession of the property will be granted at closing.
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. The water source for the house located at 3012 Summerhill Road is a well located on Tract 1, 3042 Summerhill Road. The purchaser of Tract 1, 3042 Summerhill Road will be required to provide the house located at 3012 Summerhill Road with water for normal household uses for a period of 12 months from the date of closing for a monthly fee of \$25 per month. After twelve months it will be the responsibility of the parties to renew their agreement or the owner of 3012 Summerhill Road may provide water independently.

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 3042 Summerhill Road, Thomasville, Georgia 31757. Thomas County Georgia, a with an Offer Date of August 28, 2018.

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}

- 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.
- 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: _____ / _____

EXHIBIT "D"

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

_____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the seller (check one below):

Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

_____ (c) Purchaser has received copies of all information listed above.

_____ (d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

_____ (e) Purchaser has (check one below):

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

_____ (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 (d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Seller Date

Seller Date

Agent Date

Agent Date

Purchaser Date

Purchaser Date