



THE WRIGHT GROUP

CREEKLAND FARMS

— SEALED BID AUCTION PACKAGE —

OVERVIEW OF SEALED BID: Varnedoe Properties, LLC, herein referred to as (“Seller”), has retained The Wright Group, herein referred to as (“Broker”), to offer for sale approximately 687 acres (+/-) known as Creekland Farms. The subject property is located in Brooks County, Georgia and is being offered in multiple parcels individually, in combinations, or in its entirety as a whole.

BID DEADLINE: All bids must be submitted using the attached Bid Submission Form. Completed Bid Submission Forms must be received on or by 5:00pm (EST), Thursday, December 8th, 2016 and delivered to:

The Wright Group

Attention: Ben W. McCollum or Eric J. McCollum

120 East Jackson St.

Thomasville, GA 31792

Re: Creekland Farms Sealed Bid

(229) 226-2564 office

(800) 428-0435 fax

mccollum@wrightbroker.com email

It is the Bidder’s sole responsibility to ensure that their Bid Submission Form is received prior to 5:00 PM (EST), Thursday, December 8, 2016, at the address above.

BID SUBMISSION FORM: All sealed bids must be submitted on the required (Bid Submission Form), which is included below. The Sealed Bid Packet and Bid Submission Form are also available on the Broker’s website at www.wrightbroker.com as a PDF Form. Any sealed bids received which are not submitted on the proper Bid Submission Form or which are not fully completed may be rejected by Seller at their sole discretion.

IRREVOCABLE SEALED BID: Any Bidder which submits a sealed bid understands and agrees that the integrity of the auction requires that the Bidder’s Sealed Bid be an *irrevocable offer to purchase the subject property throughout the term of the auction for the amount of the sealed bid.*



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SEALED BID AUCTION PACKAGE CONTINUED

SUBMISSION AND DELIVERY: Once the Bid Submission Form is fully completed and executed, it should be placed in a sealed envelope and labeled clearly on the outside of the envelope: **CREEKLAND FARMS SEALED BID**. Bids must be in writing for each individual tract (if applicable), for combination of tracts (if applicable), or for the entire property at the discretion of the bidder. All sealed bids must be received prior to the deadline above at the address above. Any and all Sealed Bid Submission Forms should be completed and signed by a person authorized to commit to purchase the property in the amount of the submitted bid. Any corporations or entities submitting a sealed bid must furnish evidence that the officer(s) or employee(s) who executed the offer has been given the power to act on behalf of the corporation.

BIDDING ELIGIBILITY: All persons submitting a sealed bid must be at least 18 years of age or older and have full authority to bid on the property either solely or as a representative of the bidding entity. Anyone submitting a bid acknowledges they are making a legal and binding offer to purchase the subject property either in part or in a whole and agree to the Terms and Conditions as set herein.

BID REVIEW: All bids will be reviewed by Broker and Seller for the subject property following the bid deadline. Seller reserves the right to accept or reject any and all bids, to waive technicalities and defects in a Bid Submission Form, or withdraw the property from sale at any time.

AWARD OF BID: Broker shall notify and award the highest bidder(s) by 5:00 PM (EST), Monday December 11th, 2016. In the event of a tie bid, the Broker shall notify tied bidders and ask them to submit a final and best offer to break the tie bid.

Broker shall notify the successful bidder(s) that his/her bid has been accepted. The winning bidder shall immediately upon notification of winning the auction, be required to execute and return the Purchase and Sale Agreement (a copy of which is provided herein) with a 5% escrow deposit check, made payable to the escrow agent: McCollum and Rawlins, LLP., 337 East Jackson St., Thomasville, GA 31792

INDEMNIFICATION: Any and all bidders submitting a bid agree for and on behalf of him/herself, his/her heirs, successors, or assigns that he/she shall indemnify and hold the Broker and Seller harmless from any claim, demand or cause of action arising or alleged to have arisen out of the sale or failure to sell the property including claims for personal or bodily injury, death, or contract damages. The Broker and Seller shall not indemnify the Buyer or offering Bidders.

