

REAL ESTATE AGREEMENT

THIS AGREEMENT, made this 17th day of April, 2026, by and among PAPPY SAMUEL AND ANNAMMA SAMUEL, individual residents of the State of Georgia (collectively, herein referred to as the "Seller"), DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY LAWRENCEVILLE (herein referred to as the "Purchaser"), and MAHAFFEY PICKENS TUCKER, LLP, having its offices in Lawrenceville, Georgia ("Escrow Agent").

RECITALS

A. Seller is the owner of those certain tracts of real property located in Land Lot 145 of the 5th District, City of Lawrenceville, Gwinnett County, Georgia, consisting of approximately +/- 0.34 acres and being known as 155 Northdale Road, Lawrenceville, Georgia 30046, and bearing Gwinnett County tax parcel number R5145 024, and approximately +/- 0.56 acres and being known as Northdale Rd, Lawrenceville, Georgia 30046 and bearing Gwinnett County tax parcel number R5145 275, both as more specifically described and shown on Exhibit "A" and Exhibit "A-1", both attached hereto and incorporated herein by this reference; and all improvements located thereon and all easements and appurtenances thereunto belonging, including any right, title and interest of the Seller in and to adjacent streets, alleys or rights-of-way (collectively, the "Property").

B. Seller desires to sell the Property to Purchaser and Purchaser desires to purchase the Property from Seller.

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. Purchaser shall pay to Seller the purchase price of FOUR HUNDRED THIRTY-FIVE THOUSAND AND NO/100THS DOLLARS (\$ 435,000.00).
2. EARNEST MONEY. The Purchaser, on or before five (5) calendar days after the Effective Date, shall deliver to the Mahaffey Pickens Tucker, LLP ("Escrow Agent") the Purchaser's check in the amount of FIVE THOUSAND AND NO/100THS DOLLARS (\$5,000.00) (herein the "Earnest Money"). The Earnest Money 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.
3. SURVEY. The 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 Property for the purpose of determining the exact number of acres within the boundary of the Property (to the nearest one thousandth (1/1000th) of an acre), the boundary lines of the Property, the location of all rights-of-way, buffers, easements and encroachments, if any, affecting

the Property and any portion of the 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 the Purchaser elects to obtain a Survey, the Seller agrees to deliver to Purchaser at the Closing, in addition to a limited warranty deed using the legal description included herein, a quitclaim deed in aid of title based on the Survey.

4. CONVEYANCE OF TITLE. The Seller shall convey good and marketable fee simple title to the Property to the Purchaser pursuant to recordable limited warranty deed. The Property shall be conveyed free and clear of all liens, encumbrances and other exceptions to title, except for: (i) those existing title matters shown on Exhibit "B" attached hereto and incorporated herein by this reference ("Existing Title Exceptions"); (ii) those title encumbrances and other exceptions which are approved by Purchaser in the exercise of its sole discretion; (iii) those other title exceptions which are waived by Purchaser pursuant to the provisions of this Agreement; and (iv) the lien for ad valorem taxes not yet due and payable (collectively, the "Permitted Title Exceptions"). Not later than thirty (30) days after the Effective Date, as hereinafter defined, the Purchaser shall deliver to the Seller a statement of any objections to the Seller's title (including the Existing Title Exceptions) and the Seller shall have the right (but not the obligation) within a reasonable time thereafter in which to cure any such objections. Seller shall give Purchaser notice of its intent to cure or not cure any title objections within ten (10) days after receipt by Seller 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 the Seller fails to cure any such objections, Purchaser may (i) terminate this Agreement and recover the Earnest Money previously paid by Purchaser, (ii) remove any such objections (but only as to monetary liens created, assumed or suffered by Seller against the Property) and pay the same at Closing from the Purchase Price in accordance with the amount of money due and payable for such monetary lien, or (iii) waive such objections and close the transaction contemplated by this Agreement in accordance with all of the terms and provisions hereof. At any time prior to the Closing Date, the 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 and deliver to the Seller a written statement of any objection which appears in the public records of Gwinnett County, Georgia and affects title to the Property occurring subsequent to the preliminary title examination. The Seller shall have until the Closing Date to cure, at its expense, any such objection. In the event the Seller fails or refuses to cure such objection prior to the Closing Date, the Purchaser shall have the same rights with respect to such failure or refusal set forth in this Paragraph 4 as to preliminary title objections.

