

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), made this ____ day of February 2021 (the "Effective Date") by and among LODGE DEVELOPMENT IV, LLC, a Georgia limited liability company (herein referred to as "Seller"), THE CITY LAWRENCEVILLE, GEORGIA (herein referred to as "Purchaser" and "City") (each as "Party," and together the "Parties") and Chicago Title Insurance Company (c/o Susan Vander Meer) ("Escrow Agent").

RECITALS

A. Seller is the owner of that certain tract of real property located in Land Lot 11 of the 7th District, City of Lawrenceville, Gwinnett County, Georgia, having an address of 652 Buford Drive, Lawrenceville, Gwinnett County, Georgia, being Gwinnett County Tax Parcels R7011 004 and R7011 118, and being more particularly described in Exhibit "A" attached hereto and being made a part hereof, together with any easements and appurtenances thereunto belonging, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (the "Land"), together with any buildings, structures and other improvements located on the Land (the "Improvements") (the Land and Improvements being hereinafter collectively referred to as the "Real Property"), together with any furniture, declaration, appliances fixtures, equipment, and items of tangible personal property owned by Seller that are attached or appurtenant to the Real Property or located upon or within the Real Property (collectively, the "Personal Property") (the Real Property and Personal Property being hereinafter collectively referred to as the "Property"). Notwithstanding anything contained herein to the contrary, the term Property as used herein shall not include and shall specifically exclude the fixtures, furniture, furnishings, equipment and other personal property generally identified on Exhibit "B" attached hereto and made a part hereof by this reference (the "Excluded Personal Property").

B. Purchaser is a Georgia Municipal corporation.

C. The City is authorized pursuant to O.C.G.A. § 22-1-1 *et seq.* to exercise the power of eminent domain in order to acquire real and personal property for public use, including the remedying of blight.

D. The City and/or Purchaser have indicated to Seller that they desire to acquire the Property either as part of a negotiated transaction or by the exercise of the City's power of eminent domain.

E. In light of the City's intention to potentially acquire the Property by the exercise of its power of eminent domain, Seller desires to sell the Property to Purchaser and Purchaser desires to purchase the Property from Seller, all on the terms and conditions more particularly set forth herein, in a transaction qualifying for treatment under Section 1033 of the Internal Revenue Code, as an inducement to Seller to sell the Property to Purchaser. Seller waives any rights Seller may have under O.C.G.A. §22-1-2.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties hereto, the Parties hereto agree as follows:

1. PURCHASE PRICE. Subject to the terms and conditions herein, Seller shall sell and transfer the Property to Purchaser and Purchaser shall purchase the Property from Seller for the purchase price of SEVEN MILLION TWO HUNDRED THOUSAND AND NO/100THS DOLLARS (\$7,200,000.00) (the "Purchase Price") payable by wire of immediately available funds at the consummation of the transaction contemplated hereby (the "Closing") subject to any prorations or adjustments described in this Agreement.

2. EARNEST MONEY DEPOSIT.

A. Initial Earnest Money. The Purchaser, on or before three (3) calendar days after the final execution of this Agreement by the Seller, shall deliver to the Escrow Agent the Purchaser's check in the amount of ONE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$100,000.00) (herein together with any and all additional earnest money paid pursuant to the terms of Paragraph 2.B. and 2.C hereof and any and all interest thereon, referred to as the "Earnest Money Deposit"). The Earnest Money Deposit held by Escrow Agent shall be applied against the Purchase Price at Closing, subject to the terms and conditions of this Agreement and the Escrow Agreement with Escrow Agent or otherwise disbursed as provided herein.

B. First Additional Earnest Money. In the event the Purchaser does not terminate this Agreement on or before the expiration of the "Expiration Date", as that term is hereafter defined, the Purchaser shall, on or before the Guest Access Date, as defined in Section 11 below, deliver to the Escrow Agent, as additional Earnest Money Deposit, the sum of NINE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$900,000.00).

C. Second Additional Earnest Money. In the event the Purchaser does not terminate this Agreement on or before the expiration of the "Expiration Date", as that term is hereafter defined, the Purchaser shall, on or before the Vacancy Commencement Date, as defined in Section 11 below, deliver to the Escrow Agent, as additional Earnest Money Deposit, the sum of TWO MILLION, SIX HUNDRED THOUSAND AND NO/100THS DOLLARS (\$2,600,000.00).

3. SURVEY. Purchaser may, at its sole cost and expense, cause a Georgia registered land surveyor (herein referred to as the "Surveyor") to make a boundary survey (herein referred to as the "Survey") of the Real Property for the purpose of determining the exact number of acres within the boundary of the Real Property (to the nearest one thousandth (1/1000th) of an acre), the boundary lines of the Real Property, the location of all rights-of-way, buffers, easements and encroachments, if any, affecting the Real Property and any portion of the Real Property located within an area of special flood hazard as designated by the United States Department of Housing and Urban Development, the Federal Emergency Management Agency or any similar federal, state or local agency. In the event Purchaser elects to obtain a Survey, it shall be addressed to Purchaser and Seller and Seller agrees to deliver to Purchaser at the Closing, in addition to a limited warranty deed

using the legal description on Exhibit "A", a quitclaim deed based on legal description derived from the Survey. Purchaser acknowledges and agrees that Seller makes no warranty concerning the exact acreage of the Real Property.

4. CONVEYANCE OF TITLE.

(A) Seller shall convey good and marketable fee simple title to the Real Property subject to Permitted Title Exceptions, as hereinafter defined, to Purchaser pursuant to recordable limited warranty deed. The Real Property shall be conveyed free and clear of all liens, encumbrances and other exceptions to title, except for: (i) those title encumbrances and other exceptions which are approved by Purchaser in the exercise of its sole discretion; (ii) those other title encumbrances and other exceptions which are waived by Purchaser pursuant to the provisions of this Agreement; (iii) any guest in possession of the Property; and (iv) the lien for ad valorem taxes not yet due and payable for the year 2021 and any subsequent years (the "Permitted Title Exceptions").