MODIFICATIONS: The Terms and Conditions and provisions herein are subject to change at the sole discretion of the Broker and Seller at any time and without notice.



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— TERMS AND CONDITIONS —

All bidders and participants of this sale agree that they have read and fully understand these terms and agree to be bound by the terms and conditions contained herein.

Sealed Bid Submission Form: Sealed Bids MUST be properly completed and submitted on the required “Bid Submission Form” which is attached. By submitting a bid, each bidder is agreeing to all Terms and Conditions of the sale. Bids not submitted and signed on a properly and fully completed Bid Submission Form may be rejected by Broker and Seller at its sole discretion.

ACCEPTANCE OF WINNING BID: The Successful bidder(s) will be required to enter into a Purchase and Sale Agreement (“Purchase and Sale Agreement”) after acceptance of bid. A copy of Purchase and Sale Agreement is attached hereto. Bidder understands that this written bid is irrevocable and will be subject to acceptance by the Seller. Seller reserves the right to accept or reject any and all bids for any reason whatsoever. If this sealed bid is accepted, this Sealed Bid Submission Form, Sealed Bid Auction Package, and the Terms and Conditions mentioned above, shall constitute a contract between Bidder and Seller.

ESCROW DEPOSIT: A deposit of Five Percent (5%) of the Total Contract Price will be required to be sent with the executed Purchase and Sale Agreement. The escrow deposit shall be made payable to: “McCollum and Rawlins, LLP” and may be a personal or business check. The escrow deposit shall be applied to the purchase price at Closing.

BUYER’S PREMIUM: There is a 10% Buyer’s Premium associated with this sale.

INSPECTIONS OF PROPERTY: Anyone interested in the subject property is invited and encouraged to thoroughly inspect the property prior to submitting a sealed bid offer. Private tours of the property can be arranged at any time by contacting the Broker. The property is being sold “AS IS, WHERE IS”. No warranties, guarantees, or representations either expressed or implied, concerning the property are made by Broker or Seller. All interested purchasers are strongly encouraged to perform their own due diligence prior to submitting a bid for the property. All information provided by Broker or Seller is believed to be reliable and correct but the Broker and Seller do not guarantee its accuracy.



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TERMS AND CONDITIONS CONTINUED

FINANCING AND LOCAL APPROVALS: This auction sale is not contingent on the Buyer(s) ability to obtain financing or local approvals. Buyers are encouraged to obtain commitments for financing prior to bid submission. A list of financial institutions interested in financing prospective bidders may be obtained by contacting the Broker.

SURVEYS: A new boundary survey will be obtained prior to Closing for all properties and shall be done at Buyer's expense. All properties will be conveyed using the new surveys and legal descriptions and shown as Exhibit A and B on the attached Purchase and Sale Agreement. The final purchase price will be adjusted based upon the new survey and the Buyer's per acre bid rounded to the nearest 1/10th of an acre. In the event that the property sells divided, as offered, the cost of the shared property lines will be split equally between adjoining Buyers. All survey work will be completed by Broward Davis and Associates, Inc., 2228 Capital Circle NE, Tallahassee, FL 32308. (850) 878-4195.

A cost estimate of survey work is as follows: Tract 1- \$4250.00, Tract 2- \$3875.00, Tract 3 - \$2600.00

POSSESSION: Possession of the property will be transferred at Closing by Warranty Deed.

TITLE COMMITMENT AND CLOSING FEE: Seller shall provide the Buyer with a title commitment letter showing Seller's ability to convey clear and marketable title at Seller's expense. The cost of title insurance, if desired by Buyer or required by Lender, shall be the sole responsibility of Buyer.

BROKER PARTICIPATION: Broker Participation is encouraged. The Buyer's Broker must complete the Buyer's Broker Registration Form and return to The Wright Group prior to the Bid Sale to register their client. Compensation to Buyer's Broker shall be 3% of the final purchase price.

MODIFICATIONS: The Terms and Conditions and provisions herein are subject to change at the sole discretion of the Broker and Seller at any time and without notice.

