



REAL ESTATE

2186 SYLVESTER HWY, SUITE 1
MOULTRIE, GEORGIA 31768

CONTRACT FOR SALE OF REAL PROPERTY

State of Georgia
County of Upson

Property Address: Tract(s) _____, +/- Acres, 339 Grays Chapel Rd
Yatesville, GA 31097

The undersigned Purchaser, _____, agrees to buy, and the undersigned Seller, agrees to sell with The Weeks Group, LLC, a licensed Real Estate broker, herein referred to as "Broker" acting as Seller's agent, all that tract or parcel of land and all fixtures therein as described in Exhibit "A" attached hereto and made a part of this Contract by reference (the "Property"). Time being of the essence, this sale shall be closed on or before Friday, April 12, 2024.

The purchase price of said Property shall be _____ and NO/100 dollars (\$ _____) and is inclusive of the 10% Buyer's Premium (the "Purchase Price"). The Purchase Price shall be payable to the Seller in cash at Closing (as hereinafter defined) in immediately available funds. This Contract is not contingent upon Purchaser's ability to obtain financing of any kind.

Purchaser has paid to The Weeks Group, LLC., receipt of which is hereby acknowledged, \$ _____ (10% of Purchase Price Capped at \$100,000.00) certified funds as earnest money to be applied towards the purchase price when the sale is consummated. As procuring cause of this Contract, Broker has rendered a valuable service for which reason Broker is made a party of this Contract to enable Broker to enforce Broker's commission rights hereunder against the parties hereto on the following basis: Seller agrees to pay Broker the full commission as provided in the auction listing contract when the sale is consummated. In the event the sale is not consummated because of Seller's inability, failure, or refusal to perform any of the Seller's covenants herein, then the Seller shall pay the full commission to Broker, and Broker, at the option of the Purchaser, shall return the earnest money to Purchaser. Purchaser agrees that if Purchaser fails or refuses to perform any of the Purchaser's covenants herein, Purchaser shall forthwith pay Broker the full commission; provided that Broker may first apply one-half of the earnest money toward payment of, but not to exceed, the full commission. The Seller may elect to accept the balance of the earnest money deposit as liquidated damages and full settlement of any claim for damages or the Seller may seek to enforce specific performance rights and obligations against the Purchaser under the terms of this Contract. In the event Purchaser fails to make deposit or deposits are not collectible, Purchaser shall be considered to have breached this agreement and Seller shall have the right to re-offer the Property for sale to others and to demand liquidated damages equal to the amount of the deposit or Seller may demand specific performance. The Purchaser in either event shall be liable for Broker's commission, attorney's fees and costs. Prior to disbursing earnest money pursuant to this Agreement, Broker shall give all parties fifteen (15) days written notice by certified mail (to each party's last known address), stating to whom the disbursement(s) will be made. Any party may object in writing to the disbursement, provided the objection is received by Broker prior to the end of the fifteen (15) day notice period. All objections not raised in a timely manner shall be waived. In the event a timely objection is made, Broker shall consider the objection and may do any or a combination of the following: (1) disburse the earnest money as indicated in the notice and so notify all parties; or (2) interplead the earnest money into a court of competent jurisdiction; or (3) hold the earnest money for a reasonable period of time to give the parties an opportunity to resolve the dispute. Broker shall be entitled to be reimbursed from any funds interpleaded for its costs and

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

expenses, including reasonable attorneys' fees incurred in connection with the interpleaded action. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Broker. No party shall seek damages from Broker or Escrow Deposit Holder (nor shall Broker be liable for the same) for any matter arising out of or related to the performance of Broker's duties under this earnest money paragraph, and the parties indemnify Broker and Escrow Deposit Holder accordingly.

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

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

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

Broker retains the right not to deposit Purchaser's earnest money deposit in Broker's escrow account until such time as this Contract is accepted by all parties.