(B) Not later than the 5:00 p.m. Lawrenceville, Georgia local time on the Expiration Date, as hereinafter defined, Purchaser shall cause a preliminary title examination to be performed and deliver to Seller a statement of any preliminary title objections to Seller's title and Seller shall have the right (but not the obligation) to cure any such objections by the Closing Date, as hereinafter defined. Seller shall give Purchaser notice of its intent to cure or not cure any preliminary title objections within ten (10) days after receipt of Purchaser's title objection notice; but if Seller does not give this notice within such ten (10) day period, then Seller shall be deemed to elect not to cure any title objections. In the event that Seller fails or refuses to cure any such preliminary title objections, Purchaser may (i) terminate this Agreement and receive a refund of the Earnest Money Deposit or (ii) waive such objections and close the transaction contemplated by this Agreement in accordance with all of the terms and provisions hereof, in which event such waived objections shall be deemed Permitted Title Exceptions. At any time prior to the Closing Date, Purchaser shall have the right to check down the title from and after the effective date of the preliminary title examination contemplated in this Paragraph 4(B) and deliver to Seller a written statement of any additional title objections which appear in the public records of Gwinnett County, Georgia and affects title to the Property occurring subsequent to the preliminary title examination. Seller shall have right (but not the obligation) to cure any such additional objections by the Closing Date. Seller shall give Purchaser notice of its intent to cure or not cure any additional title objections at least one (1) business day prior to the Closing Date, but if Seller does not give this notice within such time period, then Seller shall be deemed to elect not to cure any such additional title objections. In the event Seller fails or refuses to cure such additional title objections by the Closing Date, Purchaser shall have the same rights with respect to such failure or refusal set forth in this Paragraph 4(B) as to preliminary title objections. Any notice required to be delivered pursuant to this Paragraph 4(B) shall be delivered by e-mail with delivery receipt tracking turned on and the original notice shall be delivered by method (i), (ii), (iii) or (iv) set forth in Paragraph 14.

(C) Notwithstanding anything to the contrary herein, Seller shall, on or prior to the Closing Date, cause (i) all mortgages, deeds of trust and security interests with respect to the Property securing Seller's obligations for borrowed money to be released, and (ii) cause any other

monetary liens and other encumbrances, in each case securing Seller's monetary obligations affecting the Property, to be released or transferred to a bond in a manner allow by law.

5. RIGHT OF INSPECTION.

- (A) General. Seller agrees that, at all times between the Effective Date and the Closing Date, Purchaser and its agents, contractors, inspectors, consultants, appraisers and engineers (collectively "Purchaser's Representatives") shall have the right and privilege of going upon the Property to inspect, examine and survey the Property, to plan for the development and use thereof. This right and privilege shall include the right to locate utilities, review any zoning conditions or requirements, review any protective or restrictive covenants, make soil tests, borings, percolation tests and such other inspections of the Property; provided, however, that (i) Purchaser and Purchaser's Representatives shall not perform or have performed any invasive testing, drilling, subsurface investigations or environmental testing of the Real Property beyond standard soil sampling and a Phase I assessment without the prior written consent of Seller, which consent may be withheld by Seller in its sole and absolute discretion, (ii) neither Purchaser nor Purchaser's Representatives shall unreasonably interfere with the known and actual use, occupancy or enjoyment of the Property; and (iii) Purchaser shall give Seller at least twenty-four (24) hours prior notice before any Purchaser Representative goes onto the Property.
- (B) Limitations. Notwithstanding Paragraph (A) above, in no event shall Purchaser or Purchaser's Representatives contact or interview any employees of Seller or any guests, occupants, customers or guests of Seller, nor shall the right of inspection include the right to enter any guest rooms (whether occupied or unoccupied), interior rooms or areas, or other non-public or non-common areas of the building without the express prior written consent of Seller. Until the Guest Access Date (as hereinafter defined), Purchaser specifically acknowledges and agrees that all such contacts or discussions shall be directed directly to Seller. Following the Guest Access Date and deposit of the First Additional Earnest Money under Section 2(B), Purchaser may contact Seller's guests strictly in compliance with the provisions of Section 11 hereof.
- (C) Confidentiality. Purchaser agrees that any information obtained by Purchaser or Purchaser's Representatives in the conduct of its inspection of the Property and other due diligence investigations shall be treated as confidential information pursuant to Paragraph 17.

To the extent allowed by law, if any, Purchaser hereby agrees to indemnify and hold Seller (and Seller's agents advisors, shareholders, owners, officers and directors, as the case may be) harmless from and against loss or damage Seller may incur and any and all liens that may arise as a result of Purchaser's activities or the activities of Purchaser's Representatives on the Property and against any and all claims for death or injury to persons or property arising out of or connected with Purchaser's activities or the activities of Purchaser's Representatives going upon the Property pursuant to the provisions of this Paragraph 5(A) or otherwise, and against all costs, expenses and

liabilities occurring in or in connection with any such claim or proceeding brought thereon, including, without limitation, court costs and reasonable and actual attorneys' fees. This indemnity shall survive the Closing or any termination of this Agreement.

(B) Right to Terminate. In the event Purchaser determines, in its sole and absolute discretion, that the Property is not acceptable for its intended use, Purchaser shall have the exclusive right and option to terminate this Agreement on or before the one hundred fiftieth (150th) day after the Effective Date (such date being herein referred to as the "Expiration Date"). If Purchaser elects to terminate this Agreement on or before the Expiration Date, Purchaser shall receive a refund of the Earnest Money Deposit from the Escrow Agent and Purchaser shall promptly provide Seller with copies of all surveys, reports, tests, studies or any other documents or writings of any kind dealing with the Property in Purchaser's possession custody or control that are obtained in connection with Purchaser's inspection, examination, and survey of the Property as set forth in Paragraph 5(A) and this obligation shall survive the termination of this Agreement.

(C) Delivery of Due Diligence Documents. Within five (5) business days of the Effective Date of this Agreement, Seller shall deliver to Purchaser by e-mail or Sharefile the following documents which are in Seller's possession:

- (i) A copy of any title insurance commitments and policies relating to the Real Property;
- (ii) A copy of the rent roll for the Real Property; provided, however, that the rent roll shall be redacted to exclude any personally identifiable information (including guest contact information);
- (iii) A copy the most recent survey of the Real Property, if any, and
- (iv) a copy of any environmental reports relative to the Real Property, if any (collectively the "Due Diligence Materials").

Purchaser hereby acknowledges and agrees that Seller has not independently verified the accuracy or completeness of any Due Diligence Materials and Seller makes no representation or warranty, express or implied, as to the accuracy or completeness of the Due Diligence Materials. Purchaser acknowledges and agrees that all materials, data and information, including the above items delivered by Seller to Purchaser in connection with the transaction contemplated hereby are provided to Purchaser as a convenience only and that any reliance on or use of such materials, data or information by Purchaser shall be at the sole risk of Purchaser. Without limiting the generality of the foregoing provisions, Purchaser acknowledges and agrees that (x) Purchaser shall not have any right to rely on any materials, data or information delivered by Seller to Purchaser pursuant to any of the provisions of this Agreement, but rather will rely on its own inspections and investigations of the Property and any reports commissioned by Purchaser with respect thereto, and (y) neither Seller, any affiliate of Seller nor the person or entity which prepared any such material, data or information delivered by Seller to Purchaser shall have liability to Purchaser for any inaccuracy in or omission from any such material, data or information.