5. RIGHT OF INSPECTION.

A. General. The Seller agrees that, at all times before the Closing, the Purchaser and its agents 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, examinations and tests the Purchaser deems necessary to prepare for the development of the Property;

provided, however that no grading shall be done and no trees or bushes shall be cut except as may be necessary to clear the view for survey purposes. Purchaser indemnifies and holds Seller 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 agents, representatives or designees 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 (or its agents, representatives or designees) going upon the Property pursuant to the provisions of this Paragraph 5 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 attorney's fees. This indemnity shall survive the Closing or any termination of this Agreement.

B. Right to Terminate. In the event the Purchaser determines, in its sole and absolute discretion, that the Property is not acceptable for its intended use, the Purchaser shall have the exclusive right and option to terminate this Agreement on or before sixty (60) days after the Effective Date (such date being herein referred to as the "Expiration Date"), in which event the Earnest Money (less the sum of \$100.00 which shall be paid to Seller by Escrow Agent and retained by Seller as consideration for entering into this Agreement) shall be delivered by the Escrow Agent to the Purchaser. Purchaser shall have the right, at its sole option, to extend the Expiration Date for a period of thirty (30) days (the "Extension") by delivering to Escrow Agent the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) for such extension (the "Extension Deposit"). The Extension Deposit shall be considered part of the Earnest Money and shall be applicable to the Purchase Price at Closing. The Extension Deposit shall be refundable should the Closing not occur. The term "Inspection Period", as used in this Agreement, means the period from the date of final execution of this Agreement through the Expiration Date.

C. Delivery of Due Diligence Documents. Within ten (10) business days after the Effective Date, as herein defined, Seller will provide to Purchaser a copy of any title information within Seller's possession, a copy of the most recent survey of the Property, and a copy of environmental reports relative to the Property which have been obtained by Seller, if any. Purchaser acknowledges that any materials provided pursuant to this Paragraph by Seller to Purchaser are made without any representations or warranties as to the accuracy or contents thereof, and Purchaser acknowledges and agrees that it shall not be entitled to rely upon any of such materials. Despite the provision of the materials provided in this Paragraph 5(C), Purchaser acknowledges that it shall be solely responsible for ordering its own title insurance commitment and title insurance policy, providing a current survey, obtaining an environmental audit or report relative to the Property, and any other inspections and reports desired by Purchaser, all at Purchaser's sole expense.

6. CLOSING.

A. Closing. The conveyance of the Property contemplated hereby to Purchaser and the concurrent delivery of the Purchase Price to Seller (the "Closing") shall be conducted through the office of Escrow Agent on the date that is thirty (30) days following the Expiration Date. At the Closing, the Seller shall execute and deliver to the Purchaser a limited warranty deed conveying good and marketable fee simple title to the Property free and clear of all liens and encumbrances except the

Permitted Title Exceptions. Upon request of Seller, Purchaser agrees to cooperate in delivering documents to Seller so that Seller may deliver the documents in escrow as part of an Escrow Closing.

B. Taxes. Real property ad valorem taxes assessed against the Property for the year in which the Closing occurs shall be prorated as of the Closing Date. In the event tax bills for the year in which the Closing occurs have not been issued at the time of the Closing, the proration shall be made on the basis of the taxes actually paid for the immediately preceding year. In the event the amount of such taxes is not finally determined at the date of Closing, an appropriate adjustment shall be made between Seller and Purchaser by payment of the difference, if any, when the actual amount of such taxes becomes known. If the Property is included within a larger parcel for taxing purposes, Seller agrees to cause the taxes to be paid on the real property of which the Property forms a part on or before the date such tax bills become delinquent. At the time that the tax bills are received for the year in which the Closing occurs (whether before or after the Closing), the Purchaser and the Seller shall make any adjustments made necessary by reason thereof.

C. Documents. The Seller and the Purchaser agree that such documents as may be legally necessary or appropriate to carry out the terms of this Agreement shall be executed and delivered by each party to the other at the Closing, including, but not limited to, an affidavit from the Seller that has as its subject matter averments that, to the actual knowledge of the person signing the affidavit for Seller, (i) there are no rights or claims of parties in possession not shown by the public records, (ii) there are no liens or encumbrances other than those as to which specific provision is made at Closing, (iii) there are no liens, or rights to a lien, for services incurred by Seller, labor or material furnished at the request of Seller and not shown by the public records, (iv) the Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, and the Regulations thereunder, and (v) the Seller is not a "non-resident" within the meaning of O.C.G.A. § 48-7-128 (or if Seller is a "non-resident" within the meaning of such code section, that Seller will do all things necessary to comply at Closing with the provisions of O.C.G.A. Section 48-7-128). The owner's affidavit to be executed by Seller at Closing shall expressly state that nothing contained therein shall in any way be deemed to modify or enlarge the other representations contained in this Agreement or the limited warranty of title which is to be contained in the deed of conveyance from Seller to Purchaser. Seller shall provide evidence of authority for the person or persons executing documents on behalf of the Seller satisfactory to the Purchaser's title insurance company.