Please print, sign and deliver a copy of the Terms and Conditions with the Bid Submission Form.

Print Name- Bidder

Date

Signature- Bidder



THE WRIGHT GROUP

CREEKLAND FARMS

— SEALED BID SUBMISSION FORM —

SUBJECT PROPERTY:

**Creekland Farms- Varnedoe Properties, LLC
687 acres (+/-) Brooks County, Georgia**

By signing this Sealed Bid Submission Form and returning to The Wright Group (“Broker”), the undersigned Bidder hereby certifies the following:

- Bidder acknowledges that he/she has received and read the foregoing Sealed Bid Auction Package, Terms and Conditions, and hereby agrees to be bound by them.
- Bidder acknowledges that by submission of this bid, Bidder is making an irrevocable offer for the contract to purchase the Subject Property described in the Sealed Bid Auction Package and Terms and Conditions.
- Bidder understands that he/she will be required to sign the Purchase and Sale Agreement upon notice of being declared the high bidder. Bidder agrees to complete, sign and return the Purchase and Sale Agreement along with an Escrow Deposit of Five Percent (5%) of the Total Purchase Price immediately after being declared the high bidder.
- Bidder acknowledges receipt of and has examined the Purchase and Sale Agreement. Bidder understands that the Purchase and Sale Agreement is a legally binding contract that will not be altered or contingent upon financing or anything else.
- Bidder understands the subject property is being sold “AS IS, WHERE IS.”
- Bidder understand that the terms and rules of this Sealed Bid Auction will be strictly enforced and there will be no exceptions.
- The person(s) submitting this bid swears and affirms that he/she has been duly authorized to execute this bid on behalf of the bidder and has obtained all necessary or applicable approvals to make this bid fully binding upon the bidding entity when his/her signature is affixed.



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CREEKLAND FARMS

SEALED BID SUBMISSION FORM CONTINUED

TRACT NAME: CREEKLAND FARMS- 687 Total Acres (+/-)

Tract 1 – 269 Acres

Bid Price \$ _____

+ 10% Buyer's Premium \$ _____

Total Purchase Price \$ _____

Tract 2 – 222 Acres

Bid Price \$ _____

+ 10% Buyer's Premium \$ _____

Total Purchase Price \$ _____

Tract 3 – 196 Acres

Bid Price \$ _____

+ 10% Buyer's Premium \$ _____

Total Purchase Price \$ _____

Combination of Tracts: *Circle the Tracts You Desire to Bid on in a Combination*

Tract 1 – 269 Acres Tract 2 – 222 Acres Tract 3 – 196 Acres

Total Acres Bid: _____

Bid Price \$ _____

+ 10% Buyer's Premium \$ _____

Total Purchase Price \$ _____

Entire 687 Acres — *All Three Tracts Combined*

Bid Price \$ _____

+ 10% Buyer's Premium \$ _____

Total Purchase Price \$ _____



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SEALED BID SUBMISSION FORM CONTINUED

Bidder understands that this written bid is irrevocable and will be subject to acceptance by the Seller. Seller reserves the right to accept or reject any and all bids for any reason whatsoever. If this sealed bid is accepted, this Sealed Bid Submission Form, Sealed Bid Auction Package, and the Terms and Conditions mentioned above, shall constitute a contract between Bidder and Seller.

Signature of Bidder Representative: _____

Print Representative Name: _____

Representative Title: _____

Bidder Address: _____

Bidder Representative Email: _____

Bidder Representative Phone Number: _____

Date: _____

RETURN TO:
The Wright Group
Attn: Ben W. McCollum or Eric J. McCollum
120 East Jackson St.
Thomasville, GA 31792
Email: mccollum@wrightbroker.com
Office: 229-226-2564
Fax: 800-428-0435



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CREEKLAND FARMS
Tax Information

VARNE DOE PROPERTIES, LLC — 2016 TAXES

Map-Parcel	Acreage	2016 Taxes
3- 9	16.5	\$123.40
3-10	148	\$1096.59
3-11	23	\$139.87
3-13	5	\$52.07
3-29	48.9	\$349.76
26-1E	60	\$464.93
26-2	195.1	\$1234.43
26-16-1	196.07	\$1326.66

TOTAL: \$4787.71

ESTIMATE OF 2017 TAXES

Tract	Acreage	Estimate of 2017 Taxes
Tract 1	269	\$1967.43
Tract 2	222	\$1493.62
Tract 3	196	\$1326.66

TOTAL: \$4787.71

Note: Estimated 2017 taxes are based upon an estimate of acreage and taxes from the previous tax year. Acreages and taxes are subject to change.



