

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY (this “**Agreement**”) is made and entered into as of the date of Seller’s signature hereto (the “**Effective Date**”), by and between PIEDMONT-FORREST CORPORATION, a Georgia corporation (“**Seller**”), and DOWNTOWN SMYRNA DEVELOPMENT AUTHORITY (“**Purchaser**”).

W I T N E S S E T H

WHEREAS, Seller desires to sell and Purchaser desires to purchase the Property (as hereinafter defined) subject to and upon the terms and provisions hereinafter set forth.

NOW, THEREFORE for and in consideration of the premises, the mutual agreements contained in this Agreement, the sum of Ten and No/100 Dollars (\$10.00) in hand paid by each party hereto to the other, at and before the sealing and delivery of these presents and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby expressly acknowledged by the parties hereto, Purchaser and Seller hereby covenant and agree as follows:

1. **Purchase and Sale of Property.** Subject to and in accordance with the terms and provisions of this Agreement:

(a) Seller hereby agrees to sell and convey the real property more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference together with any improvements located thereon (the “**Property**”) to Purchaser in accordance with this Agreement. Notwithstanding anything herein to the contrary, the term “Property” shall not include any portion of any outdoor lighting system of Seller or Georgia Power Company, or any their affiliates (the “**Lighting Facilities**”), whether in existence as of the Effective Date or subsequently installed on the Property, separately metered from the electric utility service for the Property including, without limitation the light pole(s) shown on the Survey and overhead and underground service lines for such light pole(s), any poles, lighting fixtures, conduits, transformers, fixtures, appliances, wires, guy anchors, cables or equipment, or protective wires or devices, or communications lines, cables or equipment located on the Property

(b) At Closing (as hereinafter defined), Purchaser shall pay Seller the amount of ONE MILLION SEVEN HUNDRED TWELVE THOUSAND FIVE HUNDRED and No/100 Dollars (\$1,712,500.00) (the “**Purchase Price**”) in cash, subject to adjustment as set forth in this Agreement.

2. **Earnest Money.** On or before the date that is five (5) days after the Effective Date, Purchaser shall deliver to Cochran & Edwards, LLC (the “**Escrow Agent**”) Purchaser’s check in the amount of TEN THOUSAND and No/100 Dollars (\$10,000.00) (the “**Earnest Money**”), payable to Escrow Agent (if Purchaser does not deliver Purchaser’s Earnest Money check to Escrow Agent on or before the date five (5) days after the Effective Date, or if Purchaser’s check is dishonored by the drawee bank, this Agreement will terminate, and neither party hereto will have any further rights or obligations hereunder, except those provisions of this Agreement which by their express terms survive the termination of this Agreement). Except as otherwise provided herein, following the Effective Date, the Earnest Money shall be non-refundable to Purchaser and shall be applied as partial payment of the Purchase Price of the Property at Closing. Purchaser and Seller understand and agree that Escrow Agent shall deposit the Earnest Money within two (2) banking days following receipt of the check from Purchaser. Purchaser and Seller understand and agree that the disbursement of the Earnest Money held by the Escrow Agent as escrow agent can occur only (A) at Closing; (B) upon written agreement signed by all parties having an interest in the funds; (C) upon court order; (D) upon the failure of any contingency or failure of either party to fulfill its obligations as set forth in this Agreement at the request of either party; or (E) as otherwise set out herein. In the event

of a dispute between Purchaser and Seller regarding this Agreement or the distribution of Earnest Money, sufficient in the discretion of the Escrow Agent to justify its doing so, Escrow Agent shall be entitled to interplead all or any disputed part of the Earnest Money into court, and thereupon be discharged from all further duties and liabilities hereunder. The filing of any such interpleader action shall not deprive Escrow Agent of any of its rights under this Agreement. Purchaser and Seller agree that Escrow Agent shall be entitled to be compensated by the party who does not prevail in the interpleader action for its actual costs and expenses, including attorney fees actually incurred, in filing said interpleader action. In such disputed cases, if Escrow Agent decides not to interplead, Escrow Agent may make a disbursement of the Earnest Money upon a reasonable interpretation of this Agreement. If Escrow Agent decides to make a disbursement to which all parties to this Agreement do not expressly agree, Escrow Agent shall give all parties fifteen (15) days' notice in writing of Escrow Agent's intent to disburse. The agreements and obligations in this Section 2 shall survive any Closing (as defined herein) and any termination of this Agreement in accordance with its terms.

