

LAND PURCHASE AND SALE AGREEMENT

Offer Date: September 2, 2020

2020 Printing

A. KEY TERMS AND CONDITIONS

1. Purchase and Sale. The undersigned buyer(s) ("Buyer") agree to buy and the undersigned seller(s) ("Seller") agree to sell the real property described below including all fixtures, improvements and landscaping therein ("Property") on the terms and conditions set forth in this Agreement.

a. Property Identification: Address: 1324 Cooper Road, et al

City Summerville, County Chattooga, Georgia, Zip Code 30747

MLS Number: 6755701 Tax Parcel I.D. Number: 0001400000065

b. Legal Description: The legal description of the Property is [select one of the following below]:

☐ (1) attached as an exhibit hereto;

☐ (2) the same as described in Deed Book 542, Page 223, et. seq., of the land records of the above county; **OR**

☒ (3) Land Lot(s) 169,170,190,191 of the 13 District, _____ Section/ GMD, Lot _____, Block _____, Unit _____, Phase/Section _____ of _____ Subdivision/Development, according to the plat recorded in Plat Book _____, Page _____, et. seq., of the land records of the above county.

2. Acreage. A Controlling Survey of the Property will be obtained by ☐ Buyer **OR** ☐ Seller and paid for by ☐ Buyer **OR** ☐ Seller.

3. Purchase Price of Property to be Paid by Buyer.

\$ 2,500,000.00 **OR**
\$ _____ per acre. If
price is per acre, Seller's estimate of acreage is _____ acres.

4. Closing Costs.

Seller's Contribution at Closing:
\$ 0.00

5. Closing Date and Possession.

Closing Date shall be November 15, 2020 with possession of the Property transferred to Buyer at

☒ Closing **OR** ☐ _____ days after Closing at _____ o'clock ☐ AM ☐ PM (attach F219 Temporary Occupancy Agreement).

6. Holder of Earnest Money ("Holder"). (If Holder is Closing Attorney, F510 must be attached as an exhibit hereto, and F511 must be signed by Closing Attorney.)

Morris, Manning & Martin, LLP

7. Closing Attorney/Law Firm.

Morris, Manning & Martin, LLP

8. Earnest Money. Earnest Money shall be paid by ☐ check ☐ cash or ☒ wire transfer of immediately available funds as follows:

☐ a. \$ _____ as of the Offer Date.

☒ b. \$ 25,000.00 within 3 days from the Binding Agreement Date.

☐ c. _____

9. Inspection and Due Diligence.

a. Due Diligence Period: Property is being sold subject to a Due Diligence Period of 45 days from the Binding Agreement Date.

b. Option Payment for Due Diligence Period: In consideration of Seller granting Buyer the option to terminate this Agreement, Buyer:

(1) has paid Seller \$10.00 in nonrefundable option money, the receipt and sufficiency of which is hereby acknowledged; plus

(2) shall pay Seller additional option money of \$ 0.00 by ☐ check or ☐ wire transfer of immediately available funds either ☐ as of the Offer Date; **OR** ☐ within _____ days from the Binding Agreement Date. Any additional option money paid by Buyer to Seller ☐ shall (subject to lender approval) or ☐ shall not be applied toward the purchase price at closing and shall not be refundable to Buyer unless the closing fails to occur due to the default of the Seller.

10. Property is currently zoned A5 under the applicable zoning ordinances of Chattooga
City/County

11. Assignment. Buyer ☐ shall **OR** ☒ shall not have the right to assign this Agreement; **OR** ☐ shall have the right to Assign this Agreement only to a legal entity in which Buyer owns at least a 25% interest.

12. Brokerage Relationships in this Transaction.**a. Selling Broker is** CKE Realty Services, LLC **and is:**

- (1) ☐ representing Buyer as a client.
(2) ☐ working with Buyer as a customer.
(3) ☐ acting as a dual agent representing Buyer and Seller.
(4) ☐ acting as a designated agent where:

_____ has been assigned to exclusively represent Buyer.

b. Listing Broker is CKE Realty Services, LLC. **and is:**

- (1) ☒ representing Seller as a client.
(2) ☐ working with Seller as a customer.
(3) ☐ acting as a dual agent representing Buyer and Seller.
(4) ☐ acting as a designated agent where:

_____ has been assigned to exclusively represent Seller.

c. Material Relationship Disclosure: The material relationships required to be disclosed by either Broker are as follows:

N/A

13. Time Limit of Offer. The Offer set forth herein expires at 5 o'clock p.m. on the date September 5, 2020.Buyer(s) Initials LOGSSeller(s) Initials MP**B. CORRESPONDING PARAGRAPHS FOR SECTION A****1. Purchase and Sale.**

- a. Warranty:** Seller warrants that at the time of closing Seller will convey good and marketable title to said Property by limited warranty deed subject only to: (1) zoning; (2) general utility, sewer, and drainage easements of record as of the Binding Agreement Date and upon which the improvements do not encroach; (3) declarations of condominium and declarations of covenants, conditions and restrictions of record on the Binding Agreement Date; and (4) leases and other encumbrances specified in this Agreement. Buyer agrees to assume Seller's responsibilities in any leases specified in this Agreement.
- b. Examination:** Buyer may examine title and obtain a survey of the Property and furnish Seller with a written statement of title objections at or prior to the closing. If Seller fails or is unable to satisfy valid title objections at or prior to the closing or any unilateral extension thereof, which would prevent the Seller from conveying good and marketable title to the Property, then Buyer, among its other remedies, may terminate the Agreement without penalty upon written notice to Seller. Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Georgia will insure at its regular rates, subject only to standard exceptions.
- c. Title Insurance:** Buyer hereby directs any mortgage lender involved in this transaction to quote the cost of title insurance based upon the presumption that Buyer will be obtaining an enhanced title insurance policy since such a policy affords Buyer greater coverage

2. Acreage. Buyer or Seller can terminate this Agreement if the Seller's estimate of the total acreage to be sold to Buyer is at least 15% more or less than the estimate.

3. Purchase Price to be Paid by Buyer. The Purchase Price shall be paid in U.S. Dollars at closing by wire transfer of immediately available funds, or such other form of payment acceptable to the closing attorney. If the Purchase Price is stated as a price per acre, the acreage shall be determined by a survey obtained in the accordance with the procedure below ("Controlling Survey"). The total purchase price shall be determined by multiplying the total number of acres, to the nearest one one-thousandth of an acre as determined by a survey prepared by a registered Georgia surveyor. In the event the Seller is in possession of a survey, to which Buyer agrees in writing shall constitute the Controlling Survey, then said survey be controlling as the exact amount of the acreage being purchased and sold herein. If no survey exists or the existing survey is not acceptable, then a new survey shall be prepared. If there are no objections to the new survey, then the new survey shall be the Controlling Survey to determine the acreage being purchased and sold herein. If there is a dispute by either party regarding the new survey, the dispute shall be resolved in accordance with the Survey Resolution Exhibit attached hereto.

Buyer warrants that Buyer will have sufficient cash at closing, will allow Buyer to complete the purchase of Property. Buyer does not need to sell or lease other real property in order to complete the purchase of Property.

4. Closing Costs and Prorations.

- a. Seller's Contribution at Closing:** At closing, Seller shall make the referenced Seller's Monetary Contribution which Buyer may use to pay any cost or expense of Buyer related to this transaction. Buyer acknowledges that Buyer's mortgage lender(s) may not allow the Seller's Monetary Contribution, or the full amount thereof, to be used for some costs or expenses. In such event, any unused portion of the Seller's Monetary Contribution shall remain the property of the Seller. The Seller shall pay the fees and costs of the closing attorney: (1) to prepare and record title curative documents and (2) for Seller not attending the closing in person.
- b. Items Paid by Buyer:** At closing, Buyer shall pay: (1) Georgia property transfer tax; (2) the cost to search title and tax records and prepare the limited warranty deed; and (3) all other costs, fees and charges to close this transaction, except as otherwise provided herein.
- c. Prorations:** Ad valorem property taxes, community association fees, solid waste and governmental fees and utility bills for which service cannot be terminated as of the date of closing shall be prorated as of the date of closing. In the event ad valorem property taxes are based upon an estimated tax bill or tax bill under appeal, Buyer and Seller shall, upon the issuance of the actual tax bill or the appeal being resolved, promptly make such financial adjustments between themselves as are necessary to correctly prorate the tax bill. In the event there are tax savings resulting from a tax appeal, third party professional costs to handle the appeal may be deducted from the savings for that tax year before re-prorating. Any pending tax appeal for the year in which the Property is sold shall be deemed assigned to Buyer at closing.

5. Closing Date and Possession.

a. Right to Extend the Closing Date: Buyer or Seller may unilaterally extend the closing date for eight (8) days upon notice to the other party given prior to or on the date of closing if: (1) Seller cannot satisfy valid title objections (excluding title objections that: (a) can be satisfied through the payment of money or by bonding off the same; and (b) do not prevent Seller from conveying good and marketable title, as that term is defined herein, to the Property); (2) Buyer's mortgage lender (even in "all cash" transactions) or the closing attorney is delayed and cannot fulfill their respective obligations by the date of closing, provided that the delay is not caused by Buyer; or (3) Buyer has not received required estimates or disclosures and Buyer is prohibited from closing under federal regulations. The party unilaterally extending the closing date shall state the basis for the delay in the notice of extension. If the right to unilaterally extend the closing date is exercised once by either the Buyer or Seller, the right shall thereafter terminate.

b. Keys and Openers: At Closing, Seller shall provide Buyer with all keys, door openers, codes and other similar equipment pertaining to the Property.