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

Neither Seller nor Broker make, nor have made, any warranties or representations to Purchaser with respect to (i) the existence or nonexistence of any pollutants, contaminants or hazardous waste upon the Property prohibited by federal, state or local law or (ii) the existence or nonexistence of any claims based thereon arising out of the actual or threatened discharge, release, disposal, seepage, migration or escape of such substances at, from, under, onto, or into the Property. Purchaser shall rely upon Purchaser's own environmental audit or examination of the Property, to determine such issues and acknowledges that no representations and warranties have been made by Seller or Broker with regard to such matters. PURCHASER WAIVES AND RELEASES SELLER FROM AND AGREES TO ASSUME ANY PRESENT OR FUTURE CLAIMS ARISING FROM OR RELATING TO THE PRESENCE OR ALLEGED PRESENCE OF HARMFUL OR TOXIC SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY INCLUDING, WITHOUT LIMITATION, ANY

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CLAIMS UNDER OR ON ACCOUNT OF (I) THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS THE SAME MAY HAVE BEEN OR MAY BE AMENDED FROM TIME TO TIME, AND SIMILAR STATE STATUTES, AND ANY REGULATIONS PROMULGATED THEREUNDER, (II) ANY OTHER FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION, NOW OR HEREAFTER IN EFFECT, THAT DEALS WITH OR OTHERWISE IN ANY MANNER RELATES TO, ENVIRONMENTAL MATTERS OF ANY KIND, OR (III) THIS CONTRACT OR THE COMMON LAW. THE TERMS AND PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING HEREUNDER.

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

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

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

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

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

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

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

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

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

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

For all purposes in this Contract, an electronic signature or facsimile signature shall be deemed the same as an original

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

signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Contract with original signatures if requested to do so by any other party to this Contract.

SAMPLE

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

The foregoing offer is ACCEPTED by the Seller on _____.

PURCHASER:

By: _____

Print Name: _____

Title: _____

Date: _____

Address: _____

Telephone #: _____

E-mail Address: _____

PURCHASER:

By: _____

Print Name: _____

Title: _____

Date: _____

Address: _____

Telephone #: _____

E-mail Address: _____

SELLER:

By: _____

Print Name: _____

Title: _____

Date: _____

Address: _____

Telephone #: _____

E-mail Address: _____

SELLER:

By: _____

Print Name: _____

Title: _____

Date: _____

Address: _____

Telephone #: _____

E-mail Address: _____

SELLER:

A _____

By: _____ (SEAL)

Print Name: _____

Title: _____

Date: _____

Address: _____

Telephone #: _____

E-mail Address: _____

**ACKNOWLEDGEMENT OF RECEIPT OF EARNEST MONEY
BY BROKER OR BROKER'S AFFILIATED LICENSEE:
The Weeks Group, LLC. [GA R.E. Lic. #80239]**

By: _____

As its: Broker _____ GA R.E. Lic. # 341667 _____

Date: _____

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Exhibit "A"

Legal Description

A tract of land lying and being situated in Land Lot 215 in the 11th Land District of Upson County, Georgia and being described as tract(s) _____ containing _____ +/- acres according to an engineer's sketch attached to this contract as Exhibit "A2", and being all or a portion of that tract of land being more particularly described as follows:

Portion of Tax Parcel Number: 097 024

Portion of Property Address: 135.89 +/- Acres, 339 Grays Chapel Rd, Yatesville, Upson County, GA 31097

