

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY ("**Agreement**") is made and entered into as of the Effective Date, as defined in Section 1.03 below, by and between **H. Parker Gann, III, as Conservator of the Estate of H. Parker Gann, Jr.** ("**Seller**") and **North DTL CC Ph1, LLC, a Georgia limited liability company** ("**Buyer**").

RECITALS:

A. Seller is the owner of approximately .45+/- acres, being Tax Parcel #R5146C013, 113 Maddox Street, Lawrenceville, GA of real property located in the City of Lawrenceville, Gwinnett County (the "**County**"), Georgia, and being more particularly depicted and described on **Exhibit "A"** attached hereto and made a part hereof (the "**Land**").

B. Seller desires to sell the "Property" (as defined below) to Buyer, and Buyer desires to purchase the Property from Seller, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller to be supportive of this Agreement in its entirety, it is hereby agreed as follows:

ARTICLE I SALE – PURCHASE

Section 1.01 Property. Seller agrees to sell and Buyer agrees to purchase the "**Property**," consisting of (a) fee simple title to the Land and (b) all rights, ways, privileges and easements appurtenant to the Land, including Seller's right, title and interest in and to all strips, gores, streets, alleys and ways, public or private, adjoining or crossing the Land, all of which are appurtenant to, and shall benefit, the Property.

Section 1.02 Intangible Rights. The sale of the Property shall include the sale, transfer and conveyance of all of Seller's right, title and interest if any, in and to all warranties, guaranties, certificates, licenses, bonds, water and sewer agreements, pre-paid water and sewer taps, permits, authorizations, consents, utility capacity, developmental rights and approvals which in any respect whatsoever relate to or arise out of the use, occupancy, possession, development, construction or operation of the Property (collectively, the "**Seller's Permits**"). Seller makes no representations or warranties regarding any of Seller's Permits other than Seller has no actual knowledge of any defect or violation.

Section 1.03 Effective Date. The "**Effective Date**" of this Agreement shall be the date on which the last of Seller and Buyer has executed this Agreement and so notified the other in writing.

ARTICLE II PURCHASE PRICE AND TERMS OF PAYMENT

Section 2.01 Purchase Price. The Purchase Price for the Property shall be SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$600,000.00).

Section 2.02 Terms of Payment. The Purchase Price shall be payable in the following manner:

(A) Buyer shall deposit the sum of FIFTEEN THOUSAND AND 00/100 DOLLARS (\$15,000.00) (the “**Deposit**”) with Freisem, Macon, Swann & Malone, LLP (the “**Escrow Agent**”), within three (3) business days after the Effective Date. Buyer shall pay any escrow fees payable to Escrow Agent. The Deposit shall be remitted to Escrow Agent by cashier’s check, subject to clearance or wire transfer of immediately available federal funds. The Deposit shall be held by Escrow Agent in an IOLTA trust account. Escrow Agent shall hold the Deposit pursuant to the terms of this Agreement, subject only to mutually agreed upon written modifications executed by the parties hereto.

(B) The Deposit shall be nonrefundable after the Investigation Period except for (i) Seller default or (ii) those provisions herein in which Buyer is expressly entitled to a refund of the Deposit. Buyer shall receive a credit against the Purchase Price at “Closing” (as hereinafter defined) in the amount of the Deposit.

(C) At Closing, Buyer shall pay the Purchase Price to Seller, subject to the terms, conditions, prorations and adjustments stated in this Agreement, by wire transfer of immediately available federal US funds made available to Escrow Agent at or prior to Closing.

ARTICLE III TITLE AND SURVEY

Section 3.01 Title Examination. Buyer shall have the right to have title to the Property examined and to obtain a commitment for title insurance (the “**Title Commitment**”) during the Investigation Period and a policy of title insurance (the “**Title Policy**”), all at Buyer’s expense. At Closing, Seller shall convey title to the Property to Buyer by limited warranty deed, which shall expressly be made subject to the matters set forth in this Agreement and matters approved or waived by Buyer as provided below. The title shall only be subject to matters set forth in the Title Commitment which are either approved or waived during the Investigation Period by Buyer in writing (the “**Permitted Exceptions**”). In the event the Property is subject to any mortgage, deed to secure debt or other title exception or defect which is monetary in nature and incurred by or on behalf of Seller or caused by the Tenants on the Property (the “**Monetary Encumbrances**”) Seller shall pay and satisfy of record any such Monetary Encumbrances prior to or at Closing at Seller’s expense. Buyer shall advise Seller of all Monetary Encumbrances which affect the Property following Buyer’s title examination; however, Buyer shall have no obligation to formally object to such Monetary Encumbrances in accordance with Section 3.03 and under no circumstances shall the Monetary Encumbrances be deemed to be Permitted Exceptions. The parties also agree that, at Closing, the Property shall not be subject to any leases, rental agreements

or other rights of occupancy of any kind, whether written or oral, unless such matters have been agreed to by Buyer herein.

Section 3.02 **Survey.** Buyer may obtain and provide a survey (the “**Survey**”) of the Property. The Survey will be prepared by a Georgia Registered Land Surveyor and be certified to Buyer and Buyer’s title company. At Buyer’s election, the Survey may be prepared in accordance with the minimum detail requirements established by ALTA/NSPS (with respect to a “Class A” survey) or the minimum standards prescribed by the State of Georgia. The Survey may include, without limitation, the spotting and location of all fences, drainage and utility easements, public or private rights-of-way or center line locations, encroachments, building set back requirements of record, other easements, improvements constructed thereon, if any, and all other matters requested by Buyer or required by the applicable standards. The Survey may also include a flood plain and wetland certification by the surveyor certifying the absence of the same from any portion of the Property. In the event the Survey reflects easements, encroachments, overlaps, or other defects not contained in the Permitted Exceptions to title, the parties shall have the same rights and duties relating to the remedy of such survey defects as are provided in Section 3.03 pertaining to the remedy of title defects. In the event that the property description drawn from the Survey differs from the description of the Property set forth on Exhibit A of this Agreement, then, in addition to the other required closing documents prescribed by this Agreement, Seller agrees to grant a Quitclaim Deed to Buyer conveying the property description drawn from the Survey.

