

PURCHASE AND SALE AGREEMENT

This **PURCHASE AND SALE AGREEMENT** (this "Agreement") is entered into by and between _____, a _____ ("Purchaser"), and **JOHN JOSEPH SMITH AS EXECUTOR UNDER THE LAST WILL AND TESTAMENT OF CARROLL EMMETT BYERS** ("Seller"). The last date on which this Agreement is signed by either Purchaser or Seller (each, a "Party" and, collectively, the "Parties") and an executed copy thereof is delivered to the other will be the "Effective Date" of this Agreement.

In consideration of the agreements herein contained, the parties agree as follows:

SECTION 1. CONVEYANCE.

Seller agrees to sell and convey and Purchaser agrees to purchase and take title to that certain parcel of real estate containing approximately 35 acres having tax parcel number 22-4340-1245-012-0 in Fulton County, Georgia, and being more particularly described on Exhibit "A" attached hereto and incorporated herein, including all improvements, fixtures, rights, privileges, easements, hereditaments and appurtenances thereto, together with all right, title and interest of Seller in and to the land lying in the bed of any street, road, avenue or alley, open or proposed, public or private, adjacent to or abutting said property (collectively, the "Property").

SECTION 2. PURCHASE PRICE AND PAYMENT.

The purchase price (the "Purchase Price") for Property shall be _____ and No/100 Dollars (\$_____.00) and shall be payable as follows:

2.1 Earnest Money. The Initial Earnest Money and Zoning Earnest Money, as defined below, are sometimes collectively referred to as the "Earnest Money". The Earnest Money shall be applied to the Purchase Price at Closing and shall be refundable to Purchaser as provided in this Agreement.

(a) Initial Earnest Money. The sum of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00; the "Initial Earnest Money") shall be deposited by Purchaser with a nationally recognized title insurance company chosen by Purchaser and reasonably acceptable to Seller ("Escrow Agent") within three (3) business days after the Effective Date.

(b) Zoning Earnest Money. Not later than the earlier of: (i) seven (7) days prior to submitting the application for "Rezoning" (as hereinafter defined), or (ii) ten (10) days following the expiration of the Inspection Period (as hereinafter defined), Purchaser shall deposit an additional sum of _____ Thousand and No/100 Dollars (\$_____.00; the "Zoning Earnest Money") with Escrow Agent. **[NOTE TO PURCHASER: THE TOTAL EARNEST MONEY UPON THE DEPOSIT OF THE ZONING EARNEST MONEY SHALL EQUAL 10% OF THE PURCHASE PRICE]**

2.2 Remainder of Purchase Price. The balance of the Purchase Price, subject to such other credits, prorations and adjustments provided for herein, shall be paid at Closing, as defined herein, in immediately available funds to an account designated in writing by Seller.

2.3 Escrow Agent. The Earnest Money shall be held and disbursed by Escrow Agent in accordance with the provisions of this Agreement.

SECTION 3. TIME AND PLACE OF CLOSING.

3.1 Closing; Deed. This transaction shall be closed by delivery to Purchaser of a properly executed executor's deed (the "Deed") conveying the Property upon receipt by Seller of the Purchase Price and upon performance of all the other obligations respectively incurred hereunder, at a location mutually agreeable to Purchaser and Seller, at a specific time and date selected by Purchaser (the "Closing"). Purchaser shall give Seller notice of the Closing at least five (5) days prior to the selected time, which Closing shall be on or before the earlier of: (i) thirty (30) days after the Rezoning Date, as hereinafter defined, or (ii) one hundred and eighty (180) days following the Effective Date (the "Closing Date").

SECTION 4. TITLE TO PROPERTY.

