

SEALED BID AUCTION

Pleasant Grove Farms, LLC

Terms and Conditions of Sealed Bid are as follows:

Sale Bidders must conduct their own due diligence prior to submitting a bid, all bidders are encouraged to make a thorough inspection.

Not later than October 1, 2022, bid participants are required to submit a Purchase Agreement provided by Pleasant Grove Farms, LLC. Alterations to the Purchase Agreement may cause Pleasant Groves Farms, LLC to consider a bid non-conforming, in which case the bid may not be evaluated. Seller reserves the right to reject any bid which is considered non-conforming. Only written bids will be considered.

Seller will review all bids received by the October1, 2022. Bids rejected as non-conforming will be returned without further evaluation. After consideration of all bids, the Seller, in its sole and absolute discretion, may select a successful bidder.

Seller reserves the right to decline any and all bids, postpone, extend or cancel the bid deadline, and, in its sole discretion, to withdraw the sealed bid auction at any time without notice. Seller may require verification of funds prior to acceptance of any bid.

The Effective Date of the award of the bid shall be the date that the Seller executes the Sale and Purchase Agreement. Since time is of essence, the successful bidder will be notified of the award in writing and provided the fully with executed Sale and Purchase Agreement to be sent by email.

After the Effective Date, the successful bidder and the Seller shall consummate and close the purchase on or before two (2) days from the Effective Date.

Pleasant Grove Farms, LLC, and their employees, agents, subsidiaries or affiliates, acknowledge that the forgoing may not have complete knowledge of the physical or economic characteristics of the animal(s) being sold. Accordingly, Pleasant Grove Farms, LLC, and their employees, agents, subsidiaries or affiliates, hereby disclaim and warranty, guaranty or representation, express or implied, oral or written, past, present, or future, of, as to or make any warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, habitability, merchantability or fitness for a particular purpose, with respect to the animals(s). Purchaser is buying the animals(s) based on its own investigations, and, by accepting the animal(s), acknowledges that it has conducted such investigation as it has deemed necessary or advisable and that Purchaser is not relying upon any representations of Seller or its agents whatsoever and conveyance shall be 'as is, where is, with all faults.'

Identification Number: _____
Sealed Bid Submittal Date: _____

SALE AND PURCHASE AGREEMENT

This Sale and Purchase Agreement (this "Agreement") is made _____ 2022, hereafter referred to as the Effective Date, between the undersigned Pleasant Grove Farms, LLC, hereafter referred to as Seller and _____, hereafter referred to as Purchaser.

1. Agreement to Purchase.

- (a) Seller hereby agrees to sell and Purchaser agrees to purchase at the purchase price and upon the terms and conditions hereinafter set forth all of Seller's right, title and interest in and to that certain Registered Black Angus Bull, hereafter referred to as animal, located at Pleasant Grove Farms, LLC, 2401 Pleasant Grove Road, Loris, SC 29566.
- (b) Purchaser acknowledges prior receipt of those Terms and Conditions related to that Sealed Bid Auction the deadline of which is October 1, 2022 and acknowledges to have read and understand the same which are hereby attached hereto as **Exhibit A**.

2. **Purchase Price.** The purchase price to be paid by Purchaser to Seller for the animal is \$_____ ("Purchase Price"), which shall be paid as follows:

The payment of the Purchase Price, shall be paid not later than two (2) days from the Effective Date of this agreement.

In such event as the Purchaser may fail to deliver the Purchase Price as provided for above, this in the sole discretion of the Seller, Seller may void this agreement which in such case, neither the Seller of the Purchaser shall have any further obligation, one to the other.

3. **As Is Condition of Animal.** Purchaser acknowledges that the Seller has offered the Purchaser the opportunity to conduct all review and inspections Purchaser may deem necessary, at the Purchaser's sole discretion and cost and that the Purchaser it is purchasing the animal "AS-IS-WHERE-IS AND WITH ALL FAULTS", and that Purchaser is not relying on any representation or warranty made by Seller or by any person acting on Seller's behalf. Purchaser and anyone claiming through Purchaser hereby fully and irrevocably releases Seller and Seller's agents and representatives from any and all claims it may now have or hereafter acquire against Seller or its agents and representatives for any cost, loss, liability, expense, damage, action or cause of action, whether foreseen or unforeseen, arising from or related to the physical, economic or any condition of the animal. This provision shall survive the Purchaser's purchase of the animal..

4. Representations and Warranties.

- (a) Seller represents and warrants to Purchaser as follows:

(i) Seller is a duly formed and validly existing organization, duly authorized to execute this Agreement.

(b) Purchaser represents and warrants to Seller as follows:

(i) Purchaser has not relied and will not rely on any express or implied representations, warranties, statements, or information pertaining to the animal made or furnished by Seller or any representative of Seller.

6. **Purchase.** Purchase of the sale contemplated by this Agreement shall occur on or before two (2) days after the Effective Date.

7. **Possession.** Purchaser shall be entitled to possession of the animal upon Purchase.

14. **Notices.** Any notice required or permitted under this Agreement shall be in writing and shall be delivered by register or certified mail, first class postage prepaid, address to the respective parties at the following addresses or such other address as provided by notice:

Seller: **T. Van Davenport**
Pleasant Grove Farms, LLC
2511 N. Oak Street
Myrtle Beach, SC 29577

Purchaser: _____

18. **Time.** Time is of the essence of this Agreement.

20. **Miscellaneous.**

(a) This Agreement shall be interpreted according to and shall be governed by the internal laws of the State of South Carolina.

(b) Any changes or modifications of this Agreement must be in writing, and signed by the parties hereto. This Agreement supersedes any previous understandings or agreements between the parties relating to the Property.

(c) Paragraph headings are for convenience only, and in no way define or limit the scope and content of this Agreement.

(c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided this paragraph shall not permit any assignment contrary to the provisions of this Agreement.

(d) Except as otherwise expressly provided herein, the provisions of this Agreement shall not survive Closing.

(i) The term "Effective Date of this Agreement" as used in this Agreement shall mean the date upon which Seller executes this Agreement as set forth below.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

SELLER:

By: Pleasant Grove Farms, LLC

Name: T. Van Davenport

Title: Managing Member

Date Executed by Seller: _____

PURCHASER SIGNATURE:

Name: _____

Date Executed by Seller: _____

Attachments:

Exhibit A - Terms and Conditions