6. PRORATIONS AT CLOSING.

(A) General. For purposes of calculating prorations, Purchaser shall be deemed to own the Property, and therefore entitled to the income and responsible for the expenses, as of the Closing Date. Prorations favoring Purchaser shall be credited against the Purchase Price, and prorations favoring Seller shall be payable by Purchaser at Closing in addition to the Purchase Price. All prorations shall be based on calendar months and a three hundred sixty five (365) day year.

(B) Rents. Except for delinquent rents, all rents under any occupancy agreements shall be prorated on a collected basis as of 11:59 p.m. on the day before the Closing Date based upon the date(s) of occupancy thereunder. The parties agree that any delinquent rent that has not been collected at closing will be forgiven and neither Purchaser nor Seller shall pursue collection of said delinquent rent after the date of Closing. Notwithstanding the forgoing provision concerning forgiveness of delinquent rent, rents received from guests on and after the Closing Date shall be applied first to rents due under the current period, then to amounts owed to Purchaser with respect to periods following the Closing Date, and then to Seller for rents delinquent as of the Closing Date. Any rents received by Seller after the Closing Date for a period on after the Closing Date shall be promptly forwarded to Purchaser.

(C) Taxes. City, state, and county ad valorem real and personal property taxes for the tax or assessment year of Closing, shall be prorated on a per diem basis as of the Closing Date based on the ad valorem tax bill for the Real Property and Personal Property, if then available, for such year, or if not available, then on the basis of the ad valorem tax bill for the Real Property and Personal Property for the immediately preceding tax or assessment year. Should such proration be based on an ad valorem tax bill for the immediately preceding tax or assessment year, and should such proration prove to be inaccurate on receipt of the ad valorem tax bill for the Real Property or Personal Property for the tax or assessment year of Closing, either Seller or Purchaser may demand a payment from the other correcting such misapportionment. Taxes for all tax and assessment years prior to the tax or assessment year of Closing, if any, shall be paid by Seller at or prior to Closing. Any supplementary tax bills received by Purchaser or Seller following Closing Date relating to a period prior to Closing shall be prorated by the Parties as if said tax bills had been available at Closing.

(D) Utilities. Utility, water, sewer, electric and natural gas, stormwater, and any other charges, bill, assessment, and expenses incurred in operating the Property in the ordinary course that Seller normally pays, shall be prorated on an accrual basis. To the extent possible, Seller and Purchaser shall obtain meter readings and other billings as of the Closing Date to aid in such prorations. In the event accurate prorations and other adjustments cannot be made at Closing because current bills or statements or other information is not obtainable, the Parties shall prorate on the best available information, subject to adjustment as soon after the Closing as the actual amounts to be prorated are determined but in no case shall the final proration be later than one hundred twenty (120) days after the Closing Date. Seller may terminate any utility services in its name on the day after the Closing Date.

(E) Deposits. At Closing, any security deposits or prepaid rent for a period of occupancy on or after the Closing Date shall be retained by Seller and Purchaser shall receive a credit against the Purchase Price for the aggregate amount of such security deposits or prepaid rent. Three (3) business days prior to the Closing Date, Seller shall provide to Purchaser an updated rent roll listing all guests that have occupancy agreements in place for a period of occupancy on or after the Closing Date, if any, the rental amount paid by such guests, any prepaid rents made by such guests for a period of occupancy on or after the Closing Date, and any security deposits made by such guests for a period of occupancy on or after the Closing Date, to aid in calculating credit to be received by Purchaser against the Purchase Price pursuant to this Paragraph 6(E).

(F) Survival. The provisions of this Paragraph 6 shall survive the Closing to the extent any monies may be payable pursuant to this Paragraph 6 to either Party subsequent to the transfer of the Property to Purchaser.

7. PERSONAL PROPERTY/EXCLUDED PERSONAL PROPERTY.

Notwithstanding anything contained herein to the contrary, the sale of the Property contemplated hereunder shall not include and shall specifically exclude the Excluded Personal Property.

Seller and Purchaser agree and acknowledge that all Personal Property, with the exception of the Excluded Personal Property, shall be part of this transaction, and shall be conveyed by Seller to Purchaser by bill of sale at Closing, and shall be the property of Purchaser on the Closing Date.

The Parties acknowledge and agree the value of the Personal Property is *de minimis* and that no part of the Purchase Price is allocated thereto. Although it is not anticipated that any sales tax shall be due and payable, Purchaser agrees that Purchaser shall pay any sales and/or use taxes imposed upon or due in connection with the purchase and sale of the Personal Property under any applicable laws.

8. CLOSING.

(A) Closing. The Closing shall be on two hundred seventy (270) days after the Effective Date (hereinafter referred to as the "Closing Date"). The Closing shall be held at the offices of Mahaffey Pickens Tucker, LLP ("Settlement Agent") at a time and date which is mutually agreeable to Seller and Purchaser. The Parties shall endeavor to close by mail so that Seller's physical presence is not required at Closing. The delivery and recording of the documents and disbursement of the funds shall be effectuated through the Settlement Agent at Closing and pursuant to the instructions from the Parties hereto, which instructions shall not modify or diminish the respective obligations hereunder.

(B) Seller Documents and Deliveries. Seller shall deliver to Settlement Agent at Closing by 2:00 p.m. Lawrenceville, Georgia local time on the Closing Date the following documents, which shall be released to Purchaser at Closing (except as noted):

(i) A duly executed Limited Warranty Deed in the form attached hereto as Exhibit "C";

(ii) A duly executed Quitclaim Deed in the form attached hereto as Exhibit "D" as provided in Paragraph 3, if applicable;

(iii) A duly executed Bill of Sale in the form attached hereto as Exhibit "E";

(iv) A duly executed certification as to Seller's nonforeign status in the form attached hereto as Exhibit "F";

(v) An affidavit of Seller's residence in the form attached hereto as Exhibit "G";

(vi) An Owner's Affidavit in the form attached hereto as Exhibit "H";

(vii) A certification of the rent roll certifying that guests shown on the rent roll are the only guests occupying the Property;

(viii) An electronic copy of the closing statement;

(ix) A copy of the Articles of Organization and Operating Agreement or other entity authority of Seller, including all amendments thereto, as may be reasonably required by the title company to confirm Seller's authority to sell the Property, together with a certification that such copies are true copy, and have not been further amended or modified;

(x) A resolution and incumbency certificate executed by all members of Seller with respect to the individual(s) executing any documents or instruments on behalf of Seller in connection with the consummation of the transaction contemplated by this Agreement;

(xi) An affidavit confirming that there are no brokers representing Seller in this transaction as provided in Paragraph 12;

(xii) Any other documents or instruments reasonably related to effectuate this Agreement and consummate the transaction contemplated hereby but not inconsistent with the terms and provisions hereof.