4.1 Seller Warranties. Seller represents and warrants to Purchaser that Seller has "good and marketable, fee simple title" to the Property, and at Closing, Seller shall convey "good and marketable, fee simple title" to the Property to Purchaser, subject only to the following exceptions (the "Permitted Exceptions"):

- (a) liens for ad valorem taxes not yet due and payable;
- (b) the standard printed exceptions set forth in the Title Policy (as hereinafter defined), excluding any matters that are customarily deleted by the Title Company upon receipt of a standard seller's affidavit;
- (c) easements, restrictions and matters of record (other than monetary liens) affecting the Property as of the Effective Date; and
- (d) any other title exceptions discovered and approved, or deemed approved, by Purchaser as hereinafter provided.

"Good and marketable, fee simple title" shall be such title as is acceptable to and insurable by a nationally recognized title insurance company (the "Title Company"), at standard rates on American Land Title Association Owner's Policy Form 2006, free and clear of all exceptions except the Permitted Exceptions (the "Title Policy").

4.2 Title Objections. Prior to the expiration of the Inspection Period, Purchaser shall obtain and provide to Seller, at Purchaser's sole cost and expense, a title insurance commitment (the "Title Commitment") for the Title Policy, together with a written statement of any title objections affecting the title other than the Permitted Exceptions. Except for monetary liens on the Property, any matters disclosed in the Title Commitment and not identified as a title objection in Purchaser's statement shall be deemed to be an addition to the Permitted Exceptions. Seller shall have ten (10) business days after receipt of Purchaser's statement in which to notify Purchaser whether Seller intends to cure any of Purchaser's title objections. If Seller elects to cure any of the objections, Seller shall have until Closing to do so. If Seller elects not to cure any of the objections, then at the option of Purchaser, evidenced by written notice to Seller given within five (5) business days of receipt of Seller's response to Purchaser's statement of objections, Purchaser may, as its sole remedy, elect to (a) terminate the transaction contemplated hereby, in which event the Earnest Money shall be refunded to Purchaser and no Party shall have any further

rights or obligations hereunder except for representations, warranties and indemnities stated herein to survive this Agreement; or (b) close the transaction contemplated hereby irrespective of such title objections and without reduction of the Purchase Price. Purchaser shall have the right to re-examine title prior to Closing and notify Seller of any title objections (other than the Permitted Exceptions) which appear of record after the effective date of Purchaser's initial examination. Any such additional matters which are not promptly identified as a title objection in a written statement by Purchaser to Seller shall likewise be deemed to be an addition to the Permitted Exceptions. Notwithstanding anything contained herein to the contrary, Seller shall have until Closing to remove or otherwise cure any monetary liens on the Property. Apart from monetary liens which Seller will remove on or before Closing, during the pendency of this Agreement, Seller shall not grant, convey or create any interests in the Property without Purchaser's prior written consent.

SECTION 5. INSPECTIONS, ACCESS, CONDITION AND REZONING

5.1 Inspection Period. Purchaser shall have until thirty (30) days following the Effective Date (the "Inspection Period") in which to inspect the Property, including title, soil testing, surveys, feasibility studies, environmental studies and any other inspections, tests or studies that Purchaser may require, provided that any Phase II environmental or invasive testing will require the prior written approval of Seller, which approval will not be unreasonably withheld. After said inspection, Purchaser shall restore the Property to substantially the same condition as prior to the inspection. The results of such inspections shall be treated as confidential by Purchaser and not be disclosed to any third party or governmental entity except as may be necessary in the normal course of Purchaser's business or as may be required by law. If Purchaser is not satisfied with its inspections of the Property for any reason or no reason, in Purchaser's sole discretion, then Purchaser may terminate this Agreement by notice delivered to Seller on or before the expiration of the Inspection Period, in which event the applicable portion of the Earnest Money shall be returned to Purchaser and this Agreement shall terminate. Upon expiration of the Inspection Period, Purchaser's right to terminate this Agreement shall be limited to failure of the Rezoning, as defined in Section 5 below or an event of default by Seller.

5.2 Access. Purchaser and its agents shall have the privilege of going on the Property prior to the Closing to conduct its inspections of the Property. Purchaser hereby covenants and agrees to indemnify, defend and hold Seller harmless from any loss, liability, costs, claims, damages, demands, actions, causes of action, liens, claims of lien and suits resulting from Purchaser's activities under this Section. The preceding indemnity shall survive the termination, rescission, cancellation or consummation of this Agreement.