Section 3.03 **Objections to Title or Survey.** As to any title exceptions or defects and as to matters of survey, prior to end of the Investigation Period, Buyer shall have right to deliver the Title Commitment and/or Survey to Seller together with a written notification of any objections that Buyer may have (the “**Objection Notice**”). If Buyer does provide the Objection Notice, Seller shall, within ten (10) days of the Objection Notice, provide notice to Buyer advising Buyer which if any of Buyer’s objections Seller elects to attempt to cure (the “**Seller Response**”). If Seller fails to provide the Seller Response, Seller shall be deemed to have elected not to cure. If Seller elects to cure, Seller shall then have up to the time of the Closing, to cure or satisfy such objections. If Seller has elected not to cure, or is deemed to have elected not to cure, Buyer may terminate this Agreement within ten (10) days following the Seller Response (or deadline for the Seller Response if none is furnished), and the Deposit shall be promptly returned to Buyer by Escrow Agent and thereafter neither party shall have any further obligations hereunder except as may be otherwise expressly set forth in this Agreement. Absent such termination, Buyer’s previous title objections shall be deemed to be waived by Buyer, apart from any Monetary Encumbrances. If Seller has elected to cure any objection but is not satisfied by Seller by Closing, Buyer shall have the right to terminate this Agreement, and the full amount of the Deposit shall be promptly returned to Buyer by Escrow Agent and thereafter neither party shall have any further obligations hereunder except as may be otherwise expressly set forth in this Agreement. If Seller does so cure or satisfy the objection(s), this Agreement shall continue in effect. Buyer shall have the right to update the Title Commitment from time to time and object to any matters appearing of record (as to Title) or on-the-ground matters (with respect to the Survey) which occur subsequent to the effective date of Buyer’s initial Title Commitment (collectively the “**New Matters**”). At any time prior to Closing, Buyer shall have the right to object to New Matters by furnishing an additional Objection Notice, and if Buyer furnishes an Objection Notice with respect to any New Matters, Seller shall cause the same to be extinguished on or before the date of Closing. Buyer shall have the right at any time

to waive, in writing, any objections that it may have made and thereby preserve this Agreement in effect.

ARTICLE IV INVESTIGATION OF PROPERTY

Section 4.01 Right of Entry. Commencing as of the Effective Date and continuing for a period of one hundred eighty (180) days (which period shall be referred to as the "**Investigation Period**"), Buyer, and all of Buyer's agents, contractors, consultants, representatives and other persons designated by Buyer, shall have the right, with at least forty-eight (48) hours prior notice to Seller, to enter on any portion of the Property, for the purpose of investigation, discovery and testing of the Property, including, without limitation, surveying, soil testing and boring, hydrological studies, environmental studies, structural inspections or any other studies or tests Buyer determines in its reasonable discretion to be necessary or appropriate (collectively, the "**Inspections**"). Buyer may inspect Property prior to Closing to ensure all Tenants have been vacated. Seller shall cooperate with Buyer in conjunction with Buyer's Inspections, including providing access at all reasonable times prior to the Closing. Seller also agrees to provide Buyer with Seller's cooperation in regard to Buyer's efforts to obtain all appropriate or relevant information concerning the Property. Provided Buyer has not terminated this Agreement or defaulted hereunder, this right of entry, as well as all rights provided to Buyer in this Section 4.01, shall continue unabated through the Closing. All of Buyer's Inspections shall be at Buyer's sole cost and expense, and shall be performed in a manner so as not to unreasonably interfere with Seller's interest in the Property. Buyer has no authority or right to create liens upon the Property. Buyer shall remove by a statutory permitted bond or otherwise any lien of any type that attaches to the Property as a result of any Buyer's Inspections. Upon completion of any Inspection, Buyer shall restore any damage to the Property caused by such Inspection as near as practical. Buyer hereby indemnifies and holds Seller and its shareholders, officers, employees, agents, members, guests and other invitees harmless from all injury, damage, loss, cost or expense, including, but not limited to, attorneys' fees and court costs resulting from Buyer's Inspections. The indemnity obligations of this Section shall survive Closing or earlier termination of this Agreement for a period of one (1) year and do not apply to (a) any loss, liability, cost or expense to the extent arising from or relating to the acts or omissions of Seller or Seller's agents or consultants, (b) any diminution in value of the Property arising from or relating to matters discovered by Buyer during its Inspections, (c) any latent defects in the Property discovered by Buyer, or (d) the release or spread of any Hazardous Substance, which is discovered (but not deposited) on or under the Property by Buyer.

Section 4.02 Property Documents. Within ten (10) days following the Effective Date, Seller shall furnish to Buyer all information concerning the Property which Seller possesses, or that which Seller may reasonably obtain, and Seller shall continue to furnish to Buyer within three (3) business days following Seller's receipt of same, all information concerning the Property of which Seller acquires possession subsequent to the Effective Date, including, but not limited to, copies of all plans, title policies, plats, surveys, zoning and land use information, contracts, soil tests and reports, environmental tests and reports, engineering studies, inspection reports, due diligence materials, CAD files, appraisals, feasibility studies, landscape plans, site plans and all other governmental and quasi-governmental applications, approvals, consents and authorizations relating to the Property. All of the information to be furnished under this Section 4.02 shall

collectively be referred to as the “**Property Documents.**” Seller hereby represents and warrants that, to the best of Seller’s actual knowledge without independent investigation, all of the information contained in the Property Documents is true and correct in all material respects and fairly and accurately reflects the condition or statement of facts reported to be described or represented thereby. At Closing, Seller shall assign to Buyer all of its right, title and interest in and to the Property Documents and deliver all of the original Property Documents and Seller’s Permits. In the event Buyer terminates this Agreement for any reason other than a Seller’s Default, Buyer shall deliver all third-party, non-proprietary and non-privileged plans, surveys and other materials (“**Buyer’s Materials**”) at no cost to Seller. Buyer’s Materials will be furnished to Seller without representation or warranty from Buyer, and without recourse to Buyer. In lieu of paper documents, as is feasible, Buyer and Seller agree that all Property Documents and Buyers Materials will be provided as digital copies or scans made available through a mutually agreed upon online secure file sharing platform. All updates, additions and amendments thereafter until the Closing Date to said Property Documents and Buyer’s Materials shall be uploaded as soon as is feasible by the respective parties.

