

Warranty Bill of Sale

This Warranty Bill of Sale is executed as of July 22, 2022 (the "Effective Date"), by BELL RESTORATION SERVICES, INC., a Georgia corporation ("Seller") and WILPRO ENTERPRISES, INC., a Georgia corporation ("Buyer").

Recitals

A. Seller and Buyer have entered into an Purchase Agreement effective as of April 12, 2022 ("Purchase Agreement"), whereby Seller has agreed to sell and Buyer has agreed to purchase certain assets described therein as the "Business" (all such assets being sold hereinafter collectively referred to as the "Assets").

B. Capitalized terms used herein and not otherwise defined herein have the meanings ascribed to such terms in the Purchase Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller agrees as follows:

Seller hereby sells, assigns, grants and conveys to Buyer all of Seller's right, title and interest in and to the Assets. The Purchase Agreement and all exhibits attached thereto are incorporated herein by this reference.

TO HAVE AND TO HOLD said Assets unto Buyer, its successors and assigns forever. Seller will forever warrant and defend the title to the Assets against the claims of all persons whomsoever.

Seller represents and warrants that it has full and free right to assign, sell, convey, set over and transfer the same to Buyer without notice to or consent from any person, party or entity; and that Seller is hereby estopped from asserting, claiming, or in any manner asserting that this instrument is not effective to accomplish said assignment, sale, conveyance, setting over and transfer to Buyer under the laws of the State of Georgia. Seller agrees to be solely responsible for and shall indemnify and hold harmless Buyer, its members, officers, directors, successors and assigns (collectively, the "Indemnified Parties", or individually, an "Indemnified Party"), from and against and in respect of, and shall on demand reimburse, each Indemnified Party for any and all liabilities, losses, damages, obligations, claims or demands, and any and all actions, suits, proceedings, claims, demands, assessments, judgments, costs and expenses, including without limitation, reasonable attorney's fees, incident to or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof, or in enforcing, any of the aforesaid indemnification obligations arising out of or relating to (i) the operation of the Business or regarding the ownership of the Assets prior to the Date of Closing and/or any and all debts, liabilities and obligations of, and any and all violations of laws, rules, regulations or ordinances by, Seller which arise out of any transaction, act, sale of goods or services, circumstances or state of facts which occurs prior to the date hereof, including without limitation any liabilities or obligations under any environmental laws or regulations relating to the creation, use, storage or discharge of any materials by the Business, or (ii) any federal, state or local tax liability (including penalties and interest) arising in respect to any tax period prior to the date hereof.

This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Georgia without regard to conflicts-of-law principles that would require the application of any other law.

Seller shall furnish all such other assignments or documents of transfer as Buyer may reasonably request.

IN WITNESS WHEREOF, Seller has executed this Warranty Bill of Sale as of the date first set forth above.

SELLER:

BELL RESTORATION SERVICES, INC.,
a Georgia corporation

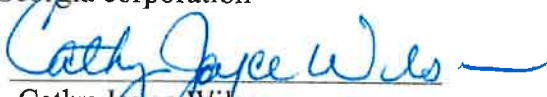
By: 

John C. Bell
President

(CORPORATE SEAL)

BUYER:

WILPRO ENTERPRISES, INC.,
a Georgia corporation

By: 

Cathy Joyce Wilson
President

(CORPORATE SEAL)

ASSIGNMENT OF CONTRACTS AND WORK IN PROGRESS

THIS ASSIGNMENT OF CONTRACTS AND WORK IN PROGRESS (hereinafter referred to as this "Agreement") is made as of the 22nd day of July, 2022, between BELL RESTORATION SERVICES, INC., a Georgia corporation (hereinafter referred to as ("Assignor")) and WILPRO ENTERPRISES, INC., a Georgia corporation, as party of the second part (hereinafter referred to as "Assignee").