3. Inspection; Survey.

(a) Seller herewith grants permission to Purchaser, Purchaser's agents and any independent contractor selected by Purchaser to enter upon the Property prior to Closing or the earlier termination of this Agreement to conduct land, environmental, engineering, zoning and feasibility studies and assessments of the Property, including without limitation obtaining wood infestation inspection reports. All such work and studies will be at the sole cost and expense of Purchaser. Prior to entry upon the Property to perform any environmental work or studies permitted under this Section 3, Purchaser shall contact **Preston Fulmer (404-506-2228)** at Seller with a description of the proposed scope of environmental work or studies that Purchaser intends to perform or cause to be performed. The scope of work and studies will be limited in accordance with Seller's comments.

(b) Seller, at Seller's sole cost and expense, has caused a survey to be made of the Property identified as that certain Boundary Plat for Piedmont Forrest Corporation, Concord Road Business Office, Georgia Power Company Land Department Drawing Number P505-71, certified by Paul W. Laird, Georgia Profession Land Surveyor No. 3084, and dated March 1, 2023 (the "**Survey**"). Purchaser may elect to obtain a current survey of the Property at any time prior to the Closing (the "**Current Survey**"). In the event the Purchaser obtains the Current Survey, the Purchaser shall provide a copy of the Current Survey to Seller for review and thereafter any reference in this Agreement to the "Survey" shall mean the Current Survey. Purchaser shall have the option to record the Current Survey on or after the Closing Date.

(c) Purchaser hereby agrees that Purchaser shall be completely responsible for all acts and omissions of Purchaser, Purchaser's agents, employees, licensees, invitees and representatives and any independent contractor employed by or paid by or on behalf of Purchaser in exercising all duties, rights and privileges granted in this Section 3, and Purchaser hereby indemnifies Seller and agrees to hold Seller free and harmless, and agrees to defend Seller, from and against any and all claims, demands, actions, losses, costs, damages, liabilities and expenses (including, without limitation, attorneys' fees, costs of litigation and the cost and expense of removing or bonding over any liens affecting the Property, but specifically excluding claims for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Seller, its agents or employees) incurred by Seller by reason of the exercise of the rights, duties and privileges granted to Purchaser in this Section 3. The indemnity contained in the immediately preceding sentence will expressly survive the Closing or any other termination of this Agreement.

(d) Purchaser hereby acknowledges that (i) the ownership of any Lighting Facilities on the Property is vested in and shall be retained by Georgia Power Company; and (ii) the service to such Lighting Facilities is metered separately from the electric utility service for the Property and the cost for

such service is not included in the regular electric utility bill for the Property. In the event Purchaser desires to continue service to the Lighting Facilities following Closing, Purchaser hereby agrees that Purchaser shall enter into a separate Lighting Services Agreement with Georgia Power Company pursuant to the standard process for all Georgia Power Company customers throughout the State of Georgia. Purchaser further agrees that Purchaser shall be solely responsible for initiating and obtaining such Lighting Services Agreement and for the payment of all costs related to such agreement and the service for the Lighting Facilities following Closing.

4. Title to the Property. Purchaser will have until the ~~Inspection Option Date~~Purchase Contingency Date (defined below) to examine title to the Property and to notify Seller in writing of any defects or objections affecting the marketability of title to the Property (other than the Permitted Exceptions as hereinafter defined) that are disclosed by such title examination, which notice to Seller must be accompanied by copies of all relevant documents of record regarding, creating or relating to such title defect or objection (such defects or objections affecting marketability of title to the Property to hereinafter be collectively called “**Title Defects**”). Anything set forth in the immediately preceding sentence to the contrary notwithstanding, the following listed items will in no event be Title Defects: (i) taxes for the year of in which Closing occurs and subsequent years not yet due and payable (provided, however, that Seller shall pay the ad valorem taxes for the Property attributable to all time periods prior to and through the year of Closing prior to delinquency pursuant to Seller’s normal property tax payment procedures; Purchaser acknowledges that Seller is a public utility, and, as a result, the date Seller’s ad valorem taxes become delinquent differs from the date for the general public); (ii) riparian rights of owners of adjoining properties or upstream users, and the right and easement of Seller to continue to drain the runoff from any adjoining property of Seller in the manner currently drained; (iii) general utility, roadway and other easement(s) in favor of any telephone, gas or other utility company, Cobb County, Georgia, or any other local, state or federal governmental agency or entity, including without limitation, that certain Easement Agreement in favor of Georgia Power Company dated May 22, 2024 and recorded in Deed Book 16209, Page 791, Cobb County, Georgia Records; (iv) matters disclosed by the Survey; (v) matters that would be disclosed by an accurate survey and inspection of the Property; (vi); and (vii) any discrepancy between the description set forth on **Exhibit “A”** hereto and the description by which Seller acquired the tract of which the Property constitutes all or a part (the items set forth in (i) through (vii) immediately above being hereinafter collectively referred to as the “**Permitted Exceptions**”). If Purchaser fails to notify Seller of any Title Defects on or before the Closing, for all purposes of this Agreement, Purchaser will thereafter be precluded from raising any objection to the status of title to the Property. Other than the Title Defects, all matters of which Purchaser has actual knowledge and all matters that would be disclosed by the appropriate public records by an examination thereof on the Effective Date will for all purposes be deemed Permitted Exceptions.