5.3 Inspection/Due Diligence Materials.

(a) Seller represents to Purchaser that the only due diligence materials related to the Property in Seller's possession or control are listed on Exhibit "B" attached hereto and incorporated herein (collectively, the "Due Diligence Materials"). The Due Diligence Materials are provided as a convenience to Purchaser, "as-is," without warranty of any nature or any right of Purchaser to rely thereon.

(b) As soon as reasonably practicable following receipt of additional third-party reports, studies and due diligence materials by Purchaser (collectively, the "Purchaser Materials") by Purchaser, Purchaser will provide to Seller copies of all non-proprietary, non-privileged Purchaser Materials together with evidence of payment therefor, provided that Purchaser does not warrant the accuracy thereof.

5.4 Rezoning.

(a) Seller acknowledges that the intended use of the Property by Purchaser requires rezoning by the City of Alpharetta to the designation of R-22 (the "Rezoning"). Unless this Agreement is previously terminated during the Inspection Period, Purchaser shall submit its application for Rezoning to Fulton County not later than ten (10) days after the expiration of the Inspection Period.

(b) Seller as owner of the Property shall cooperate with Purchaser, at Purchaser's expense, in connection with Purchaser's application for the Rezoning. Purchaser shall keep Seller reasonably apprised as to the status of the Rezoning process including forwarding a copy of the application therefor within two (2) business days after the submission thereof. Seller shall have the right to approve conditions imposed upon the Property by the zoning authority prior to acceptance thereof by Purchaser, which approval right will be exercised in good faith and will not be unreasonably withheld, conditioned or delayed. The date on which the Rezoning is approved by the applicable governmental authority is referred to herein as the "Decision Date." The date on which the Decision Date is final and not subject to appeal is the "Rezoning Date."

(c) Purchaser agrees to use commercially reasonable good-faith efforts to obtain the Rezoning, but if notwithstanding such good faith and diligent efforts, Purchaser is unable to obtain the Rezoning in accordance with the provisions of Section 5.4(a) and Section 5.4(b) above, on or before the Closing Date, then Purchaser shall have the right to terminate this Agreement by delivering written notice thereof to Seller not later than the Closing Date, in which event Earnest Money shall be refunded to Purchaser. Notwithstanding the foregoing, following the Decision Date the Earnest Money shall not be refundable to Purchaser for any reason other than the revocation or overturning of the Rezoning prior to the Rezoning Date or a default by Seller under this Agreement. From and after the Rezoning Date, the Earnest Money shall not be refundable to Purchaser for any reason other than default by Seller under this Agreement.

SECTION 6. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Purchaser that:

6.1 Seller has the power and authority to sell and convey the Property and to execute the documents referred to herein to be executed by Seller; and

6.2 Prior to Closing, Seller will take all actions required for the consummation of the transaction contemplated by this Agreement.

6.3 To the best of Seller's knowledge except as set forth in that certain (i) Phase I Environmental Site Assessment, Estate of Carroll Byers Property, Parcel ID 22 434012450230, Charlotte Drive, Alpharetta, Fulton County, Georgia, Project No. 21680007, prepared by S&ME, Inc., dated March 25, 2022; and (ii) Phase II Environmental Site Assessment, Estate of Carroll Byers Property, Parcel ID 22 434012450230, Charlotte Drive, Alpharetta, Fulton County, Georgia, Project No. 21680007, prepared by S&ME, Inc., dated May 4, 2022, the Property has not been used in connection with, nor has there been any surface or subsurface contamination due to the use, storage, disposal or treatment of any materials, substances or hazardous wastes, as defined by any federal, state or local health or environmental laws, regulations or ordinances, and there are no such materials, substances or hazardous wastes present in, on or about the Property.