D. Expenses of Closing. The Seller shall pay the cost of the State of Georgia transfer tax due on the conveyance of the Property, if any. The Purchaser shall pay the survey costs, title examination costs, title certification costs, title insurance premiums, any fees charged by the Escrow Agent, and any other costs incurred by the Purchaser. Each party shall bear the expense of its own legal counsel.

7. SELLER'S REPRESENTATIONS.

A. The Seller makes the following representations, to the actual knowledge of Seller without independent investigation:

(i) Seller owns fee simple title to the Property, subject to those exception of record;

(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;

(v) there are no leases 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;

(vi) Seller has not received any notice from any governmental authority of any taking of the Property or any portion thereof by eminent domain and, to its knowledge, no condemnation or any taking of the Property is contemplated or threatened by any such governmental authority; and

(vii) 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.

8. 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 and perform 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; and

(iii) Except for Living Stone Properties, Purchaser has not engaged any broker with respect to the purchase and sale of the Property contemplated under this Agreement.

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.

9. BROKERAGE COMMISSION; DISCLOSURE. The parties hereby agree, warrant and acknowledge that other than Living Stone Properties representing Purchaser ("Purchaser's Broker"), no other real estate brokers or agents have been involved in this transaction or would be the procuring cause of this transaction. Purchaser shall pay Purchaser's Broker a real estate commission at the Closing per separate agreement. 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.

10. DAMAGE AND CONDEMNATION.

A. Risk of Loss. The Seller shall bear all risk of loss with respect to the Property until the Closing.

B. Condemnation. In the event of any condemnation with respect to any material portion of the Property, the Purchaser may elect to (i) terminate this Agreement and receive a refund of the Earnest Money or (ii) consummate the purchase of the Property in accordance with the terms and provisions hereof and without any diminution in the purchase price on account of such condemnation in which event the Seller shall, at the Closing, pay to the Purchaser all condemnation awards and other payments previously received in connection with such condemnation and assign to the Purchaser all of Seller's rights to receive any award payable on account of such condemnation.

11. NOTICES.

Any notice, approval, requests, demands, tenders, or other communication which may be required or permitted to be given or delivered hereunder shall be in writing and shall be deemed to have been given, delivered and received (i) as of the date when the notice is actually delivered, or (ii) if mailed, in the United States Mail, certified, return receipt requested, to the address for each party set forth below, as of the date which is the date of the post mark on such notice, or (iii) if delivered by courier or express mail service, telegram or mailgram, to the address for each party set forth below, where the carrier provides or retains evidence of the date of delivery, as of the date of such delivery, or (iv) one (1) day after being delivered to a nationally recognized commercial courier for next day delivery, to the address for each party set forth below, or (v) when transmitted

by email (provided that confirmation thereof is delivered by certified or registered mail) to the email address for each party set forth below.

SELLER:

Pappy and Annamma Samuel
723 Beacon Cove
Lawrenceville, GA 30043
Email: _____

PURCHASER:

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

And

Downtown Development Authority of
City of Lawrenceville.
Post Office Box 502
Lawrenceville, Georgia 30046
Attn: Lee Merritt, Chairman
Email: Lmerritt@officewarehouse.com

With a copy to:

Mahaffey Pickens Tucker, LLP
1550 North Brown Road, Suite 125
Lawrenceville, Georgia 30045
Attn: Jeffrey R. Mahaffey
Email: jmahaffey@mptlawfirm.com

Any party may by notice to the other in the manner provided above, designate a different address for receiving notices under this Agreement. Any notice which is delivered to the notice address on a non-business day shall be deemed given the next business day if left at the notice address; or, if not left at the notice address, the next business day when re-delivered to the notice address. The refusal to accept delivery shall not prevent any notice from being effectively given. A non-business day is a Saturday, Sunday or any legal holiday when national banks are closed for business to the general public.

12. DEFAULT.

A. Remedies of Purchaser.

(i) In the event the Closing does not occur in accordance with the terms of this Agreement because of the inability of the Seller to convey good and marketable fee simple title to the Property because of title defects or objections, the Purchaser's sole right and exclusive remedy shall be either to (a) terminate this Agreement in which event the Earnest Money previously paid by Purchaser shall be immediately refunded to the Purchaser or (b) waive such inability and proceed to close the transaction without regard thereto. Despite the provisions of this Paragraph 15A(i), Purchaser may cure any monetary liens created, assumed or suffered by Seller against the Property and pay the same at Closing from the purchase price in accordance with the provisions of Paragraph 4 of this Agreement.