In the event of receipt by Seller from Purchaser of any written notice of Title Defects within the time period set forth hereinabove, Seller will have until the date of Closing within which to cure any valid Title Defects; provided, however, that in no event will Seller have any obligation to cure any such Title Defects. If Seller fails or elects not to cure any such valid Title Defects on or before the date of Closing, then Purchaser may either (a) terminate this Agreement by giving written notice to Seller, in which event Escrow Agent shall return the Earnest Money to Purchaser (less \$10.00 which Escrow Agent shall pay to Seller and Seller shall retain) and, except as expressly set forth in this Agreement, this Agreement will be of no further force and effect and neither Seller nor Purchaser will have any further rights, liabilities, duties or obligations hereunder or (b) accept conveyance of the Property subject to the Title Defects without reduction in the Purchase Price, in which event such Title Defects will for all purposes be deemed Permitted Exceptions.

As used in this Agreement, the term “**marketability of title**” will be determined in accordance with the laws of the State of Georgia as supplemented by the Title Standards of the State Bar of Georgia.

5. The Closing; Obligations at the Closing.

(a) The consummation of the purchase and sale of the Property contemplated by this Agreement (the “**Closing**”), will be held at the office of the Escrow Agent at 10:00 a.m. (local time in Atlanta, Georgia) on or before February 14, 2025 or such earlier date and time and at such location as agreed upon by Purchaser and Seller. Seller and Purchaser contemplate that the transaction will be closed with the concurrent delivery of the documents of title and the payment of the Purchase Price. Notwithstanding the foregoing, there is no requirement that Seller and Purchaser physically meet for the Closing, and Purchaser and Seller agree that the Closing may be held through an escrow closing at the offices of a law firm or title insurance agent reasonably acceptable to Purchaser and Seller.

(b) At the Closing, Seller shall execute and deliver to Purchaser a limited warranty deed in recordable form with respect to the Property, subject only to the Permitted Exceptions, and with the description being that set forth on **Exhibit “A”** hereto. At the Closing, Purchaser shall pay to Seller the Purchase Price in cash, subject to adjustments as set forth in this Agreement. At the Closing, Seller shall also deliver to Purchaser: (i) a non-foreign affidavit sufficient to establish that this transaction is not subject to the withholding requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended; (ii) such affidavits and other documentation as Purchaser may reasonably request in order for Purchaser to comply with Official Code of Georgia Annotated Section 48-7-128 relating to withholding tax on transfer of real property and related tangible personal property, or to determine what is necessary for such compliance or both; (iii) a standard owner’s affidavit containing such statements and averments as may then be true, to the best of the actual knowledge of the deponent, as may reasonably be required by a nationally recognized title insurance company for Purchaser to obtain a standard ALTA Owner’s Policy of Title Insurance; and (iv) appropriate evidence of authorization to consummate the subject transaction (with the limited warranty deed, collectively, the “**Closing Documents**”). Seller shall prepare the Closing Documents.

(c) Seller shall pay Seller’s attorneys’ fees and the cost of the Survey. Seller shall pay real estate ad valorem taxes for the year of Closing pursuant to Seller’s normal tax payment process (Purchaser understands and agrees that Seller is a public utility, and, as a result, the due dates for payment of Seller’s ad valorem taxes differ from the due dates for the general public). Purchaser shall be responsible for and pay all other costs and expenses connected with the acquisition of the Property by Purchaser, including without limitation, recording costs, Purchaser’s attorneys’ fees, survey costs for any survey obtained by Purchaser, title examination and title insurance premiums for any title insurance obtained by Purchaser, and the State of Georgia Real Estate Transfer Tax due and payable in connection with the recording of the deed with respect to the Property. The agreements and obligations in this Section 3(c) shall survive Closing.

