

TAB 10

SITE CONTROL DOCUMENTS

Purchase Contract

Recorded Deed

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into effective **February 9, 2026** (the "Effective Date"), by and between **PHG GREENWOOD LAND HOLDINGS, LLC**, a Georgia limited liability company, ("Seller"), and **DOGWOOD SENIOR VILLAGE II, LP, a South Carolina limited partnership**, its successors and assigns ("Purchaser").

RECITALS:

WHEREAS, Seller is the owner of the Property (as defined herein); and

WHEREAS, Seller agrees to sell, and Purchaser agrees to purchase, the Property (as defined herein) upon the terms and conditions herein set forth.

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree to amend the Agreement as follows:

1. **Certain Definitions.** When used in this Agreement, the following terms shall have the respective meanings as set forth opposite each such term:

(a) **Application:** Shall mean an application to the State Credit Agency for an allocation of Tax Credits and/or HOME Investment Partnership Program funds under the 2026 application round for financing the development of the Project which is due by the Application Deadline.

(b) **Application Deadline:** Shall mean **May 15, 2026** (Full Application Due Date) or such later date published by the State Credit Agency for an Application.

(c) **Award Date:** Shall mean the date on which the State Credit Agency officially announces a final award of Tax Credits for the Project.

(d) **Closing:** Shall have the meaning set forth in Section 7 of this Agreement.

(e) **Closing Date:** Shall have the meaning set forth in Section 7 of this Agreement.

(f) **Deed:** Shall have the meaning set forth in Section 7(a) of this Agreement.

(g) **Due Diligence Investigations:** Shall have the meaning set forth in Section 4 of this Agreement.

(h) **Due Diligence Period:** Shall have the meaning set forth in Section 4 of this Agreement.

(i) **Earnest Money Deposits:** Shall have the meaning set forth in Section 3(a) of this Agreement.

(j) **Escrow Agent:** Old Republic National Title Company, 1125 Sanctuary Parkway, Suite 140, Alpharetta, GA 30009, Attn: Angela Pascoe.

(k) **Improvements:** All buildings, fixtures, structures, parking areas, landscaping and other improvements located in or on the Land as of the Effective Date, including all replacements or additions thereto between the Effective Date and the Closing Date.

(l) **Land:** The land used for the Project and further described on Exhibit A attached hereto and made a part hereof, together with any and all right, title and interest of Seller in and to any land lying in the bed of any street, road, alley or avenue, open or proposed, in front of or adjoining such land, as well as any riparian or water rights, any mineral rights, air rights, all rights of way or use, servitudes, licenses, easements, tenements, hereditaments and appurtenances now or hereafter belonging to or benefiting such land.

(m) **Laws:** All laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, directions, and requirements of all governmental authorities having jurisdiction over the Property or the use or operation thereof.

(n) **Permitted Exceptions:** (i) General real estate taxes and special assessments related to the period after the Closing Date which are a lien but are not yet due and payable at the Closing Date; (ii) easements, covenants, conditions, reservations and restrictions of record as disclosed in the Title Commitment, unless objected to by Purchaser prior to Closing; and (iii) any matters disclosed by the Survey, unless objected to by Purchaser prior to Closing.

(o) **Permitted Termination.** Shall have the meaning set forth in Section 6 of this Agreement.

(p) **Planned Use:** The development and construction of the Property as set forth in the Application.

(q) **Project:** Shall mean that certain multi-family development as set forth in the Application and to be constructed in accordance with the Purchaser's plans and specifications on the Land, together with all related utilities, roads and other off-site improvements, if any, along with the Land.

(r) **Property:** Collectively, the Land and the Improvements.

(s) **Property Agreements:** All service contracts, equipment leases and any lease with respect to the Property to which Seller or Seller's agent is a party.

(t) **Purchase Price:** Shall have the meaning set forth in Section 3 of this Agreement.

(u) **State Credit Agency:** Shall mean the **SOUTH CAROLINA STATE HOUSING FINANCE AND DEVELOPMENT AUTHORITY.**

(a) **Survey:** A survey of the Land prepared by a surveyor duly licensed in the jurisdiction in which the Land is located and certified to Purchaser and the Title Company as (i)

having been prepared in accordance with ALTA/NSPS Minimum Standard Detail Requirements (2016) and (ii) otherwise meeting the requirements of Purchaser, its lender(s) and investor(s).

