

# **Business Inventory** **Bidding Terms and Conditions**

**Futrill Auto Parts, Inc.**  
**38.9 +/- Acre Salvage Yard Auction**  
**455 US Highway 82 NW, Poulan, Georgia 31781**

**Online Only Auction**  
**February 23, 2021**



**[www.WeeksAuctionGroup.com](http://www.WeeksAuctionGroup.com)**  
**Final Contract to Include a 10% Buyer's Premium**

## Online Only Auction Personal Property Bidding Terms and Conditions

**PLEASE NOTE: LOT 101 EXTERIOR BUSINESS INVENTORY OF FUTRILL  
AUTO PARTS CAN ONLY BE SOLD TO A PROPERLY LICENSED DEALER OF  
USED MOTOR VEHICLES OR USED MOTOR VEHICLE PARTS**

**Auction Date and Time:** February 23, 2021 at 2:00 P.M.

Bidding will begin closing on each auction at the times specified above at the rate of 1 item per minute. The closing time of each lot is subject to Weeks Auction Group's internet bidding platforms auto-extend feature. When time remaining to bid on an item falls below ten minutes, a new bid being placed on that item will result in the bidding clock being reset to ten minutes. Auto-extend bidding will continue on an item-by-item basis until such time as no further bids are received.

To simplify the bidding process, we encourage bidder to download the Weeks Auction Group mobile bidding App, available in the iTunes App Store or on Google Play

### **Inspection Dates & Times:**

**Open House Dates and Times:** Monday, February 15, from 1 P.M. - 5 P.M.  
Monday, February 22, from 1 P.M. - 5 P.M.

### **For More Information Contact:**

Forrest Horne  
Auction Coordinator  
Weeks Auction Group, Inc.  
(229) 225 – 6854  
[Forrest@BidWeeks.com](mailto:Forrest@BidWeeks.com)

Cameron Morris  
Associate Broker and Auctioneer  
Weeks Auction Group, Inc  
(229) 881 - 7643  
[Cameron@BidWeeks.com](mailto:Cameron@BidWeeks.com)

Please Read the following terms carefully. By registering for this auction, you acknowledge that you have read and understood all terms and conditions herein and set forth within the supporting documentation described in the terms and that you have inspected the property or had the opportunity to do so.

If you do not agree to these terms, please DO NOT bid!

The property will be offered for sale through Weeks Auction Group's Online Bidding Platform.

**Bidder Registration and Verification:**

For verification purposes, a credit card is required in order to register for this auction. Upon registering, an authorization charge of \$1,000.00 will be charged against the credit card used for registration. This authorization is not a permanent charge placed on your card, it is only a pre-authorization used to verify identity of our bidders and the availability of funds on the credit card used for registration. Please be advised that WAG has no control over the length of time the verification charge remains on your card, that is at the sole discretion of your credit card company. Also, please be aware that registering for multiple auctions could incur multiple verification charges; and in some instances, multiple verification charges may result in a fraud alert being sent to the card holder. WAG reserves the right to reject or accept bidder registrations at its sole discretion.

**Terms of Sale:**

This is an Online Only Auction, by registering to bid on the internet you acknowledge that you have read and understand the terms and conditions of this auction and that you agree to abide by all terms and conditions as stated below.

All auction items sell "as is, where is" with no guarantees or warranties either expressed or implied. Descriptions of the auction items are believed to be correct and accurate and are provided in good faith but are matters of opinion and not guaranteed by the seller nor Weeks Auction Group. Bidders must rely solely on their own judgment as to condition, grade, authenticity and accuracy of descriptions prior to placing a bid. By placing a bid, purchasers acknowledge and agree to all terms of the auction and agree not to retract their bid. Bidders that cannot satisfy the terms of the auction should not bid. All auction purchases are considered to have been verified by the purchaser as to condition, grade and authenticity prior to the purchaser placing their winning bid.

**Bid Increments:**

The Bid Increments will be as follows:

Amount Up to:	Bid Increments
\$10,000	\$500
\$50,000	\$1,000
\$100,000	\$2,000
\$250,000	\$5,000
\$500,000	\$7,500
\$500,000+	\$10,000

WAG reserves the right to adjust bid increments as needed.