(d) The parties acknowledge that Purchaser is under contract to sell property at 3030, 3040 and 3050, Atlanta Road, Smyrna, Ga. to the First Baptist Church of Smyrna, Georgia, Inc. and that the proceeds of that sale will be used to purchase the subject property. If Purchaser has not closed on the sale of the property at 3030, 3040 and 3050, Atlanta Road, pursuant to such contract on or before January 15th, 2025 (the “**Purchase Contingency Date**”), then either party, at its option, may (i) terminate this Agreement on written notice to the other and the balance of the Earnest Money will be refunded to Purchaser, and neither Seller nor Purchaser will have any other or further obligations or liabilities under this Agreement except for matters that are expressly stated to survive termination of this Agreement; or (ii) extend the period to the date that is on or before the date of Closing. If Purchaser elects the option in

clause (ii) and Purchaser has not obtained the necessary funds to purchase the Property on or before the date of Closing, Seller will have the rights in clause (i).

6. Condemnation. In the event the Property or any material portion thereof is taken or threatened (by written notice) to be taken by any power of eminent domain prior to the date of Closing, Seller shall notify Purchaser thereof and Purchaser shall elect, by giving written notice to Seller of such election, either (a) to terminate this Agreement, in which event Escrow Agent shall return the Earnest Money to Purchaser (less \$10.00 which Escrow Agent shall pay to Seller and Seller shall retain) and, except as expressly provided in this Agreement to the contrary, this Agreement will be of no further force or effect and neither Purchaser nor Seller will have any further rights, liabilities, duties or obligations hereunder, or (b) to require Seller (i) to convey the Property or the remaining portion thereof as provided in this Agreement for the Purchase Price, and (ii) to transfer and assign all of Seller's right, title and interest in and to any and all awards made or to be made in connection with such condemnation, in which later event, the transaction contemplated by this Agreement will otherwise be consummated as provided in this Agreement. In the event Seller notifies Purchaser prior to Closing of any threatened or actual exercise of any power of eminent domain affecting the Property, Purchaser shall notify Seller in writing of Purchaser's election pursuant to the immediately preceding sentence within five (5) days from the date of notice from Seller.

7. Defaults.

(a) In the event Seller breaches in any material respect or fails in any material respect to perform or comply with any of Seller's covenants, duties, agreements, or obligations as set forth in this Agreement (and Purchaser has performed, in all material respects, all covenants, duties, agreements or obligations of Purchaser hereunder upon which such covenant, duty, agreement or obligation of Seller is dependent), and such failure or breach remains uncured in excess of five (5) business days after written notice thereof from Purchaser to Seller, Purchaser's sole remedy shall be to either (i) terminate this Agreement by giving written notice thereof to Seller and Escrow Agent in which event Escrow Agent shall return the Earnest Money to Purchaser (less \$10.00 which Escrow Agent shall pay to Seller and Seller shall retain) and except as expressly set forth in this Agreement to the contrary, this Agreement will be of no further force or effect, and neither Seller nor Purchaser will have any further rights, liabilities, duties or obligations hereunder, or (ii) seek and obtain specific performance by Seller of Seller's covenants, agreements, and obligations to convey the Property to Purchaser as set forth in this Agreement and any other remedies to which Purchaser is entitled in equity by reason of such breach or such failure to perform or comply.

(b) In the event Purchaser fails or refuses to:

(i) close the transaction contemplated by this Agreement on or before 5:00 PM (local time in Atlanta, Georgia) on the date for Closing as set forth herein (and Seller is ready, willing and able to close the transaction on such date) (a "**Closing Date Default**"); or

(ii) perform any of Purchaser's covenants, duties, agreements or obligations under this Agreement or is otherwise in default under this Agreement (and Seller has performed, in all material respects, all covenants, duties, agreements or obligations of Seller hereunder upon which such covenant, duty, agreement or obligation of Purchaser is dependent), and such failure or breach remains uncured in excess of five (5) business days after written notice thereof from Seller to Purchaser (except in the event of a Closing Date Default when such notice and cure period shall not be a required condition for Seller's remedies), the sole and exclusive right and remedy of Seller will be to terminate this Agreement by giving written notice thereof to Purchaser and Escrow Agent, in which event Escrow Agent shall deliver the Earnest Money to Seller, Seller shall retain the Earnest Money as damages for such failure or refusal of Purchaser, and this Agreement, except

as expressly set forth in this Agreement to the contrary, will be of no further force or effect, and neither Seller nor Purchaser will have any further rights, liabilities, duties or obligations hereunder, except as expressly set forth in this Agreement to the contrary. The parties hereto acknowledge that it is impossible to estimate more precisely the damages that might be suffered by Seller in that event. Seller's retention of the Earnest Money is intended not as a penalty, but as liquidated damages pursuant to Official Code of Georgia Annotated Section 13-6-7. Purchaser hereby waives and releases any right to (and hereby covenants that Purchaser shall not) sue Seller or seek or claim a refund of the Earnest Money (or any part thereof) on the grounds that it is an unreasonable amount and exceeds Seller's actual damages or that its retention by Seller constitutes a penalty and not an agreed reasonable liquidated damages amount as permitted under Official Code of Georgia Annotated Section 13-6-7. This provision for liquidated damages does not, however, prevent Seller from enforcing Seller's rights to indemnification as elsewhere provided for in this Agreement, or limit Seller's recovery from Purchaser, or Seller's remedies, under any such indemnity.