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— PURCHASE AND SALE AGREEMENT —

THIS PURCHASE AND SALE AGREEMENT (the “Agreement”), made and entered into as of this ____ day of December, 2016 (the “Effective Date”), by and between _____, and/or his assigns (hereinafter “Purchaser”) and Varnedoe Properties, LLC (hereinafter “Seller”).

RECITALS

WHEREAS, Seller owns that certain tract of real property consisting of approximately _____ acres, located in Brooks County, Georgia, being more particularly described on EXHIBIT “A” attached hereto and made a part hereof by this reference (the “Seller Property”);

WHEREAS, The Seller Property together with any and all appurtenances, other improvements, and fixtures situated thereon, all plants, shrubbery, trees, timber, whether severed or not, all utility capacity, and all of the right, title and interest of the Seller in any and all public and private roads, crossing or abutting said real property, if any, are collectively referred to in this Agreement as the “Property;” and

WHEREAS, Seller desires to sell the Property to Purchaser on and subject to the terms, provisions and conditions contained in this Agreement, and Purchaser desires to buy the Property from Seller on and subject to the terms, provisions and conditions contained in this Agreement;

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the mutual covenants and agreements set forth hereinafter, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree as follows:



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AGREEMENT

- 1. PURCHASE AND SALE.** Seller agrees to sell the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller on and subject to the terms, provisions and conditions contained in this Agreement.
- 2. PURCHASE PRICE.** The purchase price ("Purchase Price") for the Property shall be _____ (\$_____.00). The Purchase Price shall be paid as follows:
 - (a) The Earnest Money as defined hereinafter together shall be credited towards the Purchase Price at Closing; and
 - (b) The balance of the Purchase Price shall be paid in cash or other immediately available funds on the Closing Date, subject to adjustments as provided herein.
- 3. EARNEST MONEY.** Within five (5) days following the Effective Date, Purchaser shall deposit in the trust account of McCollum and Rawlins, LLP, 337 East Jackson St., Thomasville, GA 31792 (the "Escrow Agent"), the sum of _____ (\$_____.00) as earnest money (the "Earnest Money"). The Earnest Money shall be held and disbursed pursuant to the respective terms and provisions hereof. At Closing, the Earnest Money shall be applied against the Purchase Price. Whenever the Earnest Money is by the terms hereof to be disbursed by Escrow Agent, Seller and Purchaser agree promptly to execute and deliver such notice or notices as shall be necessary or, in the opinion of Escrow Agent, appropriate to authorize Escrow Agent to make such disbursement.



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AGREEMENT CONTINUED

- 4. WARRANTY OF TITLE.** Seller warrants to Purchaser that, Seller owns fee simple title to the Property and agrees to convey to Purchaser at Closing good and marketable fee simple title to the Property by general warranty deed, free and clear of all liens and encumbrances except for the following matters (together, the “Permitted Exceptions”): (i) easements for public utilities visible or of record, if any, ; (ii) 2016 ad valorem taxes and special assessments not yet due and payable with respect to such property which shall be prorated between the parties; (iii) zoning ordinances; (iv) restrictions of record; and(v) such other matters as may be expressly permitted by Purchaser in writing or waived pursuant to Paragraph 5 of this Agreement. “Good and marketable fee simple title” shall mean fee simple title as to which a title insurance company licensed to do business in the State of Georgia will issue a standard form of ALTA owner’s policy of title insurance (ALTA Form B-1992) at normal rates without exception for any items, other than the Permitted Exceptions. Seller shall not further encumber the Property after the date of this Agreement.
- 5. TITLE EXAMINATION.** Purchaser shall have until the date thirty (30) days following the Effective Date in which to examine title to the property and in which to give Seller written notice of objections affecting the ability of Seller to convey good and marketable fee simple title to the Property (the “Title Objection Notice”).