**Scheduled Auction End Times:**

The Auction is scheduled to end at the published end time, subject to auto-extend bidding. Each time a bid is placed with the clock showing less than 10 minutes, the clock will reset to 10 minutes. In the event the auto-extend time needs to be reduced, WAG reserves the right to adjust the auto-extend, as needed.

**Buyer's Premium:**

For purchasers paying by credit card a 13% Buyer's Premium will be added to your bid price to determine the final sales price of the items purchased.

For purchasers paying by cash, cashier's check or wire transfer a 10% Buyer's Premium will be added to your bid price to determine the final sales price of the items purchased.

No personal or business checks will be accepted:

Sales tax of 8% will also be charged on the final sale price. Dealers buying for resale may be exempt from paying sales tax by providing Weeks Auction Group with your sales tax number and executing a sales tax exemption form.

**Buyer's Premium Example:**

Bid Price:	\$100.00
13% Buyer's Premium	\$ 13.00
Total Purchase Price	\$113.00

The total purchase price is subject to 8% sales tax!

**Title:**

If YOU are certified as the Winning Bidder on a Lot by the Auctioneer, YOU will be contractually obligated to pay the Contract Price for that Lot (including the Hammer Price and the Buyer's Premium); however, title and ownership of the Lot will not pass from the Seller to YOU until payment is made and clears. If YOU fail to pay for your purchase(s) within three days after the Auction, YOU will be deemed to have abandoned any interest in the Lot(s), and the Lot(s) may be re-sold at a subsequent auction. The Auctioneer and/or Seller may, at any time, commence a lawsuit against you for the Contract Price of the Lot(s) (including the Hammer Price and/or the Buyer's Premium). Additionally, YOU will be liable for any shortfall or deficiency on the re-sale of the Lot(s), plus the costs incurred in connection with re-selling the Lot(s). Under no circumstances will you be entitled to any surplus from the re-sale of any Lot(s).

Weeks Auction Group reserves the right to charge the purchasers credit card on file an amount up to the full purchase price plus storage fees for items not paid for and pickup up in a timely manner.

**Contract for Sale:**

The personal property is offered under the specific terms as stipulated below. Please fully read and understand these terms prior to bidding. If you have any question or concerns to anything included in the terms, please contact WAG prior to bidding. Please do not bid prior to the terms.

**Special Terms**

- 1. LOT 101: EXTERIOR BUSINESS INVENTORY OF FUTRILL AUTO PARTS CAN ONLY BE SOLD TO A PROPERTY LICENSED DEALER OF USED MOTOR VEHICLES OR USED MOTOR VEHICLE PARTS**
2. Payment in full will be required at the conclusion of the auction.
3. All auction items sell "as is, where is" with no guarantees or warranties either expressed or implied. Descriptions of the auction items are believed to be correct and accurate and are provided in good faith but are matters of opinion and not guaranteed by the seller nor Weeks Auction Group. Bidders must rely solely on their own judgment as to condition, grade, authenticity and accuracy of descriptions prior to placing a bid. By placing a bid, purchasers acknowledge and agree to all terms of the auction and agree not to retract their bid. Bidders that cannot satisfy the terms of the auction should not bid. All auction purchases are considered to have been verified by the purchaser as to condition, grade and authenticity prior to the purchaser placing their winning bid.  
**FURTHER NO REPRESENTATION TO THE STATUS OF TITLE IS MADE BY THE AUCTIONEER**

4. 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.
5. In the event the personal property sells separately from the real estate, the purchaser of the real estate will grant the purchaser(s) of the business inventory a Temporary Access License for the removal of the business inventory for a 6-month period from the date of auction to be executed at closing. A copy of the Temporary Access License Agreement is attached to and made a part of this document. **PLEASE READ PRIOR TO BIDDING**
6. In the event the purchaser(s) of the real estate and / or personal property wish to continue operating the real estate as a junk yard, purchaser(s) hereby acknowledge that they must comply the City of Poulan’s Ordinances as they relate to Junkyards.