(C) Purchaser Documents and Deliveries. Purchaser shall deliver to Settlement Agent at Closing by 2:00 p.m. Lawrenceville, Georgia local time on the Closing Date the following, which shall be released to Seller at Closing (except as noted):

(i) Payment of the balance of the Purchase Price, as adjusted in the manner required by this Agreement;

(ii) An electronic copy of the closing statement;

(ii) A copy of the resolution of the Purchaser authorizing the consummation of the transaction contemplated by this Agreement;

(iv) An affidavit confirming that there are no brokers representing Purchaser in this transaction as provided in Paragraph 12;

(v) Any other documents or instruments reasonably related to effectuate this Agreement and consummate the transaction contemplated hereby but not inconsistent with the terms and provisions hereof.

(D) Transfer Taxes/Costs and Expenses of Closing.

(i) At Closing, Seller and Purchaser shall execute, acknowledge, and file all such returns as may be necessary to comply with any applicable city, county or state conveyance taxes laws and/or Georgia real estate conveyance tax laws (collectively the "Transfer Tax Laws"). Any transfer taxes payable pursuant to any Transfer Tax Laws shall be paid by Purchaser at Closing.

(ii) Seller shall be responsible for the costs of its legal counsel, advisors and other professionals employed by it in connection with the sale of the Property.

(iii) Except as expressly provided otherwise in this Agreement, Purchaser shall be responsible for all the costs and expenses of consummating the transaction contemplated by this Agreement including, without limitation, any costs associated with its investigation of the Property and other due diligence activities, the costs and expenses of its legal counsel, advisors and other professionals employed by it in connection with the purchase of the Property, pay the Survey costs, title examination costs, title certification costs, all title insurance premiums and endorsements, any fees charged by the Escrow Agent and/or closing fees, all recording fees for documentation to be recorded in connection with the transaction contemplated by this Agreement including, without limitation, recording fees relating to removal of any title objections, and any other costs incurred by Purchaser.

(E) Real Estate Reporting Person. Settlement Agent is designated the "real estate reporting person" for purposes of Section 6045 of title 26 of the United States Code and Treasury Regulation 1.6045-4 and any instructions or settlement statement prepared by Settlement Agent shall so provide. Upon the consummation of the transaction contemplated by this Agreement, Settlement Agent shall file Form 1099 information return and send the statement to Seller as required under the aforementioned statute and regulation.

(F) Possession at Closing. Seller shall surrender possession of the Real Property and Personal Property on the Closing Date.

9. SELLER'S REPRESENTATIONS.

(A) Seller makes the following representations and warranties:

(i) Seller owns fee simple title to the Property, subject to those title matters of record in the real estate records of Gwinnett County, Georgia, and the rights of guests of the Property;

(ii) this Agreement has been properly executed on behalf of Seller by its duly authorized officer and any and all actions, which are or may be necessary to fully authorize Seller to enter into and perform this Agreement have been properly obtained;

(iii) the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not constitute a default by Seller of any other agreement to which Seller is a party;

(iv) Seller has not engaged any broker or agent with respect to the purchase and sale contemplated under this Agreement and there are no leasing agreements or other agreements arising through Seller with any third parties concerning leasing of the Property; and

(v) there are no leases, tenancies or other occupancy agreements whose term (or any extension thereof) would extend beyond the Closing Date or give the right of possession of the Property or any portion thereof beyond the Closing Date, except as set forth on the rent roll;

(vi) neither the Property nor any portion thereof is in violation of any federal, state or local law, ordinance or regulation relating to any Hazardous Substances and there exists no presence, use, treatment, storage, release or disposal of any Hazardous Substances at, on or beneath the Property which has created or is likely to create any liability (public or private) of owners or occupants of the Property under any current federal, state or local law or regulation or which would require reporting to a governmental agency. No Hazardous Substances are present at, on or beneath any parcel of property or property adjacent to the Property and no parcel or property adjacent to the Property is in violation of any laws, ordinances, rules or regulations with respect to Hazardous Substances. As used herein, the term "Hazardous Substances" means petroleum, petroleum products, asbestos, asbestos containing materials, polychlorinated bi-phenyls ("PCBs") any other hazardous, toxic or dangerous substance, material, or waste as defined for purposes of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 ("CERCLA"); Hazardous Materials Transportation Act, 49 U.S.C. Section 1802 ("HMTA"); the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 ("RCRA"), and all amendments to the foregoing, or any other federal, state or local law, ordinance, rule or regulation applicable to the Property, and establishing liability, standards or required action as to discharge, spillage, storage, uncontrolled loss, seepage, filtration, disposal, removal, use or existence of a hazardous, toxic or dangerous substance, material or waste. No asbestos, asbestos containing materials or PCBs are contained in or stored on or under the Property. There has never been a landfill containing decomposable material, petroleum wells, mineral-bearing mines, sewage treatment facilities, storage tanks, sink holes, radon or other toxic emissions in, on or under the Property; and

(vii) there are no encroachments upon the Property from adjacent land or landowners and there are no encroachments of any improvements located upon the Property into any adjacent land.

(viii) to the best of Seller's knowledge, there are no pending or threatened actions, suits, proceedings or bankruptcies against Seller of the Property which might affect the Property, Seller's title thereto, or the ability of Seller to perform its obligations hereunder

(B) Seller will not take, or cause to be taken, any action, which would cause or threaten to cause, any of the representations stated herein to become incorrect or untrue.

10. PURCHASER'S REPRESENTATIONS.

(A) Purchaser represents to Seller as follows:

(i) this Agreement has been properly executed on behalf of Purchaser by its duly authorized officer and any and all actions which are or may be necessary to fully authorize Purchaser to enter into this Agreement have been properly obtained;

(ii) the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not constitute a default by Purchaser of any other agreement to which Purchaser is a Party;

(iii) Purchaser has not engaged any broker with respect to the purchase and sale of the Property contemplated under this Agreement;

(iv) Purchaser will be required to approve this transaction in a public meeting prior to closing the transaction.