(b) **Title Commitment:** A commitment for an ALTA Title Insurance Policy for the Property issued by the Title Company in an amount satisfactory to Purchaser.

(c) **Title Company:** Old Republic National Title Insurance Company, or any other title insurance agency selected by Purchaser.

(d) **Title Policy:** Shall have the meaning set forth in Section 7 of this Agreement.

2. **Agreement to Purchase and Sell.** Upon the terms and subject to the conditions set forth in this Agreement, Seller agrees to sell and convey to Purchaser at the Closing, and Purchaser agrees to purchase and take from Seller at the Closing, all of Seller's right, title, estate and interest in and to the Property.

3. **Consideration and Payment.** In exchange for fee simple title to the Property, Purchaser agrees to pay to Seller the sum of **SEVEN-HUNDRED-TWENTY-THOUSAND and No Hundredths Dollars (\$720,000.00)** (the "Purchase Price"), payable as follows:

(a) **Earnest Money:** Purchaser shall deliver earnest money deposits to the Escrow Agent (collectively the "Earnest Money Deposits") as follows, within Ten (10) business days after:

(i) The Effective Date of this Agreement, the sum of **ONE-THOUSAND and No Hundredths Dollars (\$1,000.00)**;

(b) **Entitlement to Earnest Money Deposits.** Subject to the Disbursement of Earnest Money paragraph below:

(i) Notwithstanding anything in this Agreement to the contrary, the full amount of the Earnest Money Deposits shall be immediately refundable to Purchaser upon the request by Purchaser to the Escrow Agent: (A) any time prior to the expiration of the Due Diligence Period; (B) in the event that Purchaser does not submit an Application; (C) in the event of any Permitted Termination (as defined in Section 6(a)); (D) in the event that all of the Closing Conditions have not been met or waived in writing by Purchaser prior to the Closing Date; (E) in the event of any breach of this Agreement by Seller; or (F) as may otherwise be specifically set forth in this Agreement. In the event of any of the foregoing all Earnest Money Deposits and any other monies held in escrow by Escrow Agent shall be refunded to Purchaser upon demand.

(ii) Seller shall be entitled to the Earnest Money Deposits, provided the Closing Conditions have been satisfied or expressly waived in writing: (A) at Closing, which shall be credited against the Purchase Price, or (B) if the event of a default by Purchaser which results in its failure to purchase the Property.

(iii) **Nonrefundable Upon receipt of Award:** Ten (10) business days after the Award Date, the Earnest Money Deposits (including any subsequent additions thereto) shall become non-refundable to Purchaser except in the event of a Permitted Termination, or as otherwise set forth in the Agreement.

(c) **Disbursement of Earnest Money.** Escrow Agent shall disburse the Earnest Money Deposits upon: i) Closing; ii) a subsequent written agreement of Purchaser and Seller; iii) an order of a court having jurisdiction over any dispute involving the Earnest Money Deposits; or iv) the receipt of written notice from Purchaser that one of the conditions set forth in Section 3(b)(i) have occurred. In addition, Escrow Agent may disburse the Earnest Money Deposits upon a reasonable interpretation of the Agreement, provided that Escrow Agent first gives all parties fifteen (15) days notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to Escrow Agent within the fifteen (15) day notice period. Objections not timely made in writing shall be deemed waived. If Escrow Agent receives an objection and, after considering it, decides to disburse the Earnest Money Deposits as originally proposed, Escrow Agent may do so and send notice to the parties of Escrow Agent's action. If Escrow Agent decides to modify its proposed disbursement, Escrow Agent shall first send a new fifteen (15) day notice to the parties stating the rationale for the modification and to whom the disbursement will now be made.

(d) **Interpleader.** If there is a dispute over the Earnest Money Deposits which the parties cannot resolve after a reasonable period of time, and where Escrow Agent has a bona fide question as to who is entitled to the Earnest Money Deposits, Escrow Agent shall be entitled to, but not obligated to interplead the Earnest Money into a court of competent jurisdiction in Fulton County, Georgia. Escrow Agent shall be reimbursed for and may deduct from any funds interpleaded, its costs and expenses, including reasonable attorney's fees actually incurred. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees and court costs and the amount deducted by Escrow Agent from the non-prevailing defendant.