**As Is, Where Is:**

All property is selling “As-Is, Where Is” with all faults. It is the buyer’s responsibility to conduct any and all inspections and perform all acts of due diligence deemed necessary before bidding. Placing a bid will be considered as acceptance of the property in it’s as-is condition.

**Bid Cancellation:**

Weeks Auction Group, Inc. reserves the right to remove or cancel the bids and bidding privileges of the party at any time that bids or bidding is deemed to not be in the best interest of the seller.

**Technology Disruptions:**

Auctioneer will not be responsible for technology disruptions, errors, or failures (including disruptions to bidding or the failure to execute, recognize, or record online bids), whether caused by (i) loss of connectivity, breakdown, disruption, or failure of the Online Auction Platform, (ii) breakdown, disruption, or failure of a Bidder's internet connection, computer, or system, or (iii) otherwise. Auctioneer may, but will not be required to, continue, suspend, delay, extend, reschedule, or close the Auction because of disruptions caused by technology failures, even after bidding has commenced.

**Failures by Online Auction Platform Provider and its Affiliates or Contractors:**

Auctioneer may use an Online Auction Platform Provider to facilitate the Auction. Under no circumstances will Auctioneer be liable for any failure of the Online Auction Platform Provider to perform all or any of its obligations, or for the failure of any affiliates, employees, agents, representatives, or contractors of the Online Auction Platform Provider to perform their obligations.

**Agency Disclosure:**

Week's Auction Group, Inc. herein after WAG is acting as agent for the seller and at no time is WAG responsible for, acting on behalf of, or acting as agent for the buyer.

**Disclaimer:**

Weeks Auction Group, Inc believes all information contained herein to be correct to the best of our knowledge. All information is being furnished to bidders solely for the bidder's convenience and it is always the responsibility of the bidders to determine the accuracy and completeness of all information. Reliance on information provided is solely at the risk of the recipient. Bidders should always conduct their own due diligence, inspections, and investigations prior to bidding. Bidders needing assistance should seek necessary assistance prior to placing a bid.

**Disclosure:**

As detailed in Rule 55-10-.01 (3) of the Georgia Auctioneers Commission: Any auction sale is, without requirement of announcement at any time, presumed to be with reserve unless the property are in explicit terms put up at absolute auction. According to Rule 55-10-.01 (4)(b) Weeks Auction Group and our sellers hereby give notice that bids may be made by the seller, or upon the seller's behalf, at any auction with reserve.

***Go Bid Now!***

**[www.WeeksAuctionGroup.com](http://www.WeeksAuctionGroup.com)**



## TEMPORARY ACCESS LICENSE AGREEMENT

THIS TEMPORARY ACCESS LICENSE AGREEMENT (this "Agreement") is entered into as of \_\_\_\_\_, 2021 (the "Effective Date"), by and between \_\_\_\_\_, a \_\_\_\_\_ ("Licensor"), and \_\_\_\_\_, A \_\_\_\_\_ ("Licensee"), sometimes referred to herein collectively as "Parties", and individually as a "Party".

### RECITALS

A. Licensor owns certain real property located in Worth County, Georgia, more particularly depicted on Exhibit A, attached hereto and incorporated herein by reference (the "Licensor Property").

B. Licensee desires to obtain from Licensor a temporary license (the "License") on, over, and across a portion of the Licensor Property, as more particularly depicted on Exhibit A (the "License Area"), to remove the following personal property: (i) \_\_\_\_\_, (ii) \_\_\_\_\_, (iii) \_\_\_\_\_, (iv) \_\_\_\_\_, (v) \_\_\_\_\_, and (vi) \_\_\_\_\_ (the "Intended Purpose").