WHEREAS, Assignor, on even date herewith, conveyed unto Assignee the Business, as defined in that certain Purchase Agreement, dated April 12, 2022 (the "Purchase Agreement") between Assignor and Assignee; and

WHEREAS, Assignor is the holder of all accounts, work in process and contracts for the performance of work or supply of materials by the Business outstanding on the date hereof, said contracts being more particularly described on the listing attached hereto as Exhibit "A" and by this reference incorporated herein (hereinafter collectively referred to as the "Contracts"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor is required to transfer and assign all of its right, title and interest in, to and under the Contracts to Assignee.

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignee hereby assigns, transfers, sets over, grants and conveys to Assignee all the right, title and interest of Assignor in, to and under the Contracts. Assignee specifically agrees to perform all remaining obligations of Assignor under the Contracts. Assignor represents and warrants to Assignee that all outstanding customer complaints under the Contracts have been resolved prior to the date hereof and agrees to indemnify, hold harmless and defend Assignee against any customer complaints under the Contracts arising out or related to Assignor's performance thereunder prior to the date hereof.

2. Assignor shall promptly execute and deliver to Assignee any additional instrument or other document which Assignee reasonably requests to evidence or better effect the assignment contained herein.

3. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

4. This Assignment shall be deemed to be an agreement made under the laws of the State of Georgia, and for all purposes shall be governed by and construed in accordance with such laws.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed under seal and as of the day and year first above written.

ASSIGNOR:

BELL RESTORATION SERVICES, INC.,
a Georgia corporation

By: 

John C. Bell
President

(CORPORATE SEAL)

ASSIGNEE:

WILPRO ENTERPRISES, INC.,
a Georgia corporation

By: 

Cathy Joyce Wilson
President

(CORPORATE SEAL)

EXHIBIT "A"

LIST OF CONTRACTS AND WORK IN PROGRESS

ASSIGNMENT OF INTANGIBLES

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BELL RESTORATION SERVICES, INC., a Georgia corporation (hereinafter called "Assignor"), does hereby assign, sell, convey, set over and transfer to WILPRO ENTERPRISES, INC., a Georgia corporation (hereinafter called "Assignee"), its successors and assigns, all of the following described rights, interests and property, to wit:

1. All transferable licenses, permits and other intangible personal property comprising, or used in connection with, the Business, as defined in that certain Purchase Agreement, dated April 12, 2022 (the "Purchase Agreement") between Assignor and Assignee, which has been conveyed by Assignor to Assignee on the date hereof pursuant to, and including, without limitation, the nonexclusive and nontransferable right to use the business or trade names SERVPRO® of GWINNETT SE, SERVPRO® of GWINNETT SW, and SERVPRO® of STONE MOUNTAIN, as described in the Servpro Franchise License Agreements #9777, Gwinnett SE, #9778, Gwinnett SW and #10557, Stone Mountain, or any derivations thereof or therefrom, used in connection with the Business, and other proprietary rights, which have been used in connection with the Business, including any goodwill associated therewith, together with the rights to all telephone, facsimile or E-Mail numbers or addresses answered by or at the address of the Business, and all trade secrets and trademarks used in connection with the Business, all as defined in the Purchase Agreement (the "Intangibles");

2. All unexpired warranties and guarantees covering the improvements, fixtures, appliances, equipment and personal property which are owned by Assignor and included within the Business.

3. All of Assignor's right, title and interest in and to all transferable service contracts entered into by Assignor in connection with the operation and management of the Business and in force on the date hereof.

Assignor represents and warrants that it has full and free right to assign, sell, convey, set over and transfer the same to Assignee without notice to or consent from any person, party or entity; and that Assignor is hereby estopped from asserting, claiming, or in any manner asserting that this instrument is not effective to accomplish said assignment, sale, conveyance, setting over and transfer to Assignee under the laws of the State of Georgia.

IN WITNESS WHEREOF, Assignor has caused these presents to be executed as of the 22nd day of July, 2022.