Section 4.03 Right of Cancellation. Buyer shall have the absolute and unqualified right to terminate this Agreement at any time prior to the expiration of the Investigation Period for any reason whatsoever or for no reason. In order for Buyer to elect to terminate this Agreement during the Investigation Period, Buyer must so notify Seller in writing prior to the expiration of the Investigation Period. If Buyer timely gives such notice, then this Agreement shall be terminated. Upon any termination pursuant to this Section, the Deposit shall be returned promptly to Buyer, and this Agreement will be terminated in all respects and neither Buyer nor Seller will have any further rights or obligations hereunder, except as may be otherwise expressly set forth in this Agreement. Buyer’s Materials shall be promptly delivered to Seller and Buyer shall return all physical or original Property Documents.

ARTICLE V SELLER’S REPRESENTATIONS WARRANTIES, AND COVENANTS

Seller represents and warrants to Buyer, as true and correct, both on the Effective Date and throughout the period of time until and through Closing as follows. All of the following representations shall survive for a period of six (6) months after Closing.

Section 5.01 Violations, Litigation and Adverse Information. Seller has not received any written notice of nor does Seller have actual knowledge of: (a) violation of any law, statute, ordinance, order, regulation, rule, restriction or requirement of any federal, state and local governmental and quasi-governmental agencies, entities, boards and authorities that have jurisdiction over the Property (each a “**Governmental Entity**” and collectively, the “**Governmental Entities**”) pertaining to or affecting any portion of the Property; or (b) any suit or proceeding pending or threatened affecting any portion of the Property in any court or before any Governmental Entity or tribunal; or (c) other fact or condition which would have a material adverse effect upon the Property or its value which has not been disclosed in writing to Buyer.

Section 5.02 Ownership and Parties in Possession. To the actual knowledge of Seller owns marketable fee simple title to the Property and has authority to sign this Agreement. To the actual knowledge of Seller, no other person or entity has any right, claim or interest in the

Property or any portion thereof, arising out of leases, adverse possession, prescriptive rights, or otherwise.

Section 5.03 **Prior Application or Commitments.** Seller has not made any applications or commitments to any Governmental Entity or utility which would affect the Property which have not been disclosed in writing to Buyer.

Section 5.04 **No Liens.** To Seller's actual knowledge, no work by, through or under Seller has been performed or is in progress upon, and no materials have been furnished to, the Property or any part thereof, which might give rise to any mechanic's, materialmen, or other liens against the Property. To Seller's actual knowledge, There are no special assessments, pending or certified, which may now or hereafter become an obligation of Buyer, monetary or otherwise.

Section 5.05 **FIRPTA.** Seller is not a "foreign person," as defined by Section 1445 of the Internal Revenue Code. Seller shall comply with all requirements imposed by the Internal Revenue Service in regard to same.

Section 5.06 **Changes to Documents and Condition of the Property.** Seller shall maintain the Property in substantially the same condition as exists as of the Effective Date and shall not terminate, modify, amend or waive any provision of any contract, permit, agreement, or any other document previously provided, or to be provided, to Buyer in accordance with this Agreement, or any benefit or entitlement described in this Agreement to be conveyed to Buyer, without the prior written consent of Buyer, which may be withheld in Buyer's sole and absolute discretion. Seller shall terminate any existing leases on Property and deliver the Property vacant at Closing.

Section 5.07 **Environmental Condition.** To Seller's actual knowledge, Seller has not used, and, subsequent to the Effective Date, shall not and will not permit any other party to use, any Hazardous Substances on the Property. Seller represents and warrants to Buyer that, to Seller's actual knowledge, without any independent investigation or inquiry, there is not any: (a) presence of any "Hazardous Substance" (defined below) above, below, on, or within the Property; (b) present or past generation, recycling, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substance on the Property; or (c) failure by Seller to comply with any applicable local, state or federal environmental laws, regulations, ordinances or administrative or judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substance. As used herein, the term "Hazardous Substance" means any substance or material defined or designated as a hazardous or toxic waste, material or substance, chemical contaminant, or other similar term, deemed to be such by any federal, state or local environmental statute, regulation or ordinance presently or hereafter in effect, as such statutes, regulations or ordinances may be amended from time to time.

Section 5.08 **Bankruptcy.** Seller is not involved, whether voluntarily or otherwise, in any bankruptcy, reorganization or insolvency proceeding, except, if applicable, as a creditor of a bankrupt estate.

Section 5.09 **Contracts.** To Seller's actual knowledge, there are no management, employment, service, equipment, supply, maintenance, water, sewer, or other utility or concession

agreements or agreements with municipalities or other parties (including improvement or development escrows or bonds) with respect to or affecting the Property which will burden the Property other than shown of record or Buyer after Closing in any manner whatsoever. There are no pending contracts for the sale of any portion of the Property, other than this Agreement.

Section 5.10 Anti-Terrorism Laws. To Seller's actual knowledge, Seller is in compliance with all federal, state, municipal, and local laws, statutes, codes, ordinances, orders, decrees, rules, or regulations relating to terrorism or money laundering (collectively, the "Anti-Terrorism Laws"), including without limitation, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56, known as the "Patriot Act"), and the regulations of the Office of Foreign Assets Control and is not a Prohibited Person under the Anti-Terrorism Laws.

Section 5.11 Cemeteries. To Seller's actual knowledge, there are no cemeteries, graves or burial grounds or historic artifacts within the Property.