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AGREEMENT CONTINUED

Seller agrees to remove any monetary liens against the Property, and use commercially reasonable efforts to satisfy or cause to be satisfied all valid title objections contained in the Title Objection Notice on or before the Closing Date. If Seller fails to satisfy or cause to be satisfied all valid title objections on or before the Closing Date, Purchaser, at Purchaser's election, may either: (i) terminate this Agreement by written notice, whereupon the Escrow Agent shall return the Earnest Money to Purchaser and this Agreement shall be null, void and of no further force or effect as of the date of such written notice, and the parties shall have no further rights or obligations hereunder; or (ii) waive such title objections and consummate the Closing; or (iii) postpone the Closing for a reasonable time (up to thirty (30) days) to allow Seller additional time to remedy said title objections, and if thereafter Seller is still unable to remedy said title objections, at that time Purchaser may elect either (i) or (ii). For purposes of this Paragraph 5, a "valid title objection" shall mean an objection to a matter affecting title (including any matters shown on a survey of the Property) other than the Permitted Exceptions.

6. AS IS PURCHASE. The Purchaser acknowledges this purchase is "as is" and no warranty is being made by Seller as to the condition of the property or its fitness for a particular purpose.



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AGREEMENT CONTINUED

7. CLOSING. The sale and purchase of the Property shall be closed (“Closing”) on or before January 27, 2017 (the “Closing Date”) at the offices of the Escrow Agent listed above, or such other date and at such other time as the parties hereto may mutually agree.

At the Closing, Seller shall convey to Purchaser good and marketable fee simple title to the Property by general warranty deed free of all liens, encumbrances and other matters except for the Permitted Exceptions.

Possession of the Property shall be given to Purchaser at Closing. Real property ad valorem taxes affecting the Property shall be prorated so that Seller shall bear all such taxes for the period from January 1 of the calendar year in which the Closing occurs through and including the Closing Date, and Purchaser shall bear all such taxes for the period from and after the Closing Date through December 31 of the calendar year in which the Closing occurs. If the amount of such taxes is undetermined on the Closing Date, the proration shall be based upon the prior year’s tax bills.

At the Closing, in addition to any documents as may be contemplated by this Agreement, the parties shall execute such other documents as may be reasonably required by Purchaser, Seller or Purchaser’s attorney or Seller’s attorney or title insurance company to close this transaction in accordance with the terms, provisions and conditions set forth in this Agreement, including, but not limited to the following (which shall be executed by Seller):

- (a) A certificate with respect to Section 1445 of the Internal Revenue Code of 1954, as amended, stating, among other things, that Seller is not a foreign corporation or non-resident alien, as defined therein and regulations issued pursuant thereto (Seller hereby acknowledges that based upon such certificate, Purchaser may be required by law to withhold a portion of the purchase price and remit the same to the Internal Revenue Service); and
- (b) An affidavit of Seller’s Residence, Affidavit of Seller’s Gain or other documents to comply with O.C.G.A. §48-7-128. (Seller hereby acknowledges that, based upon such documents, Seller may be required by law to withhold a portion of the Purchase Price and remit the same to the State of Georgia);
- (c) A title affidavit in the form reasonably requested by Purchaser’s attorney;
- (d) A general warranty deed;
- (e) Evidence in form and substance reasonably satisfactory to Purchaser that Seller has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property.