The agreements and obligations in this Section 7 shall survive Closing or any termination of this Agreement.

8. Brokers and Agents. Purchaser represents and warrants to Seller that no real estate broker, sales person or agent or other person or entity is entitled to a commission or other fee in connection with this Agreement or the purchase and sale of the Property contemplated by this Agreement on account of the actions of Purchaser. Seller represents and warrants to Purchaser that no real estate broker, sales person or agent or other person or entity is entitled to a commission or other fee in connection with this Agreement or the purchase and sale of the Property contemplated by this Agreement on account of the actions of Seller. Seller shall and does hereby indemnify and hold harmless Purchaser from and against any and all claims, demands, losses, costs, damages, liabilities and expenses (including, without limitation, attorneys' fees and costs of litigation) incurred by reason of any such claims or demand, whether meritorious or not, by any broker, sales person or agent or other person or entity employed or engaged by or with whom Seller has discussed the transaction contemplated by this Agreement for any commissions, fees or other compensation in connection with this Agreement or the conveyance contemplated by this Agreement. Likewise, Purchaser shall and does hereby indemnify and hold harmless Seller from and against any and all claims, demands, losses, costs, damages, liabilities and expenses (including, without limitation, attorneys' fees and costs of litigation) incurred by reason of any such claims or demand, whether meritorious or not, by any broker, sales person or agent or other person or entity employed or engaged by or with whom Purchaser has discussed the transaction contemplated by this Agreement for any commissions, fees or other compensation in connection with this Agreement or the conveyance contemplated by this Agreement. The indemnities contained in this Section 8 will survive the Closing or any termination of this Agreement.

9. Condition of the Property. PRIOR TO CLOSING, PURCHASER SHALL HAVE FULLY EXAMINED AND INSPECTED THE PROPERTY AND SHALL HAVE BECOME THOROUGHLY FAMILIAR WITH THE CONDITION, STATUS AND USABILITY OF THE SAME, AND, PURCHASER IS PURCHASING THE PROPERTY IN AN "AS IS" CONDITION, "WITH ALL FAULTS" (INCLUDING WITHOUT LIMITATION ASBESTOS, ASBESTOS-CONTAINING MATERIALS, LEAD, LEAD-BASED PAINT, DAMAGE FROM TERMITES AND OTHER WOOD DESTROYING ORGANISMS AND INCLUDING WITHOUT LIMITATION MOLD OR ANY MOLD CONDITION), WITH ALL KNOWN AND UNKNOWN ENVIRONMENTAL CONDITIONS AND LIABILITIES (INCLUDING WITHOUT LIMITATION STRICT LIABILITY), AND WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF SELLER. PURCHASER ASSUMES ALL LIABILITY (INCLUDING STRICT LIABILITY) ASSOCIATED WITH THE PROPERTY, WHETHER KNOWN OR UNKNOWN. EXCEPT FOR THE LIMITED WARRANTY OF TITLE TO BE CONTAINED IN THE LIMITED WARRANTY

DEED TO BE EXECUTED BY SELLER PURSUANT TO SECTION 5 HEREOF, SELLER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES TO PURCHASER WHATSOEVER, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY. PURCHASER ACKNOWLEDGES THAT SELLER HAS NOT MADE, DOES NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY WITH REGARD TO THE CONDITION OR COMPLIANCE OF THE PROPERTY WITH RESPECT TO ANY ENVIRONMENTAL PROTECTION, POLLUTION CONTROL OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING BUT NOT LIMITED TO THOSE PERTAINING TO THE USE, HANDLING, GENERATION, TREATMENT, STORAGE OR DISPOSAL OF ANY TOXIC, HAZARDOUS OR REGULATED WASTE, SUBSTANCE, MATERIAL OR CHEMICAL (INCLUDING WITHOUT LIMITATION ASBESTOS, ASBESTOS-CONTAINING MATERIALS, PETROLEUM OR ANY CONSTITUENT THEREOF, LEAD, AND LEAD-BASED PAINT) (COLLECTIVELY REFERRED TO HEREIN AS “**REGULATED MATERIALS**”). TO THE FULLEST EXTENT PERMITTED BY LAW, PURCHASER HEREBY RELEASES AND FOREVER DISCHARGES SELLER FROM ANY PRESENT OR FUTURE RIGHTS, CLAIMS, DEMANDS, LIABILITIES, COSTS, DAMAGES AND LOSSES AT LAW OR IN EQUITY, WHETHER KNOWN OR UNKNOWN AT THE TIME OF THIS AGREEMENT, ARISING FROM OR RELATING TO THE PHYSICAL, ENVIRONMENTAL, ECONOMIC OR LEGAL CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE PRESENCE OR ALLEGED PRESENCE OF REGULATED MATERIALS IN, ON, AT, FROM, UNDER OR ABOUT THE PROPERTY OR ANY ADJACENT OR NEARBY PROPERTY AND ANY LIABILITIES, CLAIMS OR CAUSES OF ACTION UNDER OR ON ACCOUNT OF ANY ENVIRONMENTAL LAW. THE AGREEMENTS AND OBLIGATIONS IN THIS SECTION 9 SHALL SURVIVE CLOSING.