(e) **Hold Harmless.** All parties hereby agree to indemnify and hold Escrow Agent harmless from and against all claims, causes of action, suits and damages arising out of or related to the performance by Escrow Agent of its duties hereunder, except to the extent any such claims, causes of action, suits and damages arise from or are incurred as the result of the gross negligence or willful default of Escrow Agent. All parties further covenant and agree not to sue Escrow Agent for damages relating to any decision of Escrow Agent to disburse Earnest Money Deposits made in accordance with the requirements of this Agreement.

(f) **Balance of Purchase Price.** The balance of the Purchase Price, less the Earnest Money Deposits, subject to the prorations and adjustments specifically provided for in this Agreement, shall be paid by the Purchaser at Closing in immediately available certified funds.

4. **Due Diligence.**

(a) **Due Diligence Period.** For a period beginning on the Effective Date and ending on the Award Date (the "**Due Diligence Period**"), Purchaser shall have the right to enter upon the Property for the purpose of inspecting the condition of the Property as well as the use and operation thereof and conducting its due diligence investigation to determine the suitability of the Property for Purchaser's intended uses thereof ("**Due Diligence Investigations**").

(i) The right to conduct Due Diligence Investigations includes, but is not limited to, the right to review any matters disclosed in the Title Commitment and Survey, the right of Purchaser and Purchaser's agents and representatives to enter upon any portion of the Property

to take measurements, make non-destructive inspections, make boundary and topographical survey maps, perform appraisals, conduct non-destructive geotechnical, environmental, groundwater, wetland and other studies required by Purchaser in its sole discretion, to determine the adequacy of utilities serving the Property, zoning matters and compliance with Laws.

(ii) Purchaser hereby agrees to protect, defend, indemnify and hold Seller harmless from and against any physical damage to property or injury to persons caused by Purchaser as a result of Purchaser's Due Diligence Investigations.

(iii) Within ten (10) days after the Effective Date, Seller shall deliver to Purchaser the following items (each to the extent available or reasonably obtainable by Seller):

(A) Any and all surveys, plats, site plans, topographical maps and/or engineering reports, maps and/or studies related to the Property, its parent parcel and/or neighboring/adjacent parcels;

(B) Any and all information regarding the zoning of the Property;

(C) Any and all environmental, geotechnical, soil boring, land study, wetland and/or flood plain reports, maps and/or studies related to the Property, its parent parcel and/or neighboring/adjacent parcels;

(D) Any and all market information, feasibility, demand, capture rate, traffic, economic, income and/or special reports and/or studies related to the Property, its parent parcel and/or neighboring/adjacent parcels;

(E) Any and all utility information (including without limitation providers and average monthly unit costs) related to the Property, its parent parcel and/or neighboring/adjacent parcels;

(F) A copy of the Seller's vesting deed for the Property; and

(G) Any and all title insurance policies and title exception documents for the Property and/or its parent parcel.

(b) **Application.** If Purchaser elects not to submit an Application, then Purchaser shall notify Seller of such by written notice following the Application Deadline and this Agreement shall automatically terminate, the Earnest Money Deposits shall be returned to Purchaser, and no party shall have any further rights, duties, liabilities or obligations under this Agreement except as specifically set forth herein. Purchaser's notice under this paragraph may be made at any time and shall serve as evidence of a termination under Section 3(b)(i) of this Agreement.

(i) Seller agrees to fully cooperate with Purchaser, in all reasonable respects relating to Purchaser's Application, including, but not be limited to, signing any applications for approvals and/or permits, answering questionnaires, or other actions; provided, Seller shall not assume any financial responsibility therefor, and Purchaser shall indemnify Seller against any commitments made in the approval process.

(ii) Purchaser may notify the Seller in writing following the receipt of any final determination as to an award or allocation of Tax Credits for the Project from the State Credit Agency. Awards/allocations are expected to be received **November 30, 2026**.