6. Holder of Earnest Money. The earnest money shall be deposited into Holder's escrow/trust account (with Holder being permitted to retain the interest if the account is interest bearing) not later than: (a) five (5) banking days after the Binding Agreement Date hereunder or (b) five (5) banking days after the date it is actually received if it is received after the Binding Agreement Date. If Buyer writes a check for earnest money and the same is deposited into Holder's escrow/trust account, Holder shall not return the earnest money until the check has cleared the account on which the check was written. In the event any earnest money check is dishonored by the bank upon which it is drawn, or earnest money is not timely paid, Holder shall promptly give notice of the same to Buyer and Seller. Buyer shall have three (3) banking days from the date of receiving the notice to cure the default and if Buyer does not do so, Seller may within seven (7) days thereafter terminate this Agreement upon notice to Buyer. If Seller fails to terminate the Agreement timely, Seller's right to terminate based on the default shall be waived.

7. Closing Attorney/Law Firm. Buyer shall have the right to select the closing attorney to close this transaction, and hereby selects the closing attorney referenced herein. In all cases where an individual closing attorney is named in this Agreement but the closing attorney is employed by or an owner, shareholder, or member in a law firm, the law firm shall be deemed to be the closing attorney. If Buyer's mortgage lender refuses to allow that closing attorney to close this transaction, Buyer shall select a different closing attorney acceptable to the mortgage lender. The closing attorney shall represent the mortgage lender in any transaction in which the Buyer obtains mortgage financing (including transactions where the method of payment referenced herein is "all cash"). In transactions where the Buyer does not obtain mortgage financing, the closing attorney shall represent the Buyer.

8. Earnest Money.

a. Entitlement to Earnest Money: Subject to the paragraph below, Buyer shall be entitled to the earnest money upon the: (1) failure of the parties to enter into a binding agreement; (2) failure of any unexpired contingency or condition to which this Agreement is subject; (3) termination of this Agreement due to the default of Seller; or (4) termination of this Agreement in accordance with a specific right to terminate set forth in the Agreement. Otherwise, the earnest money shall be applied towards the purchase price of the Property at closing or if other funds are used to pay the purchase price then the earnest money shall be returned to Buyer.

b. Disbursement of Earnest Money: Holder shall disburse the earnest money upon: (1) the closing of Property; (2) a subsequent written agreement of Buyer and Seller; (3) an order of a court or arbitrator having jurisdiction over any dispute involving the earnest money; or (4) the failure of the parties to enter into a binding agreement (where there is no dispute over the formation or enforceability of the Agreement). In addition, Holder may disburse the earnest money upon a reasonable interpretation of the Agreement, provided that Holder first gives all parties at least ten (10) days notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to Holder within the ten (10) day notice period. Objections not timely made in writing shall be deemed waived. If Holder receives an objection and, after considering it, decides to disburse the earnest money as originally proposed, Holder may do so and send notice to the parties of Holder's action. If Holder decides to modify its proposed disbursement, Holder shall first send a new ten (10) day notice to the parties stating the rationale for the modification and to whom the disbursement will now be made. Holder shall disburse the earnest money to Seller by check in the event Holder: (1) makes a reasonable interpretation of the Agreement that the Agreement has been terminated due to Buyer's default; and (2) sends the required ten (10) day notice of the proposed disbursement to Buyer and Seller. The above-referenced check shall constitute liquidated damages in full settlement of all claims of Seller against Buyer and the Brokers in this transaction. Holder may require Seller to sign a W-9 before issuing a check to Seller for liquidated damages of \$600 or more. Such liquidated damages are a reasonable pre-estimate of Seller's actual damages, which damages the parties agree are difficult to ascertain and are not a penalty.

c. Interpleader: If an earnest money dispute cannot be resolved after a reasonable time, Holder may interplead the earnest money into a court of competent jurisdiction if Holder is unsure who is entitled to the earnest money. Holder shall be reimbursed for and may deduct its costs, expenses and reasonable attorney's fees from any funds interpleaded. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees, court costs and the amount deducted by Holder to cover Holder's costs and expenses from the non-prevailing defendant.

d. Hold Harmless: All parties hereby covenant and agree to: (1) indemnify and hold Holder harmless from and against all claims, injuries, suits and damages arising out of the performance by Holder of its duties; (2) not to sue Holder for any decision of Holder to disburse earnest money in accordance with this Agreement.

9. Inspection and Due Diligence.

a. Right to Inspect Property: Upon prior notice to Seller, Buyer and/or Buyer's representatives shall have the right to enter the Property at Buyer's expense and at reasonable times (including immediately prior to closing) to inspect, examine, test, appraise and survey Property. Seller shall cause all utilities, systems and equipment to be on so that Buyer may complete all inspections. Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries and damages relating to the exercise of these rights and shall promptly restore any portion of the Property damaged or disturbed from testing or other evaluations to a condition equal to or better than the condition it was in prior to such testing or evaluation. If Buyer is concerned that the Property may have been used as a laboratory for the production of methamphetamine, or as a dumpsite for the same, Buyer should review the National Clandestine Laboratory Register – Georgia at www.dea.gov.

- b. Duty to Inspect Neighborhood:** In every neighborhood there are conditions which different buyers may find objectionable. Buyer shall have the sole duty to become familiar with neighborhood conditions that could affect the Property such as landfills, quarries, power lines, airports, cemeteries, prisons, stadiums, odor and noise producing activities, crime and school, land use, government and transportation maps and plans. It shall be Buyer's sole duty to become familiar with neighborhood conditions of concern to Buyer. **If Buyer is concerned about the possibility of a registered sex offender residing in a neighborhood in which Buyer is interested, Buyer should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation Website at www.gbi.georgia.gov.**
- c. Warranties Transfer:** Seller agrees to transfer to Buyer, at closing, subject to Buyer's acceptance thereof (and at Buyer's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Buyer.
- d. Property Sold "As-Is" Unless this Agreement is Subject to Due Diligence Period:**
- (1) **General:** Unless the Property is being sold subject to a Due Diligence Period referenced herein, the Property shall be sold "as-is" with all faults. Even if the Property is sold "as-is" Seller is required under Georgia law to disclose to the Buyer latent or hidden defects in the Property which Seller is aware and which could not have been discovered by the Buyer upon a reasonable inspection of the property. The inclusion of a Due Diligence Period herein shall: (a) during its term make this Agreement an option contract in which Buyer may decide to proceed or not proceed with the purchase of the Property for any or no reason; and (b) be an acknowledgement by Seller that Buyer has paid separate valuable consideration of \$10 for the granting of the option.
 - (2) **Purpose of Due Diligence Period:** During the Due Diligence Period, Buyer shall determine whether or not to exercise Buyer's option to proceed or not proceed with the purchase of the Property. If Buyer has concerns with the Property, Buyer may during the Due Diligence Period seek to negotiate an amendment to this Agreement to address such concerns.
 - (3) **Notice of Decision Not To Proceed:** Buyer shall have elected to exercise Buyer's option to purchase the Property unless prior to the end of any Due Diligence Period, Buyer notifies Seller of Buyer's decision not to proceed by delivering to Seller a notice of termination of this Agreement. In the event Buyer does not terminate this Agreement prior to the end of the Due Diligence Period, then: (a) Buyer shall have accepted the Property "as-is" subject to the terms of this Agreement; and (b) Buyer shall no longer have any right to terminate this Agreement based upon the Due Diligence Period.
- e. Repairs:** All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to closing.
- f. Due Diligence Materials:** Seller shall provide to the Buyer within five (5) days from the Binding Agreement Date, the items below, if available, pertaining to the Property (hereinafter collectively referred to as "Due Diligence Materials").
- (1) **Tax and Title:**
 - i. Most recent Property tax assessments and tax bills.
 - ii. The most recent title insurance policy insuring the Property, including complete and legible copies of all documents (whether or not recorded) which are referenced as title exceptions.
 - iii. The most recent ALTA (American Land Title Association) survey of the Property, or if such a survey is not available, the most recent survey of the Property prepared by a licensed Georgia surveyor.
 - iv. A list of special assessment districts in which the Property is located and the schedule of unpaid or pending assessments – if any.
 - v. A schedule of impact fees paid or owed on the Property, if any.
 - (2) **Environmental and Assessments:**
 - i. All soil reports covering the Property or any portion thereof.
 - ii. All cruise reports of existing timber on the Property.
 - iii. All environment (hazardous substances), engineering, physical inspection, marketing and feasibility studies, assessments and reports, including wetlands reports.
 - (3) **Leases:**

An executed copy of every lease of or affecting the Property or any portion thereof.
 - (4) **Miscellaneous:**
 - i. A schedule of management fees due in connection with any agreements pertaining to the Property.
 - ii. All municipal, county, state or federal permits, licenses and authorizations affecting the use, operation, and maintenance of the Property."