6.4 No party has any right of first refusal, right of first offer or other contractual right to purchase all or any portion of the Property, and there are no leasehold or occupancy agreements encumbering the Property, no party has any possessory interest to or right in the Property, and

6.5 Seller has neither received any notice from any federal, state or municipal authority nor does Seller otherwise have any knowledge of any violation of any law, ordinance or regulation, including zoning ordinances, development, permit or subdivision requirements, or any other legal requirements with respect to the Property.

SECTION 7. CLOSING DOCUMENTS.

7.1 Seller Documents. At Closing, Seller shall execute and/or deliver to Purchaser the following documents, in addition to the other documents called for herein:

- (a) The Deed;
- (b) A lien and possession affidavit satisfactory to induce the Title Company to issue the Title Policy;
- (c) Certificate of non-foreign status in accordance with Section 1445 of the Internal Revenue Code of 1986, as amended;
- (d) Completed 1099 request for taxpayer identification number and certification, and acknowledgement;
- (e) Settlement statement;
- (f) Satisfactory evidence of Seller's due and proper authority and power to perform its obligations hereunder and to execute and deliver all documents required hereby; and
- (g) Such other documents as may be reasonably requested by Purchaser.

7.2 Purchaser Documents. Purchaser shall execute and deliver to Seller a counterpart of the settlement statement. Purchaser shall also provide satisfactory evidence of Purchaser's due and proper authority, power to perform its obligations hereunder, and power to execute and deliver all documents required hereby, together with such other documents as may be reasonably requested by Seller.

SECTION 8. CLOSING COSTS AND PRORATION OF TAXES.

8.1 Costs. At the Closing, Seller shall pay the transfer and/or documentary taxes applicable to this transaction, the cost of recording the Deed, the cost of recording any documents necessary to cure Title Objections, if applicable, and its attorneys' fees. Purchaser shall pay the cost of the Title Commitment and the Title Policy, any update to the Survey (or, at Purchaser's election, a new survey), all other costs of investigating the Property, the Rezoning, any intangibles or mortgage taxes due as a result of this transaction, any fees payable to the Escrow Agent and its attorneys' fees.

8.2 Prorations. All city, state and county ad valorem taxes and other assessments affecting the Property (collectively, "Taxes") for the tax year of Closing shall be prorated between

Seller and Purchaser at Closing based on the latest millage rate and assessment available. If the Taxes cannot be paid at Closing, Seller's portion shall be credited to Purchaser. Should any proration be inaccurate based upon the actual tax bill, either Party shall be entitled to receive payment from the other to remedy such incorrect apportionment upon demand therefor. Seller shall pay prior year and delinquent Taxes, if any, including interest or penalties thereon, but will not be responsible for any portion of a tax increase caused by a change in zoning or use of the Property. The provisions of this Section shall survive the Closing.

SECTION 9. CASUALTY LOSS.

The risk of ownership and loss of the Property shall belong to Seller until Closing. The Property shall be in the substantially same condition at Closing as it is on the Effective Date, natural wear and tear excepted.

SECTION 10. CONDEMNATION.

Seller represents and warrants to Purchaser that Seller has no knowledge of any action or proceeding pending or threatened for condemnation of all or any part of the Property. Seller shall give Purchaser written notice of any such action or proceeding that may result in the taking of all or any part of the Property promptly upon Seller's becoming aware thereof (the "Taking Notice"). Upon receipt of a Taking Notice prior to the Decision Date, Purchaser shall have the option to either (a) terminate this Agreement upon written notice to Seller given not later than fifteen (15) days after receipt of the Taking Notice from Seller, or (b) proceed with Closing in accordance herewith. If this Agreement is terminated as aforesaid, the Earnest Money shall be promptly returned to Purchaser 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 (i) Purchaser has not elected to terminate this Agreement as aforesaid, or (ii) upon receipt of a Taking Notice on or after the Decision Date, Seller agrees to assign to Purchaser at Closing all sums which are to be awarded for the taking and shall pay to Purchaser any sums received by Seller prior to Closing for the taking. Purchaser shall thereafter be entitled to receive and keep any awards for such taking by eminent domain.