C. Licensor is willing to grant the License to Licensee, subject to the terms and conditions set forth herein.

### TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the Parties agree as follows:

#### 1. Basic Terms.

1.1	Licensor Property	Address: _____ County: Worth State: Georgia Legal Description: Exhibit "A": _____									
1.2	Type of Access	<input checked="" type="checkbox"/> Vehicular <input checked="" type="checkbox"/> Pedestrian <input type="checkbox"/> Other:									
1.3	Term	The period of time commencing on the Effective Date and ending one hundred eighty (180) days thereafter, unless earlier terminated as provided herein.									
1.4	Insurance Requirements	<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 50%;">Class of Insurance</th> <th style="width: 50%;">Required Amount</th> </tr> </thead> <tbody> <tr> <td>Commercial General Liability</td> <td>\$2,000,000 per occurrence and \$2,000,000 aggregate</td> </tr> <tr> <td>Commercial Automotive Liability</td> <td>\$1,000,000</td> </tr> <tr> <td>Worker's Compensation and Employer's Liability Insurance</td> <td>Workers' Compensation as required by applicable law; Employer's Liability of at least \$1,000,000</td> </tr> </tbody> </table>	Class of Insurance	Required Amount	Commercial General Liability	\$2,000,000 per occurrence and \$2,000,000 aggregate	Commercial Automotive Liability	\$1,000,000	Worker's Compensation and Employer's Liability Insurance	Workers' Compensation as required by applicable law; Employer's Liability of at least \$1,000,000	
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Worker's Compensation and Employer's Liability Insurance	Workers' Compensation as required by applicable law; Employer's Liability of at least \$1,000,000										
1.5	Licensor Notice Address	Attn: _____ _____ _____ Tel: _____									

1.6	Licensee Notice Address	_____ Attn: _____ _____ _____ Tel: ( ) ____ - ____
1.7	Additional Provisions	The following additional provisions apply to this Agreement:

2. Temporary License.

2.1. Issuance of License. Licensor hereby grants to Licensee, without warranty, a non-exclusive, temporary, revocable license on, over, and across the License Area for the type of access indicated in Section 1.2 and the Intended Purpose (collectively, the “License Activities”).

2.2. Term. Unless otherwise specifically agreed to by Licensor and Licensee, the License granted by this Agreement shall commence on the Effective Date and continue thereafter until the earlier to occur of (i) the expiration date indicated in Section 1.3, (ii) written notice of termination by Licensor, or (iii) completion of the Intended Purpose (the “Term”).

3. Access. Licensee and its agents, servants, employees, consultants, contractors, and subcontractors (collectively, “Licensee’s Agents”) shall have the right to enter upon the License Area for the limited purposes permitted by this Agreement. Licensee and Licensee’s Agents shall enter upon the License Area at their sole risk and hazard. Licensee and Licensee’s Agents shall use the least intrusive means possible to access the License Area from the Licensor Property, including, without limitation, the use of existing roadways and such other means as directed by Licensor in its sole and absolute discretion from time to time. Licensee, and its permitted successors and assigns, hereby release Licensor from any claims relating to the condition of the License Area and Licensor Property and the entry upon the License Area and Licensor Property by Licensee and Licensee’s Agents.

4. Reservation by Licensor. Licensor hereby reserves the right to use the License Area for any use not inconsistent with Licensee’s permitted use of the License Area. In addition, Licensor expressly reserves the right to grant or issue to others the right to use all or any portion of the License Area. Without limiting the foregoing, Licensor reserves the right to require the relocation of the License Area at any time, or from time to time, at Licensor’s cost and expense. If the License Area is relocated as provided for in the previous sentence, then this Agreement shall be amended in order to terminate the License in its previous location and to grant the License in the new location.

5. Condition of the License Area and Licensor Property. Licensee accepts the License Area, Licensor Property, and all aspects thereof in “AS IS”, “WHERE IS” condition, without warranties, either express or implied, “WITH ALL FAULTS”, including, without limitation, both latent and patent defects, and the existence of hazardous materials, if any. Licensee hereby waives all warranties, express or implied, regarding the title, condition, and use of the License Area and Licensor Property, including, without limitation, any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the License Area is granted to Licensee subject to: (i) any state of facts which an accurate ALTA/ASCM survey and physical inspection of the License Area might show; (ii) all zoning regulations, restrictions, rules, and ordinances, building restrictions, and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (iii) reservations, licenses, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity. Licensee shall obtain any and all consents, approvals, permissions, and agreements to cross, encumber, or encroach upon any other licenses or rights of others related to its use and improvement of the License Area.