10. Notice. Except as otherwise expressly permitted by this Agreement, all notices, demands, requests, consents, and approvals desired, necessary, required or permitted to be given pursuant to the terms of this Agreement must be in writing and will be deemed to have been properly given if personally delivered or sent, postage prepaid, by first class registered or certified United States mail, return receipt requested, addressed to each party hereto at the addresses set forth below such party’s signature to this Agreement or at such other address in the United States as Seller or Purchaser may from time to time designate by like notice. Any such notice, demand, request or other communication will be considered given or delivered, as the case may be, on the date of personal delivery or on the date of deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given will be deemed to be receipt of the notice, demand, request or other communication.

11. Assignment. This Agreement and Purchaser’s rights, duties and obligations hereunder may not be delegated, transferred or assigned by Purchaser without the prior written consent of Seller, which consent may be granted or withheld in Seller’s sole discretion. Any assignee or transferee proposed by Purchaser must expressly assume all of Purchaser’s duties, liabilities and obligations under this Agreement by written instrument delivered to Seller at or before the time any such consent is requested.

12. Survival. Except as expressly set forth herein, all other provisions of this Agreement will merge into the limited warranty deed with respect to the Property.

13. Offer by Purchaser. This Agreement has been executed first by Purchaser, which offer will remain open for acceptance by Seller until the following date and time (the “**Reply Date and Time**”): **6:00 pm** local Atlanta, Georgia, time on the fifth (5th) business day after actual receipt (not counting the day of

receipt) by Seller of two (2) counterparts of this Agreement fully and properly executed by Purchaser. If such offer by Purchaser is not accepted by Seller (which acceptance will be evidenced by sending to Purchaser at least one (1) dated counterpart of this Agreement executed by Seller and Purchaser, on or before the Reply Date and Time) on or before the Reply Date and Time, this offer will automatically terminate without any notice whatsoever being required from Purchaser and this Agreement will be of no force or effect whatsoever and neither Purchaser nor Seller will have any rights, liabilities, duties or obligations hereunder, except as otherwise expressly provided in this Agreement. The “**Effective Date**” of this Agreement will, for all purposes, be the date Seller sends a fully executed counterpart of this Agreement to Purchaser, which date will be inserted in the caption hereof at the time of such sending.

14. General Provisions. No failure of any party to this Agreement to exercise any power given hereunder or to insist upon strict compliance with any obligation specified in this Agreement, and no custom or practice at variance with the terms hereof, will constitute a waiver of either party’s right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement will be of any force or effect. Any amendment to this Agreement will not be binding upon any of the parties hereto unless such amendment is in writing and executed by both Purchaser and Seller. The provisions of this Agreement will inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. This Agreement and all amendments hereto will be governed by and enforced and construed under the laws of the State of Georgia. This Agreement may be executed in multiple counterparts, each of which will constitute an original, but all of which taken together will constitute one and the same agreement. The executed signature pages of any counterpart hereof may be appended or attached to any other counterpart hereof; and, provided that all parties hereto have executed a counterpart hereof, this Agreement will be valid and binding upon the parties notwithstanding the fact that the execution of all parties may not be reflected upon any one single counterpart. The parties hereby agree that the delivery of counterpart signatures to this Agreement in electronic formats (PDF or DocuSign or similar) shall be acceptable. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, include all genders, the singular includes the plural and vice versa. The headings inserted at the beginning of each Section are for convenience only, and do not add to or subtract from the meaning of the contents of each Section. Purchaser and Seller hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement will be executed and delivered by each party at the Closing. No provision of this Agreement will be construed against or interpreted to the disadvantage of either party by any court, judicial or other governmental authority by reason of such party’s having been deemed to have structured, written, drafted or dictated such provision.