Section 5.12 Seller's Knowledge. For purposes hereof, "Seller's knowledge" or "Seller's actual knowledge" shall be limited to the actual knowledge of H. Parker Gann III, as Conservator of the Estate of H. Parker Gann, Jr., without inquiry or investigation, and "knowledge" shall not be imputed from any other person or entity. H. Parker Gann, III is the Conservator of Seller acting for Seller as Conservator of his Estate, and in no manner, expressly or impliedly, is he making any representations or warranties individually. H. Parker Gann III shall in no instance be personally liable in any manner for any breach of a representation or warranty by Seller in this Agreement.

ARTICLE VI BUYER'S REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants to Seller, as true and correct, both on the Effective Date and throughout the period of time until and through Closing as follows. All of the following representations shall survive for a period of six (6) months after closing.

Section 6.01 Authority. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Georgia, and the person executing this Agreement on behalf of Buyer has the lawful right, power, authority and capacity to bind Buyer to the terms hereof and consummate the transactions contemplated by this Agreement, pursuant to the terms, provisions and conditions of this Agreement.

Section 6.02 Bankruptcy. Buyer is not involved, whether voluntarily or otherwise, in any bankruptcy, reorganization or insolvency proceeding, except, if applicable, as a creditor of a bankrupt estate.

Section 6.03 Anti-Terrorism Laws. To Buyer's actual knowledge, Buyer is in compliance with all federal, state, municipal, and local laws, statutes, codes, ordinances, orders, decrees, rules, or regulations relating to terrorism or money laundering (collectively, the "Anti-Terrorism Laws"), including without limitation, Executive Order No. 13224 on Terrorist

Financing, effective September 24, 2001, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56, known as the "Patriot Act"), and the regulations of the Office of Foreign Assets Control and is not a Prohibited Person under the Anti-Terrorism Laws.

Section 6.04 Assemblage Parcels. Buyer has entered into binding and valid purchase and sale agreements with the respective sellers for all properties comprising the Assemblage Parcels (as hereinafter defined) and that there are no defaults by any parties to any of the Assemblage Parcels agreements. Buyer covenants that it shall diligently pursue all approvals and entitlements with respect to the Assemblage Parcels as required hereunder and pursue completion of the closing of the acquisition of the Assemblage Parcels simultaneous with the obligations herein.

ARTICLE VII CLOSING

Section 7.01 Closing. Closing shall take place on or about ninety (90) days following Buyer's receipt of the final non-appealable zoning approval from the City of Lawrenceville, Georgia as defined in Section 13.01a below. In the event the Land Disturbance Permit ("LDP") has not been issued by the City of Lawrenceville, Georgia by the Closing Date, Buyer may extend the Closing for two (2) thirty (30) day periods at \$5,000.00 per extension ("Extension Deposits"). The Extension Deposits shall be nonrefundable but applicable to the Purchase Price. Closing shall occur no later than May 30, 2026.

Section 7.02 Place of Closing. The Closing shall be accomplished via wire transfer of funds and electronic mail of executed documents, to be followed by original documents.

Section 7.03 Expenses of Closing and Prorations.

(A) Taxes. Ad valorem and non-ad valorem real property taxes shall be prorated at Closing. Buyer will assume all ad valorem and non ad valorem taxes and assessments accruing after Closing.

(B) Recording Fees and Transfer Tax. Seller shall pay State of Georgia transfer tax and the recording fees associated with the release of any liens or mortgages and/or corrective title instruments. Buyer shall pay the recording fee for the Deed (as hereinafter defined).

(C) Title Policy and Survey. Buyer shall pay all costs associated with Buyer's title examination, title commitment and policy and the Survey.

(D) Attorneys' Fees. Each party shall pay its own attorneys' fees and costs.

Section 7.04 Documents for Closing. Prior to or at Closing, the parties will execute and provide any and all documents reasonably necessary to effectuate the terms, conditions and intent of this Agreement.

(A) At Closing, Seller shall execute and deliver each of the following documents in form reasonably acceptable to Buyer:

(i) A limited warranty deed (the "**Deed**"), conveying marketable and insurable fee simple title to the Property to Buyer, subject to Permitted Exceptions;

(ii) A Seller's Title Affidavit in form and content of which is reasonably acceptable to Buyer's title insurance company and Seller;

(iii) An Assignment evidencing the transfer and assignment of all Seller's benefits and entitlements hereunder, including Seller's Permits, if any, as each is described in Article I hereof, the Property Documents, utility capacities, as well as all other leases, contracts, licenses, agreements or other documents, which are in effect as of the Closing date;

(iv) A FIRPTA Affidavit;

(v) A Closing Statement;

(vi) Any other documents reasonably requested by Buyer.

(B) At Closing, Buyer shall execute and deliver to Seller each of the following documents in form reasonably acceptable to Seller:

(i) The Closing Statement; and

(ii) Any other documents reasonably requested by Seller or Title Company.

All of the documents will be duly authorized, legal, valid and binding obligations of Seller or Buyer, as applicable, which, at the time of Closing and payment of the Purchase Price, will be sufficient to convey title (if they purport to do so). The Buyer shall prepare the above Closing documents, subject to the review and approval of Seller.

ARTICLE VIII REAL ESTATE BROKERS

The parties each represent to the other that, except as stated below, there are no real estate brokers, salespeople, finders or consultants, who are or were involved in the negotiation and/or consummation of this transaction by Seller at Closing pursuant to a separate agreement. Seller agrees to defend, indemnify and hold Buyer harmless from and against any and all costs and liabilities, including, without limitation, attorneys' fees through all levels of proceedings, for brokerage or professional service fees claimed by any broker employed or claiming to have been employed by Seller. Buyer agrees to defend, indemnify and hold Seller harmless from and against any and all costs and liabilities, including, without limitation, attorneys' fees through all levels of proceedings, for brokerage or professional service fees claimed by any broker employed or claiming to have been employed by Buyer. The indemnification provided hereunder shall be applicable to any party claiming that it is owed a fee or other form of compensation due to or arising out of this Agreement.

The Seller is represented by Parker Gann & Associates ("**Broker**"). Buyer acknowledges that Seller is the qualifying broker for Broker and Seller's son is the associate broker. A commission shall be paid by Buyer to Seller's Broker at a rate of three (3%) percent of the Purchase Price. Members of Buyer's Company are licensed real estate agents.