(B) Purchaser will not take, or cause to be taken, any action which would cause or threaten to cause, any of the representations stated herein to become incorrect or untrue.

11. GUESTS AND PRE-CLOSING MANAGEMENT OF PROPERTY. Beginning upon the one hundred fiftieth (150th) day after the Effective Date (the "Guest Access Date"), and provided that Purchaser has made the First Additional Earnest Money deposit, Seller will provide Purchaser with (i) a copy of the rent roll for the Property (ii) contact information for the guests of the Property, (iii) access to guests of the Property, and (iv) an on-site meeting space, so that Purchaser may begin the process of assessing guests and performing evaluations for re-housing of guests; provided that Purchaser shall not commence any relocation of guests until it has made the Second Additional Earnest Money deposit and the Vacancy Commencement, as defined below, occurs. Prior to the Guest Access Date, Purchaser shall notify Seller in writing of one or more non-profit community organizations to assess the guests and perform re-housing evaluations, and Seller will

reasonably cooperate with such organization(s). Commencing upon the two hundred tenth (210th) day after the Effective Date, Purchaser may begin relocating guests of the Property, said date to be herein referred to as the "Vacancy Commencement". Commencing on the Vacancy Commencement, Purchaser may begin relocating guests to other housing options thereby causing units previously occupied by said guests to become vacant. Commencing on the Vacancy Commencement, Seller shall not re-let any units that are vacated for any reason. Seller shall use reasonable efforts to cause all guests to vacate the Property prior to the Closing Date.

12. BROKERAGE COMMISSION; DISCLOSURE. The Parties acknowledge that there are no brokers representing either Seller or Purchaser in this transaction. It is understood and agreed that no commission shall be due hereunder for any reason whatsoever. Purchaser and Seller each hereby indemnifies the other against and agrees to hold harmless the other from any and all claims for real estate commissions or similar fees arising out of or in any way connected with any claimed agency relationship with the indemnitor and relating to the purchase and sale of the Property contemplated by this Agreement or any cancellation or termination of this Agreement. At Closing, Seller and Purchaser shall each execute and deliver an affidavit confirming the foregoing in order to release any lien rights pursuant to the Commercial Real Estate Broker Lien Act, O.C.G.A. § 44-14-600, et. seq. The indemnification obligations of this Paragraph 12 shall survive Closing.

13. DAMAGE AND CONDEMNATION.

(A) Risk of Loss. Between the Effective Date and the Closing Date, Purchaser shall bear all risk of loss with respect to the Property. In the event of any damage or destruction to any portion of the Property prior to Closing, this transaction shall proceed to Closing without any diminution in the Purchase Price on account of such damage or destruction. Seller shall have no obligation to pursue an insurance claim with respect to such damage or destruction or to repair such damage or destruction.

(B). Condemnation. In the event of any condemnation with respect to any portion of the Property (but not the entirety of the Property), the Parties shall consummate the purchase of the Property in accordance with the terms and provisions hereof without any diminution in the Purchase Price on account of such condemnation in which event such condemnation shall be deemed a Permitted Title Exception and Seller shall, at the Closing, assign and pay to Purchaser all condemnation awards and other payments previously received in connection with such condemnation and assign to Purchaser all rights to receive any award payable in the future on account of such condemnation. In the event of the condemnation of the entirety of the Property by any condemning authority other than Purchaser, this Agreement shall terminate.

14. NOTICES.

Unless expressly provided otherwise in this Agreement, any notice, approval, requests, demands, tenders, or other communication (collectively "Notices") which may be required or permitted to be given or delivered hereunder shall be in writing and shall be deemed to have been properly given or delivered if sent by (i) personal delivery, (ii) United States Mail, certified,

return receipt requested., (iii) courier, (iv) nationally recognized overnight delivery service (e.g. UPS , FedEx) for next business day delivery, or (v) e-mail delivery with delivery receipt tracking turned on (provided that the original shall be simultaneously delivered by method (i), (ii), (ii) or (iv)) addressed as follows:

SELLER:

Lodge Development IV, LLC
5300 River Mill Circle
Marietta, GA 30068
Attn: Karen Halbach Email: kshalbach@gmail.com

With a copy to:

Gregory, Doyle, Calhoun & Rogers, LLC
49 Atlanta St.
Marietta, Georgia 30060
Attn: C. George Kleeman, IV
Email: gkleeman@gdcrlaw.com

PURCHASER:

City of Lawrenceville, Georgia
70 South Clayton Street
Post Office Box 502
Lawrenceville, Georgia 30046
Attn: Chuck Warbington, City Manager
Email: Chuck.Warbington@lawrencevillega.org
And

Downtown Development Authority of
City of Lawrenceville, Georgia.
Post Office Box 2200
Lawrenceville, Georgia 30046
Attn: Barry Mock, Secretary
Email: Barry.Mock@lawrencevillegaweb.org

With a copy to:

Mahaffey Pickens Tucker, LLP
1550 North Brown Road, Suite 125
Lawrenceville, Georgia 30043
Attn: Jeffrey R. Mahaffey

Email: jmahaffey@mptlawfirm.com

ESCROW AGENT:

Chicago Title Insurance Company
4170 Ashford Dunwoody Road
Suite 460
Atlanta, Georgia 30319-1442
Attention: Susan Vander Meer
E-mail: Susan.Vandermeer@cticga.com

Any notice shall be considered given or delivered, as the case may be, on the date of delivery in the case of (i) and (iii), on the postmark date in the case of (ii), on the date of delivery to the nationally recognized overnight delivery service in the case of (iv), or on the date the e-mail is sent (with delivery receipt tracking turned on) in the case of (v). However, the time period within which a response to any Notice must be given or delivered, if any, shall commence to run from the date the Notice is delivered in the case of (i), (ii), (iii) or (iv), the date the Notice is delivered by e-mail in the case of (iv) (as confirmed by delivery receipt tracking), or the date of the Party's refusal to accept delivery in the case of (i), (ii), (iii) or (iv).

Any Party may by notice to the other in the manner provided above, designate a different address for receiving Notices or designate additional or substituted parties to whom Notices should be sent under this Agreement. Counsel for a Party may provide Notice for that Party.