6. Maintenance and Restoration.

6.1. General Maintenance and Restoration. Licensee shall promptly repair any damage to the Licensor Property and Licensor's improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, signs, lighting, buildings, etc.) caused by Licensee and/or Licensee's Agents, and shall restore Licensor Property and the improvements thereon to the same or better condition as they existed prior to any entry onto the Licensor Property by Licensee and Licensee's Agents.

6.2. Damage Fees. Licensee shall reimburse Licensor for any losses (including, without limitation, lost profits) and loss of rental income, or other loss or damage that results from Licensee's or Licensee's Agents': (i) entry onto or presence upon the Licensor Property; and (ii) failure to comply with any of the terms or conditions of this Agreement.

6.3. Security. To ensure the security of the Licensor Property, Licensee shall obtain a lock or locks approved by Licensor, use them to lock the access gate(s) used to access the Licensor Property (the "Gate(s)"), and provide a key to the lock(s) to Licensor. The Gates shall remain locked at all times when Licensee is not actively accessing the Licensor Property, and in all instances, Licensee shall ensure the Gates are locked by 5:00 pm each day. Further, Licensee agrees that it shall immediately close and securely fasten gaps in fences which are opened by Licensee. No new gates or gaps will be made in any fence without the prior written consent of Licensor. Further, Licensee shall not cut or damage any fence located on the Licensor Property without first obtaining Licensor's prior written consent. If Licensor consents to a fence being cut or damaged, Licensee shall "H" brace each side of the fence to secure the wire so that when the fence is cut, the remainder of the fence shall not slacken or sag. All fences which are cut or damaged by Licensee shall be promptly replaced by Licensee with fencing of the same or better condition existing before the cutting or damage by Licensee. Except as last stated, Licensee shall in no way tamper with, alter, or modify any of Licensor's fences or devices without the prior written consent of Licensor. In addition, Licensee acknowledges and agrees that hunting, fishing, and recreational camping are strictly prohibited on the Licensor Property. Licensee shall not take, remove, kill, or otherwise molest any livestock or wildlife on the Licensor Property or Licensor's other real property. Licensee covenants that it will save Licensor harmless from any damage caused by Licensee and Licensee's Agents to such livestock or wildlife and to promptly notify and reimburse Licensor for any such damage. Licensee shall at no time have dogs or firearms on the Licensor Property or Licensor's other real property. Licensee shall at no time cause any fires to be set on the Licensor Property or Licensor's other real property.

7. Hazardous Substances. Except for motor fuels used by vehicles and equipment, Licensee agrees not to transport, generate, store, dispose of, release, or use any Hazardous Substances on the Licensor Property. As used in this Agreement, the term "Hazardous Substances" means all hazardous and toxic substances, wastes or materials, including without limitation, hydrocarbons (including naturally occurring or man-made petroleum and hydrocarbons), flammable materials, explosives, urea formaldehyde insulation, radioactive materials, biologically hazardous substances, PCBs, pesticides, herbicides, and any other kind and/or type of pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), sewage sludge, industrial slag, solvents and/or any other similar substances or materials which, because of toxic, flammable, ignitable, explosive, corrosive, reactive, radioactive, or other properties may be hazardous to human health or the environment and/or are included under, subject to or regulated by any Hazardous Waste Laws. Licensee agrees to immediately notify Licensor of any leaking or spillage of Hazardous Substances on the Licensor Property. Licensee shall be exclusively liable for all cleanup and remediation costs thereof.

As used in this Agreement, the term "Hazardous Waste Laws" means any and all present and future applicable (i) federal, state and local statutes, laws, rules or regulations governing Hazardous Substances; (ii) judicial or administrative interpretations thereof, including any judicial or administrative orders or judgments; and (iii) ordinances, codes, plans, injunctions, decrees, permits, demand letters, concessions, grants, franchises, licenses, agreements, notices, or other governmental restrictions, relating to the protection of the public health, welfare, and the environment, or to any actual, proposed or threatened storage, holding, existence, release, emission, discharge, spilling, leaking, pouring, pumping, injection, dumping, discarding, burying, abandoning, generation, processing, abatement, treatment, removal, disposition, handling, transportation or other management of any Hazardous Substance or any other activity or occurrence that causes or would cause any such event to exist.