ARTICLE IX ESCROW

If there is any dispute as to whether Escrow Agent is obligated to deliver the Deposit, including any monies or documents which it holds, or as to whom same are to be delivered, Escrow Agent will not be obligated to make any delivery, but in such event, may hold same until receipt by Escrow Agent of an authorization, in writing, signed by Seller and Buyer directing the disposition of same, and in the event either party would be entitled to the Deposit, or other monies or documents held by Escrow Agent, the parties agree to forthwith execute such joint written authorization upon the request of any party hereto. In the absence of such authorization, Escrow Agent may hold the Deposit, or other monies or documents in its possession until the final determination of the rights of the parties in an appropriate proceeding. If such written authorization is not given or proceedings for such determination are not begun and diligently continued, Escrow Agent may, but is not required to, bring an appropriate action or proceeding for leave to deposit said funds or documents in court, pending such determination. Notwithstanding the foregoing, in the event that this Agreement is terminated pursuant to Section 4.03, Escrow Agent may return the deposit to Buyer without the need for joint written instructions. Escrow Agent shall not be responsible for any acts or omissions of Escrow Agent, unless same are a result of the gross negligence, willful misconduct or fraud. Otherwise, provided Escrow Agent acts in accordance with this Agreement, Escrow Agent shall have no liability following the delivery of any funds or documents which Escrow Agent holds pursuant to this Agreement. If Escrow Agent elects to bring an appropriate action or proceeding in accordance with the terms of this Article, then Escrow Agent shall be entitled to recover all of its reasonable attorneys' fees and costs incurred in connection with the action from the party not entitled to receive the Deposit or other monies or documents as determined by a court of competent jurisdiction. The parties agree that they will hold Escrow Agent harmless from and indemnify it against any costs or liabilities, including reasonable attorneys' fees, resulting from any action brought against Escrow Agent, unless due to Escrow Agent's willful misconduct, gross negligence, or fraud.

ARTICLE X NOTICE

Section 10.01 Notice and Addresses. All notices required or desired to be given under this Agreement shall be in writing and either: (a) hand-delivered, (b) sent by certified mail, return receipt requested, (c) sent via FedEx or similar overnight service, or (d) sent via electronic mail. All notices shall be addressed to the party being noticed, and shall be deemed to have been given (w) when delivered, if by hand delivery, (x) three (3) business days after deposit in a U.S. Post Office or official letter box, if sent by certified mail, (y) one (1) business day after timely deposited in a FedEx or similar overnight service depository, or (z) upon confirmation of receipt by sender if sent via electronic mail. All notices shall be delivered or sent prepaid for the specified service by the party giving notice, and shall be addressed as follows:

SELLER: H. Parker Gann, III, as Conservator of the Estate of H. Parker Gann, Jr.
PO Box 3499
Loganville, GA 30052
E-Mail: parker@jsmgr.com

Copy To: Andersen, Tate & Carr, P.C.
1960 Satellite Boulevard, Suite 4000
Duluth, Georgia 30097
Attention: T. Scott Duncan, Esq.
E-Mail: sduncan@atclawfirm.com

Andersen, Tate & Carr, P.C.
1960 Satellite Boulevard, Suite 4000
Duluth, Georgia 30097
Attention: Melody A. Glouton, Esq.
E-Mail: mglouton@atclawfirm.com

Thompson | Thompson | Martin
2970 Clairmont Road NE, Suite 280
Atlanta, GA 30329
Attention: Baxter Thompson, Esq.
E-Mail: bthompson@ttmlawyers.com

BUYER: North DTL CC Ph1, LLC
c/o Ty White
2494 Jett Ferry Rd
Suite 202
Dunwoody, GA 30338
E-Mail: ty.white@peachlandhomes.com

Copy To: Freisem, Macon, Swann & Malone, LLP
2905 Piedmont Road, Suite C
Atlanta, GA 30305
Attn: Joseph G. Mattarella
E-Mail: jmattarella@fmsmlaw.com

ESCROW AGENT: Freisem, Macon, Swann & Malone, LLP
2905 Piedmont Road, Suite C
Atlanta, GA 30305
Attn: Joseph G. Mattarella
E-Mail: jmattarella@fmsmlaw.com

or to any other address hereafter designated by any of the parties, from time to time, in writing and otherwise in the manner set forth herein for giving notice.

Section 10.02 Attorneys. The respective attorneys for Seller and Buyer are hereby authorized to give any notice pursuant to this Agreement on behalf of their respective clients.

ARTICLE XI CONDEMNATION AND MORATORIUM

Section 11.01 Condemnation. If, prior to Closing, all or any portion of the Property is taken by eminent domain not related to Buyer's intended use or development of the Property or is the subject of a pending taking which has not been consummated (collectively, a "**Taking**"), Seller shall so notify Buyer in writing, and Buyer shall have the option to either (a) terminate this Agreement upon notice to Seller given not later than fifteen (15) days after receipt of Seller's notice, or (b) proceed with Closing in accordance herewith. Buyer shall have the right, but not the obligation, to contest and negotiate the amount of money offered for such Taking, as well as any of the terms related thereto. If this Agreement is terminated as aforesaid, the Deposit shall be promptly returned to Buyer and neither party shall have any further rights or obligations to the other hereunder (except for any matters which expressly survive termination of this Agreement). If Buyer has not elected to terminate this Agreement as aforesaid, Seller agrees to assign to Buyer at Closing all sums which are to be awarded for the Taking, and shall pay to Buyer any sums received by Seller prior to Closing for the Taking. Buyer shall thereafter be entitled to receive and keep any awards for such Taking by eminent domain. The Closing Date hereunder shall be extended for a period of time equal to the amount of time required by Buyer to provide Seller with notice of termination of this Agreement in accordance with the time periods set forth in this Section.