ASSIGNOR:

BELL RESTORATION SERVICES, INC.,
a Georgia corporation

By: 

John C. Bell
President

(CORPORATE SEAL)

ASSIGNEE:

WILPRO ENTERPRISES, INC.,
a Georgia corporation

By: 

Cathy Joyce Wilson
President

(CORPORATE SEAL)

PURCHASE MONEY PROMISSORY NOTE

\$3,000,000.00

July 22, 2022

FOR VALUE RECEIVED, WILPRO ENTERPRISES, INC., a Georgia corporation, with a business address at 505 Berry Drive, Suite 100, Villa Rica, Georgia 30180, Attention: Ricky R. Wilson (hereinafter referred to as "Maker"), hereby promises to pay to the order of BELL RESTORATION SERVICES, INC., with an address at 3325 Ivanhoe Drive, NW, Atlanta, Georgia 30327, Attention: John C. Bell (hereinafter referred to as "Payee", Payee and any and all other holders of this Note being hereinafter collectively referred to as "Holder"), the principal sum of THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00), together with interest as provided in this Note, at the address of Payee or such other place as any Holder hereof may designate in writing, as follows:

(a) Interest. This Note shall bear interest beginning on September 1, 2022 (the "Interest Commencement Date") at the simple non-compounded interest rate of four percent (4.00%) per annum (the "Interest Rate") on the principal balance of this note and shall be paid in the manner set forth in subparagraph (b).

(b) Payments and Maturity. This Note shall be payable in equal monthly installments of principal and interest in the amount of Thirty Thousand Three Hundred Seventy-Three and 54/100 Dollars (\$30,373.54) commencing on October 1, 2022 and continuing on the same day of every calendar month thereafter until and including April 1, 2023 (the "Principal Reduction Date"). An additional principal payment of One Hundred Thousand and No/100 Dollars (\$100,000.00) shall be due and payable on the Principal Reduction Date. Thereafter, this Note shall be payable in equal monthly installments of principal and interest commencing on May 1, 2023 and continuing on the same day of every calendar month thereafter in the amount necessary to fully amortize the principal balance hereof, plus interest thereon at the Interest Rate, over a period of one hundred and thirteen (113) months from and after the Principal Reduction Date. This note shall mature on October 1, 2032 (the "Maturity Date"), at which time the entire principal balance hereof, plus any unpaid accrued interest hereunder, shall be due and payable in full.

Notwithstanding any provisions in this Note, or in any instrument securing this Note, the total liability for payments legally regarded as interest shall not exceed the maximum limits imposed by the Laws of the State of Georgia in effect on the date hereof, and any payment of same in excess of the amount allowed thereby shall, as of the date of such payment, automatically be deemed to have been applied to the payment of the principal indebtedness evidenced hereby, or, if same has been fully repaid, shall be deemed to be held by Holder as additional security for all remaining indebtedness of Maker to Holder and shall be repaid to Maker upon demand after all of such indebtedness has been fully paid. Any notation or record of Holder with respect to such required application which is inconsistent with the provisions of this paragraph shall be disregarded for all purposes and shall not be binding upon either Maker or Holder.

All sums payable under this Note shall be paid in legal tender, for public and private purposes, of the United States of America at the time of such payment.

This Note may be prepaid in whole or in part, at any time without premium or penalty.

It is hereby expressly agreed that: (i) should any default be made in the payment of principal or interest as stipulated above, or (ii) should the Maker sell, transfer, assign or convey Maker's interest under the License Franchise Agreements, as defined in the Purchase Agreement of even date herewith between Maker and Payee, then, and in either of such events, the principal indebtedness evidenced hereby, together with all unpaid interest accrued thereon, shall, at the option of Holder, at once become due and payable and may be collected forthwith, regardless of the stipulated date of maturity.

TIME IS OF THE ESSENCE OF THIS NOTE.