(ii) In the event the Closing does not occur in accordance with the terms of this Agreement due to the default of the Seller hereunder, the Purchaser shall have the right of specific performance, but not damages, except as provided immediately below, against Seller. In addition to the right to specific performance, Purchaser shall have the right to damages against Seller if and only if Seller, either before or during the term that this Agreement remains in effect, sells, assigns, rents, leases, conveys (absolutely or as security), grants a security interest in, or otherwise encumbers or disposes of, any portion of the Property or any interest or rights therein without the express prior written consent of the Purchaser (provided, however, the Seller shall have the right to encumber the Property with mortgages or deeds to secure debt provided the indebtedness secured does not exceed the Purchase Price and may be paid in full without any premium or penalty on the Closing Date). Neither an uncured title defect or objection against the Property, nor the inability of the Seller to convey title because of the Seller's failure to obtain title to the Property pursuant to the Seller's Contract shall be deemed to be an event of default on the part of Seller hereunder.

B. Remedies of Seller. If the Closing does not occur in accordance with the terms of this Agreement due to the default of the Purchaser, or in the event of a breach by the Purchaser of its obligations hereunder, the Seller shall be entitled, as its sole right and exclusive remedy, to receive the Earnest Money previously paid by Purchaser 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 the 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 14(B) or specific performance against the Purchaser.

13. ESCROW INSTRUCTIONS.

13.1 Investment of Earnest Money. Escrow Agent shall hold the Earnest Money in an insured non-interest bearing account at a banking institution with which Escrow Agent has an

established banking relationship. Escrow Agent shall promptly advise Seller and Purchaser if the Earnest Money is not received by Escrow Agent in a timely fashion.

13.2 Disbursement of Funds. At such time as Escrow Agent receives written Notice from Seller or Purchaser, or both, stating the identity of the party to whom the Earnest Money is to be disbursed, Escrow Agent shall disburse such Earnest Money pursuant to such notice; provided, however, that if such notice is given by either Seller or Purchaser but not both, Escrow Agent shall notify the other party in writing of such notice and shall withhold disbursement of the Earnest Money for a period of fifteen (15) calendar days after giving such notice and if Escrow Agent receives written Notice from either Seller or Purchaser within such fifteen (15) day period, which notice countermands or disputes the earlier notice of disbursement, then Escrow Agent shall withhold such disbursement until both Seller and Purchaser can agree upon a disbursement of the Earnest Money. Notwithstanding the foregoing, if Purchaser notifies Escrow Agent on or before the expiration of the Inspection Period of its election to terminate this Agreement pursuant to Paragraph 6.B, then no confirming notice from Seller shall be required by Escrow Agent, and Escrow Agent shall promptly disburse the Earnest Money as provided in Paragraph 6.B, without requesting or waiting for confirming notice from Seller. Seller and Purchaser agree to send to the other a duplicate copy of any written notice sent to Escrow Agent requesting disbursement or countermanding or disputing a request for disbursement.

13.3 Limited Liability. 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: (a) 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 (b) 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.

13.4 Disputes. Notwithstanding anything in this Agreement to the contrary, upon a dispute between Seller and Purchaser sufficient in the sole discretion of Escrow Agent to justify its doing so, or if Escrow Agent has not disbursed the Earnest Money on or before the thirtieth day (30th) day following the Closing Date specified in Paragraph 5.A (as the same may be extended as provided herein or by agreement of Purchaser and Seller), then Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction the Earnest Money, together with such pleadings as it may deem appropriate, and thereupon be discharged from all further duties and liabilities under this Agreement (other than with respect to any liabilities for gross negligence, willful misconduct or breach of trust by Escrow Agent).

13.5. Indemnity. Seller and Purchaser indemnify Escrow Agent against, and hold Escrow Agent harmless from, any and all claims, actions, demands, losses, damages, expenses (including, without limitation, court costs, attorneys' fees and accountant's fees) and liabilities that may be imposed upon performance of its duties under this Paragraph 14, including, without limitation, any litigation arising from this Agreement or involving the subject matter of this Agreement, but excluding any such claims, actions, demands, losses, damages, expenses and liabilities resulting from or arising out of any gross negligence, willful misconduct or breach of trust by Escrow Agent under this Agreement. If there is any litigation arising from this Agreement or involving the subject matter hereof, and if Seller and Purchaser are opposing parties in such litigation, then the party prevailing in such litigation shall be reimbursed promptly upon demand by the other such party in an amount equal to that amount which the prevailing party shall have paid Escrow Agent with respect to such litigation and its subject matter pursuant to the indemnification agreement contained in this Paragraph 16.5. The provisions of this Paragraph 14.5 shall survive the Closing or any termination, cancellation or rescission of this Agreement.