Section 11.02 Moratoria. If, at the time of Closing, there is a moratorium on building, platting, water and sewer, or other moratoria prohibiting or delaying Buyer's ownership, development or operation of the Property, including, without limitation, a moratorium on the issuance of building permits by the Governmental Entities, Buyer shall have the right to automatically extend the Closing for a period not to exceed sixty (60) days, at which time if a moratorium still exists for any of the foregoing items, Buyer shall have the following options: (a) terminate this Agreement whereupon the Deposit shall be promptly returned to Buyer, Buyer's Materials shall be promptly delivered to Seller, and the parties shall be relieved of any further obligations hereunder (except for any matters which expressly survive termination of this Agreement); or (b) waive such condition and proceed to Closing of this transaction. In the event Buyer chooses to close, the Closing shall occur within ten (10) days of Seller's receipt of Buyer's notice as provided hereinabove.

ARTICLE XII DEFAULTS

Section 12.01 Buyer's Default. In the event of any default by Buyer after expiration of the cure period set forth in Section 12.03 below ("**Buyer's Default**"), except for the failure of Buyer to close this transaction on or before the Closing Date, the parties acknowledge it would be impossible to ascertain the amount of damages suffered by Seller, and therefore the parties agree that in the event there is a Buyer's Default, the Deposit shall be paid to and accepted by Seller as full and liquidated damages and as Seller's sole and exclusive remedy at law or in equity and each

of the parties shall thereafter be released of any further liability or responsibility hereunder, except for the obligations which expressly survive termination of this Agreement.

Section 12.02 Seller's Default. In the event of any default by Seller after expiration of the cure period set forth in Section 12.03 below ("**Seller's Default**"), Buyer shall be entitled: (a) to terminate this Agreement and receive a prompt refund of the Deposit (b) seek specific performance of this Agreement. Notwithstanding anything contained herein to the contrary, if specific performance is not available as a remedy as a result of the willful acts of Seller, then Buyer may exercise all remedies available at law or in equity. Nothing in this Section shall limit Buyer's remedies at law or in equity after Closing as to all representations and warranties, indemnities, and other obligations of Seller contained in this Agreement that by the terms of this Agreement survive Closing or earlier termination of this Agreement.

Section 12.03 Notice and Cure Period. Buyer shall take no action with respect to a Seller's Default, and Seller shall take no action with respect to a Buyer's Default, until the non-defaulting party has given written notice to the defaulting party and the defaulting party has failed to cure the default for a period of five (5) business days after receipt of such notice.

ARTICLE XIII CONDITIONS PRECEDENT

Section 13.01 Conditions Precedent to Closing. With respect to Closing, Buyer shall not be obligated to close unless each of the following conditions (the "**Conditions Precedent**") are either fulfilled or waived by Buyer in writing provided failure of any condition shall not extend the Closing Date, if any. Buyer shall seek in good faith the following at its own cost and expense:

- a. Zoning. Buyer's obligation to purchase the Property, per the Purchase and Sale Agreement, will be subject to the successful approval of required rezoning. Buyer will submit rezoning application within sixty (60) days of the Effective Date and diligently pursue approvals thereafter. Buyer shall be solely responsible for the rezoning effort and shall bear all costs and expenses in connection therewith; provided, however, that the Seller shall in good faith cooperate with such efforts and shall endorse or, where necessary, execute as the current landowner any and all applications required by the City of Lawrenceville in connection with rezoning. Seller may request updates from Buyer on the progress of the rezoning and approval process for the Property which Buyer shall provide within a reasonable timeframe.
- b. Jurisdictional Approvals. Buyer's obligation to purchase the Property will be subject to the Project receiving a Land Disturbance Permit which will permit the development of the Project with conditions reasonably acceptable to Buyer ("**Jurisdictional Approvals**"). Buyer shall be solely responsible for obtaining the Jurisdictional Approvals and shall bear all costs and expenses in connection therewith; provided, however, that the Seller shall in good faith cooperate with such efforts and shall endorse or, where necessary, execute as the current landowner any and all applications required in connection with the Jurisdictional Approvals within three (3) days of Buyer's request. Buyer shall diligently seek to

complete all required aspects of said LDP upon receipt of final non-appealable zoning approval from the City of Lawrenceville, Georgia and work in good faith to receive all required approvals.

- c. Assemblage. This Closing is contingent on Buyer closing the adjacent North Clayton Street and Maddox Street properties and City of Lawrenceville properties simultaneously to wit: R5145-255, R5145-059, R5145-058, R5145-065, R5145-066, R5145-067, R5146C011, R5146C012, and R5146C014 together with adjoining City Parcels(together comprising the “**Assemblage Parcels**” or “**Project**”). Buyer covenants that it will utilize good faith, commercially reasonable efforts to pursue all approvals and entitlements as required herein related to its intended use of the Property with respect to the Assemblage Parcels and shall pursue ultimate closing on all of the Assemblage Parcels simultaneously, and further shall not take any action or create any condition which would result in a default under any of the Assemblage Parcels agreements, it being understood that any default caused by Buyer under any of the Assemblage Parcels agreements shall in no instance result in a failure of a Conditions Precedent hereunder.
- d. Existing Tenants. Buyer's obligation to purchase the Property will be subject to the termination of any and all leases in effect that may encumber the Property. Seller shall serve all existing tenants of the Property with a sixty (60) day notice to move as required by Georgia law within three (3) business days of written notice from Buyer containing notice of; a) Buyer’s receipt of final non-appealable zoning approval from the City of Lawrenceville, Georgia; and, b) a tentative Closing Date. If any Existing Tenants have failed to vacate the Property by Closing, Closing shall be extended until Seller can deliver the Property vacant.
- e. Conservatorship. Buyer acknowledges that this Closing is contingent on Seller receiving court approval for the sale of Property from the Seller’s Conservatorship which shall be sufficient for Title Company approval. Seller shall apply for said court approval within thirty (30) days after the Effective Date and shall diligently pursue the receipt thereafter. If Seller is not able to be approved for sale of Property by the court by Closing, then Deposit shall be returned to Buyer.