10. Sellers Warranties and Representations. Except to the extent provided in Exhibit - _____ to this Agreement, Seller warrants as follows:

- a. Authority.** Seller has the right, power and authority to enter into this Agreement and to convey Property in accordance with the terms and conditions of this Agreement; and the persons executing this Agreement on behalf of Seller have been duly and validly authorized by Seller to execute and deliver this Agreement and have the right, power and authority to enter into this Agreement and bind Seller.
- b. Bankruptcy.** Seller represents and warrants that Seller is solvent and has not made a general assignment for the benefit of creditors or been adjudicated as bankrupt or insolvent, nor has a receiver, liquidator or trustee of Seller or any of its respective properties (including Property) been appointed or a petition filed by or against Seller for bankruptcy, reorganization or arrangement pursuant to the Federal Bankruptcy Act or any similar federal or state statute, or any proceeding instituted for the dissolution or liquidation of Seller.
- c. Condemnation.** Seller has not been notified that any condemnation or other taking by eminent domain of Property or any portion thereof has been instituted and, to the best of Seller's knowledge, there are no pending or threatened condemnation or eminent domain proceedings (or proceedings in the nature or in lieu thereof) affecting Property or any portion thereof or its use.

- d. Hazardous Substances.** To the best of Seller's knowledge, (1) no "hazardous substances", as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act, and the rules and regulations promulgated pursuant thereto, or any other pollutants, toxic materials, or contaminants have been or shall prior to closing be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape on Property in violation of applicable law; (2) no underground storage tanks are located on the Property or were located on the Property and subsequently removed or filled; (3) Property has not previously been used as a gas station, cemetery, landfill, or as a dump for garbage or refuse; and (4) Property has not previously been and is not currently listed on the Georgia Environmental Protection Division Hazardous Site. Seller has not received any notice or demand from any governmental or regulatory agency or authority requiring Seller to remove any hazardous substances or contaminants or toxic materials from Property.
- e. Leases.** Other than those leases provided by Seller to Buyer as part of the Due Diligence Materials, there are no other leases of or affecting the Property or any portion thereof and Seller will not enter into any new leases without the written permission of Buyer.
- f. No Litigation.** There are no actions, suits, or proceedings pending or, to the best of Seller's knowledge, threatened by any organization, person, individual, or governmental agency against Seller with respect to Property or against Property, or with respect thereto, nor does Seller know of any basis for such action. Seller also has no knowledge of any currently pending application for changes in the zoning applicable to Property or any portion thereof.
- g. Pre-Existing Right to Acquire.** No person or entity has any right or option to acquire Property or any portion thereof, which will have any force of effect after execution hereof, other than Buyer.
- h. Proceedings Affecting Access.** Seller has not been notified that there are any pending proceedings that could have the effect of impairing or restricting access between Property and adjacent public roads and, to the best of Seller's knowledge, no such proceedings are pending or threatened.
- i. Violations.** To the best of Seller's knowledge, there are no violations of laws, municipal or county ordinances or other legal requirements with respect to Property (excluding any improvements constructed thereon).

11. Assignment. In the event Buyer has the right to assign this Agreement, the assignment shall not release Buyer of any of its obligations or liabilities hereunder. Notice of such assignment shall be provided to Seller at least five (5) days prior to Closing.

12. Brokerage Relationships in this Transaction.

- a. Agency Disclosure:** No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.;
- (1) No Agency Relationship:** Buyer and Seller acknowledge that, if they are not represented by Brokers in a client relationship, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party.
- (2) Consent to Dual Agency:** If Broker is acting as dual agent in this transaction, Buyer and Seller consent to the same and acknowledge having been advised of the following:
- i. Dual Agency Disclosure:** *[Applicable only if Broker is acting as a dual agent in this transaction.]*
- (a) As a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
- (b) Broker will disclose all adverse material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from each client which is not otherwise required to be disclosed by law;
- (c) Buyer and Seller do not have to consent to dual agency and the consent of Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
- (d) Notwithstanding any provision to the contrary contained herein Buyer and Seller each hereby direct Broker while acting as a dual agent to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.
- ii. Designated Agency Disclosure:** If Broker in this transaction is acting as a designated agent, Buyer and Seller consent to the same and acknowledge that each designated agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other designated agent.
- b. Brokerage:** Seller has agreed to pay Listing Broker(s) a commission pursuant to a separate brokerage engagement agreement entered into between the parties and incorporated herein by reference ("Listing Agreement"). The Listing Broker has agreed to share that commission with the Selling Broker. The closing attorney is hereby authorized and directed to pay the Broker(s) at closing, their respective portions of the commissions out of the proceeds of the sale. If the sale proceeds are insufficient to pay the full commission, the party owing the commission shall pay any shortfall at closing. The acceptance by the Broker(s) of a partial real estate commission at the closing shall not relieve the party owing the same from paying the remainder after the closing (unless the Broker(s) have expressly and in writing agreed to accept the amount paid in full satisfaction of the Broker(s) claim to a commission). The Brokers herein are signing this Agreement to reflect their role in this transaction and consent to act as Holder if either of them is named as such. This Agreement and any amendment thereto shall be enforceable even without the signature of any Broker referenced herein.

c. Disclaimer: Buyer and Seller have not relied upon any advice or representations of Brokers other than what is included in this Agreement. Brokers shall have no duty to inspect the Property or to advise Buyer or Seller on any matter relating to the Property which could have been revealed through a survey, appraisal, title search, Official Georgia Wood Infestation Report, utility bill review, septic system inspection, well water test, tests for radon, asbestos, mold, methamphetamine, and lead-based paint; moisture test of stucco or synthetic stucco, inspection of the Property by a professional, construction expert, structural engineer or environmental engineer; review of this Agreement and transaction by an attorney, financial planner, mortgage consultant or tax consultant; and consulting appropriate governmental officials to determine, among other things and without limitation, the zoning of Property, whether any condemnation action is pending or has been filed or other nearby governmental improvements are planned. Buyer and Seller acknowledge that Broker does not perform or have expertise in any of the above tests, inspections, and reviews or in any of the matters handled by the professionals referenced above. Buyer and Seller should seek independent expert advice regarding any matter of concern to them relative to the Property and this Agreement. Buyer and Seller acknowledge that Broker shall not be responsible to monitor, supervise, or inspect any construction or repairs to Property and such tasks clearly fall outside the scope of real estate brokerage services. If Broker has written any special stipulations herein, the party for whom such special stipulations were written: a) confirms that each such stipulation reflects the party's complete understanding as to the substance and form of the special stipulations; b) hereby adopts each special stipulation as the original work of the party; and c) hereby agrees to indemnify and hold Broker who prepared the stipulation harmless from any and all claims, causes of action, suits, and damages arising out of or relating to such special stipulation. Buyer acknowledges that when and if Broker answers a question of Buyer or otherwise describes some aspect of the Property or the transaction, Broker is doing so based upon information provided by Seller rather than the independent knowledge of Broker (unless Broker makes an independent written disclosure to the contrary).

13. Time Limit of Offer. The Time Limit of the Offer shall be the date and time referenced herein when the Offer expires unless prior to that date and time both of the following have occurred: (a) the Offer has been accepted by the party to whom the Offer was made; and (b) notice of acceptance of the Offer has been delivered to the party who made the Offer.

C. OTHER TERMS AND CONDITIONS

1. Notices.

- a. Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.
- b. Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein). Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).
- c. When Broker Authorized to Accept Notice for Client:** Except where the Broker is acting in a dual agency capacity, the Broker and any affiliated licensee of the Broker representing a party in a client relationship shall be authorized agents of the party and notice to any of them shall for all purposes herein be deemed to be notice to the party. Notice to an authorized agent shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the notice provisions herein). Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker or the Broker's affiliated licensees are authorized to receive notices delivered by a Delivery Service. The Broker, the Broker's staff and the affiliated licensees of the Broker shall not be authorized to receive notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent of a client shall be an authorized agent of the client for the purposes of receiving notice.

2. Default.

- a. Remedies of Seller:** In the event this Agreement fails to close due to the default of Buyer, Seller's sole remedy shall be to retain the earnest money as full liquidated damages. Seller expressly waives any right to assert a claim for specific performance. The parties expressly agree that the earnest money is a reasonable pre-estimate of Seller's actual damages, which damages the parties agree are difficult to ascertain. The parties expressly intend for the earnest money to serve as liquidated damages and not as a penalty.
- b. Remedies of Buyer:** In the event this Agreement fails to close due to the default of Seller, Buyer may either seek the specific performance of this Agreement or terminate this Agreement upon notice to Seller and Holder, in which case all earnest money deposits and other payments Buyer has paid towards the purchase of the Property shall be returned to Buyer following the procedures set forth elsewhere herein.
- c. Rights of Broker:** In the event this Agreement is terminated or fails to close due to the default of a party hereto, the defaulting party shall pay as liquidated damages to every broker involved in this Agreement the commission the broker would have received had the transaction closed. For purposes of determining the amount of liquidated damages to be paid by the defaulting party, all written agreements establishing the amount of commission to be paid to any broker involved in this transaction are incorporated herein by reference. The liquidated damages referenced above are a reasonable pre-estimate of the Broker(s) actual damages and are not a penalty.
- d. Attorney's Fees:** In any litigation or arbitration arising out of this Agreement, including but not limited to breach of contract claims between Buyer and Seller and commission claims brought by a broker, the non-prevailing party shall be liable to the prevailing party for its reasonable attorney's fees and expenses.