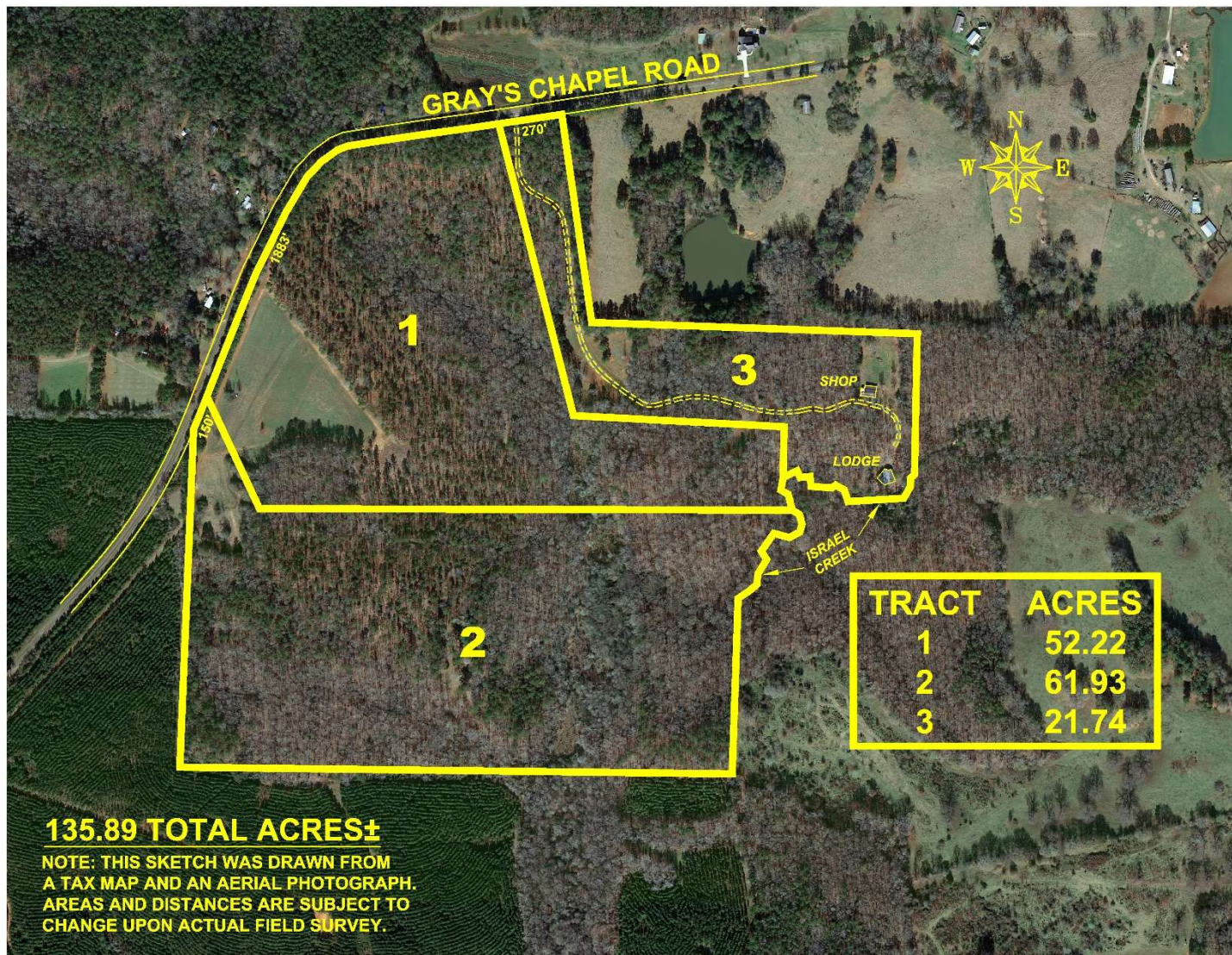
All that tract or parcel of land, containing 136.89 acres, lying and being in the south part of Land Lot No. 215 of the 11th Land District of Upson County, Georgia, on the southeast side of Gray's Chapel Road and designated Tract "C" upon plat thereof prepared by Moore & Self, Surveyors, dated October 17, 1994, recorded in Plat Book 11, page 114, Clerk's Office, Superior Court, Upson County, Georgia, reference to which is here made in aid of this description. The tract here conveyed is more particularly described according to said plat as follows: BEGINNING at the original southwest corner of said Land Lot 215, and running thence north 02 degrees 10 minutes 44 seconds east along the west line of said land lot a distance of 1,491.53 feet to the center line of Gray's Chapel Road; thence northeasterly up the center line of Gray's Chapel Road the following courses and distances: North 22 degrees 57 minutes 26 second east 244.63 feet, north 22 degrees 15 minutes 20 seconds east 271.03 feet, north 22 degrees 25 minutes 25 seconds east 129.86 feet, north 24 degrees 18 minutes 32 seconds east 163.88 feet, north 27 degrees 53 minutes 24 seconds east 124.73 feet, north 32 degrees 23 minutes 15 seconds east 174.84 feet, north 37 degrees 57 minutes 29 seconds east 93.38 feet, north 48 degrees 55 minutes 58 seconds east 87.52 feet, north 64 degrees 04 minutes 15 seconds east 64.89 feet, north 78 degrees 51 minutes 03 seconds east 114.30 feet, north 82 degrees 20 minutes 27 seconds east 207.96 feet, north 82 degrees 29 minutes 10 seconds east 203.31 feet, north 81 degrees 59 minutes 33 seconds east 193.15 feet, and north 82 degrees 11 minutes 01 second east 187.07 feet to lands of E. L. Stephens, Jr., thence south 08 degrees 21 minutes 58 seconds east along the west boundary of said Stephens tract a distance of 909.09 feet to a rock; thence continuing along said Stephens tract, but running south 88 degrees 09 minutes 57 seconds east, a distance of 1,375.47 feet to the original east line of said Land Lot No. 215; thence south 00 degrees 55 minutes 04 seconds west along