Section 13.02 Failure of any Conditions Precedent prior to Closing. The Earnest Money shall become nonrefundable the earlier of thirty (30) days after the rezoning Buyer has sought has been approved by the appropriate zoning authority (“Rezoning Approval Date”) or the expiration of the Investigation Period. If any of the Conditions Precedent are not satisfied, Buyer shall have the right to: (i) terminate this Agreement, whereupon the Deposit shall be promptly returned to Buyer and neither party shall have any further rights or obligations hereunder, except for those matters that expressly survive termination of this Agreement or (ii) waive the Condition Precedent(s) and proceed to Closing. Buyer may have until Closing to terminate this Agreement for failure to obtain its Conditions Precedent, however, notwithstanding anything herein to the contrary, the Deposit becomes nonrefundable after the above Rezoning Approval Date.

ARTICLE XIV MISCELLANEOUS PROVISIONS

Section 14.01 **Choice of Law and Venue.** This Agreement shall be construed and interpreted under the laws of the State of Georgia, without giving effect to principles of conflict of laws, except where specifically pre-empted by Federal law. Seller and Buyer agree that the proper venue with respect to any state or federal litigation in connection with this Agreement shall be the County in which the Property is located.

Section 14.02 **Amendments.** No amendment to this Agreement shall bind any of the parties hereto unless and until such amendment is in writing and executed by Buyer and Seller.

Section 14.03 **Entire Agreement.** This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the parties and no prior written documents, and no prior or contemporary oral statements, representations, promises, or understandings not embodied in this Agreement shall be of any force and/or effect.

Section 14.04 **Survival.** Except as otherwise expressly provided herein, all terms and conditions of this Agreement shall merge with the execution and delivery of the Deed and the payment of the Purchase Price, and shall not survive Closing. In addition, all of Seller's obligations to indemnify, defend and hold Buyer harmless and all of Buyer's obligations to indemnify, defend and hold Seller harmless pursuant to the terms of this Agreement shall survive termination of this Agreement.

Section 14.05 **Assignment.**

(A) All of the covenants, conditions and obligations herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

(B) Buyer shall have the right to assign its rights and/or obligations in this Agreement to any entity (an "**Affiliate**") controlled by or under common control with Buyer, or to an entity which succeeds to Buyer in any merger or acquisition. Buyer shall provide written notice of such assignment no less than five (5) days prior to Closing.

(C) Seller shall not be entitled to assign this Agreement.

Section 14.06 **Interpretation.** Captions and section headings contained in this Agreement are for convenience and reference only; in no way do they define, describe, extend or limit the scope or intent of this Agreement or any provision hereof. The terms and provisions of this Agreement have been fully negotiated between the parties and each party has been afforded the opportunity to engage, if such party desires, legal counsel to assist in the preparation, negotiation, and drafting of this Agreement. Accordingly, the terms and provisions of this Agreement shall not be interpreted for or against either Seller or Buyer as the drafting party. The terms "herein," "hereby," "hereof," "hereto," "hereunder" and any similar terms refer to this Agreement in its entirety and not solely to the particular section or paragraph in which the term is used.



Section 14.07 Number and Gender. All terms and words used in this Agreement, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.

Section 14.08 Possession. Possession of the Property shall be delivered to Buyer at Closing.

Section 14.09 Representations. All representations and warranties set forth herein are material and of the essence to this Agreement and shall survive for a period of six (6) months after Closing.

Section 14.10 Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing signed by the party against whom it is asserted, and any waiver of any provision of this Agreement shall be applicable only to the specific instance to which it is related and shall not be deemed to be a continuing or future waiver as to such provision or a waiver as to any other provision.

Section 14.11 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

Section 14.12 Time Periods. Time shall be of the essence with respect to this Agreement. The calculation of the number of days that has passed during any time period prescribed in the Agreement shall be based on calendar days, unless otherwise expressly set forth herein, and shall commence on the day immediately following the action or event giving rise to the commencement of the period and shall expire on the last day of the time period. Furthermore, any time period provided for herein which shall end on a Saturday, Sunday or legal holiday in the State of Georgia, shall extend to the next full business day. The term "business day" as used herein shall not include Saturday, Sunday and legal holidays in the State of Georgia. For all purposes under this Agreement, all times shall mean either Eastern Standard Time or Eastern Daylight Time as then currently applicable in the County.

Section 14.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. To facilitate execution and delivery of this Agreement, the parties may execute and exchange executed counterparts by facsimile or e-mail in a PDF file to the other party or to the other party's counsel. Facsimile or signatures in a PDF file shall have the same legal effect as original signatures.

Section 14.14 Confidentiality. The Parties hereby agree to not disclose, discuss, distribute or disseminate any of the information contained in this Agreement or other knowledge Seller or Buyer may obtain relating to this Agreement, to third parties, other than those who require such knowledge, such as the parties' employees, consultants and attorneys, without the express advance written consent of the other Party. The Parties acknowledge that such restrictions are reasonable in time and manner and agrees that these restrictions are material, appropriate and commercially reasonable for the protection of the Parties' commercial interests. Each Party acknowledges that its violation of the provisions hereof may cause irreparable injury to the other,

and that such violation may not be capable of remedy by money damages or other remedy at law. Either Party shall therefore have the right to seek injunctive and equitable relief to restrain any unauthorized disclosure or use (or any attempted or intended disclosure or use) in any court of competent jurisdiction, without the necessity of either Party posting any bond in such proceeding. However, nothing herein shall in any way be construed as limiting either Party's rights to seek damages for any violation of the foregoing.

Section 14.15 1031 Exchange. Either Party may consummate the sale of the Property as part of a so-called like kind exchange (the "**Exchange**") pursuant to § 1031 of the Internal Revenue Code of 1986, as amended, provided that: (a) the Closing shall not be delayed or affected by reason of the Exchange nor shall the consummation or accomplishment of the Exchange be a condition precedent or condition subsequent to the exchanging Party's obligations under this Agreement, and (b) the non-exchanging Party shall not incur any additional expense or obligation as a result of the exchange or be required to acquire or hold title to any real property for purposes of consummating the Exchange. The non-exchanging Party shall not, by this Agreement or acquiescence to the Exchange, (i) have its rights under this Agreement affected or diminished in any manner or (ii) be responsible for compliance with or be deemed to have warranted to the exchanging Party that the Exchange in fact complies with § 1031 of the Internal Revenue Code of 1986, as amended.