8. Liens. Licensee shall keep the Licensor Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for, or under Licensee, and shall indemnify, hold harmless, and agree to defend Licensor from any liens that may be placed on the Licensor Property pertaining to any work performed, materials furnished, or obligations incurred by, through, for, or under Licensee or any of Licensee's Agents. Any such liens shall be released of record within thirty (30) days.

9. Insurance. Licensee shall maintain in full force and effect the insurance policies and coverages set forth in Section 1.4. Additionally, Licensee will ensure that prior to entering onto the License Area or the Licensor Property, all of Licensee's Agents and other such parties who make use of the License Area are either covered under the terms of Licensee's insurance policies, or that each obtain similar policies and which, at a minimum, provide Licensor the same protections. Licensee agrees to obtain and maintain the following insurance coverages and policies:

9.1. Liability Insurance Coverage and Limits. A commercial general liability insurance policy insuring Licensee's interests against claims for personal injury, bodily injury, death, property damage occurring on, in, or about the License Area, Licensor Property, and the ways immediately adjoining the License Area and Licensor Property, with a "Combined Single Limit" covering personal injury liability, bodily injury liability, and property damage liability in the amount set forth in Section 1.4. Licensor and its partners, subsidiaries, and affiliates and Weeks Auction Group, Inc must be endorsed as an additional insured on such policy on ISO Form CG 20 10 (10/93) or its equivalent. The coverage set forth above shall be primary coverage, non-contributory, and shall apply specifically to the License Area, Licensor Property, and adjacent areas.

9.2. Workers' Compensation Insurance. All Workers' Compensation and Employers' Liability Insurance required under applicable Workers' Compensation Acts and/or applicable law. In addition, Licensee shall maintain Employers' Liability Insurance in the amount set forth in Section 1.4.

9.3. Automobile Insurance. Automobile Liability Insurance in the amount set forth in Section 1.4, Combined Single Limit per accident, and coverage applying to "Any Auto."

9.4. Waiver. Licensee hereby waives and shall cause their respective insurance carriers to waive any and all rights of subrogation, recovery, claims, actions, or causes of action against Licensor for any loss or damage with respect to Licensee's property, including, without limitation, rights, claims, actions, and causes of action based on negligence, which loss or damage is, or would have been, had the insurance required by this Agreement been carried, covered by insurance.

9.5. Additional Terms. Neither the amount nor the scope of any of the obligations of Licensee under this Agreement or otherwise, shall be limited to the amount of the insurance Licensee is required to maintain hereunder. Any policies or certificates of insurance required under the provisions of this Section must contain an endorsement or provision that not less than thirty (30) days' prior written notice is given to Licensor prior to cancellation or reduction of coverage or amount of such policy. A certificate issued by the insurance carrier of each policy of insurance required to be maintained by Licensee, stating the limits and other provisions required hereunder and in a form reasonably acceptable to Licensor, shall be delivered to Licensor within ten (10) days of the date set forth above, and thereafter not later than thirty (30) days prior to the expiration of the term of each such policy. Any policies required hereunder may be made a part of a blanket policy of insurance, so long as such blanket policy contains all of the provisions required herein and does not in any way reduce the coverage, impair the rights of Licensor hereunder or negate the requirements of this Agreement.

10. Compliance with Laws. Licensee shall comply with all present and future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions, and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials, and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning, land use, and Hazardous Waste Laws (collectively "Law(s)").