15. DEFAULT.

(A) Remedies of Purchaser. In the event the Closing does not occur on the Closing Date due to Seller's failure to consummate the sale and transfer of the Property to Purchaser on the Closing Date, and such failure shall continue for a period of five (5) business days after the Closing Date, Purchaser shall have the right to (a) terminate this Agreement and receive a refund of the Earnest Money Deposit, or (b) seek specific performance, but not damages, against Seller; provided, however, that such action for specific performance must be commenced within ninety (90) days after the Closing Date, it being understood that if Purchaser fails to commence an action for specific performance within the above-referenced ninety (90) day period, Purchaser's sole remedy shall be to terminate this Agreement in accordance with clause (a) hereunder. If Purchaser files an action for specific performance, it must provide written notice of the same to Escrow Agent within ninety (90) days of the Closing Date.

(B) Remedies of Seller. If Purchaser shall default in (i) the payment of the Purchase Price or the delivery of any documents to be executed and delivered by Purchaser at Closing or (ii) in the performance of any of its other material obligations to be performed on or before the Closing Date, and such default shall continue for five (5) business days after the Closing Date, Seller shall be entitled, as its sole right and exclusive remedy, to terminate this Agreement and, upon such termination, receive the Earnest Money Deposit as full, final and complete liquidated damages in accordance with and under the authority contained in O.C.G.A. § 13-6-7. The Parties understand

and agree that (i) actual damages would be difficult or impossible to ascertain in the event of such default or breach and (ii) the sum specified as liquidated damages is a reasonable estimation of the probable loss which would be sustained by Seller by reason of such default or breach and is not a penalty or forfeiture. Seller hereby waives any right to damages (except as described in this Paragraph 15(B)) or specific performance against Purchaser.

(C) Notwithstanding anything to the contrary contained in this Agreement, nothing in this Agreement shall limit the Parties' respective rights and remedies at law or in equity against the other with respect to any indemnification obligations contained in this Agreement, or with respect to any other rights or obligations which survive Closing under the terms of this Agreement or survive termination or expiration of this Agreement.

(D) Notwithstanding anything to the contrary contained in the foregoing, nothing in this Section 15 shall serve to preclude Seller from seeking any remedies or damages under Section 17 of this Agreement in the event the Closing does not occur.

(E) The provisions of this Paragraph 15 shall survive the termination of this Agreement.

16. LIMITED LIABILITY OF ESCROW AGENT.

In performing any of its duties hereunder, Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses, except for any gross negligence, willful misconduct or breach of trust by Escrow Agent under this Agreement, and, accordingly, Escrow Agent shall not incur any such liability with respect to the following: (i) any action taken or omitted in good faith upon advice of its legal counsel given with respect to any questions relating to the duties and responsibilities of Escrow Agent under this Agreement; or (ii) any action taken or omitted in reliance on any instrument, including any written notice or instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a person or persons having authority to sign or present such instrument, and to conform with the provisions of this Agreement. The provisions of Paragraph 16(C) shall survive Closing or the termination of this Agreement.

17. CONFIDENTIALITY

Prior to the Guest Access Date, Purchaser shall maintain as confidential and shall not use or disclose the existence of this Agreement, the transactions contemplated hereby, or any information concerning Seller or its guests, without the prior written consent of Seller. For the avoidance of doubt, Purchaser shall not publicly disclose the existence of this Agreement or its intention to purchase or acquire the Property, prior to the Guest Access Date, without the prior written consent of Seller. Purchaser, its officers, employees, agents and affiliates shall take appropriate steps to maintain the confidential nature of this Agreement and the transaction contemplated hereby, and to safeguard all information provided to Purchaser hereunder or in connection therewith. In the event Purchaser is required by law to disclose the existence of this

Agreement, the transaction contemplated hereby or any of the information provided to Purchaser hereunder or in connection therewith, Purchaser shall notify Seller thereof and cooperate with Seller to preserve the confidentiality of such information consistent with applicable law. Purchaser acknowledges and agrees that, should the existence of this Agreement or the transactions contemplated hereby become public prior to the Guest Access Date, Seller would be irreparably and immediately harmed and that the remedies at law for any breach or threatened breach of this Section 17 shall be inadequate. Accordingly, Purchaser hereby agrees that in the event it breaches or threatens to breach the provisions of this Section 17, Seller shall have the right and remedy, without the necessity of proving actual damages or posting any bond, to enjoin Purchaser from violating or threatening to violate the provisions hereof. In the event of any legal action regarding the enforcement of this Section 17, the prevailing party will be entitled, in addition to any other remedy or damages, to recover its reasonable attorneys fees and expenses of litigation incurred in enforcing the terms hereof.

18. MISCELLANEOUS.

(A) Termination. In the event this Agreement is terminated pursuant to the terms hereof or otherwise, the terminating Party shall give notice thereof to the other Party and this Agreement shall be null and void and of no force or effect and the Parties shall have no rights, obligations or liabilities hereunder, except those which expressly survive the termination of this Agreement.

(B) Waiver. The failure of any Party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein shall not constitute a waiver of such Party's right to exercise such right or to demand strict compliance with any such term, condition or covenant under this Agreement.

(C) Consent/Approval. Any consent or approval to be given hereunder (whether by Seller or Purchaser) shall not be effective unless the same shall be given in advance of the taking of the action for which consent or approval is requested and shall be in writing. Except as otherwise expressly provided herein, any consent or approval requested of Seller or Purchaser may be withheld by Seller or Purchaser in its sole and absolute discretion.

(D) Entire Agreement. This Agreement contains the sole and entire agreement of Seller and Purchaser with respect to the transaction contemplated hereunder and no representation, inducement, promise or agreement, parole or written, between Purchaser and Seller and not incorporated herein shall be of any force or effect. Any amendment to this Agreement shall be in writing and executed by Purchaser and Seller.

(E) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and the respective successors, successors in title and permitted assigns. Purchaser shall be entitled to assign its rights hereunder, including but not limited to an assignment to the Downtown Development Authority of the City of Lawrenceville,

Georgia, without consent of Seller provided that the assignee must assume all of Purchaser's obligations hereunder as part of such assignment.

(F) IRC § 1033 Exchange. Purchaser agrees that Seller, at its sole election, may perform a tax-deferred exchange pursuant to Section 1033 of the Internal Revenue Code, as amended and interpreted. Purchaser agree that Seller may assign its rights under this Agreement to a qualified intermediary in order to effectuate such an exchange. Purchaser agrees to cooperate in such an exchange so long as it does not delay the Closing or cause additional cost or expense to Purchaser. The inclusion of this Paragraph 18(F) in this Agreement shall not be construed as an admission or determination by either Party as to whether Seller may perform a tax-deferred exchange pursuant to Section 1033 of the Internal Revenue Code, as amended or interpreted, but rather is included out of an abundance of caution.

