Letter of Intent

THIS LETTER OF INTENT (the "Document") made as of this 18th day of June, 2026 (the "Execution Date"),

BETWEEN:

12 Brothers Venture Capital, LLC of 3775 Venture Dr, Duluth, GA 30096, USA Suite D300

(the "Purchaser")

- AND -

Development Authority of Lawrenceville (LDA) of 70 S Clayton St, Lawrenceville, GA 30046, USA

(the "Seller")

BACKGROUND:

A. The Seller is the owner of real property that is available for sale.

B. The Purchaser wishes to purchase real property from the Seller.

This Document will establish the basic terms to be used in a future real estate contract for sale ("the Contract") between the Seller and the Purchaser. The terms contained in this Document are not comprehensive and it is expected that additional terms may be added, and existing terms may be changed or deleted. The basic terms are as follows:

Non-Binding

1. This Document does not create a binding agreement between the Purchaser and the Seller and will not be enforceable. Only the Contract, duly executed by the Purchaser and the Seller, will be enforceable. The terms and conditions of the Contract will supersede any terms and conditions contained in this Document. The Purchaser and the Seller are not prevented from entering into negotiations with third parties with regard to the subject matter of this Document.

Transaction Description

2. The property (the "Property") that is the subject of this Document is located at:

   - TAX PARCEL: 5144 023A489 WEST PIKE STREETLAWRENCEVILLE, GEORGIA 30045 TAX PARCEL: 5144 030442 BUCHANAN STREETLAWRENCEVILLE, GEORGIA 30045 TAX PARCEL: 5144 027445 WEST PIKE STREETLAWRENCEVILLE, GEORGIA.

3. The legal land description for the Property is:

- See Exhibit "A"

Purchase Price

4. The total purchase price for the Property is $1,500,000.00 USD.

5. Purchaser agrees to pay for and install traffic signal on W Pike St having a horizontal alignment with Pike Park Dr.

6. The Purchaser will pay to the Seller the deposit amount of $25,000.00 USD (the "Deposit") 10 days after the execution of the Purchase and Sale Agreement.

7. The Purchaser will pay to the Seller the balance amount of $1,475,000.00 USD on or before the 30th day of September, 2026 (the "Closing Date") as payment in full for the Property.

8. The Purchaser will take possession of the Property on The 30th day of September, 2026.

Real Property Disclosure

9. The Seller does not know of any material facts that would affect the value of the Property, except those observable by the Purchaser or known to the Seller and stated in this Document.

Representations

10. The Seller represents and warrants that the Property is free and clear of any liens, charges, encumbrances or rights of others which will not be satisfied out of the sales proceeds. If the representations of the Seller are untrue upon the Closing Date, the Purchaser may terminate any future agreement without penalty and any deposits must be refunded.

Additional Terms

11. Updated Survey and Legal Description to be provided by the City of Lawrenceville

Per: ___________________________ (Seal)
12 Brothers Venture Capital, LLC
(Purchaser)