11. Indemnification. Licensee shall indemnify, defend with counsel of Licensor's choice, and hold Licensor and its employees, officers, directors, shareholders, owners, divisions, subsidiaries, partners, members, managers, and affiliated companies and entities and its and their employees, officers, directors, shareholders, owners, divisions, subsidiaries, partners, members, managers, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively, the "Indemnitees") harmless from and against any loss, damage, injury, accident, fire, or other casualty, liability, claim, cost, or expense (including, without limitation, reasonable attorney fees and costs) of any kind or character to any person or property, including, without limitation, the property of the Indemnitees (collectively, the "Claims" or a "Claim"), from or by any unaffiliated third party, Licensee, and/or Licensee's Agents, arising from or relating to (i) any use of the License Area, Licensor Property, and/or adjacent areas by Licensee or Licensee's Agents; (ii) any act or omission of Licensee or any of Licensee's Agents; (iii) any bodily injury, property damage, accident, fire, or other casualty to or involving Licensee or Licensee's Agents and its or their property on the License Area, Licensor Property, and/or adjacent areas; (iv) any violation or alleged violation by Licensee or Licensee's Agents of any Law; (v) any failure of Licensee to maintain the License Area and/or Licensor Property in a safe condition; (vi) any loss or theft whatsoever of any property or anything placed or stored by Licensee or Licensee's Agents on or about the License Area, Licensor Property, and/or adjacent areas; (vii) any breach by Licensee of its obligations under this Agreement; and (viii) any enforcement by Licensor of any provision of this Agreement and any cost of removing Licensee from the License Area, Licensor Property, or restoring the same as provided herein; provided, however, that the foregoing indemnity shall not apply to the extent any such Claim is ultimately established by a court of competent jurisdiction to have been caused solely by gross negligence or willful misconduct of the Indemnitees. Licensee, as a material part of the consideration of this Agreement, waives all claims or demands against Licensor and the other Indemnitees for any such loss, damage, or injury of Licensee or Licensee's property. The indemnity provided by Licensee in favor of the Indemnitees in this Agreement shall not require payment as a condition precedent. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

12. Attorney Fees. If this Agreement or any provision hereof shall be enforced by an attorney retained by a Party hereto, whether by suit or otherwise, the reasonable fees and costs of the attorney for the prevailing Party shall be paid by the losing Party, including, without limitation, fees and costs incurred upon appeal or in bankruptcy court.

13. Notices. All notices referred to in this Agreement shall be sent to the respective parties at the addresses stated below. Any notice required or desired to be given under this Agreement shall be deemed given: (i) when delivered in person to the recipient named below; (ii) three (3) business days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the person and party intended; or (iii) one (1) business day after deposit with a nationally recognized overnight courier. All notices shall be given at the addresses indicated in Sections 1.5 and 1.6. Either Party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

14. Default by Licensee. If Licensee has defaulted or is in default or breach of any of its obligations stated herein, Licensor, at its option, may take any or all of the following actions without limitation: (i) pursue any remedy available at law or in equity; (ii) pursue the remedy of specific performance or injunction; (iii) seek declaratory relief; (iv) pursue an action for damages for loss; and/or (v) terminate this Agreement and the License.

15. No Public Use/Dedication. The Licensor Property is and shall at all times remain the private property of Licensor. The use of the Licensor Property is permissive and shall be limited to the express purposes contained herein by Licensee. Neither Licensee, nor its permitted successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the Licensor Property beyond the express terms and conditions of this Agreement.

16. No Third-Party Beneficiaries. In assuming and performing the obligations of this Agreement, Licensor and Licensee are each acting as independent parties and neither shall be considered or represent itself as a joint venturer, partner, agent, or employee of the other. There is no intent by either Party to create or establish third-party beneficiary status or rights in any third party. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a party hereto, and Licensor and Licensee expressly disclaim any such third-party benefit.

17. Authorization. Each individual executing this Agreement represents and warrants that she/he has been duly authorized by appropriate action of the governing body of the Party for which she/he signs to execute and deliver this Agreement in the capacity and for the entity set forth where she/he signs and that as a result of her/his signature, this Agreement shall be binding upon the Party for which she/he signs.

18. Miscellaneous. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification, or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. This Agreement shall be construed in accordance with and governed by the laws of the state in which the Licensor Property is located. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. Licensee shall not sell, assign, transfer, subcontract, or delegate any rights or obligations under this Agreement without the prior written consent of Licensor, which consent Seller may grant or withhold in its sole and absolute discretion. Licensor may freely assign this Agreement without the consent of Licensee. The terms and conditions of this Agreement shall be binding upon the permitted successors and assigns of the Parties. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. The Recitals set forth above are incorporated into this Agreement by reference. If any provision of this Agreement or the application thereof to any person, place, or circumstance, shall be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect; provided, however, that in the event the invalidity or unenforceability of any provision of this Agreement has a material adverse effect on either Party, the adversely effected Party will have the right to terminate this Agreement immediately, without any further liability or obligation. This Agreement is the result of negotiations among the Parties, none of whom has acted under any duress or compulsion, whether legal, economic, or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Each Party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party who (or whose attorney) prepared this Agreement or any earlier draft of the same. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. Licensee covenants and agrees that, subsequent to the execution and delivery of this Agreement and without any additional consideration, Licensee shall execute and deliver any further legal instruments and perform any acts that are, or may become, necessary to effectuate the purposes of this Agreement. Licensee shall not record this Agreement.