3. Risk of Damage to Property. Seller warrants that at the time of closing the Property and all items remaining with the Property, if any, will be in substantially the same condition (including conditions disclosed in the Seller's Property Disclosure Statement) as of the Offer Date, except for changes made to the condition of Property pursuant to the written agreement of Buyer and Seller. At time of possession, Seller shall deliver Property clean and free of trash, debris, and personal property of Seller not identified as remaining with the Property. Notwithstanding the above, if the Property is destroyed or substantially damaged prior to closing, Seller shall promptly give notice to Buyer of the same and provide Buyer with whatever information Seller has regarding the availability of insurance and the disposition of any insurance claim. Buyer or Seller may terminate this Agreement without penalty not later than fourteen (14) days from receipt of the above notice. If Buyer or Seller do not terminate this Agreement, Seller shall assign at closing all of its rights to receive the proceeds from all insurance policies affording coverage for the claim. If the insurance proceeds are paid prior to Closing, the amount of such proceeds shall be credited against the purchase price of the Property.

4. Other Provisions.

- a. Condemnation:** Seller shall: (1) immediately notify Buyer if the Property becomes subject to a condemnation proceeding; and (2) provide Buyer with the details of the same. Upon receipt of such notice, Buyer shall have the right, but not the obligation for 7 days thereafter, to terminate this Agreement upon notice to Seller in which event Buyer shall be entitled to a refund of all earnest money and other monies paid by Buyer toward the Property without deduction or penalty. If Buyer does not terminate the Agreement within this time frame, Buyer agrees to accept the Property less any portion taken by the condemnation and if Buyer closes, Buyer shall be entitled to receive any condemnation award or negotiated payment for all or a portion of the Property transferred or conveyed in lieu of condemnation.
- b. Consent to Share Non-Public Information:** Buyer and Seller hereby consent to the closing attorney preparing and distributing an American Land Title Association ("ALTA") Estimated Settlement Statement-Combined or other combined settlement statement to Buyer, Seller, Brokers and Brokers' affiliated licensees working on the transaction reflected in this Agreement for their various uses.
- c. Duty to Cooperate:** All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Buyer and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the closing attorney, mortgage lender and/or the title insurance company to meet their respective requirements.
- d. Electronic Signatures:** For all purposes herein, an electronic or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by, the buyer's mortgage lender or the other party.
- e. Entire Agreement and Modification:** This Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended or waived except upon the written agreement of Buyer and Seller. Any agreement to terminate this Agreement or any other subsequent agreement of the parties relating to the Property must be in writing and signed by the parties.
- f. Extension of Deadlines:** No time deadline under this Agreement shall be extended by virtue of it falling on a Saturday, Sunday or federal holiday except for the date of closing.
- g. GAR Forms:** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form he or she should consult an attorney. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.
- h. Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia. If any provision herein is to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract.
- i. No Authority to Bind:** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto to any contract, provisions herein, amendments hereto, or termination hereof. However, if authorized in this Agreement, Broker shall have the right to accept notice on behalf of a party. Additionally, any Broker or real estate licensee involved in this transaction may perform the ministerial act of filling in the Binding Agreement Date. In the event of a dispute over the Binding Agreement Date, it may only be resolved by the written agreement of the Buyer and Seller.
- j. Notice of Binding Agreement Date:** The Binding Agreement Date shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Notice of the Binding Agreement Date may be delivered by either party (or the Broker working with or representing such party) to the other party. If notice of accurate Binding Agreement Date is delivered, the party receiving notice shall sign the same and immediately return it to the other party.
- k. Statute of Limitations:** All claims of any nature whatsoever against Broker(s) and/or their affiliated licensees, whether asserted in litigation or arbitration sounding in breach of contract and/or tort, must be brought within two (2) years from the date any claim or cause of action arises. Such actions shall thereafter be time-barred.
- l. Survival of Agreement:** The following shall survive the closing of this Agreement: (1) the obligation of a party to pay a real estate commission; (2) any warranty of title; (3) all representations of Seller regarding the Property; (4) the section on condemnation; and (5) any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the closing.
- m. Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate. The letters "N.A." or "N/A", if used in this Agreement, shall mean "Not Applicable", except where the context would indicate otherwise.
- n. Time of Essence:** Time is of the essence of this Agreement.

5. Definitions.

- a. Banking Day:** A "Banking Day" shall mean a day on which a bank is open to the public for carrying out substantially all of its banking functions. For purposes herein, a "Banking Day" shall mean Monday through Friday excluding federal holidays.
- b. Binding Agreement Date:** The "Binding Agreement Date" shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Once that occurs, this Agreement shall be deemed a Binding Agreement.
- c. Broker:** In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and its affiliated licensees unless the context would indicate otherwise.
- d. Business Day:** A "Business Day" shall mean a day on which substantially all businesses are open for business. For all purposes herein, a "Business Day" shall mean Monday through Friday excluding federal holidays.
- e. Material Relationship:** A material relationship shall mean any actually known personal, familial, social, or business relationship between the broker or the broker's affiliated licensees and any other party to this transaction which could impair the ability of the broker or affiliated licensees to exercise fair and independent judgment relative to their client.

6. Property Not Being Sold for Value of Any Improvements on Land. Buyer acknowledges that the Property may contain certain incidental improvements such as existing homes, barns, fences, outbuildings and wells. Buyer acknowledges that the Property is being purchased for the value of the land rather than the value of any improvements presently located thereon. All improvements are being sold in "as-is" condition. Buyer acknowledges that the improvements on the Property, if any, may be in need of significant repair, may contain defective conditions and may not have been constructed or used in accordance with all applicable laws. Since the condition of any existing improvements is immaterial to Buyer's decision to purchase the Property, Seller shall have no responsibility to make any disclosures or repairs relative to the same. Buyer covenants not to sue Seller with respect to any matter relating to the condition of said improvements and agrees to indemnify and hold Seller harmless with respect to the same. Buyer expressly waives: (1) any and all rights to inspect and test for lead-based paint and/or lead-based paint hazards for not less than ten (10) days from the Binding Agreement Date; and (2) the right not to be contractually obligated under this Agreement until the above time period has lapsed.

7. WARNING TO BUYERS AND SELLERS: BEWARE OF CYBER-FRAUD. Fraudulent e-mails attempting to get the buyer and/or seller to wire money to criminal computer hackers are increasingly common in real estate transactions. Specifically, criminals are impersonating the online identity of the actual mortgage lender, closing attorney, real estate broker or other person or companies involved in the real estate transaction. In that role, the criminals send fake wiring instructions attempting to trick buyers and/or sellers into wiring them money related to the real estate transaction, including, for example, the buyer's earnest money, the cash needed for the buyer to close, and/or the seller's proceeds from the closing. These instructions, if followed, will result in the money being wired to the criminals. In many cases, the fraudulent email is believable because it is sent from what appears to be the email address/domain of the legitimate company or person responsible for sending the buyer or seller wiring instructions. The buyer and/or seller should verify wiring instructions sent by email by independently looking up and calling the telephone number of the company or person purporting to have sent them. Buyers and sellers should never call the telephone number provided with wiring instructions sent by email since they may end up receiving a fake verification from the criminals. Buyer and sellers should be on special alert for: 1) emails directing the buyer and/or seller to wire money to a bank or bank account in a state other than Georgia; and 2) emails from a person or company involved in the real estate transaction that are slightly different (often by one letter, number, or character) from the actual email address of the person or company.

8. LIMITATION OF LIABILITY. BUYER AND SELLER ACKNOWLEDGE THAT BROKER(S):

- a. SHALL, UNDER NO CIRCUMSTANCES, HAVE ANY LIABILITY GREATER THAN THE AMOUNT OF THE REAL ESTATE COMMISSION PAID HEREUNDER TO BROKER (EXCLUDING ANY COMMISSION AMOUNT PAID TO A COOPERATING REAL ESTATE BROKER, IF ANY) OR, IF NO REAL ESTATE COMMISSION IS PAID TO BROKER, THAN A SUM NOT TO EXCEED \$100; AND**
- b. NOTWITHSTANDING THE ABOVE, SHALL HAVE NO LIABILITY IN EXCESS OF \$100 FOR ANY LOSS OF FUNDS AS THE RESULT OF WIRE OR CYBER FRAUD.**

9. **Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph (including any changes thereto made by the parties), said exhibit or addendum shall control:

- ☐ Back-up Agreement Contingency Exhibit (F604) " _____ "
- ☒ Closing Attorney Acting as Holder of Earnest Money Exhibit (F510) " A "
- ☐ Community Association Disclosure Exhibit (F322) " _____ "
- ☐ Legal Description Exhibit (F807 or other) " _____ "
- ☒ Seller's Property Disclosure Statement Exhibit (F307) " B "
- ☐ Special Title Exceptions Pertaining to Property as Exhibit " _____ "
- ☐ Special Warranties and Representations of Seller as Exhibit " _____ "
- ☒ Survey of Property as Exhibit " C "
- ☐ Temporary Occupancy Agreement for Seller after Closing Exhibit (F219) " _____ "
- ☒ Other Undeveloped Land Disclosure Statement
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph (including any changes thereto made by the parties), shall control:

All parties agree and acknowledge that this agreement applies to the purchase of Property as surveyed by Campbell Surveying & Mapping, Job Nos. 95107 (dated November 9, 1995) and 95107-96 (dated August 16, 1996), of which Buyer has received copies of on August 27, 2020. Chattooga County Parcel Id Nos: 0001400000062; 0001400000065; 00140000000400A Deed Book and Page Nos: 542/223; 561/531, Chattooga County.