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

D. 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 may assign this Agreement without the consent of Seller and, upon such assignment, the assignee shall succeed to all rights, and shall assume all obligations, of Purchaser under this Agreement, and Purchaser shall be released from its obligations and liabilities contained in or arising from this Agreement. Seller may not assign this Agreement without the prior written consent of Purchaser.

E. Time is of the Essence. Time is of the essence with respect to this Agreement.

F. Survival of Provisions. The provisions of this Agreement shall not merge into the documentation from this transaction and shall survive the Closing of this transaction and the execution and delivery of the deed pursuant hereto.

G. Applicable Law. This Agreement and all amendments hereto shall be governed by and construed under the laws of the State of Georgia.

H. 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.

I. Date of this Agreement. 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 date which is not a Saturday, Sunday or legal holiday. The date of "final execution" and the "Effective Date" of this Agreement shall be the date of the last signature of Purchaser and Seller to this Agreement.

J. Possession. Full and complete possession of the Property shall be delivered to Purchaser at respective Closing of each Parcel.

L. 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 Commence on Following Page]

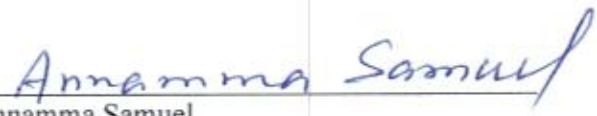
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, under seal,
as of the day and year indicated opposite their names below.

4/17/26
Date

SELLER:

By: 
Pappy Samuel

4/17/26
Date

By: 
Annamma Samuel

[Signatures Continued on Following Page]

4-17-2026
Date

PURCHASER:

DOWNTOWN DEVELOPMENT AUTHORITY OF
THE CITY OF LAWRENCEVILLE

By: Lee Merritt
Lee Merritt, Chairman

[Signatures Continued on Following Page]

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

MAHAFFEY PICKENS TUCKER, LLP

Date

By: _____
Name: _____
Title: _____

EXHIBIT "A"

THE PROPERTY



EXHIBIT "A-1"

LEGAL DESCRIPTION

TRACT ONE:

All that tract or parcel of land lying and being in the City of Lawrenceville in Land Lot 145 of the 5th District, Gwinnett County, Georgia and being more particularly described as follows:

BEGINNING at an iron pin on the southwesterly right-of-way of Northdale Road (formerly known as McDaniel Street), 592.7 feet northwesterly as measured along the southwesterly right-of-way of Northdale Road (formerly McDaniel Street) from the center line of Tanner Street; thence South 67 degrees 00 minutes West, 150 feet to an iron pin; thence northeasterly forming an interior angle of 90 degrees 00 minutes with the preceding course, 100 feet to an iron pin; thence northeasterly forming an interior angle of 90 degrees 00 minutes with the preceding course, 150 feet to the southwesterly right-of-way of Northdale Road; thence southeasterly along the southwesterly right-of-way of Northdale Road, 100 feet to the POINT OF BEGINNING. Being described according to plat of survey for Mrs. E. E. Whitaker by Higginbotham & James, Associates, dated April 22, 1964.

TRACT TWO:

All that tract or parcel of land lying and being in Land Lot 145 of the 5th District, Gwinnett County, Georgia District of Gwinnett County, Georgia, encompassing 0.5820 Acres, more or less, and being more particularly described and delineated according to a plat of survey prepared by Hambrick Surveying, certified by Wallace Long Hambrick, dated 12/14/87, entitled "Survey for Ronald S. Cole," said plat being of record in the Office of the Clerk of Superior Court of Gwinnett County, Georgia in Plat Book 44, Page 16A, which plat is hereby referred to and made a part of this description.

EXHIBIT "B"

EXISTING TITLE EXCEPTIONS

1. All general and special taxes and assessments for the year 2026 and subsequent years, liens not yet due and payable and any additional taxes, interest and/or penalties which may be assessed for prior tax years by virtue of adjustment, re-appraisal, re-assessment, appeal or other amendment to the tax records of the city or county in which the subject property is located.
2. All matters of record in Gwinnett County, Georgia.