(c) **Title**. Purchaser shall have the right to obtain a Title Commitment covering the Property along with legible and complete copies of all documents listed as exceptions therein. Purchaser shall also have the right to cause the Survey to be prepared, at Purchaser's expense, and Seller shall grant to Purchaser and its agents access to the Property to perform the Survey. Purchaser shall have until the Closing to review the Title Commitment and the Survey and to give written notice to Seller of such objections as Purchaser may have to any matters set forth in Title Commitment or Survey. If Purchaser delivers such written notice to Seller, then for a period of ten (10) business days after receiving the written notice of objection from Purchaser, Seller shall have the right to have such matters cured at Seller's expense, either by (i) the removal of such exceptions, (ii) the procurement of title insurance endorsements, or (iii) other resolution reasonably satisfactory to Purchaser providing coverage against loss or damage as a result of such exceptions. If Seller does not, or is unwilling to, cure the matters set forth in Purchaser's objection letter to Purchaser's satisfaction within such ten (10) business day period, Purchaser may elect, in its sole discretion (to be exercised by written notice from Purchaser to Seller), to terminate this Agreement, in which event neither party shall thereafter have any further rights, duties, liabilities or obligations under this Agreement except as expressly set forth herein and the Earnest Money Deposits shall be returned to Purchaser.

(d) **Right to Terminate**. By written notice to Seller on or before the expiration of the Due Diligence Period, Purchaser may elect not to proceed with the purchase of the Property. Purchaser may make such election in its sole discretion for any reason. If Purchaser elects not to proceed with the purchase of the Property, then the Earnest Money Deposits shall be returned to Purchaser, and no party shall have any further rights, duties, liabilities or obligations under this Agreement except as specifically set forth herein.

5. **Representations and Warranties**.

(a) **Seller**. Seller represents, warrants and covenants to Purchaser and the Title Company, as of the Effective Date (with such representations and warranties to be re-made as of Closing) that:

(i) Seller has the right, power and authority to enter into this Agreement and to sell the Property in accordance with the terms hereof, and Seller has granted no option to any other person or entity to purchase the Property. The undersigned person executing this Agreement, whether individually or on behalf of an entity, is duly authorized to do so. This Agreement and the consummation of the transaction hereunder have been duly and validly authorized by all necessary partnership, corporate or limited liability company by, or on behalf of, Seller.

(ii) To the best of Seller's knowledge, the Property complies with, conforms to and obeys all Laws existing on the date of Closing of all governmental authorities or agencies having jurisdiction over the Property, and any requirement contained in any hazard insurance policy covering the Property or board of fire underwriters or other body exercising similar

functions which are applicable to the Property or to any part thereof or which are applicable to the use or manner of use, occupancy, possession or operation of the Property.

(iii) To the best of Seller's actual knowledge, but without additional inquiry, neither the Property nor any portion thereof violates any zoning, building, fire, health, pollution, subdivision, environmental protection or waste disposal ordinance, code, law or regulation or any requirement contained in any hazard insurance policy covering the Property; and Seller shall give prompt notice to Purchaser of any such violation which shall be received by Seller prior to Closing.

(iv) Seller has not received notice of and has no knowledge of any suits, judgments, or violations relating to or at the Property of any zoning, building, fire, health, pollution, environmental protection, or waste disposal ordinance, code, law or regulation which has not been heretofore corrected; that there is no suit or judgment presently pending or, to the best knowledge and belief of Seller, threatened which would create a lien upon the Property in the hands of Purchaser after Closing; and Seller shall give prompt notice to Purchaser of any such suit or judgment filed, entered or threatened prior to Closing.

(v) There are no known pending, threatened or contemplated eminent domain proceedings affecting the Property or any part thereof; and Seller shall give prompt notice to Purchaser of any such proceedings which occur or are threatened prior to Closing.

(vi) Seller has not received notice of and has no actual knowledge of pending or contemplated changes in the present status of zoning of the Property, and Seller shall give prompt notice to Purchaser of any such proposed changes of which Seller is aware prior to the Closing.

(vii) The Seller is not involved in any bankruptcy, reorganization or insolvency proceeding.

(viii) All taxes, assessments, water charges and sewer charges affecting the Property or any part thereof due and payable at the time of the Closing shall have been, or will be at Closing, paid in full. All current special assessments which are or will become a lien known to the Seller at the time of Closing on the Property shall also have been paid and discharged at Closing (in pro rata shares between Seller and Purchaser), whether or not payable in installments.

(ix) There are no leases affecting the Property, no parties in possession of the Property nor any parties entitled to possession thereof.

(x) All service contracts, if any, (except those specifically approved by Purchaser which shall be assigned to Purchaser at Closing) shall be terminated and paid in full as of the Closing Date.

(xi) The Property is or will be at Closing, subdivided as an independent and conveyable parcel in accordance with all applicable rules, regulations, zoning and ordinances.

