

EXHIBIT "A"

TERMS AND CONDITIONS
Former Country's BBQ & Buck's Place Buildings & 1.38+/- Acres
Prattville, Alabama
Thursday, March 5, 2 PM CST

CONDITIONS OF SALE: American Auctioneers, LLC in conjunction with Rebel Auction Co., Inc. (Auctioneer) have entered into a contract with William Larry Powell Company (Seller) to offer at public auction certain real estate consisting of:

- 4,962+/- Square Foot building at 130 North Memorial Drive (former location of Country's BBQ), Prattville, Alabama
- 4,415+/- Square Foot building at 150 North Memorial Drive (former location of Buck's Place), Prattville, Alabama

All property is selling "AS IS, WHERE IS" free and clear from all liens and judgments. It is offered for sale and sold "AS IS and WITH ALL FAULTS, IF ANY" without representation or warranty of any kind as to their condition. No warranties, either statutory or otherwise, expressed or implied, including those as to the fitness for a particular use or purpose, habitability, merchantability, or environmental condition including, but not limited to, any hazardous substances, hazardous waste, petroleum or petroleum by-products concerning the property are given by the Auctioneer or Seller. All bidders acknowledge and agree by their participation in the Auction, that he/she has inspected the Property and is not relying on any warranty or representation of the Seller, Auctioneer or any agent thereof.

All decisions of the Auctioneer will be final, including the increments of bidding, disputes among bidders or any other issues that might arise before, during or after the Auction.

The sellers have the right to add or withdraw all or any portion of the property before the bidding begins on March 5, 2020.

These "Terms and Conditions" supersede all other printed and oral statements and will be attached to and become a part of the Real Estate Sales Contract, which will prevail over this document and any other agreement between the buyer and seller.

We request all bidders register and obtain a bid number. This is a cash sale. It is not contingent upon Purchaser obtaining financing.

RESERVATIONS & RESTRICTIONS: The real estate will be sold subject to any and all restrictions, public utilities, encroachments, zoning ordinances, easements, regulations, covenants, any existing rights of way and all other matters now of record. A list of the items to be sold separately from the real estate is attached and will also be made part of the contract. These items will sell immediately following the real estate and will be removed by the respective buyers at their expense prior to closing.

Buyer Initial

PAYMENT: A 10% Buyer's Premium on Real Estate will be added to the Bid Price today to arrive at the final purchase price. The purchaser will be required to sign the Real Estate Sales Contract and pay a non-refundable earnest money deposit equal to 10% of the final purchase price immediately following the Auction. This payment may be made with either a personal or company check. This deposit will be held in a non-interest bearing escrow account under the control of American Auctioneers. No disbursements will be made from this escrow account until closing or otherwise in accordance with this agreement. In the event the purchaser(s) fails to close and pay his/her balance when due, the deposit may be retained by the Seller and Auctioneer as liquidated damages in addition to any other remedies available to the Seller and Auctioneer. State, County and City sales tax (9.5%) will apply to the furniture and appliances being sold separately.

SURVEY: Property has not been surveyed for this auction. Property will be sold by Autauga County, Alabama tax map. If purchaser requires a survey, it will be done at his or her expense prior to closing.

CLOSING: Closing shall take place within 30 days of auction, in accordance with the Real Estate Sales Contract, or on a date mutually agreed upon by the Seller and Purchaser(s) in writing.

CLOSING COSTS: The seller will provide a warranty deed at closing. If the seller is unable to convey clear title to the property, the Purchaser(s) Earnest money deposit will be returned. **All other costs including, but not limited to, Attorney's Closing Fees, Recording and Handling Fees, Deed Transfer Taxes, Title Search, Title Insurance, Loan Origination Fees, etc., will be at the Purchaser's expense.**

POSSESSION: Purchaser(s) will be granted possession at closing, on or before April 6, 2020.

TAXES: The real estate property taxes will be prorated to the date of closing. If any additional taxes are assessed resulting from the change of use by the purchaser(s), they will be the responsibility of the purchaser(s).

AGENCY: The Auctioneer is acting as **agent for the Seller** only in this transaction and is to be paid a fee pursuant to a separate written agreement between Sellers and the Auctioneer. The Auctioneer is not acting as an agent for the Purchaser(s) in this transaction. Any third party broker is not a sub-agent of the Auctioneer.

BUYER'S NOTE: American Auctioneers, LLC, Rebel Auction Co., Inc. and the Seller reserve the right to amend any terms of conditions of the auction by announcing such amendments prior to or during the auction. All information published, announced or contained herein was derived from sources believed to be correct; however, it is not guaranteed by the Sellers or the Auctioneer. The Auctioneer makes no warranty or guarantee as to the correctness and completeness of any information. Personal on-site inspection of the property is strongly recommended. The failure of any bidder to inspect, or to be fully informed as to the condition of the property, will not constitute grounds for any claim or demand for adjustment or withdrawal of bid, offer, or earnest money after its opening tender. Any and all announcements made from the auction stand take precedence over all other verbal, printed, announced and/or distributed information.

American Auctioneers, LLC and Rebel Auction Co., Inc. are the “Agents of the Seller” and our fiduciary duties of loyalty and faithfulness are owed to the Sellers.

NOTE: This auction is being recorded by both audio and video in its entirety for legal purposes.

I have received, read, understand and agree to the information in these “Terms and Conditions” which will become a part of the sales contract and will hereafter be Exhibit “A”.

I, Purchaser(s), certify that I have been provided a copy and have read and understand these “Terms & Conditions”.

March 5, 2020

Date

Purchaser

March 5, 2020

Date

Purchaser

I, Seller(s), certify that I have been provided a copy and have read and understand these “Terms & Conditions”.

March 5, 2020

Date

Seller

I certify that I have provided both the Buyer(s) and the Seller(s) named above a copy of “Terms & Conditions.”

March 5, 2020

Date

Broker, American Auctioneers