(G) Time is of the Essence. Time is of the essence with respect to this Agreement.

(H) Applicable Law/Construction. This Agreement and all amendments hereto shall be governed by and construed under the laws of the State of Georgia. This Agreement is entirely the product of the collective joint drafting efforts of the Parties hereto, negotiated between counsel for the Parties hereto and, in the event of a dispute concerning the meaning, construction or interpretation of this Agreement, should any Party assert any claim of ambiguity, this Agreement shall not be construed against any Party as a result of that Party's particular contribution to this effort.

(I) Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder hereof shall not be affected thereby, and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(J) Saturdays, Sundays, Legal Holidays and Effective Date. As used in this Agreement, the term "business day" shall mean every day other than Saturdays, Sundays, all days observed by the federal or Georgia governments as legal holidays, and all days on which commercial banks in Georgia are authorized by law to be closed. Any reference in this Agreement to a "day" or number of "days" (other than references to a "business day" or number of "business days") shall mean a calendar day or calendar days. In the event that any date or deadline set forth in this Agreement occurs on a Saturday, Sunday or legal holiday, such date or deadline shall automatically be extended to the next business day following such Saturday, Sunday or legal holiday. The Effective Date of this Agreement shall be the date of the last Party to sign this Agreement.

(K) Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile and/or e-mail and/or DocuSign (or similar technology) shall be considered authentic, original signatures and legally binding.

(L) Survivals. Except as expressly provided otherwise herein, this Agreement and the representations and warranties made herein shall not survive Closing and shall be merged into the closing documents.

(M) Further Assurances. Seller and Purchaser will do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, assignments, notices, transfers and assurances as may be reasonably required by the other Party, for the better assuring, conveying, assigning, transferring and confirming unto Purchaser the Property and for carrying out the intentions or facilitating the consummation of this Agreement. The provisions of this Paragraph 17(M) shall survive the Closing.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed, under seal, as of the Effective Date.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

PURCHASER:

CITY OF LAWRENCEVILLE, GEORGIA

2/4/2021
Date



By: David Still
David Still, Mayor,

Attest: Karen Pierce

SELLER:

LODGE DEVELOPMENT IV, LLC., a Georgia limited liability corporation

Date

By: _____
Name:
Title:

CONSENTED TO BY ESCROW AGENT FOR THE PURPOSE OF SERVING AS ESCROW AGENT HEREUNDER:

CHICAGO TITLE INSURANCE COMPANY,
as Escrow Agent

Date

By: _____
Print Name:
Print Title:

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

EXHIBIT "B"

EXCLUDED PERSONAL PROPERTY

EXHIBIT "C"

FORM OF LIMITED WARRANTY DEED

AFTER RECORDING RETURN TO:

Tax Parcel ID No. R7011 004 and R7011 118

LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED is made this ____ day of _____, 2021, by and between LODGE DEVELOPMENT IV, LLC., a Georgia limited liability company ("**Grantor**"), and THE CITY LAWRENCEVILLE, GEORGIA ("**Grantee**").

W I T N E S E T H :

That, for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain, sell and convey unto Grantee that certain parcel of land being described on EXHIBIT "A" attached hereto and made a part hereof (the "**Land**"), together with all improvements and appurtenances to the Land (collectively, the "**Property**").

The conveyance of the Property is made subject to all matters set forth on EXHIBIT "B" attached hereto and made a part hereof (the "**Permitted Title Exceptions**").

TO HAVE AND TO HOLD the Property, together with all rights, members, and appurtenances thereto, to the same being, belonging, or in anywise appertaining, to the use and benefit of Grantee, its successors and assigns, forever in FEE SIMPLE.

AND GRANTOR will warrant and forever defend the right and title to the Property unto Grantee against lawful claims of all persons claiming by, through or under Grantor, but not otherwise, subject to the Permitted Title Exceptions.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

LODGE DEVELOPMENT IV, LLC, a Georgia limited liability corporation

Unofficial Witness

Print Name: _____

By: _____

Print Name:

Print Title:

Notary Public

My Commission Expires:

[AFFIX NOTARIAL SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT "B"

PERMITTED TITLE EXCEPTIONS

EXHIBIT "D"

FORM OF QUITCLAIM DEED

AFTER RECORDING RETURN TO:

Tax Parcel ID No. R7011 004 and R7011 118

QUITCLAIM DEED

THIS INDENTURE is made and entered into as of this ___ day of _____ 2020, by and between LODGE DEVELOPMENT IV, LLC., a Georgia limited liability company ("**Grantor**"), and THE CITY LAWRENCEVILLE, GEORGIA ("**Grantee**").

W I T N E S E T H:

THAT Grantor, for and 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, has bargained and sold and by these presents does hereby grant, bargain, sell, remise, release, and forever QUITCLAIM unto Grantee all right, title, interest, claim or demand which Grantor has or may have had in and to:

See EXHIBIT "A" attached hereto and by this reference made a part hereof.

TOGETHER with all rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the described premises unto Grantee, its successors and assigns, so that neither Grantor, nor any persons claiming under Grantor shall at any time claim or demand any right, title, or interest to the aforesaid described premises or its appurtenances.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

LODGE DEVELOPMENT IV, LLC,
a Georgia limited liability corporation

Unofficial Witness
Print Name: _____

By: _____
Print Name:
Print Title:

Notary Public
My Commission Expires:

[AFFIX NOTARIAL SEAL]

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT "E"

FORM OF BILL OF SALE

BILL OF SALE

LODGE DEVELOPMENT IV, LLC., a Georgia corporation ("Seller"), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid to Seller by THE CITY LAWRENCEVILLE, GEORGIA ("Purchaser"), the receipt and sufficiency of which are hereby acknowledged, hereby sells, conveys, assigns, transfers, delivers and sets over to Purchaser all fixtures, furniture, furnishings, equipment, machinery, inventory, appliances and other articles of tangible personal property, other than the Excluded Personal Property identified on Exhibit "A" attached hereto and made a part hereof, owned by Seller (the "Personal Property") and which are located at and used or usable in connection with the real property commonly known as 652 Buford Drive, Lawrenceville, Gwinnett County, Georgia 30046, Property ID R7011 004 and R7011 118.

TO HAVE AND TO HOLD unto Purchaser and its successors and assigns to its and their own use and benefit forever.