Section 14.16 Agent Disclosure. It is hereby disclosed that interest holder H. Parker Gann, Jr. is a licensed real estate broker (GA #10950) acting as a principal; H. Parker Gann, III is a licensed real estate broker acting as conservator for Seller (GA# 280840).

Section 14.17 AS IS SALE. APART FROM SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS UNDER THIS AGREEMENT, IN ANY DOCUMENT DELIVERED TO AT CLOSING, THE WARRANTY OF TITLE CONTAINED IN THE DEED (COLLECTIVELY, THE "EXPRESS REPRESENTATIONS"), BUYER ACKNOWLEDGES TO AND AGREES WITH SELLER THAT BUYER IS PURCHASING THE PROPERTY IN AN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER, INCLUDING BUT NOT LIMITED TO WARRANTIES OF SUITABILITY, FITNESS, HABITABILITY OR MERCHANTABILITY, FROM OR ON BEHALF OF SELLER EXCEPT AS SET FORTH IN THE EXPRESS REPRESENTATIONS.

BUYER ACKNOWLEDGES THAT, APART FROM THE EXPRESS REPRESENTATIONS, BUYER MUST PERFORM ITS OWN DUE DILIGENCE AND HAS NOT RELIED, AND IS NOT RELYING, UPON ANY INFORMATION, DOCUMENT, SALES BROCHURES OR OTHER LITERATURE, MAPS, SKETCHES, DRAWINGS, PLANS, PROJECTION, PROFORMA, STATEMENT, REPRESENTATION, GUARANTEE OR WARRANTY (WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, MATERIAL OR IMMATERIAL) THAT MAY HAVE BEEN GIVEN BY OR MADE BY OR ON BEHALF OF SELLER.

BUYER HEREBY ACKNOWLEDGES THAT, APART FROM THE EXPRESS REPRESENTATIONS, IT SHALL NOT BE ENTITLED TO, AND SHALL NOT, RELY ON

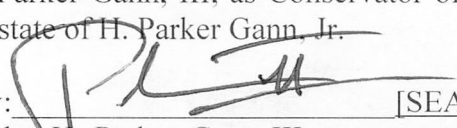
SELLER, ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, AND, APART FROM THE EXPRESS REPRESENTATIONS, SELLER HEREBY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, EITHER UNDER COMMON LAW, BY STATUTE, OR OTHERWISE, AS TO (I) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURAL ELEMENTS, FOUNDATION, ACCESS, LANDSCAPING, SEWAGE OR UTILITY SYSTEMS AT THE PROPERTY, IF ANY; (II) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF SOILS AND GROUND WATER OR THE EXISTENCE OF GROUND WATER AT THE PROPERTY; (III) THE EXISTENCE, QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE PROPERTY; (IV) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, ITS VALUE, ITS PROFITABILITY, ITS HABITABILITY, MERCHANTABILITY OR FITNESS, SUITABILITY OR ADEQUACY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE; (V) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY; (VI) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATIONS WITH ANY APPLICABLE CODES, STATUTE, LAW, ORDINANCE, RULE, REGULATION, COVENANT, PERMIT, AUTHORIZATION, STANDARD, CONDITION OR RESTRICTION OF ANY GOVERNMENTAL OR REGULATORY AUTHORITY; (VII) THE QUALITY OF ANY LABOR OR MATERIALS RELATING IN ANY WAY TO THE PROPERTY; (VIII) THE SQUARE FOOTAGE OR ACREAGE OF THE PROPERTY; (IX) THE CONDITION OR OWNERSHIP OF COMMON AREAS, AND THE EXISTENCE OR STATUS OF ANY PROPERTY MADE SUBJECT TO, ANNEXED OR WHICH MAY BE ANNEXED OR INTENDED TO BE ANNEXED, PAST, PRESENT OR FUTURE, TO THE TERMS OF ANY OF PROPERTY OWNER ASSOCIATION DOCUMENTS AFFECTING DIRECTLY OR INDIRECTLY THE PROPERTY DESCRIBED IN THIS CONTRACT, OR (X) THE OPERATION OF THE PROPERTY FROM THE DATE OF THIS CONTRACT UNTIL THE CLOSING.

[continued]

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Agreement on the dates indicated below.

SELLER:

H. Parker Gann, III, as Conservator of the
Estate of H. Parker Gann, Jr.

By:  [SEAL]

Title: H. Parker Gann III, as conservator
of the estate of H. Parker Gann, Jr.

5/6/25 5:31 p.m.

[continued]



BUYER:

North DTL CC Ph1, LLC

Signed by:
By: Ty White [SEAL]
B5AE2040044D4DD...
Ty White, Managing Member
5/23/2025

[continued]

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ESCROW AGENT

The undersigned agrees to act as Escrow Agent in accordance with the terms of this Agreement.

ESCROW AGENT:

**FREISEM, MACON, SWANN & MALONE,
LLP**

By: 
Name: Joseph G. Mattarella
Its: Partner

EXHIBIT "A"

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in the County of Gwinnett, State of Georgia, being one town lot lying on the East side of Clayton Street, and in the City of Lawrenceville, Georgia, fronting 100 feet on said street, and running back 200 feet, more or less, in an easterly direction; thence in a southerly direction 100 feet, more or less, to a street; thence in a westerly direction 200 feet to Clayton Street; thence in a northerly direction 100 feet to the point of beginning. Said lot being bounded at present on the north by E. M. Gunter property, on the east by other lands of F. B. Maddox, deceased; on the south by Maddox Street; the west by North Clayton Street, and being presented numbered 517 on said street, however, said residence has since been destroyed by fire. This is the same property as described in Warranty Deed from Mary B. Frachiseur to Margaret B. Gann, dated October 20, 1951 and recorded in Deed Book 114, page 151, Gwinnett County Records.

4914-3053-2412, v. 1

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