Seller agrees to allow reasonable access to property for the Buyer's purposes of conducting necessary soil, topo and other feasibility studies during the due diligence period. Buyer agrees to a 48 hour notice to Seller, prior to entry on the Property.

Buyer agrees to provide Proof of Funds by or before the expiration of the Due Diligence period of (45) days from the Binding Agreement Date.

☐ Additional Special Stipulations are attached.

Buyer Acceptance and Contact Information

Mobile Forward for Lakes of Summerville
1 Buyer's Signature
Lakes of Summerville GA LLC
Print or Type Name
P.O. Box 339
Date 09/02/2020
Buyer's Address for Receiving Notice
Summerville, GA. 30647
(800) 517-7854
Buyer's Phone Number: ☐ Cell ☐ Home ☐ Work
info@lakesofsummervillage.com
Buyer's E-mail Address

2 Buyer's Signature

Print or Type Name
Date
Buyer's Address for Receiving Notice
Buyer's Phone Number: ☐ Cell ☐ Home ☐ Work
Buyer's E-mail Address

☐ Additional Signature Page (F267) is attached.

Selling Broker/Affiliated Licensee Contact Information

CKE Realty Services, LLC
Selling Brokerage Firm
Cassandra Engleking
Broker/Affiliated Licensee Signature
Date 09/02/2020
201702
Print or Type Name
GA Real Estate License #
(678) 725-0179
Licensee's Phone Number
Fax Number
ckerealty@gmail.com
Licensee's E-mail Address
Atlanta Realtors Association
REALTOR® Membership
445 Birkdale Drive
Broker's Address
Fairburn, GA. 30213
(678) 725-0179
Broker's Phone Number
Fax Number
CKER01
H-76440
MLS Office Code
Brokerage Firm License Number

Seller Acceptance and Contact Information

Martha Pettigrew
1 Seller's Signature
Martha Pettigrew
Print or Type Name
1324 Cooper Road
Date 09/02/2020
Seller's Address for Receiving Notice
Summerville, GA 30747
(423) 779-7014
Seller's Phone Number: ☐ Cell ☐ Home ☐ Work
southtrucks@comcast.net
Seller's E-mail Address

2 Seller's Signature

Print or Type Name
Date
Seller's Address for Receiving Notice
Seller's Phone Number: ☐ Cell ☐ Home ☐ Work
Seller's E-mail Address

☐ Additional Signature Page (F267) is attached.

Listing Broker/Affiliated Licensee Contact Information

CKE Realty Services, LLC.
Listing Broker Firm
Cassandra Engleking
Broker/Affiliated Licensee Signature
Date 09/02/2020
201702
Cassandra Engleking
Print or Type Name
GA Real Estate License #
(678) 725-0179
Licensee's Phone Number
Fax Number
(000) 000-0000
ckerealty@gmail.com
Licensee's Email Address
Atlanta Realtors Association
REALTOR® Membership
445 Birkdale Drive
Broker's Address
Fairburn, GA 30213
(678) 725-0179
Broker's Phone Number
Fax Number
(000) 000-0000
CKER01
H-76440
MLS Office Code
Brokerage Firm License Number

Binding Agreement Date: The Binding Agreement Date in this transaction is the date of 09/02/2020 and has been filled in by Cassandra Engleking.

Seller's Property Condition Disclosure Statement (Improved Property)

Name of Seller(s): Martha Pettigrew

Property Address: 1324 Cooper Road Summerville, Georgia, 30747 (the "Property")

Purpose of Statement and Disclaimer:

This is a statement by the Seller pertaining to certain conditions and information concerning the Property known to the Seller. Unless otherwise indicated, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the Property or the land. Also, unless otherwise indicated, the Seller has not conducted any inspection of generally inaccessible areas such as underneath floor or wall coverings, under the foundation or on the roof. This Seller's Property Condition Disclosure Statement is not a warranty of any kind by the Seller, or by any agent representing the Seller. It is not a substitute for any inspections or tests to be conducted by the Buyer, and it is the Buyer's responsibility to obtain independent professional inspections, surveys, environmental tests, public records and any other information available pertaining to the Property. In no event shall the parties hold the Seller's Broker liable for any representations not directly made by the Broker or Broker's Agent.

Instructions to the Seller:

- Answer all questions based upon your actual knowledge.
- Attach additional pages with your signature if additional space is required.
- Complete this form to the best of your ability.
- If some items do not apply to the Property, check "N/A" (Non-applicable). If you do not know the answer, check "Unknown."

Seller's Statement:

The Seller makes the following representations to the Buyer based upon the Seller's actual knowledge at the time of signing this document. Unless otherwise indicated, the term "Property" includes the land and any enclosed structure on the land, including any sheds, outbuildings, garages or other detached structures, but not including any purely recreational or landscaping structures, such as swing sets, gazebos or arbors. The Seller acknowledges that a knowingly false or incomplete statement by the Seller on this form may subject the Seller to claims by the Buyer prior to or after the transfer of title. The Seller authorizes any agent acting on Seller's behalf, if any, to provide a copy of this statement to a prospective buyer of the residential real Property. The following are representations made by the Seller and are not the representations of the Seller's agent.

GENERAL INFORMATION/OWNERSHIP

- When did you acquire the Property?
- Since when have you occupied the Property?
- When was the dwelling built?

1996
Year
7/2020
Month/Year
1997
Year

Have there been any major changes or renovations to the house or attached structures exceeding \$1,000 since it was originally built? ☐ Yes ☒ No

If yes, please explain. _____

If yes, were all legally required permits, licenses and inspections related to the work obtained? ☐ Yes ☐ No

- Was any part of the Property built before 1978? ☐ Yes ☒ No

If yes, which part? _____

If yes, Seller must complete Lead Based Paint Disclosure and an investigation for the presence of lead-based paint is encouraged.

- Is the house vacant? ☐ Yes ☒ No If yes, since when? _____

Month/Year

6. Does anybody other than you have a lease, easement or any other right to use or occupy any part of the Property other than those stated in public record documents, such as rights to use a road or path or cut trees?

☐ Yes ☒ No ☐ Unknown

If "Yes," explain: _____

7. Other than outstanding mortgages, are there any third party claims against the title to the Property such as contractor's liens, easements (other than general utility easements) or legal judgments?

☐ Yes ☒ No ☐ Unknown

If "Yes," explain: _____

8. Are there any features of the Property shared in common with adjoining landowners or a homeowner's association, such as walls, fences or driveways?

☐ Yes ☒ No ☐ Unknown

If "Yes," explain: _____

9. Is the Property encumbered by any covenants or restrictions, or governed by a homeowner's association?

☐ Yes ☒ No ☐ Unknown

If "Yes," are there any special assessments, homeowner or other association fees that apply to the Property?

☐ Yes ☐ No ☐ Unknown ☐ N/A

If "Yes," explain and attach Community Association Exhibit: _____

10. Is any or all of the Property located in a designated floodplain or wetland?

☐ Yes ☒ No ☐ Unknown

If "Yes," explain: _____

11. Is the Property located in an agricultural district?

☒ Yes ☐ No ☒ Unknown

If "Yes," explain: _____

12. Has this Property ever been used as a landfill, had fuel storage tanks above or below the ground, or had motor fuel, motor oil, home heating fuel, lubricating oil or any other petroleum product, methane gas, or any hazardous or toxic substance spilled, leaked or otherwise released on the Property, or from the Property onto any other property?

☐ Yes ☒ No ☐ Unknown

If "Yes," explain: _____

13. Is there now, or has there been, any evidence of erosion, settlement or other soil movement on the Property?

☐ Yes ☒ No ☐ Unknown

If "Yes," explain: _____

14. At any time of the year, are there any springs, streams, ponds, dams or other water retention facilities on the Property?

☐ Yes ☒ No ☐ Unknown

If "Yes," explain: _____

15. In which public school districts is the Property located?

Elementary School

Trion/Summerville

Middle School

Trion/Summerville

High School

Trion/Summerville

STRUCTURAL

16. Is there now, or has there been, any wood rot or water damage to the main dwelling or any other enclosed structure located on the Property?