Presentment for payment, demand, protest and notice of demand, notice of dishonor and notice of nonpayment and all other notices are hereby waived by Maker. No failure to accelerate the debt evidenced hereby by reason of default hereunder, acceptance of a past due installment, or indulgences granted from time to time shall be construed (i) as a novation of this Note or as a restatement of the indebtedness evidenced hereby or as a waiver of such right of acceleration or of the right of Holder thereafter to insist upon strict compliance with the terms of this Note, or (ii) to prevent the exercise of such right of acceleration or any other right granted hereunder or by applicable law; and Maker hereby expressly waives the benefit of any statute or rule of law or equity now provided, or which may hereafter be provided, which would produce a result contrary to or in conflict with the foregoing. No extension of the time for the payment of this Note or any installment due hereunder, made by agreement with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Maker under this Note, either in whole or in part unless Holder agrees otherwise in writing. This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

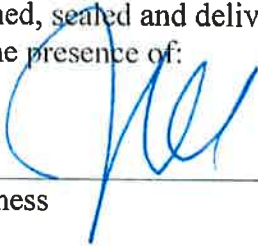
Maker hereby waives and renounces for itself, its heirs, successors and assigns, all rights to the benefits of any statute of limitations, any moratorium, reinstatement, marshaling, forbearance, valuation, stay, extension, redemption, appraisal and exemption now provided, or which may hereafter be provided, by the Constitution and laws of the United States of America and of any state thereof, against the enforcement and collection of the obligations evidenced by this Note.

This Note is intended as a contract under and shall be construed and enforceable in accordance with the laws of the State of Georgia.

As used herein, the terms "Maker" and "Holder" shall be deemed to include their respective heirs, successors, legal representatives and assigns, as the case may be, whether by voluntary action of the parties or involuntary by operation of law.

IN WITNESS WHEREOF, Maker has executed this Note under seal on the date first above written.

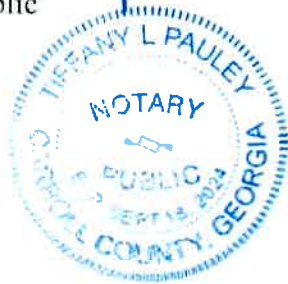
Signed, sealed and delivered
in the presence of:



Witness



Notary Public



WILPRO ENTERPRISES, INC.
A Georgia corporation

By: 
Cathy Joyce Wilson
President

(CORPORATE SEAL)

GUARANTY OF PAYMENT

FOR AND IN CONSIDERATION OF the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid or delivered to the undersigned RICKY R. WILSON (hereinafter referred to as "Guarantor"), the receipt and sufficiency whereof are hereby acknowledged by Guarantor, and for the purpose of seeking to induce BELL RESTORATION SERVICES, INC., a Georgia corporation (hereinafter referred to as "Lender") to extend or continue credit to WILPRO ENTERPRISES, INC., a Georgia corporation (hereinafter referred to as "Borrower"), which extension or continuation of credit will be to the direct interest and advantage of Guarantor, Guarantor does hereby unconditionally guarantee to Lender and its successors, successors-in-title and assigns the following obligations (collectively, the "Obligations"): the full and prompt payment when due, whether by acceleration or otherwise, with such interest as may accrue thereon, either before or after maturity thereof, of that certain Promissory Note of even date herewith from Borrower to Lender in the principal amount of \$3,000,000.00, together with any and all renewals, modifications, consolidations and extensions of the indebtedness evidenced thereby (collectively, the "Note"). Guarantor does hereby agree that if the Obligations are not paid or performed by Borrower in accordance with their respective terms, Guarantor will immediately make such payments or perform such non-monetary Obligations. Guarantor further agrees to pay Lender all expenses (including reasonable attorneys' fees) paid or incurred by Lender in endeavoring to collect the indebtedness evidenced by the Note to enforce the Obligations of Borrower guaranteed hereby, or any portion thereof, or to enforce this Guaranty.

This is a guaranty of payment and performance and not of collection. The liability of Guarantor under this Guaranty shall be direct and immediate and not conditional or contingent upon the pursuit of any remedies against Borrower or any other person, nor against securities or liens available to Lender, its successors, successors-in-title, endorsees or assigns.