(xii) The Property has or will have prior to Closing, a unique tax parcel number separate from other property owned by Seller.

(xiii) The Property has or will have prior to Closing vehicular and pedestrian access to a public right-of-way, **SPECIFICALLY, MATHIS ROAD.**

(xiv) Hazardous Materials. To the best of Seller's knowledge: (i) the Property has not in the past been used and is not presently being used for the handling, storage, manufacturing, refining, transportation or disposal of "toxic material", "hazardous substances" or "hazardous waste"; (ii) there has not been and is not presently leeching or drainage of waste materials or hazardous substances into the groundwater beneath or adjacent to the Property; (iii) no buried, semiburied or otherwise placed tanks, storage vessels, drums, or containers of any kind located on the Property used for the storage of hazardous waste, hazardous substances or toxic material; (iv) there no asbestos containing materials located on the Property; (v) no construction material used in any improvements located at the Property contains any substance or material presently known to be a hazardous substance or toxic material; (vi) Seller has not disposed upon the Property any hazardous substances on or below the surface of the Property or within two thousand (2,000) feet of the boundary thereof including, without limitation, contamination of the soil, subsoil or groundwater; and (vii) the Property is not in violation of any law, rule or regulation of any government entity having jurisdiction thereof or which exposes Purchaser to liability to third parties. The terms "hazardous waste", "hazardous substances" and toxic material" include, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sect. 960 et seq.), the Hazardous Materials Transportation Act, as amended (42 U.S.C. Sect. 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sect 9601 et seq.), the regulations adopted and publications promulgated pursuant to the foregoing and any other federal, state or local environmental law, ordinance, rule or regulation. Furthermore, Seller has not received a summons, citation, directive, letter or other communication, written or oral, from any governmental authority as to any of the above environmental concerns.

(A) Without limiting the other provisions of this Agreement, Seller shall cooperate, at no cost to Seller, with Purchaser's investigation of matters relating to the foregoing provisions of this Section and provide access to and copies of all data and/or documents in Seller's or Seller's agent's possession dealing with potentially hazardous materials used at the Property and any disposal practices followed. Seller agrees that Purchaser may make inquiries of governmental agencies regarding such matters, without liability to Purchaser for the outcome of such discussions.

(xv) Seller has provided Purchaser true and complete copies of all surveys, appraisals, engineering reports and other related documentation available to Seller and all amounts due for the services performed for the same have been paid in full.

(xvi) While this Agreement is in effect, Seller shall not solicit, accept or negotiate other offers with respect to the Property or execute any deeds, easements, rights-of-way affecting the Property or subject the Property to any additional covenant, easement, restriction or encumbrance.

(xvii) Nondisclosure of Information. In consideration of, and as a material inducement to, Purchaser entering into this Agreement, Seller agrees not to disclose or permit

disclosure of this Agreement, the parties involved in the Project, or any Information to third parties or to employees of Seller other than attorneys, consultants and agents who are required to have the information in order to carry out the discussions regarding this Agreement and have entered into similar confidentiality agreements. The Seller agrees that it shall take all necessary measures to protect the secrecy of and avoid disclosure or use of Information of Purchaser in order to prevent such Information from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. The provisions of this Section shall survive the Closings or any expiration or termination of this Agreement. "Information" includes, without limitation, plans, specifications, drawings, designs, financial information, reports, contracts, emails, names of parties involved, and all record-bearing media (electronic or otherwise) containing or disclosing such information.

(b) **Purchaser.** Purchaser represents and warrants to Seller as of the Effective Date (which such representations and warranties to be re-made as of Closing) that:

(i) Purchaser has the capacity and authority to execute this Agreement and perform the obligations of Purchaser under this Agreement. All action necessary to authorize the execution, delivery and performance of this Agreement by Purchaser has been taken and such action has not been rescinded or modified.

(ii) Purchaser is not subject to any judgment or decree of a court of competent jurisdiction or governmental agency that would limit or restrict Purchaser's right to enter into and carry out this Agreement.

(iii) Neither the execution of this Agreement nor the consummation of the transactions contemplated herein will constitute a breach under any contract or agreement to which Purchaser is a party or by which Purchaser is bound or affected.