☐ Yes ☒ No ☐ Unknown

If "Yes," explain: _____

17. Is there now, or has there been, any fire or smoke damage to the main dwelling or any other enclosed structure located on the Property? ☐ Yes ☒ No ☐ Unknown

If "Yes," explain: _____

18. Is there now, or has there been, any storm or weather related damage to the main dwelling or any other enclosed structure located on the Property? ☐ Yes ☒ No ☐ Unknown

If "Yes," explain: _____

19. Is there now, or has there been, any termite, insect, rodent or pest infestation or damage to the main dwelling or any other enclosed structure on the Property? ☐ Yes ☒ No ☐ Unknown

If "Yes," explain: _____

20. Is the main dwelling or any other enclosed structure on the Property covered under a current termite bond? ☐ Yes ☒ No ☐ Unknown

If "Yes," explain: _____

21. Is the main dwelling or any other enclosed structure on the Property currently being serviced by a pest control company? ☐ Yes ☒ No ☐ Unknown

If "Yes," explain: _____

22. Is there any portion of the exterior siding of the main dwelling or any other enclosed structure that consists of synthetic stucco? ☐ Yes ☒ No ☐ Unknown

If "Yes," explain: _____

23. Are you aware of any asbestos or past asbestos remediation affecting the main dwelling or any other enclosed structure located on the Property? ☐ Yes ☒ No ☐ Unknown

If "Yes," explain: _____

24. Has the Property been tested for radon? ☐ Yes ☒ No ☐ Unknown

If "Yes," explain: _____

25. Has the main dwelling or any other enclosed structure been tested for lead-based paint? ☐ Yes ☒ No ☐ Unknown

If "Yes," explain: _____

26. What is the type of roof/roof covering on the main dwelling (shingle, slate, asphalt, tile, other)?

Tin

27. Are there any known leaks or other material defects in the roof of the main dwelling or any other enclosed structure? ☐ Yes ☒ No ☐ Unknown

If "Yes," explain: _____

28. When was the roof installed?

1997
Year

29. Is there a transferable warranty on the roof in effect now?

☐ Yes ☒ No ☐ Unknown

If "Yes," explain: _____

If "Yes," when does the warranty expire? _____

30. Are there any known material defects in the gutters or downspouts of the main dwelling or any other enclosed structure? ☐ Yes ☒ No ☐ Unknown ☐ N/A

If "Yes," explain: _____

31. Are there any known material defects in any of the following structural systems of the main dwelling or any other enclosed structure, including, but not limited to, footings, beams, girders, lintels, columns, partitions, retaining walls? ☐ Yes ☒ No ☐ Unknown

If "Yes," explain: _____

MECHANICAL SYSTEMS AND OTHER

32. What is the source of water serving the Property? ☒ Well ☐ Private ☒ Municipal ☐ Other

If "Other," explain: _____

If a well, is the well shared with any other property? ☐ Yes ☒ No ☐ Unknown ☐ N/A

33. Are there any known issues with water quality and/or flow rate? ☐ Yes ☒ No ☐ Unknown

If "Yes," explain: _____

34. What is the type of sewage system? ☐ Public Sewer ☐ Private Sewer ☒ Septic Tank ☐ Other

If "Other," explain: _____

35. If septic tank or other, when was it installed? 1997 ☐ Unknown Date last serviced? _____ ☐ Unknown
Year Month/Year

36. What is the type of plumbing system? ☐ Copper ☐ PVC ☐ Polybutylene ☐ Galvanized Iron ☐ Other ☐ Unknown

If "Other," explain: _____

37. Are there any known material defects with the plumbing or sewage systems? ☐ Yes ☒ No ☐ Unknown ☐ N/A

If "Yes," explain: _____

38. What type of water heater services the main dwelling? ☐ Gas ☒ Electric ☐ Solar ☐ Other

If "Other," explain: _____

39. What size is the water heater? (In Gallons) 50 Is it tankless? ☐ Yes ☒ No ☐ Unknown ☐ N/A

40. When was the water heater installed? 2018
Year

41. Is there a transferable warranty on the water heater in effect now? ☐ Yes ☒ No ☐ Unknown ☐ N/A

If "Yes," explain: _____

If "Yes," when does it expire? _____

42. What type of heating system services the main dwelling? ☐ Gas ☐ Electric ☐ Solar ☐ Propane ☐ Other

If "Other," explain: wood or central heat system

43. Does the heating/air conditioning system have a high-efficiency filter? ☐ Yes ☐ No ☒ Unknown

44. When was the heating/air conditioning system installed? 1997
Year

45. Is there a transferable warranty on the heating/air conditioning system in effect now? ☐ Yes ☒ No ☐ Unknown

If "Yes," explain: _____

If "Yes," when does the warranty expire? _____

46. Are there any known material defects with the electrical system? ☐ Yes ☒ No ☐ Unknown ☐ N/A

If "Yes," explain: _____

47. Does the electrical system use fuses or circuit breakers? ☐ Fuses ☒ Circuit Breakers ☐ Unknown ☐ N/A

48. Have there been, or are there presently, any flooding, drainage or grading problems that have resulted in standing water on any portion of the Property? ☐ Yes ☒ No ☐ Unknown

If "Yes," explain: _____

49. Has the basement ever had seepage that resulted in standing water? ☐ Yes ☐ No ☐ Unknown ☒ N/A

If "Yes," explain: _____

50. Have there been any major renovations of \$500 or more done to the Property? ☐ Yes ☒ No ☐ Unknown

If "Yes," explain: _____

51. Does the Property have any special energy efficient features? ☐ Yes ☒ No ☐ Unknown

If "Yes," explain: _____

52. Are there any fixtures or items permanently attached to the Property that are not included in the sale? ☐ Yes ☒ No

If "Yes," explain: _____

53. Have there been any prior professional inspections performed on the Property? ☐ Yes ☒ No ☐ Unknown ☐ N/A

If "Yes," explain: _____

Have there been or are there any known material defects in any of the following?

54. Security Alarm system ☐ Yes ☒ No ☐ Unknown ☐ N/A
55. Carbon monoxide detector? ☐ Yes ☐ No ☐ Unknown ☒ N/A
56. Smoke detector? ☐ Yes ☒ No ☐ Unknown ☐ N/A
57. Fire sprinkler system? ☐ Yes ☐ No ☐ Unknown ☒ N/A
58. Foundation/slab? ☐ Yes ☐ No ☐ Unknown ☒ N/A
59. Interior walls/ceilings? ☐ Yes ☒ No ☐ Unknown ☐ N/A
60. Exterior walls or siding? ☐ Yes ☒ No ☐ Unknown ☐ N/A
61. Floors? ☐ Yes ☒ No ☐ Unknown ☐ N/A
62. Chimney/fireplace or stove? ☐ Yes ☒ No ☐ Unknown ☐ N/A
63. Patio/deck? ☐ Yes ☒ No ☐ Unknown ☐ N/A
64. Gas Grill? ☐ Yes ☒ No ☐ Unknown ☐ N/A
65. Lawn Sprinkling System? ☐ Yes ☒ No ☐ Unknown ☐ N/A
66. Oven/Range? ☐ Yes ☒ No ☐ Unknown ☐ N/A
67. Refrigerator? ☐ Yes ☒ No ☐ Unknown ☐ N/A
68. Dishwasher? ☐ Yes ☒ No ☐ Unknown ☐ N/A
69. Microwave Oven? ☐ Yes ☒ No ☐ Unknown ☐ N/A
70. Garbage Disposal? ☐ Yes ☒ No ☐ Unknown ☐ N/A

71. Trash Compactor? ☐ Yes ☐ No ☐ Unknown ☒ N/A
 72. Attic Fan? ☐ Yes ☒ No ☐ Unknown ☐ N/A
 73. Ceiling Fans? ☐ Yes ☒ No ☐ Unknown ☐ N/A
 74. Intercom? ☐ Yes ☒ No ☐ Unknown ☐ N/A
 75. Washer? ☐ Yes ☒ No ☐ Unknown ☐ N/A
 76. Dryer? ☐ Yes ☐ No ☐ Unknown ☒ N/A
 77. Sauna/Hot Tub? ☐ Yes ☐ No ☐ Unknown ☒ N/A
 78. Pool/Pool Liner? ☐ Yes ☐ No ☐ Unknown ☒ N/A
 79. Garage Doors? ☐ Yes ☐ No ☐ Unknown ☒ N/A
 80. Garage Door Openers? ☐ Yes ☐ No ☐ Unknown ☒ N/A
 81. Driveway? ☐ Yes ☒ No ☐ Unknown ☐ N/A
 82. Walkways? ☐ Yes ☒ No ☐ Unknown ☐ N/A
 83. Patio/Deck? ☐ Yes ☒ No ☐ Unknown ☐ N/A
 84. Fence? ☐ Yes ☒ No ☐ Unknown ☐ N/A
 85. Mailbox? ☐ Yes ☒ No ☐ Unknown ☐ N/A
 86. TV Antenna? ☐ Yes ☒ No ☐ Unknown ☐ N/A
 87. Sump Pump? ☐ Yes ☒ No ☐ Unknown ☐ N/A

If "Yes" to any of the above, explain:

☐ Check here if additional pages are attached to this Seller's Property Condition Disclosure.