Guarantor acknowledges that this Guaranty and the Note were negotiated, executed and delivered in the State of Georgia, and shall be governed and construed in accordance with the law of the State of Georgia.

Guarantor hereby (a) submits to personal jurisdiction in the State of Georgia for the enforcement of this Guaranty, and (b) waives any and all personal rights under the law of any state to object to jurisdiction within the State of Georgia for the purposes of litigation to enforce this Guaranty. Nothing contained herein, however, shall prevent Lender from bringing any action or exercising any rights against any security and against Guarantor personally, and against any property of Guarantor, within any other state. Initiating such proceeding or taking such action in any other state shall in no event constitute a waiver of the agreement contained herein that the law of the State of Georgia shall govern the rights and obligations of Guarantor and Lender hereunder or of the submission herein made by Guarantor to personal jurisdiction within the State of Georgia. The aforesaid means of obtaining personal jurisdiction and perfecting service of process are not intended to be exclusive but are cumulative and in addition to all other means of obtaining personal jurisdiction and perfecting service of process now or hereafter provided by the law of the State of Georgia.

This Guaranty may not be changed orally, and no obligation of Guarantor can be released or waived by Lender or any officer or agent of Lender, except by a writing signed by a duly authorized officer of Lender and bearing the seal of Lender. This Guaranty shall be irrevocable by Guarantor until all indebtedness guaranteed hereby has been completely repaid.

Any and all notices, elections or demands permitted or required to be made under this Guaranty shall be in writing, signed by the party giving such notice, election or demand, and shall be delivered personally, or sent by registered or certified United States mail, postage prepaid, to the other party at the address set forth below, or at such other address within the continental United States of America as may have theretofore been designated in writing. The effective date of such notice shall be the date of personal service or the date on which the notice is deposited in the mail.

The provisions of the Guaranty shall be binding upon the Guarantor and his successors, successors-in-title, heirs, legal representatives and assigns and shall inure to the benefit of Lender, its successors, successors-in-title, heirs, legal representatives and assigns. This Guaranty shall in no event be impaired by any change which may arise by reason of the death of Guarantor, or by reason of the dissolution of Borrower.

This Guaranty is assignable by Lender, and any assignment hereof or any transfer or assignment of the Note or portions thereof by Lender shall operate to vest in any such assignee all rights and powers herein conferred upon and granted to Lender.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty under seal as of the 22nd day of July 2022.

Signed, sealed and delivered
in the presence of:

Witness



Notary Public

GUARANTOR:



RICKY R. WILSON (L.S.)



GUARANTY OF PAYMENT

FOR AND IN CONSIDERATION OF the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid or delivered to the undersigned CATHY JOYCE WILSON (hereinafter referred to as "Guarantor"), the receipt and sufficiency whereof are hereby acknowledged by Guarantor, and for the purpose of seeking to induce BELL RESTORATION SERVICES, INC., a Georgia corporation (hereinafter referred to as "Lender") to extend or continue credit to WILPRO ENTERPRISES, INC., a Georgia corporation (hereinafter referred to as "Borrower"), which extension or continuation of credit will be to the direct interest and advantage of Guarantor, Guarantor does hereby unconditionally guarantee to Lender and its successors, successors-in-title and assigns the following obligations (collectively, the "Obligations"): the full and prompt payment when due, whether by acceleration or otherwise, with such interest as may accrue thereon, either before or after maturity thereof, of that certain Promissory Note of even date herewith from Borrower to Lender in the principal amount of \$3,000,000.00, together with any and all renewals, modifications, consolidations and extensions of the indebtedness evidenced thereby (collectively, the "Note"). Guarantor does hereby agree that if the Obligations are not paid or performed by Borrower in accordance with their respective terms, Guarantor will immediately make such payments or perform such non-monetary Obligations. Guarantor further agrees to pay Lender all expenses (including reasonable attorneys' fees) paid or incurred by Lender in endeavoring to collect the indebtedness evidenced by the Note to enforce the Obligations of Borrower guaranteed hereby, or any portion thereof, or to enforce this Guaranty.