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AGREEMENT CONTINUED

- 8. SURVEY.** A new boundary survey will be obtained prior to Closing for all properties and shall be done at Buyer's expense. The total purchase price (herein "Purchase Price") which Buyer shall pay to Seller for the Subject Property shall be the product of \$_____ per acre times the number of full and any fractional acres (prorated to 1/10th of an acre) contained in the Subject Property as established pursuant to the new boundary survey.
- 9. CLOSING COSTS.** At Closing, Purchaser shall pay all closing costs.
- 10. EXISTING TENANTS.** NONE
- 11. CONSERVATION USE COVENANT:** Purchaser and Seller acknowledge that the Real Property is currently enrolled in the bona fide conservation use protective covenant pursuant OCGA 48-5-7.4 with applications filed with the Brooks County Tax Assessor and recorded among the deed records (the "Tax Covenants"). The Purchaser agrees to maintain, re-enroll and continue the Tax Covenants to avoid any resulting penalties due to a breach of the Tax Covenants. The Purchaser shall be responsible for any penalties associated with breaching the Tax Covenants as a result of the Purchaser's not maintaining and continuing the Tax Covenants or failing to qualify to continue the Tax Covenants and the Purchaser agrees to and shall indemnify and hold the Seller harmless for any breach of the Tax Covenant, which occurred before the date of Closing. The requirements and indemnities of this section shall be contained in the Warranty Deed.
- 12. CONDEMNATION.** If prior to Closing all or any portion of the Property all or any portion thereof is condemned or threatened to be condemned through the exercise of the power of eminent domain, Purchaser, at Purchaser's election, may either (i) terminate this Agreement by written notice to Seller whereupon the Escrow Agent shall return the Earnest Money to Purchaser and this Agreement shall be null, void and of no further force or effect as of the date of such written notice; or (ii) waive the right to terminate this Agreement pursuant to this Paragraph 10 because of said condemnation, receive any condemnation proceeds paid or payable because of said condemnation and proceed as otherwise provided in this Agreement.



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AGREEMENT CONTINUED

13. REMEDIES. In the event Seller fails or refuses to timely comply with Seller's obligations hereunder, Purchaser may in Purchaser's sole and absolute discretion, elect one of the following options: (1) to terminate this Agreement by giving Seller timely written notice of such election prior to or at Closing, and thereupon this Agreement shall terminate, and Purchaser shall be entitled to the return of the Earnest Money and all earnings thereon, and Seller and Purchaser shall be relieved and released of all further obligations, claims and liabilities hereunder; or (2) to waive, prior to or at Closing, as applicable, the applicable objection or condition and proceed to close the transaction contemplated hereby in accordance with the remaining terms hereof; or (3) to enforce specific performance of Seller's obligations hereunder. If Purchaser fails or refuses to timely comply with Purchaser's obligations hereunder, Seller may, as its sole remedy, terminate this Agreement and retain the Earnest Money and all earnings thereon. Notwithstanding the foregoing, the parties hereto acknowledge that it is impossible to more precisely estimate the damages to be suffered by Seller upon Purchaser's default, and the parties expressly acknowledge that the retention of the Earnest Money is intended not as a penalty, but as full liquidated damages, as permitted by O.C.G.A. Sec. 13-6-7. The parties further acknowledge that the Earnest Money as the stipulated sum of liquidated damages is a reasonable pre-estimate of the probable loss resulting from such a default.

14. CONTINGENCIES. In addition to other conditions set forth in this Agreement, Purchaser's obligation to purchase the Property shall be subject to and contingent upon the following conditions precedent, any or all of which Purchaser may waive by written notice only:

- (a) Seller's delivery of good and marketable fee simple title to the Property on the Closing Date subject only to permitted exceptions established pursuant to Paragraph 4 above.
- (b) Seller shall not cut any timber on the property after the execution of this Agreement. Unless specifically stated otherwise as to the time for expiration of the contingency, if any contingency set forth above is not waived or satisfied on or before the Closing Date, then this Agreement shall become null and void and the Escrow Agent shall return the Earnest Money to Purchaser and thereafter neither party shall have any further obligations hereunder.