15. Day for Performance. Wherever in this Agreement there is a day or time period established for performance and such day or the expiration of such time period is a Saturday, Sunday or a day on which banks in the State of Georgia are authorized or required to close, then such time for performance will be automatically extended to the next following business day.

16. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. In the event any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect in a final ruling or judgment of a court of competent jurisdiction from which no appeal has been or can be taken, this Agreement will not terminate and there will be immediately substituted for such invalid or unenforceable provision a like but valid and enforceable provision that most nearly satisfies the ruling of such court and comports with the original intention of the parties.

17. Taxes. Seller shall be responsible for paying to the applicable authority prior to delinquency the ad valorem taxes for the Property for the year in which the Closing occurs and all prior years. Purchaser understands and agrees that Seller is a public utility, and, as a result, the due dates for payment of Seller's ad valorem taxes differ from the due dates for the general public. Purchaser shall be responsible for paying the ad valorem taxes for the Property for the years subsequent to the year in which the Closing occurs. The agreements and obligations in this Section 17 shall survive Closing.

18. 1031 Exchange. Purchaser and Seller acknowledge that either or both of them may desire to structure the transaction contemplated hereby as a tax-deferred exchange pursuant to Section 1031 of the Internal Revenue Code, as amended. Accordingly, Purchaser and Seller agree that they shall cooperate with and assist one another, including the execution and immediate delivery, before, on, or after the date for Closing, of any documents and instruments reasonably requested by Seller for such purpose; provided that (i) the consummation of the transaction contemplated hereby is not thereby delayed; and (ii) no party hereto shall be obligated to incur any expense or liability beyond that which it is otherwise obligated to incur hereunder or postpone the date for Closing in connection therewith. The provisions of this Section 18 shall survive the Closing.

[SIGNATURES APPEAR ON FOLLOWING PAGE.]

[SIGNATURE PAGE TO AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY]

IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement as of the Effective Date set forth above.

PURCHASER:

**DOWNTOWN SMYRNA DEVELOPMENT
AUTHORITY**

By: _____[SEAL]
Name: _____
Title: _____

Notice Address for purposes of this Agreement:

City of Smyrna, Georgia

Email: _____

With a copy to:

Attn: _____
Email: _____

SELLER:

**PIEDMONT-FORREST CORPORATION, a
Georgia corporation**

By: _____[SEAL]
Name: _____
Title: _____

Notice Address for purposes of this Agreement:

Piedmont-Forrest Corporation
c/o Georgia Power Company
Natural Resources Department
BIN 10151
241 Ralph McGill Boulevard
Atlanta, Georgia 30308-3374
Attn: Preston Fulmer
Email: ptfulmer@southernco.com

With a copy to:

Georgia Power Company
Legal Department
BIN 10180
241 Ralph McGill Boulevard
Atlanta, Georgia 30308-3374
Attn: Raymond Tran
Email: ratran@southernco.com

In consideration of \$10.00 in hand paid to _____, a _____
_____ (in its capacity as Escrow Agent hereunder “**Escrow Agent**”), Escrow Agent hereby agrees to the provisions of Section 2 of the foregoing Agreement for the Sale and Purchase of Real Property, as of the day and year set forth above.

ESCROW AGENT:

[_____]

By: _____
Name: _____
Title: _____

EXHIBIT "A"