This is a guaranty of payment and performance and not of collection. The liability of Guarantor under this Guaranty shall be direct and immediate and not conditional or contingent upon the pursuit of any remedies against Borrower or any other person, nor against securities or liens available to Lender, its successors, successors-in-title, endorsees or assigns.

Guarantor acknowledges that this Guaranty and the Note were negotiated, executed and delivered in the State of Georgia, and shall be governed and construed in accordance with the law of the State of Georgia.

Guarantor hereby (a) submits to personal jurisdiction in the State of Georgia for the enforcement of this Guaranty, and (b) waives any and all personal rights under the law of any state to object to jurisdiction within the State of Georgia for the purposes of litigation to enforce this Guaranty. Nothing contained herein, however, shall prevent Lender from bringing any action or exercising any rights against any security and against Guarantor personally, and against any property of Guarantor, within any other state. Initiating such proceeding or taking such action in any other state shall in no event constitute a waiver of the agreement contained herein that the law of the State of Georgia shall govern the rights and obligations of Guarantor and Lender hereunder or of the submission herein made by Guarantor to personal jurisdiction within the State of Georgia. The aforesaid means of obtaining personal jurisdiction and perfecting service of process are not intended to be exclusive but are cumulative and in addition to all other means of obtaining personal jurisdiction and perfecting service of process now or hereafter provided by the law of the State of Georgia.

This Guaranty may not be changed orally, and no obligation of Guarantor can be released or waived by Lender or any officer or agent of Lender, except by a writing signed by a duly authorized officer of Lender and bearing the seal of Lender. This Guaranty shall be irrevocable by Guarantor until all indebtedness guaranteed hereby has been completely repaid.

Any and all notices, elections or demands permitted or required to be made under this Guaranty shall be in writing, signed by the party giving such notice, election or demand, and shall be delivered personally, or sent by registered or certified United States mail, postage prepaid, to the other party at the address set forth below, or at such other address within the continental United States of America as may have theretofore been designated in writing. The effective date of such notice shall be the date of personal service or the date on which the notice is deposited in the mail.

The provisions of the Guaranty shall be binding upon the Guarantor and his successors, successors-in-title, heirs, legal representatives and assigns and shall inure to the benefit of Lender, its successors, successors-in-title, heirs, legal representatives and assigns. This Guaranty shall in no event be impaired by any change which may arise by reason of the death of Guarantor, or by reason of the dissolution of Borrower.

This Guaranty is assignable by Lender, and any assignment hereof or any transfer or assignment of the Note or portions thereof by Lender shall operate to vest in any such assignee all rights and powers herein conferred upon and granted to Lender.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty under seal as of the 22nd day of July 2022.

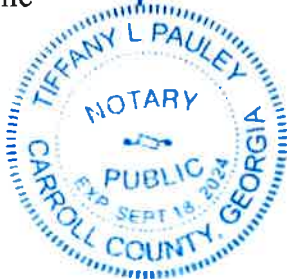
Signed, sealed and delivered
in the presence of:

Witness

GUARANTOR:

 (L.S.)
CATHY JOYCE WILSON


Notary Public



GUARANTY OF PAYMENT

FOR AND IN CONSIDERATION OF the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid or delivered to the undersigned ZACHARY D. WILSON (hereinafter referred to as "Guarantor"), the receipt and sufficiency whereof are hereby acknowledged by Guarantor, and for the purpose of seeking to induce BELL RESTORATION SERVICES, INC., a Georgia corporation (hereinafter referred to as "Lender") to extend or continue credit to WILPRO ENTERPRISES, INC., a Georgia corporation (hereinafter referred to as "Borrower"), which extension or continuation of credit will be to the direct interest and advantage of Guarantor, Guarantor does hereby unconditionally guarantee to Lender and its successors, successors-in-title and assigns the following obligations (collectively, the "Obligations"): the full and prompt payment when due, whether by acceleration or otherwise, with such interest as may accrue thereon, either before or after maturity thereof, of that certain Promissory Note of even date herewith from Borrower to Lender in the principal amount of \$3,000,000.00, together with any and all renewals, modifications, consolidations and extensions of the indebtedness evidenced thereby (collectively, the "Note"). Guarantor does hereby agree that if the Obligations are not paid or performed by Borrower in accordance with their respective terms, Guarantor will immediately make such payments or perform such non-monetary Obligations. Guarantor further agrees to pay Lender all expenses (including reasonable attorneys' fees) paid or incurred by Lender in endeavoring to collect the indebtedness evidenced by the Note to enforce the Obligations of Borrower guaranteed hereby, or any portion thereof, or to enforce this Guaranty.