(c) **Continued Accuracy of Representations and Warranties.** The matters set forth in Section 5(a) constitute representations and warranties by Seller which are now, and shall at the Closing, be true and correct. The continued accuracy in all material respects of such representations and warranties is a condition precedent to Purchaser's obligation to close. If, during the period between the Effective Date and the Closing Date, Seller learns of, or has a reason to believe that any of its representations and warranties may cease to be true in any adverse respect, Seller shall give prompt written notice to Purchaser (the "Seller Notice"). In the event that (i) Seller delivers the Seller Notice, or (ii) Purchaser otherwise becomes aware that any such representation or warranty has ceased to be true in any adverse respect prior to Closing, Purchaser shall have the right, in its sole discretion, to terminate this Agreement, in which event the Earnest Money Deposits shall be returned to Purchaser, and no party shall have any further rights, duties, obligations or liabilities under this Agreement except as specially set forth herein. Purchaser shall exercise the foregoing election by written notice to Seller on or before the Closing Date. Seller's representations and warranties shall survive the Closing, and Purchaser shall not be deemed to have waived any such representation or warranty unless Purchaser executes an express, written waiver.

6. **Conditions to Closing.**

(a) Notwithstanding anything to the contrary, all of Purchaser's obligations under this Agreement, including without limitation to acquire the Property and pay the Purchase Price, are subject to the fulfillment of each of the following conditions at or prior to the Closing Date, or the express written waiver thereof by Purchaser (the "Closing Conditions").

(i) Seller shall have performed in all material respects its obligations contained in this Agreement required to be performed on or prior to the Closing Date.

(ii) The Title Company is obligated to and will in fact issue to Purchaser and its lender(s) the Title Policy in accordance with the provisions of Section 7 hereof.

(iii) The receipt of the award or allocation of Tax Credits as set forth in the Application.

(iv) Each and every representation and warranty made by Seller in this Agreement shall be true and correct in every material respect.

(v) The Property is zoned as required for the Purchaser's desired use of the Property.

(vi) Purchaser's receipt of an acceptable appraisal, in Purchaser's sole and absolute discretion, of the Property in an amount equal to or greater than the Purchase Price.

(vii) Seller and/or Purchaser having received all necessary permitting and other approvals for Purchaser's desired use of the Property. Seller and Purchaser will fully cooperate to obtain all necessary permitting and other approvals.

(viii) The receipt and closing of all other financing sufficient for Purchaser's desired development and use of the Property.

(ix) All utilities (including, without limitation, water, sewer, electricity, service) being available for use at the boundary of the Property as of the Closing Date.

(x) If applicable, Seller's cure of the matters set forth in Purchaser's title objection letter to Purchaser's satisfaction.

Seller shall fully cooperate with Purchaser in accomplishing the foregoing. If any condition specified in this Section 6(a) is not timely satisfied or waived in writing by Purchaser, Purchaser shall have the right to terminate this Agreement (a "Permitted Termination"), in which event, the Earnest Money Deposits shall be returned to Purchaser and no party shall have any further rights, duties, obligations or liabilities under this Agreement except as specifically set forth in this Agreement. Notwithstanding anything to the contrary, the Closing Conditions are each an express condition precedent to Purchaser's obligations hereunder. In no event shall Purchaser be in default under this Agreement unless and until all of the Closing Conditions have been met.

(b) Seller's obligation under this Agreement to sell the Property is subject to the fulfillment at or prior to the Closing Date of each of the following conditions (or the express, written waiver thereof by Seller):

(i) Purchaser shall have performed in all material respects its obligations contained in this Agreement required to be performed on or prior to the Closing Date.

(ii) Each and every representation and warranty made by Purchaser in this Agreement shall be true and correct in every material respect.

If any condition specified in this Section 6(b) is not timely satisfied or waived by Seller, Seller shall have the right to terminate this Agreement, in which event, the Earnest Money Deposits shall be paid to Seller and no party shall have any further rights, duties, obligations or liabilities under this Agreement except as specifically set forth in this Agreement.