the east line of said land lot a distance of 594.63 feet to lands of Robert P. Brown located in the center of the run of a branch; thence westerly, southwesterly and southerly along the center of the run of said branch (separating the tract here conveyed from lands of Robert P. Brown) the following courses and distances: south 48 degrees 24 minutes 20 seconds west 21.97 feet, south 01 degree 59 minutes 58 seconds west 36.02 feet, south 29 degrees 48 minutes 48 seconds west 56.22 feet, south 86 degrees 21 minutes 14 seconds west 235.44 feet, north 18 degrees 10 minutes 19 seconds west 51.70 feet, north 60 degrees 59 minutes 29 seconds west 41.75 feet, south 54 degrees 17 minutes 02 seconds west 20.00 feet, north 86 degrees 06 minutes 31 seconds west 87.53 feet, north 06 degrees 25 minutes 00 seconds west 41.34 feet, south 83 degrees 38 minutes 58 seconds west 42.26 feet, north 24 degrees 01 minute 09 seconds west 31.07 feet, south 64 degrees 28 minutes 26 seconds west 65.43 feet, south 09 degrees 57 minutes 54 seconds west 53.41 feet, south 59 degrees 56 minutes 48 seconds east 35.80 feet, south 14 degrees 42 minutes 17 seconds east 69.20 feet, south 59 degrees 32 minutes 28 seconds east 33.96 feet, south 15 degrees 57 minutes 06 seconds east 43.97 feet, south 17 degrees 17 minutes 18 seconds west 34.89 feet, south 62 degrees 15 minutes 34 seconds west 48.50 feet, north 75 degrees 16 minutes 33 seconds west 68.02 feet, south 35 degrees 08 minutes 56 seconds west 91.68 feet, south 32 degrees 05 minutes 37 seconds east 42.23 feet, south 30 degrees 58 minutes 35 seconds west 70.83 feet, south 05 degrees 14 minutes 36 seconds west 44.06 feet, south 49 degrees 07 minutes 04 seconds west 45.02 feet, and south 55 degrees 54 minutes 59 seconds west 54.78 feet, thence leaving said branch and running south 01 degree 45 minutes 55 seconds west along the west boundary of said Brown tract a distance of 740.96 feet to the original south line of said Land Lot No. 215, and thence north 89 degrees 28 minutes 00 seconds west along the south line of said land lot a distance of 2,332.98 feet to the POINT OF BEGINNING.