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AGREEMENT CONTINUED

- 15. RISK OF LOSS/SALVAGE.** Until Closing, risk of loss to the Property shall be upon Seller. If the Property is damaged by fire or other casualty prior to the Closing, Purchaser shall have the option of taking the Property “as is,” together with any insurance proceeds payable by virtue of such loss or damage, or of terminating this Agreement and receiving a refund of the Earnest Money.
- 16. ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes all prior discussions and agreements between the parties with respect to the sale and purchase of the Property. This Agreement contains the sole and entire understanding between the parties with respect to the transactions contemplated by this Agreement, and all promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are merged into this Agreement. This Agreement shall not be modified or amended in any respect except by written instrument executed by or on behalf of the parties in the same manner as this Agreement is executed, and specifically referencing such a modification or amendment.
- 17. SURVIVAL.** Except as set forth herein, the provisions of this Agreement shall not survive the Closing, but shall merge into the documents to be executed and delivered at Closing.
- 18. BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, administrators, executors and assigns.
- 19. SEVERABILITY.** In the event any provision or portion of this Agreement is held by any Court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.



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AGREEMENT CONTINUED

20. NOTICES. All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered by hand, or facsimile with confirmation provided the same is immediately followed up with another acceptable method of delivery, or by overnight delivery or registered mail to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered effectively given (a) on the date of delivery, if delivered by hand; (b) on the date of transmission, if sent by electronic transfer device, or (c) on the date mailed if sent by overnight express delivery or if sent by U.S. mail. Such notices shall be deemed received (i) on the date of delivery, if delivered by hand or overnight express delivery service; (ii) on the date of transmission, if sent by facsimile with printed confirmation of delivery; or (iii) on the date indicated on the return receipt if mailed. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any party may from time to time and at any time change its address for notices hereunder. Legal counsel for the respective parties may send to the other party any notices, requests, demands or other communications required or permitted to be given hereunder by such party.

• **To Purchaser:** _____

• **To Seller:** Varnedoe Properties, LLC
1308 Lovers Lane, Thomasville, GA 31792, (229) 226-0095

• **To Broker:** The Wright Group
Ben W. McCollum, Broker, Eric J. McCollum, Associate
120 East Jackson Street, Thomasville, GA 31792
(229) 226-2564 office, (800) 428-0435 fax, mccollum@wrightbroker.com



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CREEKLAND FARMS

AGREEMENT CONTINUED

- 21. TIME OF ESSENCE.** Time is and shall be of the essence in this Agreement. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a day other than a business day (i.e. a day other than (i) Monday through Friday, or (ii) bank holidays and legal holidays recognized by the State of Georgia), then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.
- 22. APPLICABLE LAW.** This Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the State of Georgia.
- 23. FACSIMILE-EMAIL COUNTERPARTS.** This Agreement may be executed by facsimile or email and the printed product of such transmission shall constitute an original of this Agreement. This Agreement may be executed and delivered in any number of counterparts, each of which, when so executed and delivered, shall be and constitute an original and one and the same document.
- 24. ASSIGNMENT.** Purchaser may assign any of Purchaser's rights hereunder or any part thereof to any person, firm, partnership, corporation or other entity which is affiliated with Purchaser, provided that the Purchaser has given written notice to the Seller of such assignment. From and after the Contract Date, Seller shall not, without the prior written consent of Purchaser, which consent Purchaser may withhold in its sole discretion, assign, transfer, convey, hypothecate or otherwise dispose of all or any part of its right, title and interest in the Property.
- 25. NO WAIVER.** Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.
- 26. FURTHER ASSURANCES.** At Closing, and from time to time thereafter, Seller shall do all such additional and further acts, and shall execute and deliver all such additional and further deeds, affidavits, instruments, certificates and documents as Purchaser may reasonably request in order to effectuate the purchase and sale of the Property as contemplated in this Agreement.



THE WRIGHT GROUP

CREEKLAND FARMS

AGREEMENT CONTINUED

27. EFFECTIVE DATE AND SIGNATURE. This Agreement shall become effective on the last day it is signed by both parties.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement as of the date first set forth above.

PURCHASER:

By: _____

Name:

SELLER:

Varnedoe Properties, LLC

By: _____

Varnedoe Properties, LLC

EXHIBIT A

NEW SURVEY TO BE ATTACHED

EXHIBIT B

NEW LEGAL DESCRIPTION