SECTION 11. ASSIGNMENT. Purchaser shall not assign this Agreement or its rights hereunder without Seller's prior written consent, except that Purchaser may assign its rights and obligations hereunder to a subsidiary or affiliate controlled by or under common control with Purchaser without Seller's prior written consent being required, provided that Purchaser delivers written notice of such assignment to Seller not later than ten (10) business days prior to Closing. Purchaser shall not be released from liability under this Agreement notwithstanding any such assignment. Purchaser shall provide written notice of any assignment not requiring consent of Seller at least ten (10) days prior to Closing.

SECTION 12. COMMISSIONS. Seller represents and warrants to Purchaser that Seller has not engaged a real estate broker in connection with the transaction contemplated therein, and Seller shall indemnify, defend and hold harmless Purchaser from and against any loss liability, cost, claims, demands, damages, actions, causes of action or suits arising out of the breach of such representation and warranty by Seller. Purchaser represents and warrants that (i) Purchaser has not engaged a real estate broker in connection with the transaction contemplated herein except for _____ ("Purchaser's Broker"), and (ii) Purchaser's Broker has no right to, and shall not make any claim for, a commission, finder's fee or other fee of any type arising out of the execution and delivery of this Agreement, or the relationship evidenced hereby in the event that, for any reason, including a default by either Party, the sale

contemplated hereby does not close. If and only if the sale and conveyance of the Property closes in accordance with this Agreement, Purchaser shall pay a commission to Purchaser's Broker pursuant to a separate agreement. Purchaser shall indemnify, defend and hold harmless Seller from any loss liability, cost, claims, demands, damages, actions, causes of action or suits based upon or arising out of the employment or use of Purchaser's Broker or a breach of the representations and warranties of Purchaser in this Section 12. The representations, warranties and indemnities contained in this Section 12 shall survive the cancellation, rescission, termination or consummation of this Agreement. **[NOTE TO PURCHASER – PLEASE FILL IN NAME OF PURCHASER'S BROKER.]**

SECTION 13. REMEDIES.

13.1 Purchaser's Default. In the event of Purchaser's default under this Agreement, Seller shall provide Purchaser with written notice of such default specifying the nature of such default. Purchaser shall have ten (10) days from the date of receipt of the notice to cure such default. If Purchaser does not cure such default within the ten (10) day period, then the Earnest Money, shall be paid to or retained by Seller as full liquidated damages, this Agreement shall terminate, and no other remedy, including the remedy of specific performance, shall be available to Seller under this Agreement. The parties agree that Seller's damages would be difficult to ascertain and that the Earnest Money constitutes a reasonable liquidation thereof and is not intended as a penalty, but as full liquidated damages. The foregoing shall not limit the liability of Purchaser with respect to any indemnity obligation that survives termination of this Agreement.

13.2 Seller's Default. In the event of Seller's default under this Agreement, Purchaser agrees to provide Seller with written notice of such default specifying the nature of such default. Seller shall have ten (10) days from the date of receipt of said notice to cure such default. In the event Seller does not cure such default within such ten (10) day period, Purchaser's sole remedies shall be: (a) to terminate this Agreement and receive a refund or return of the Earnest Money, and Purchaser may recover from Seller all of Purchaser's actual, third party expenses incurred by Purchaser in furtherance of this Agreement in an amount not to exceed Fifteen Thousand and No/100 Dollars (\$15,000.00), but no other damages, in which event this Agreement shall terminate and the Parties hereto shall have no further rights or obligations hereunder except for representations, warranties and indemnities stated herein to survive this Agreement; or (b) if Seller's default is intentional refusal to deliver the Deed, to pursue a decree of specific performance excluding damages except Purchaser's reasonable attorneys' fees and other costs of enforcement actually incurred together, which shall be paid by Seller if Purchaser prevails in such action. Purchaser hereby specifically waives any rights to pursue any other remedy except as hereinafter provided. Purchaser shall bring any action for specific performance hereunder within thirty (30) days following the expiration of the ten (10) day cure period or its right to bring such action shall be waived. Notwithstanding the foregoing, in the event that the remedy of specific performance is not available to Purchaser due to Seller having willfully conveyed all or a portion of the Property to a third party, then Purchaser may, within thirty (30) days after the date that Purchaser has actual knowledge of such willful conveyance, pursue an action for Purchaser's actual damages as a result thereof or its right to bring such action shall be waived.