This is the identical real estate conveyed to Triple E East, LLC, by warranty deed of Todd Jason Dender, dated February 9, 2007, and of record in Deed Book 1085, page 144, in the Office of the Clerk of the Superior Court of Upson County, Georgia.

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Exhibit "A2"



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Exhibit "B"

Special Stipulations

1. This sale will be closed by Matthew T. Mallory of Pasley, Nuce, Mallory, & Davis, LLC Attorneys at Law located at 300 West Gordon Street, Thomaston, GA 30286, (706) 646-3200. The closing attorney will charge the purchaser a closing fee of \$650 per cash transaction and \$800 per loan transaction. This fee includes conducting the closing, collecting and disbursing the funds and preparing a closing statement. If the purchaser wants a title opinion or other services, the closing attorney will provide them for an additional fee. The seller will pay for the preparation of the Deed only. The purchaser will pay all other closing costs associated with this sale including but not limited to recording, transfer tax, financing expenses, intangible taxes, title fees, title insurance, appraisals and inspection reports. The purchaser will be responsible for any bank wire fees associated with the closing incurred by the receiving or sending of purchaser's earnest money deposits.
2. Notwithstanding any provision to the contrary contained herein, in the event the Closing cannot occur when scheduled due to a COVID-19 related event ("CRE") resulting in the closing attorney, the mortgage lender and/or the Buyer and/or Seller being unable to perform their respective obligations, then the Closing shall be postponed until 7 days after the specific event delaying the Closing has been resolved. If the Buyer or Seller is unable to perform due to a CRE, the affected party shall promptly notify the other party both of the CRE and of its resolution. Buyer or Seller having concerns about attending the Closing or self-quarantining (in the absence of a quarantine or government ordered lockdown that specifically applies to Buyer and/or Seller) shall not excuse Buyer or Seller from attending the Closing either in-person, virtually or through a power of attorney. Buyer or Seller presently having COVID-19 shall excuse Buyer and/or Seller from attending the Closing until the party is no longer at risk of infecting others. However, in all situations where Buyer and/or Seller cannot attend the Closing, Buyer and or Seller shall use their best efforts to fulfill their contractual obligations through a power of attorney. Buyer or Seller experiencing a job loss, reduction in salary or other financial hardship shall not be deemed a CRE. If the CRE causing a permitted delay results in the Closing being delayed by more than 90 days from the original Closing date, then either Buyer or Seller may terminate this Agreement without penalty upon notice to the other party.
3. In the event the property sells divided a boundary survey will be made by Craig Bargstadt of True Point Surveying located at 637 Pat Dixon Road, Hazlehurst, Georgia, (912) 551-9172, a land surveyor registered in the state of Georgia to perform a boundary survey of the property in accordance with the minimum technical requirements for the state of Georgia and certified in favor of Purchaser and Seller. The Survey shall be subject to Seller's approval. The surveyor will charge \$0.36 cents per linear foot on all exterior lines and \$0.18 cents per linear foot on all common lines between auction purchasers. The final sale price shall be determined by multiplying \$_____/acre (contract price per acre) by the number of surveyed acres rounded to the nearest one-thousandth of an acre. Division stakes are intended for approximation use only. Actual boundary lines are to be determined by field survey and may vary from field markers. It is understood that the acreage and dimensions of the tracts may vary according to the actual survey. All survey expenses will be paid by the Purchaser. For this fee, the surveyor will mark all property corners and provide the Purchaser with a recordable plat. This fee does not include the actual openings of the lines. The surveyor will open lines for an additional fee. As used herein, the term "surveyed acreage" means the total gross acreage of the property without any deduction for any portion thereof located within the bounds of any roadways (except deeded roads) easements or other rights of way, including, without limitation, electric transmission lines or other utility easements. If the purchaser wants survey services in addition to the above-described services, the surveyor will provide them for an additional fee. In the event either party defaults under the terms of this Contract, the defaulting party will be responsible for the surveying expense. This final recorded plat will be subject to Upson County Building and Zoning's approval.
4. The 2024 Ad Valorem taxes will be prorated between the seller and purchaser as of the date of closing.
5. The property is being sold as-is where-is.

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6. This property is sold subject to all outstanding easements on said property for roads, power and telephone lines and the like and likewise subject to any cemetery or cemeteries that may now exist on this property.
7. This contract excludes all personal property located on the property.
8. This property is being conveyed by Warranty Deed.
9. Possession of the property will be granted at closing.

SAMPLE

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Exhibit "C"

AGENCY / TRANSACTION BROKER

This Exhibit sets forth the relationship of the Broker(s) to Purchaser and Seller for the purchase and sale of real property located at Tract(s) _____, _____ +/- Acres, 339 Grays Chapel Rd, Yatesville, Upson County, GA 31097 with an Offer Date of Tuesday, February 27, 2024.

BROKERAGE AND AGENCY

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

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

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

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

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

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

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

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

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

Dual Agency Disclosure

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

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

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

Transaction Brokerage Disclosure

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

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

Purchaser's Initials: _____ / _____

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

Seller's Initials: _____ / _____

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