NOTE TO SELLER: Seller ☐ agrees ☐ does not agree to provide to Buyer a copy of any written report of prior professional inspections of the Property received by Seller. Seller acknowledges that any future inspections of the Property may necessitate a revision to the Seller's Property Condition Disclosure Statement.

Seller's Certification:

Seller certifies that the information in this Seller's Property Condition Disclosure Statement is true and complete to the best of Seller's actual knowledge as of the date signed by the Seller. If Seller acquires knowledge which renders the Seller's Property Condition Disclosure Statement provided previously materially inaccurate, the Seller shall deliver a revised Seller's Property Condition Disclosure Statement to the Buyer as soon as is practicable. In no event, however, shall Seller be required to provide a revised Seller's Property Condition Disclosure Statement after the transfer of title from the Seller to the Buyer or occupancy by the Buyer, whichever event comes first.

Seller:

➤ Martha Pettigrew
Martha Pettigrew
Seller Printed Name

Date: 7-20-20

➤ _____
Seller Printed Name

Date: _____

Buyer's Acknowledgment:

Buyer acknowledges receipt of a copy of this statement, and Buyer understands that the information contained in this Seller's Property Condition Disclosure is a statement of certain conditions and information concerning the Property known to the Seller. It is not a warranty of any kind by the Seller or Seller's agent.

Buyer:

➤ Madeline Kennel for Lakes & Summerville
Buyer Printed Name

Date: 09/02/2020

➤ _____
Buyer Printed Name

Date: _____

Additional Page(s) for Seller's Property Condition Disclosure Statement

☐ Check here if additional pages are attached to this Seller's Property Condition Disclosure.

8 of 8

Initials:

MP

LOGS

Undeveloped Land Disclosure Statement

(Unimproved Property)

Name of Seller(s): Martha Pettigrew

Property Address: 1324 Cooper Road Summerville, Georgia, 30747 (the "Property")

Purpose of Statement and Disclaimer:

This is a statement by the Seller pertaining to certain conditions and information concerning the Property known to the Seller. Unless otherwise indicated, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the Property. This Undeveloped Land Disclosure Statement is not a warranty of any kind by the Seller, or by any agent representing the Seller. It is not a substitute for any inspections or tests to be conducted by the Buyer, and it is the Buyer's responsibility to obtain independent professional inspections, surveys, environmental tests, public records and any other information available pertaining to the Property. In no event shall the parties hold the Seller's Broker liable for any representations not directly made by the Broker or Broker's Agent.

Instructions to the Seller:

- a. Answer all questions based upon your actual knowledge.
- b. Attach additional pages with your signature if additional space is required.
- c. Complete this form to the best of your ability.
- d. If some items do not apply to the Property, check "N/A" (Non-applicable). If you do not know the answer, check "Unknown."

Seller's Statement:

The Seller makes the following representations to the Buyer based upon the Seller's actual knowledge at the time of signing this document. Unless otherwise indicated, the term "Property" includes the land and any enclosed structure on the land, including any sheds, outbuildings, garages or other detached structures, but not including any purely recreational or landscaping structures, such as swing sets, gazebos or arbors. The Seller acknowledges that a knowingly false or incomplete statement by the Seller on this form may subject the Seller to claims by the Buyer prior to or after the transfer of title. The Seller authorizes any agent acting on Seller's behalf, if any, to provide a copy of this statement to a prospective buyer of the residential real Property. The following are representations made by the Seller and are not the representations of the Seller's agent.

GENERAL INFORMATION/OWNERSHIP

1. When did you acquire the Property? 1996
Year
2. Has anyone ever occupied the Property? ☒ Yes ☐ No If yes, since when? 1996
Month/Year
3. What is the current zoning classification of the Property? unknown
4. Does anybody other than you have a lease, easement or any other right to use or occupy any part of the Property other than those stated in public record documents, such as rights to use a road or path or cut trees?
☐ Yes ☒ No ☐ Unknown
If "Yes," explain: _____
5. Other than outstanding mortgages, are there any third party claims against the title to the Property such as contractor's liens, easements (other than general utility easements) or legal judgments? ☐ Yes ☒ No ☐ Unknown
If "Yes," explain: _____
6. Are there any features of the Property shared in common with adjoining landowners or a homeowner's association, such as walls, fences or driveways? ☐ Yes ☒ No ☐ Unknown
If "Yes," explain: _____

7. Is the Property encumbered by any covenants or restrictions, or governed by a homeowner's association?

☐ Yes ☒ No ☐ Unknown

If "Yes," are there any special assessments, homeowner or other association fees that apply to the Property?

☐ Yes ☐ No ☐ Unknown ☐ N/A

If "Yes," explain and attach **Community Association Exhibit**:

8. Is any or all of the Property located in a designated floodplain or wetland?

☐ Yes ☒ No ☐ Unknown

If "Yes," explain: _____

9. Is the Property located in an agricultural district?

☐ Yes ☐ No ☒ Unknown

If "Yes," explain: _____

10. Has this Property ever been used as a landfill, had fuel storage tanks above or below the ground, or had motor fuel, motor oil, home heating fuel, lubricating oil or any other petroleum product, methane gas, or any hazardous or toxic substance spilled, leaked or otherwise released on the Property, or from the Property onto any other property?

☐ Yes ☒ No ☐ Unknown

If "Yes," explain: _____

11. Is there now, or has there been, any evidence of erosion, settlement or other soil movement on the Property?

☐ Yes ☒ No ☐ Unknown

If "Yes," explain: _____

12. At any time of the year, are there any springs, streams, ponds, dams or other water retention facilities on the Property?

☐ Yes ☒ No ☐ Unknown

If "Yes," explain: _____

13. What is or will be the source of water serving the Property?

☒ Well ☐ Private ☒ Municipal ☐ Other

If "Other," explain: _____

If a well, is the well shared or to be shared with any other property?

☐ Yes ☒ No ☐ Unknown ☐ N/A

14. What is or will be the type of sewage system?

☐ Public Sewer ☐ Private Sewer ☒ Septic Tank ☐ Other

If "Other," explain: _____

15. In which public school districts is the Property located?

Elementary School

Trion/Sumner

Middle School

Trion/Sumner

High School

Trion/Sumner

16. Are there any fixtures or items permanently attached to the Property that are not included in the sale?

☐ Yes ☒ No

If "Yes," explain: _____

17. Have there been any prior professional inspections performed on the Property, including, but not limited to, percolation tests or tests for environmental contaminants, such as radon?

☐ Yes ☒ No ☐ Unknown

If "Yes," explain: _____

18. To your knowledge, are there any pending or recent changes to any recorded subdivision plat which may affect the property?

☐ Yes ☒ No ☐ Unknown ☐ N/A

If "Yes," explain: _____

19. Other than local zoning ordinances, are there any conditions or facts which may impair an owner's ability to develop or build on the Property? ☐ Yes ☒ No ☐ Unknown

If "Yes," explain: _____

☐ Check here if additional pages are attached to this Undeveloped Land Disclosure Statement.

NOTE TO SELLER: Seller ☐ agrees ☐ does not agree to provide to Buyer a copy of any written report of prior professional inspections of the Property received by Seller. Seller acknowledges that any future inspections of the Property may necessitate a revision to the Undeveloped Land Disclosure Statement.

Seller's Certification:

Seller certifies that the information in this Undeveloped Land Disclosure Statement is true and complete to the best of Seller's actual knowledge as of the date signed by the Seller. If Seller acquires knowledge which renders the Undeveloped Land Disclosure Statement provided previously materially inaccurate, the Seller shall deliver a revised Undeveloped Land Disclosure Statement to the Buyer as soon as is practicable. In no event, however, shall Seller be required to provide a revised Undeveloped Land Disclosure Statement after the transfer of title from the Seller to the Buyer or occupancy by the Buyer, whichever event comes first.

Seller:

➤ Martha Pettigrew
Martha Pettigrew
Seller Printed Name

Date: 7-20-20

➤ _____
Seller Printed Name

Date: _____

Buyer's Acknowledgment:

Buyer acknowledges receipt of a copy of this statement, and Buyer understands that the information contained in this Undeveloped Land Disclosure Statement is a statement of certain conditions and information concerning the Property known to the Seller. It is not a warranty of any kind by the Seller or Seller's agent.

Buyer:

➤ Michael Bennett for Lakes & Summerville
Buyer Printed Name

Date: 09/02/2020

➤ _____
Buyer Printed Name

Date: _____

Additional Page(s) for Undeveloped Land Disclosure Statement

☐ Check here if additional pages are attached to this Undeveloped Land Disclosure Statement.



CLOSING ATTORNEY ACTING AS HOLDER OF EARNEST MONEY

EXHIBIT "A"

[Closing Attorney must still consent to serve as Holder using F511]



2020 Printing

This Exhibit is part of the Agreement with an Offer Date of September 2, 2020 for the purchase and sale of that certain property known as: 1324 Cooper Road, et al Summerville, Georgia 30747 ("Agreement").

