ASSIGNMENT OF
AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY
(SHANNONHOUSE)

This **ASSIGNMENT OF AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY** (the "Assignment"), is made and entered into to be effective as of the ___ day of August 2026 (the "Effective Date"), by and between **NORTH DTL CC PH1, LLC**, a Georgia limited liability company ("Assignor"), and **CITY OF LAWRENCEVILLE**, a Georgia municipal corporation ("Assignee").

P R E M I S E S:

WHEREAS, Assignor, as "Buyer", and Mary Josephine Shannonhouse, as "Seller" (the "Seller") have entered into that certain Agreement for the Purchase and Sale of Real Property, complete copies of which, together with all amendments, are set forth on Exhibit "A" to this Assignment and are incorporated herein by reference (collectively, the "Purchase Agreement") for the purchase and sale of certain real property located in Gwinnett County, Georgia (the "Property"); and

WHEREAS, Assignor and Assignee desire to set forth the terms and conditions upon which the Purchase Agreement will be assigned from Assignor to Assignee; and

A G R E E M E N T:

NOW, THEREFORE, in consideration of the foregoing premises, the payment of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the faithful performance of the covenants of the said Purchase Agreement as therein stated, the parties hereto agree as follows:

1. **Assignment of Purchase Agreement.** Assignor hereby assigns, transfers and sets over to Assignee said Purchase Agreement and all of Assignor's rights and obligations of the "Buyer" under the Purchase Agreement.

2. **Acceptance of Assignment.** Assignee hereby accepts the foregoing assignment of the Purchase Agreement and agrees to carry out and perform all of the obligations and requirements of the Buyer stated therein and to assume all obligations thereunder arising from and after the Effective Date of this Assignment.

3. **Return of Deposit.** Assignee shall pay the full Purchase Price due under the Purchase Agreement at Closing without credit for the Deposit or any Extension Deposits previously delivered to Escrow Agent pursuant to the Purchase Agreement. At Closing, Escrow Agent is hereby authorized and directed to promptly release and return the Deposit and all Extension Deposits in the total sum of SEVENTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($17,500.00) (collectively, the "Funds") to Assignor. In the event Assignee fails to close on the Property on or before August 31, 2026, Assignee shall, within three (3) business days thereafter, deposit with Escrow Agent a sum equal to the Funds to replace the Deposit and all Extension

Deposits under the Purchase Agreement. Upon receipt of the same, Escrow Agent is hereby authorized and directed to promptly release and return the Funds to Assignor.

4. **Assignor's Representations and Warranties.** Assignor hereby represents and warrants to Assignee that:

(a) The Purchase Agreement has not been terminated, and neither Assignor nor, to Assignor's knowledge, the Seller thereunder is in default. The Purchase Agreement has not been modified or amended except as set forth on Exhibit "A".

(b) The Purchase Agreement has not been assigned by Assignor to any other party in any manner.

(c) Assignor is not represented by any broker, agent or finder in connection with the transactions contemplated under this Assignment.

5. **Intentionally Omitted**

6. **Entire Agreement.** This Assignment contains the entire understanding between the parties hereto concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties hereto, relating to the subject matter of this Assignment, which are not fully expressed herein.

7. **Further Acts.** Each party hereto agrees to perform any and all such further and additional acts and execute and deliver any and all such further and additional instruments and documents as may be reasonably necessary in order to carry out the provisions and effectuate the intent of this Assignment.

8. **Authority.** Each party hereto represents and warrants that it has full authority to execute the Assignment and bind to the Assignment its respective partners, trustees, beneficiaries, remaindermen, directors, officers, employees, agents, advisors, attorneys, successors, assigns and personal representatives.

9. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Georgia.

10. **Breach.** Should any party breach any part of this Assignment and as a result thereof a party employs an attorney to enforce or defend its rights hereunder, the parties agree that the prevailing party shall be entitled to its reasonable attorneys' fees and costs in prosecuting or defending its claims.

11. **Benefit.** This Assignment shall be binding upon and inure to the benefit of the parties hereto and their successors, assigns, legal representatives, heirs and legatees.

12. **Capitalized Terms**. All capitalized terms used in this Assignment will have the meanings ascribed to those terms in the Purchase Agreement, unless otherwise specified.

13. **<u>Counterpart Execution</u>.** This Assignment may be executed in multiple counterparts, each of which shall be fully effective as an original, for which together shall constitute only one (1) instrument.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereunto set their hands and seals as of the date above first stated.

<u>ASSIGNOR</u>:

NORTH DTL CC PH1, LLC, a Georgia limited liability company

By:____________________________
Name:__________________________
Title:___________________________

<u>ASSIGNEE</u>:

CITY OF LAWRENCEVILLE, a Georgia municipal corporation

By:____________________________
Name:__________________________
Title:___________________________

EXHIBIT "A"
PURCHASE AGREEMENT

[SEE ATTACHED]