SECTION 14. NOTICE.

All notices, demands, consents, approvals, and other communications which are required or desired to be given by either Party to the other hereunder shall be in writing, which may be delivered via e-mail or delivered by either a personal delivery service with charges therefor billed to shipper or by a nationally recognized overnight delivery service with charges therefor billed to

shipper (either of which shall be deemed given and received upon delivery). If sent by e-mail, a notice shall be deemed given when such e-mail is transmitted to the e-mail notice address specified below and shall be deemed received on that same day unless given after 6:00 p.m. in the receiving location, in which case such receipt shall be the next business day. Any notice not deliverable shall be deemed received on the first date of attempted delivery. Any notices under this Agreement may be given by or to the respective attorneys listed below.

To Seller: John Joseph Smith, CPA
As Executor Under the Last Will and Testament of
Carroll Emmett Byers
Smith Accounting Services, LLC
241 Lake Forrest Lane, NE
Atlanta, Georgia 30342
Email: john.smith@cpa.com
Telephone: 404-481-5067

With a copy to: LevickRoth
999 Peachtree Street NE
Suite 855
Atlanta, Georgia 30309
Attn: Suzan E. Roth, Esq.
Email: sroth@levickroth.com
Telephone: 404-201-7844

To Purchaser: _____

Attn: _____
Email: _____
Telephone: _____

With a copy to: _____

Attn: _____
Email: _____
Telephone: _____

In the event of a change of address by a Party, such Party shall give written notice thereof in accordance with the foregoing. Rejection or failure to claim delivery of any such notice, or any refusal to accept any such notice, or the inability to deliver any such notice hereunder because of changed address or phone for which no notice was given, shall be deemed to be receipt of the notice sent as of the date of attempted delivery.

SECTION 15. LIKE KIND EXCHANGE.

Purchaser or Seller may consummate the purchase and sale, respectively, 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, and each shall cooperate with the other to effect such Exchange, provided that (a) the Closing shall not be delayed by reason of the Exchange; and (b) the non-exchanging party shall not 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, (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, or (iii) be required to incur any additional cost, liability or expense in connection with the Exchange.

SECTION 16. AS-IS, WHERE IS.

Purchaser agrees to purchase the Property in "AS-IS, WHERE-IS" condition and, except as specifically set forth in this Agreement, Seller has made no warranties or representations pertaining to the Property, the condition thereof, the value thereof, or any other matter with respect to the Property.

SECTION 17. MISCELLANEOUS.

17.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto, and all prior undertakings and agreements between these parties are merged herein and superseded hereby. No representation, promise or inducement not included herein shall be binding upon any Party hereto. The terms "Seller" and "Purchaser" shall be construed in the plural and the appropriate gender shall be read into all pronouns used herein to reference any of said parties whenever the sense of this Agreement so requires.

17.2 No Oral Modifications. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Purchaser and Seller.

17.3 Binding Effect. The provisions of this Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, permitted successors and assigns, if any, and the legal representatives of their estates, as applicable.

17.4 Closing. The word "Closing" or words of similar import as used in this Agreement shall be construed to mean the originally fixed time and Closing specified herein or any adjourned times and dates provided herein or agreed to in writing by the parties.

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

17.6 Delivery of Possession. Possession of the Property shall be granted to Purchaser at Closing.

17.7 Calculation of Time. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal holiday, then such time period shall be automatically extended through the close of business on the next regular business day. A "business day" will be any day from Monday through Friday on which the United States Postal Service delivers mail on its regularly scheduled routes.