- Closing Attorney Shall Act as Holder.** The Closing Attorney named in this Agreement shall be the Holder of the earnest money and other trust funds referenced in this Agreement subject to the Closing Attorney timely: a) agreeing to serve; b) signing the appropriate documents; and c) timely delivering the same to Buyer and Seller as more particularly described below.
 - Buyer Must Timely Deliver Certain Documents to Closing Attorney Acting as Holder of Earnest Money.** When the Closing Attorney has been named as Holder in the Agreement, Buyer must deliver to Closing Attorney within two (2) business days from the Binding Agreement Date: a) the fully-signed and executed Agreement in its entirety ("Entire Contract"); and b) a copy or copies of the Escrow Agreement (F511) for the Closing Attorney to sign agreeing to become the Holder. Buyer must similarly deliver to Holder all amendments to the Entire Contract within two (2) business days of the date that the Amendment becomes binding.
 - Closing Attorney Must Agree to Become Holder Within Three (3) Business Days of Receiving Entire Contract.** The Closing Attorney named as Holder shall not become the Holder unless within three (3) business days from the date that the Closing Attorney receives the Entire Contract, the Closing Attorney has: a) countersigned the Agreement of Closing Attorney to serve as Holder (GAR Form F511, and sometimes referred to as "Escrow Agreement") without change or modification so except for filling in the blanks contained therein; and b) delivered the same to Buyer and Seller. When this occurs, Closing Attorney's rights and duties as Holder and the timeframe for completing the same shall commence.
 - Rights and Duties of Closing Attorney Acting as Holder.** Notwithstanding any provision to the contrary contained in the Agreement, Closing Attorney acting as Holder shall have all of the pre-printed rights and duties of Holder set forth in the GAR Purchase and Sale Agreement (a copy of which is incorporated herein by reference), regardless of whether such rights and duties are set forth in this Agreement. In the event of a conflict between this Agreement and the pre-printed right and duties of Holder set forth in the GAR Purchase and Sale Agreement, the latter shall control unless otherwise agreed to in writing by Buyer, Seller, and Holder.
 - Earnest Money Must Be Paid to Closing Attorney Acting as Holder by Wire Transfer.** Buyer shall be responsible for paying all earnest money and other Buyer trust funds to the Closing Attorney acting as Holder by wire transfer of immediately available funds or by such other method deemed acceptable and/or required by Closing Attorney, as the case may be.
 - Failure of Closing Attorney to Timely Agree to Become Holder; Resignation of Holder.** If the Closing Attorney named as Holder has not become Holder because the Closing Attorney rejects being the Holder, fails to timely become Holder or becomes Holder but later resigns, then: a) the Alternate Holder named below, who must be a broker in this transaction, shall automatically become the Holder instead of the Closing Attorney; b) all parties consent to the earnest money being paid or transferred to the Alternate Holder; and c) all parties shall cooperate with one another to sign any documents required to accomplish the same. The signature of the Alternate Holder to the Agreement at the time it is first signed shall be deemed consent of the Alternate Holder to serve as Holder. The Alternate Holder's duties and the timeline for performing those duties shall commence when the Alternate Holder becomes the Holder.
 - Closing Attorney Holding Earnest Money in All-Cash Transaction.** In an all-cash transaction where the Closing Attorney is representing the Buyer or Seller, the Closing Attorney can hold the earnest money (and other trust funds), but in the event of a dispute between the parties regarding the disbursement of the funds, the Closing Attorney shall not disburse the funds based upon a reasonable interpretation of the Agreement. Instead and notwithstanding any provision to the contrary contained in this agreement, in the event of a dispute regarding the earnest money in an all-cash transaction where the Closing Attorney is representing the Buyer or Seller, the only remedy available to the Closing Attorney to resolve the dispute regarding the disbursement of earnest money shall be to interplead the funds into a court of competent jurisdiction.
 - Alternate Holder.** The Alternate Holder, who must be a broker in this transaction, shall be N/A
9. **Notices To and From Holder.** The notice procedures in the Agreement shall control with regard to all notices to and from Holder. Holder's contact information is set forth in signature pages to this Agreement.
10. **Closing Attorney's Contact Information.** The Closing Attorney named below shall be the Holder in this transaction.

Closing Attorney: Morris, Manning & Martin, LLP

Address: 1600 Financial Ctr, 3342 Peachtree Rd, NE

Atlanta, GA, 30326

Phone Number: 678-686-6928

Fax Number: 404-843-2317

Email: cmize@mmmlaw.com

Buyer's Initials: LO65

Seller's Initials: MP

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AGREEMENT OF CLOSING ATTORNEY TO SERVE AS HOLDER OF EARNEST MONEY ("ESCROW AGREEMENT")

[Should only be used when F510 Closing Attorney Acting as Holder of
Earnest Money Exhibit has been made part of the Purchase and Sale Agreement]



2020 Printing

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following closing attorney or law firm: Morris, Manning & Martin, LLP ("Closing Attorney") having been named as Holder in the Purchase and Sale Agreement by and between Lakes of Summerville GA LLC ("Buyer") and Martha Pettigrew ("Seller") with an offer date of September 2, 2020, 2020 for real property located at: 1324 Cooper Road, et al, Summerville, GA 30747 ("Agreement") does hereby agree to serve as Holder in such Agreement, subject to the terms herein.

1. TERMS OF CLOSING ATTORNEY ACTING AS HOLDER.

- This Escrow Agreement is hereby incorporated into the Agreement and together they shall bind Closing Attorney acting as Holder. The provisions in the Agreement (including the Escrow Agreement) relating directly or indirectly to earnest money and trust funds may be enforced by Holder as a third-party beneficiary to the Agreement. Holder shall have all of the pre-printed rights and duties of Holder and shall follow the procedures binding Holder set forth in the Agreement, unless other agreed to in writing by Buyer, Seller, and Holder. Closing Attorney shall have all of the preprinted rights and duties of Holder set forth in the Agreement without amendment or modification;
- Upon the Closing Attorney becoming Holder, the timeframe for Closing Attorney to begin to perform the duties of Holder shall not commence until Holder receives the signed and executed Agreement in its entirety ("Entire Contract"). With regards to amendments to the Entire Contract, the rights and duties of Holder under the amendment shall not commence until Holder receives the amendment.
- This Escrow Agreement shall be interpreted in accordance with the laws of the State of Georgia;
- Time is of the essence; and
- This Agreement (including the Escrow Agreement) and any amendment thereto shall constitute the entire agreement of the parties relative to the Closing Attorney acting as Holder.

2. CLOSING ATTORNEY MUST AGREE TO BECOME HOLDER WITHIN THREE (3) BUSINESS DAYS. The Closing Attorney shall not become the Holder unless the Closing Attorney has within three (3) business days from the date the Closing Attorney receives the Entire Contract the Closing Attorney has: a) signed this Escrow Agreement without modification (except for filling in the blanks contained herein); and b) delivered the same to Buyer and Seller.

3. FAILURE OF CLOSING ATTORNEY TO TIMELY AGREE TO BECOME HOLDER. If the Closing Attorney named as Holder herein has not become Holder within three (3) business days from the date the Closing Attorney receives the Entire Contract in which the Closing Attorney has been appointed as the Holder, then: a) the Alternate Holder referenced in the Closing Attorney Acting as Holder of Earnest Money Exhibit (F510) shall automatically become the Holder instead of the Closing Attorney; b) all parties consent to the earnest money being paid or transferred to the Alternate Holder; and c) all parties shall cooperate with one another to sign any documents required to accomplish the same.

4. CONTACT INFORMATION

Buyer's Name: Lakes of Summerville GA LLC
Address: P.O. Box 339
Summerville, GA. 30647
Phone Number: 800-517-7854 ext. 101
Fax Number: 800-517-7854
Email: info@lakesofsummervillega.com

Seller's Name: Martha Pettigrew
Address: 1324 Cooper Road
Summerville, GA 30747
Phone Number: 4237797014
Fax Number: _____
Email: southtrucks@comcast.net

Buyer's Name: _____
Address: _____
Phone Number: _____
Fax Number: _____
Email: _____

Seller's Name: _____
Address: _____
Phone Number: _____
Fax Number: _____
Email: _____

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Buyer Licensee's Name: _____
Address: 445 Birkdale Drive _____
Fairburn, GA. 30213 _____
Phone Number: 6787250179 _____
Fax Number: _____
Email: ckerealty@gmail.com _____

Seller Licensee Name: Cassondra Engleking _____
Address: 445 Birkdale Drive _____
Fairburn, GA 30213 _____
Phone Number: (678) 725-0179 _____
Fax Number: (000) 000-0000 _____
Email: ckerealty@gmail.com _____

Morris, Manning & Martin, LLP _____
Closing Attorney

09/02/2020 _____
Date

By: Clyde Mize _____
Signature of Its Authorized Representative

Clyde E. Mize, Jr. _____
Print or Type Name

1600 Financial Ctr, 3342 Peachtree Rd, NE _____
Closing Attorney's Address

Atlanta, GA 30326 _____

cmize@mmmlaw.com _____
E-mail Address of Holder

678-686-6928 _____
Telephone Number of Holder

404-843-2317 _____
Facsimile Number of Holder