This is a guaranty of payment and performance and not of collection. The liability of Guarantor under this Guaranty shall be direct and immediate and not conditional or contingent upon the pursuit of any remedies against Borrower or any other person, nor against securities or liens available to Lender, its successors, successors-in-title, endorsees or assigns.

Guarantor acknowledges that this Guaranty and the Note were negotiated, executed and delivered in the State of Georgia, and shall be governed and construed in accordance with the law of the State of Georgia.

Guarantor hereby (a) submits to personal jurisdiction in the State of Georgia for the enforcement of this Guaranty, and (b) waives any and all personal rights under the law of any state to object to jurisdiction within the State of Georgia for the purposes of litigation to enforce this Guaranty. Nothing contained herein, however, shall prevent Lender from bringing any action or exercising any rights against any security and against Guarantor personally, and against any property of Guarantor, within any other state. Initiating such proceeding or taking such action in any other state shall in no event constitute a waiver of the agreement contained herein that the law of the State of Georgia shall govern the rights and obligations of Guarantor and Lender hereunder or of the submission herein made by Guarantor to personal jurisdiction within the State of Georgia. The aforesaid means of obtaining personal jurisdiction and perfecting service of process are not intended to be exclusive but are cumulative and in addition to all other means of obtaining personal jurisdiction and perfecting service of process now or hereafter provided by the law of the State of Georgia.

This Guaranty may not be changed orally, and no obligation of Guarantor can be released or waived by Lender or any officer or agent of Lender, except by a writing signed by a duly authorized officer of Lender and bearing the seal of Lender. This Guaranty shall be irrevocable by Guarantor until all indebtedness guaranteed hereby has been completely repaid.

Any and all notices, elections or demands permitted or required to be made under this Guaranty shall be in writing, signed by the party giving such notice, election or demand, and shall be delivered personally, or sent by registered or certified United States mail, postage prepaid, to the other party at the address set forth below, or at such other address within the continental United States of America as may have theretofore been designated in writing. The effective date of such notice shall be the date of personal service or the date on which the notice is deposited in the mail.

The provisions of the Guaranty shall be binding upon the Guarantor and his successors, successors-in-title, heirs, legal representatives and assigns and shall inure to the benefit of Lender, its successors, successors-in-title, heirs, legal representatives and assigns. This Guaranty shall in no event be impaired by any change which may arise by reason of the death of Guarantor, or by reason of the dissolution of Borrower.

This Guaranty is assignable by Lender, and any assignment hereof or any transfer or assignment of the Note or portions thereof by Lender shall operate to vest in any such assignee all rights and powers herein conferred upon and granted to Lender.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty under seal as of the 22nd day of July 2022.

Signed, sealed and delivered
in the presence of:

Witness



Notary Public

GUARANTOR:



ZACHARY D. WILSON (L.S.)