Legal Description of the Property

ALL THAT TRACT OR PARCEL OF LAND BEING IN LAND LOT 485, 17TH DISTRICT, 2ND SECTION, CITY OF SMYRNA, COBB COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND (1/2" REBAR-BENT) ON THE NORTHERLY RIGHT-OF-WAY OF RIDGECREST DRIVE SE (40' RIGHT-OF-WAY), SAID IRON PIN BEING THE SOUTHEAST CORNER OF PROPERTY OWNED NOW OR FORMERLY BY PIEDMONT FORREST CORPORATION AS REFERENCED IN DEED BOOK 5585, PAGE 33, COBB COUNTY, GEORGIA RECORDS, SAID IRON PIN BEING THE SOUTHWEST CORNER OF PROPERTY OWNED NOW OR FORMERLY BY PABLO MEJIE TEJADA AND ANA ISABEL BRIZUELA, SAID IRON PIN HAVING A COORDINATE VALUE OF NORTH 1409708.06 AND EAST 2188903.30, ACCORDING TO THE GEORGIA STATE PLANE COORDINATE SYSTEM, NAD83(2011), U.S. SURVEY FEET, GEORGIA WEST ZONE; THENCE WESTERLY ALONG SAID RIGHT-OF-WAY NORTH 82°25'23" WEST A DISTANCE OF 374.11 FEET TO AN IRON PIN SET (1/2" REBAR WITH PINK PLASTIC CAP STAMPED LSF896) AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF RIDGECREST DRIVE SE (40' RIGHT-OF-WAY) AND THE EASTERLY RIGHT-OF-WAY OF MCCAULEY ROAD SE (40' RIGHT-OF-WAY); THENCE ALONG THE EASTERLY RIGHT-OF-WAY OF MCCAULEY ROAD SE (40' RIGHT-OF-WAY) NORTH 06°40'22" EAST A DISTANCE OF 152.26 FEET TO AN IRON PIN FOUND (1" OPEN TOP PIPE) ON THE LINE COMMON WITH PROPERTY OWNED NOW OR FORMERLY BY LUGRA INVESTMENTS III, LLC; THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG SAID COMMON LINE SOUTH 88°41'14" EAST A DISTANCE OF 124.98 FEET TO AN IRON PIN FOUND (1/2" REBAR); THENCE NORTH 06°45'32" EAST A DISTANCE OF 148.29 FEET TO A HIGHWAY RIGHT-OF-WAY MARKER FOUND ON THE SOUTHERLY RIGHT-OF-WAY OF CONCORD ROAD SE (VARIABLE RIGHT-OF-WAY), SAID HIGHWAY RIGHT-OF-WAY MARKER HAVING A COORDINATE VALUE OF NORTH 1410053.01 AND EAST 2188692.54, ACCORDING TO THE GEORGIA STATE PLANE COORDINATE SYSTEM, NAD83(2011), U.S. SURVEY FEET, GEORGIA WEST ZONE); THENCE LEAVING SAID COMMON LINE AND ALONG SAID RIGHT-OF-WAY FOLLOWING A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 736.89 FEET AND A LENGTH OF 98.40 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 86°54'52" EAST A DISTANCE OF 98.33 FEET, TO A HIGHWAY RIGHT-OF-WAY MARKER FOUND; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY SOUTH 82°17'08" EAST A DISTANCE OF 32.12 FEET TO A HIGHWAY RIGHT-OF-WAY MARKER FOUND; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 658.24 FEET AND A LENGTH OF 104.12 FEET; SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 81°20'18" EAST A DISTANCE OF 104.01 FEET, TO A HIGHWAY RIGHT-OF-WAY MARKER FOUND; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY NORTH 48°11'12" EAST A DISTANCE OF 19.93 FEET TO A HIGHWAY RIGHT-OF-WAY MARKER FOUND ON THE LINE COMMON WITH PROPERTY NOW OR FORMERLY OWNED BY THERON AND AVEDA THOMAS, THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG SAID COMMON LINE SOUTH 05°22'20" WEST A DISTANCE OF 151.42 FEET TO AN IRON PIN FOUND (1/2" REBAR) AT THE SOUTHWEST CORNER OF SAID THOMAS PROPERTY AND THE NORTHWEST CORNER OF PROPERTY OWNED NOW OR FORMERLY BY DEBORAH COOPER, THENCE ALONG THE LINE COMMON WITH PROPERTY NOW OR FORMERLY OWNED BY DEBORAH COOPER SOUTH 05°37'24"

WEST A DISTANCE OF 84.93 FEET TO AN IRON PIN FOUND (1/2" REBAR) AT THE SOUTHWEST CORNER OF SAID COOPER PROPERTY AND THE NORTHWEST CORNER OF PROPERTY OWNED NOW OR FORMERLY BY KARI D. VELAZCO, THENCE ALONG THE LINE COMMON WITH PROPERTY OWNED NOW OR FORMERLY BY KARI D. VELASCO AND CONTINUING ALONG THE LINE COMMON WITH PROPERTY NOW OR FORMERLY OWNED BY PABLO MEJIE TEJADA AND ANA ISABEL BRIZUELA SOUTH 05°54'26" WEST A DISTANCE OF 140.35 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 2.39 ACRES, MORE OR LESS, AND BEING SHOWN ON THAT CERTAIN BOUNDARY PLAT FOR PIEDMONT FORREST CORPORATION, CONCORD ROAD BUSINESS OFFICE, GEORGIA POWER COMPANY LAND DEPARTMENT DRAWING NUMBER P505-71, CERTIFIED BY PAUL W. LAIRD, GEORGIA PROFESSIONAL LAND SURVEYOR NO. 3084, AND DATED MARCH 1, 2023, WHICH PLAT IS INCORPORATED HEREIN BY THIS REFERENCE.