17.8 Counterparts. This Agreement may be executed in any number of counterparts, any one of which shall be deemed an original, and all of which shall constitute one and the same Agreement. Executed copies of this Agreement may be delivered by facsimile or electronically, in PDF or similar format, and such copies shall be deemed an original for all purposes.

17.9 Captions. Captions contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement nor the intent of any provision hereof.

17.10 Governing Law. This Agreement shall be governed by and construed under the laws of the state of in which the Property is located.

17.11 No Recordation. Purchaser shall not record this Agreement in any manner, including as an exhibit or attachment to any other instrument, in the public records of the county in which the Property is located. In the event of such a recording, at the option of Seller, Purchaser shall be in default hereunder and Seller shall be entitled to receive the Earnest Money as liquidated damages, this Agreement shall terminate and the parties hereto shall have no further rights or obligations hereunder except for representations, warranties or indemnities stated herein to survive this Agreement.

17.12 No Waiver. No failure of any Party to exercise any power given such Party hereunder or to insist upon strict compliance by any other Party with its obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof shall constitute a waiver of any Party's right to demand exact compliance with the terms hereof.

17.13 Independent Consideration. If Purchaser terminates this Agreement pursuant to a right to do so granted to Purchaser hereunder and, if the Earnest Money is otherwise refundable to Purchaser and additional consideration is required for this Agreement to be enforceable under applicable law, then Purchaser and Seller hereby direct Escrow Agent to pay the sum of One Hundred Dollars (\$100.00) from the Earnest Money to Seller as consideration for entering into this Agreement.

17.14 Patriot Act. The Parties each hereby certify that: (a) it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and (b) it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation. The Parties each hereby agree to defend, indemnify and hold harmless the other from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing certification.

17.15 Survival. All obligations of the Parties under this Agreement to be performed following Closing shall survive Closing for a period of one (1) year.

17.16 No Offer. The submission of the form of this Agreement to any party shall not be construed as an offer, and no party shall have rights under this Agreement until Seller executes a counterpart hereof and delivers it to Purchaser.

THIS AGREEMENT shall be deemed a continuing offer by the Party first executing (the "Offeror") to the other Party (the "Offeree") until the ____ day of _____, 2023, at 5:00 P.M. Eastern Standard Time. If an executed and unaltered acceptance hereof is not returned to Offeror by said time, this offer shall be deemed withdrawn.

[Signatures Begin on Next Page]

[Purchaser's signature page to Purchase and Sale Agreement]

IN WITNESS WHEREOF, the parties hereto have set their respective hands on the day and year indicated below.

"PURCHASER"

_____, a _____

Witness

By: _____

Name: _____

Title: _____

Date Executed by Purchaser:

_____, 2023

[Signatures Continue on Next Page]

[Seller's signature page to Purchase and Sale Agreement]

"SELLER"

Witness

**JOHN JOSEPH SMITH AS EXECUTOR UNDER
THE LAST WILL AND TESTAMENT OF CARROLL
EMMETT BYERS**

Date Executed by Seller:

_____, 2023

EXHIBIT "A"

The Property

All that tract or parcel of land lying and being in the Second District, Second Section of Fulton County, Georgia, being all of Land Lot 1245 as conveyed by Warranty Deed dated January 28, 1950, from Troy Rucker to Charles Stewart, recorded Deed Book 2479, Page 542, Fulton County Records; less and except the two and one-half (2 1/2) acres conveyed to J. D. Summerour by Charles D. Stewart by Deed dated October 26, 1962, recorded Deed Book 3963, Page 56, Fulton County Records and more fully shown on plat by C. E. Abercrombie, R.L.S., dated September 8, 1962, recorded Plat Book 76, Page 43, incorporated herein by reference; and less and except the two and one-half (2 1/2) acres conveyed to Kenneth H. Blackwell by Charles D. Stewart, Jr. by Deed dated October 26, 1962, recorded Deed Book 3963, Page 389, Fulton County Records and more fully shown on Plat by C.E. Abercrombie, R.L.S., dated September 8, 1962, and recorded Plat Book 76, Page 43, incorporated herein by reference thereto. Said portion conveyed of Land Lot 1245 containing 35 acres more or less and being more particularly described as follows:

Beginning at a point on the Eastern side of Charlotte Drive (having a 60 foot right-of-way), said point being located 325.6 feet South of the intersection of the Eastern side of Charlotte Drive with the North line of Land Lot 1245, as measured along the Eastern side of Charlotte Drive, said point also being the Southwest corner of the property now or formerly owned by J. D. Summerour; running thence Easterly along the South line of said Summerour property a distance of 660 feet to the Southeast corner of said Summerour property; running thence Northerly along the East line of said Summerour property a distance of 162.5 feet to the Southeast corner of the property now or formerly owned by Kenneth H. Blackwell; running thence Northerly along the Easterly line of said Blackwell property a distance of 162.5 feet to a point located on the North line of Land Lot 1245; running thence Easterly along the North line of Land Lot 1245 to the Northeast corner of Land Lot 1245; running thence Southerly along the East line of Land Lot 1245 to the Southeast corner of Land Lot 1245; running thence Westerly along the South line of Land Lot 1245 to a point located at the intersection of the South land Lot line of Land Lot 1245 with the East side of Charlotte Drive; running thence Northerly along the East side of Charlotte Drive to the Southwest corner of the said Summerour property and the Point of Beginning.

LESS AND EXCEPT the land taken by Condemnation Action entitled Fulton County v. 0.014 acres of land and certain easements; Carroll E. Byers; and William Lee Roberts, filed June 19, 1986, recorded in Deed Book 10163, Page 160, Records of Fulton County, Georgia.

Said parcel contains 36.782 acres, more or less, and is more particularly shown on that certain ALTA/NSPS Land Title and Topographic Survey of Land Lot 1245, 2nd District, 2nd Section, Fulton County, Georgia, Project No. 200256-01-00, prepared by Bowman Consulting Group, Ltd, bearing the seal of J. Chris Whitley, G.R.L.S. No. 2672, dated March 22, 2022, as revised.

EXHIBIT "B"

Due Diligence Materials

1. Commitment for Title Insurance No. 186023207 issued by Chicago Title Insurance Company with Schedule B, Part II Special Exceptions, with an effective date of December 8, 2021
2. ALTA/NSPS Land Title and Topographic Survey of Land Lot 1245, 2nd District, 2nd Section, Fulton County, Georgia, Project No. 200256-01-001, prepared by Bowman Consulting Group, Ltd, bearing the seal of J. Chris Whitley, G.R.L.S. No. 2672, dated March 22, 2022, last revised February 15, 2023
3. Phase I Environmental Site Assessment, Estate of Carroll Byers Property, Parcel ID 22 434012450230, Charlotte Drive, Alpharetta, Fulton County, Georgia, Project No. 21680007, prepared by S&ME, Inc., dated March 25, 2022
4. Phase II Environmental Site Assessment, Estate of Carroll Byers Property, Parcel ID 22 434012450230, Charlotte Drive, Alpharetta, Fulton County, Georgia, Project No. 21680007, prepared by S&ME, Inc., dated May 4, 2022
5. Report of Preliminary Geotechnical Exploration, Estate of Carroll Byers Property, Parcel ID 22 434012450230, Charlotte Drive, Alpharetta, Fulton County, Georgia, Project No. 21680007, prepared by S&ME, Inc., dated May 11, 2022
6. Preliminary Jurisdictional Determination Request, Alpharetta Parcel at Charlotte Drive, Project No. 21680007, prepared by S&ME, Inc., dated January 25, 2022
7. Preliminary Jurisdictional Determination dated May 25, 2022
8. Rezoning Concept Plan, Estate of Carroll Byers, City of Alpharetta, Fulton County, Georgia, Project No. 200256-01-001, prepared by Bowman Consulting Group, Ltd, dated December 1, 2022