GUARANTY OF PAYMENT

FOR AND IN CONSIDERATION OF the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid or delivered to the undersigned JEREMY R. WILSON (hereinafter referred to as "Guarantor"), the receipt and sufficiency whereof are hereby acknowledged by Guarantor, and for the purpose of seeking to induce BELL RESTORATION SERVICES, INC., a Georgia corporation (hereinafter referred to as "Lender") to extend or continue credit to WILPRO ENTERPRISES, INC., a Georgia corporation (hereinafter referred to as "Borrower"), which extension or continuation of credit will be to the direct interest and advantage of Guarantor, Guarantor does hereby unconditionally guarantee to Lender and its successors, successors-in-title and assigns the following obligations (collectively, the "Obligations"): the full and prompt payment when due, whether by acceleration or otherwise, with such interest as may accrue thereon, either before or after maturity thereof, of that certain Promissory Note of even date herewith from Borrower to Lender in the principal amount of \$3,000,000.00, together with any and all renewals, modifications, consolidations and extensions of the indebtedness evidenced thereby (collectively, the "Note"). Guarantor does hereby agree that if the Obligations are not paid or performed by Borrower in accordance with their respective terms, Guarantor will immediately make such payments or perform such non-monetary Obligations. Guarantor further agrees to pay Lender all expenses (including reasonable attorneys' fees) paid or incurred by Lender in endeavoring to collect the indebtedness evidenced by the Note to enforce the Obligations of Borrower guaranteed hereby, or any portion thereof, or to enforce this Guaranty.

This is a guaranty of payment and performance and not of collection. The liability of Guarantor under this Guaranty shall be direct and immediate and not conditional or contingent upon the pursuit of any remedies against Borrower or any other person, nor against securities or liens available to Lender, its successors, successors-in-title, endorsees or assigns.

Guarantor acknowledges that this Guaranty and the Note were negotiated, executed and delivered in the State of Georgia, and shall be governed and construed in accordance with the law of the State of Georgia.

Guarantor hereby (a) submits to personal jurisdiction in the State of Georgia for the enforcement of this Guaranty, and (b) waives any and all personal rights under the law of any state to object to jurisdiction within the State of Georgia for the purposes of litigation to enforce this Guaranty. Nothing contained herein, however, shall prevent Lender from bringing any action or exercising any rights against any security and against Guarantor personally, and against any property of Guarantor, within any other state. Initiating such proceeding or taking such action in any other state shall in no event constitute a waiver of the agreement contained herein that the law of the State of Georgia shall govern the rights and obligations of Guarantor and Lender hereunder or of the submission herein made by Guarantor to personal jurisdiction within the State of Georgia. The aforesaid means of obtaining personal jurisdiction and perfecting service of process are not intended to be exclusive but are cumulative and in addition to all other means of obtaining personal jurisdiction and perfecting service of process now or hereafter provided by the law of the State of Georgia.

This Guaranty may not be changed orally, and no obligation of Guarantor can be released or waived by Lender or any officer or agent of Lender, except by a writing signed by a duly authorized officer of Lender and bearing the seal of Lender. This Guaranty shall be irrevocable by Guarantor until all indebtedness guaranteed hereby has been completely repaid.

Any and all notices, elections or demands permitted or required to be made under this Guaranty shall be in writing, signed by the party giving such notice, election or demand, and shall be delivered personally, or sent by registered or certified United States mail, postage prepaid, to the other party at the address set forth below, or at such other address within the continental United States of America as may have theretofore been designated in writing. The effective date of such notice shall be the date of personal service or the date on which the notice is deposited in the mail.

The provisions of the Guaranty shall be binding upon the Guarantor and his successors, successors-in-title, heirs, legal representatives and assigns and shall inure to the benefit of Lender, its successors, successors-in-title, heirs, legal representatives and assigns. This Guaranty shall in no event be impaired by any change which may arise by reason of the death of Guarantor, or by reason of the dissolution of Borrower.

This Guaranty is assignable by Lender, and any assignment hereof or any transfer or assignment of the Note or portions thereof by Lender shall operate to vest in any such assignee all rights and powers herein conferred upon and granted to Lender.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty under seal as of the 22nd day of July 2022.

Signed, sealed and delivered
in the presence of:

Michelle C. George
Witness

Sonja M. Kerst
Notary Public

GUARANTOR:
[Signature] (L.S.)
JEREMY R. WILSON