[Signatures Follow On Next Page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

LICENSOR:

LICENSEE:

\_\_\_\_\_

\_\_\_\_\_

A \_\_\_\_\_

A \_\_\_\_\_

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

As Its: \_\_\_\_\_

As Its: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

**EXHIBIT "A"**

**Tax Parcel Number 0082007100A**

**Property Description: 455 US Hwy 82 NW, Poulan, Worth County, GA**

All that tract or parcel of land lying and being in Land Lot Number Three Hundred and Thirty-Six (336) in the 7th Land District of Worth County, Georgia, containing forty-nine (49) acres, more or less, and further described as follows: Begin on the south boundary line of right-of-way of U.S. Highway 82, at a point six hundred and seven (607) feet North 47 degrees West from original east line of said land lot which beginning point is also the intersection of west boundary line of Weed Street with the south boundary line of said highway, thence running along south boundary line of said right-of-way of Highway No. 82 North 47 degrees West twenty-three hundred and thirteen (2313) feet to north corner of land of White; thence running along east boundary line of said White tract South 2 degrees East five hundred fifty-one (551) feet to southeast corner of said White tract; thence running along south line of said White tract North 87 ½ degrees East five hundred and ninety (590) feet to old Poulan Highway; thence running along east boundary line of said old Poulan Highway South 10 degrees East five hundred ninety-three (593) feet; thence running south 64 degrees East along line of old Herrington land to Weed Street; and thence running along west boundary line of Weed Street North 26 degrees East to Highway No. 82, at starting point.

EXCEPTED THEREFROM: One (1) acre, more or less, of above described tract previously conveyed to Jim Walter Corporation, as shown by deed recorded in Deed Book 121, Page 239, Worth County records.

ALSO EXCEPTED THEREFROM: One-half (½) acre, more or less, of above described tract previously conveyed to Mid-State Homes, Inc., as shown by deed recorded in Deed Book 124, Page 90, Worth County records.

ALSO EXCEPTED THEREFROM: Seven and eight-tenths (7.8) acres, more or less, of above described tract previously conveyed to Earl C. Fletcher, as shown by deed recorded in Deed Book 128, Page 102, Worth County records.

ALSO EXCEPTED THEREFROM: One-half (½) acre, more or less, of above described tract previously conveyed to William Hardy Jones, as shown by deed recorded in Deed Book 123, Page 87, Worth County records.

ALSO EXCEPTED THEREFROM: One-half (½) acre, more or less, of above described tract previously conveyed to William Lewis, as shown by deed recorded in Deed Book 129, Page 257, Worth County records.

ALSO EXCEPTED THEREFROM: One-half (½) acre, more or less, of above described tract previously conveyed to James Winston Martin, et. al., as shown by deed recorded in Deed Book 136, Page 221, Worth County records.

ALSO EXCEPTED THEREFROM: One (1) acre, more or less, of above described tract previously conveyed to Mid-State Homes, Inc., as shown by deed recorded in Deed Book 141, Page 305, Worth County records.

ALSO EXCEPTED THEREFROM: One-half (½) acre, more or less, of above described tract previously conveyed to Curtis Eunice, et. al., as shown by deed recorded in Deed Book 142, Page 62, Worth County records.

ALSO EXCEPTED THEREFROM: One-half (½) acre, more or less, of above described tract previously conveyed to Curtis Eunice, et. al., as shown by deed recorded in Deed Book 180, Page 96, Worth County records.

TOGETHER WITH ALL IMPROVEMENTS THEREON



Exhibit "A2"