This Bill of Sale is made by Seller without recourse and without any expressed or implied representation or warranty whatsoever. Seller has executed this Bill of Sale and BARGAINED, SOLD, TRANSFERRED, CONVEYED and ASSIGNED the Personal Property and Purchaser has accepted this Bill of Sale and purchased the aforementioned Personal Property AS IS AND WHEREVER LOCATED, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER NATURE, EXPRESS, IMPLIED, OR STATUTORY, IT BEING THE INTENTION OF SELLER AND PURCHASER TO EXPRESSLY NEGATE AND EXCLUDE ALL WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, ANY IMPLIED OR EXPRESS WARRANTY OF TITLE, CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, ANY RIGHTS OF PURCHASER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION, ANY CLAIM BY PURCHASER FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN WITH RESPECT TO THE PERSONAL PROPERTY, WARRANTIES CREATED BY AFFIRMATION OF FACT OR PROMISE AND ANY OTHER WARRANTIES CONTAINED IN OR CREATED BY THE UNIFORM COMMERCIAL CODE AS NOW OR HEREAFTER IN EFFECT IN THE STATE IN WHICH THE PERSONAL PROPERTY IS LOCATED, OR CONTAINED IN OR CREATED BY ANY OTHER LAW

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed as of this
____ day of _____, 2021.

SELLER:

LODGE DEVELOPMENT IV, LLC,
a Georgia limited liability corporation

By: _____

Print Name:

Print Title:

EXHIBIT "F"

FORM OF NON-FOREIGN AFFIDAVIT

NON-FOREIGN AFFIDAVIT

Section 1445 of the Internal Revenue provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform the transferee, THE CITY OF LAWRENCEVILLE, GEORGIA that withholding of tax is not required upon the disposition of a United States real property interest by LODGE DEVELOPMENT IV, LLC, a Georgia limited liability company ("Seller"), of the property described on EXHIBIT "A" attached hereto and by this reference made apart hereof, the undersigned hereby certifies the following on behalf of Seller:

1. Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as such terms are defined in the Internal Revenue Code and Income Tax Regulations).
2. Seller's tax identification number is _____.
3. Seller's address is - 5300 River Mill Circle, Marietta, GA 30068.

The undersigned understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Seller.

EXECUTED on this ____ day of _____, 2021.

LODGE DEVELOPMENT IV, LLC, a
Georgia limited liability corporation

By: _____
Print Name:
Print Title:

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT "G"

FORM OF AFFIDAVIT OF SELLER'S RESIDENCE

AFFIDAVIT OF SELLER'S RESIDENCE

SELLER:

LODGE DEVELOPMENT IV, LLC,
a Georgia limited liability company
5300 River Mill Circle, Marietta, GA 30068

Tax ID No. _____

INSTRUCTIONS

This form is provided to be executed by the seller and furnished to the buyer to establish Georgia residency, such that withholding from the proceeds of the sale of property are not subject to the withholding laws of this state (See O.C.G.A. § 48-7-128).

Sellers are not subject to withholding from the proceeds of sale if either they reside in Georgia, or they are deemed to be a Georgia resident by virtue of the fact that they have filed Georgia tax returns in the preceding two years, do business or own property in Georgia, intend to file a Georgia Tax return for the current year, and if a corporation or limited partnership, are registered to do business in this State.

Seller is not required to withhold if this Affidavit (or one in substantially the same form) is submitted to the Department in lieu of a withholding tax return.

The Seller is to execute this Affidavit by placing an initial in the blank(s) preceding statements which apply.

Seller is exempt from withholding on the sale of property because:

 X Seller is a resident of Georgia.

Seller is not a resident of Georgia, but is deemed a resident for purposes of withholding by virtue of:

 Seller is a nonresident who has filed Georgia tax returns for the preceding two years;
and

 Seller is an established business in Georgia and will continue substantially the same
business in Georgia after the sale OR the seller has real property in the State at the time

of closing of equal or greater value than the withholding tax liability as measured by the 100% property tax assessment of such remaining property; and

_____ Seller will report the sale on a Georgia Income Tax return for the current year and file by its due date; and

_____ If Seller is a corporation or limited partnership, seller is registered to do business in Georgia.

Under penalty of perjury, I swear that the above information is, to the best of my knowledge and belief, true, correct, and complete.

GIVEN under my hand and seal this ___ day of _____, 2021.

Sworn to and subscribed before me this
_____ day of _____, 2021.

LODGE DEVELOPMENT IV, LLC,
a Georgia limited liability corporation

Notary Public
My Commission Expires:

By: _____
Print Name:
Print Title:

[AFFIX NOTARIAL SEAL]

EXHIBIT "H"

FORM OF OWNER'S AFFIDAVIT

OWNER'S AFFIDAVIT

STATE OF GEORGIA

COUNTY OF _____

THE AFFIANT being the _____ of LODGE DEVELOPMENT IV, LLC, a Georgia limited liability company ("**Owner**"), whose address is 5300 River Mill Circle, Marietta, GA 30068, being duly cautioned and sworn, deposes and says that, with respect to the property located in the City of Lawrenceville, Gwinnett County, Georgia, being more particularly described on EXHIBIT "A" attached hereto and incorporated herein by this reference (the "**Property**"), and in [his/her] representative capacity, and not personally, that:

1. To Owner's knowledge, no one other than the Owner is in possession or has a right to possession of the Property except as set forth on EXHIBIT "B" attached hereto and incorporated herein (the "**Permitted Title Exceptions**");
2. Owner has no knowledge of any unrecorded easement, or claim of easement, affecting the Property except as may be set forth in the Permitted Title Exceptions;
3. Provision for payment has been made for any repair or improvement of the Property undertaken by or under the direction of Owner within the last ninety-five (95) days. In the event a lien is filed relating to work contracted for prior to the date hereof, Owner agrees to indemnify and hold the Company (as defined below) harmless from any loss or damage it actually suffers;
4. Owner has no knowledge that there are any unpaid real estate taxes or assessments affecting the Property except as set forth in the Permitted Title Exceptions;
5. Owner has not delivered any unrecorded mortgage or other lien affecting the Property;
6. No services of a broker or salesperson (as that term is defined in O.C.G.A. §43-40-1) ("**Broker**") has been engaged by Owner with regard to the management, sale, purchase, lease, option, or other conveyance of interest in the Property and, as of the date hereof, Owner has not received notice that any broker's lien has been filed against the Property; and

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT "B"

PERMITTED TITLE EXCEPTIONS

EXHIBIT "C"
IMPROVEMENTS/REPAIRS