7. **Closing.** If all Closing Conditions are satisfied or expressly waived in writing, the closing of the transactions described in this Agreement (the "Closing") shall be held on or before **December 31, 2026**, at the offices of Purchaser's attorney in Atlanta, Georgia (or by overnight delivery service), by giving Seller at least five (5) business days' prior written notice of the time and date thereof, or, if no such notice is given, at 2:00 p.m. on such date (the "Closing Date"). If the Closing does not occur by said date, then the Closing Date may be extended to **March 31, 2027**, by Purchaser delivering **ONE-HUNDRED and No Hundredths Dollars (\$100.00)** in additional Earnest Money Deposits to the Escrow Agent prior to **December 31, 2026**, which amount shall be non-refundable to the Purchaser, to extend the Closing Date as provided hereunder. Except as set forth herein, if all Closing Conditions are satisfied or expressly waived in writing and the Closing does not occur by said date unless otherwise extended, neither party shall thereafter have any further rights, duties, liabilities or obligations under this Agreement except as expressly set forth herein and the Earnest Money Deposits shall be released to Seller. If all Closing Conditions have not been satisfied or expressly waived in writing by the Closing Date (as extended by agreement), then full amount of Earnest Money Deposits shall be refundable to Purchaser on demand to Escrow Agent at any time after the Closing Date (as extended by agreement).

(a) **Conveyance.** At Closing, Seller shall deposit in escrow a good and sufficient general warranty deed in form acceptable to Purchaser, its counsel and the Title Company, conveying to Purchaser all of Seller's rights and interest in and to the Property, free and clear of all encumbrances, except for the Permitted Exceptions, duly executed by Seller (the "Deed"). Seller shall also execute and deliver the other documents and instruments described in Section 7(e) to convey its other rights, title, and interests in the Property.

(b) **Title Policy.** On the Closing Date, the Title Company shall furnish Purchaser with an ALTA Title Policy issued by the Title Company in the amount of the Purchase Price in its customary form, with all standard exceptions removed ("Title Policy"), which shall insure title to the Property to be good in Purchaser subject only to the Permitted Exceptions. Seller shall obtain, execute and/or deliver such documents and instruments as necessary to satisfy requirements of the Title Company, to delete or remove exceptions, conditions or stipulations to the Title Policy, including but not limited to owner's affidavits, resolutions, releases, and opinions of counsel.

(c) **Prorations.** Property, ad valorem, and any similar taxes and assessments and rents shall be prorated as of the Closing Date with Seller being responsible for any amounts attributed to the Closing Date. Purchaser and Seller agree to re-prorate taxes and assessments after the Closing upon the receipt of the actual tax bill(s). This provision shall survive the Closing of the transaction contemplated by this Agreement. Any prorations to which Purchaser may be entitled by reason of the foregoing shall be credited against the balance of the Purchase Price to be paid at Closing.

(d) **Charges.**

(i) Seller shall be charged the following amounts at Closing: (a) transfer tax payable upon the recording of the Deed and (b) any monetary encumbrances on the Property and recording costs for any associated releases.

(ii) Purchaser shall be charged the following amounts at Closing: (a) the cost of the Title Policy; (b) all preparation and recording costs for the Deed; and (c) the cost of the Survey.

(iii) Each party shall pay its own attorneys' fees, except as otherwise specifically set forth herein.

(iv) If the Property is or was being taxed under an abatement or exemption that will or does result in the assessment of "rollback" taxes at or after Closing, Seller, at Seller's sole expense, shall be responsible for paying the amount of such rollback taxes whenever the same shall be assessed. This covenant shall survive Closing. Seller shall protect, indemnify, hold harmless and defend the Purchaser against any and all liabilities, claims, demands, damages, costs and expenses, including, without limitation, attorneys' fees, costs and expenses, in connection with claims for any such other commissions, finders' fees, brokerage fees or other similar compensation that may be asserted by any person with respect to this transaction. This indemnification shall extend to any and all claims, liabilities, costs and expenses (including attorneys' fees and litigation costs) arising as a result of such claims and shall survive the Closing and the recording of the Deed.

(e) **Deliveries.**

(i) Seller shall deliver the following to Purchaser (duly executed where applicable) through escrow at or prior to the Closing, each of which shall be in form and substance acceptable to Purchaser in its judgment reasonably exercised:

(A) The Deed.

(B) A quitclaim deed from Seller in recordable form conveying to Purchaser title to the Survey description of the Property.

(C) Such other documents and instruments, including easements, as may be required by any other provision of this Agreement or as may reasonably be required to give effect to the terms and intent of this Agreement.

(D) An affidavit in form and substance reasonably satisfactory to the Title Company for the purpose of permitting the Title Company to delete the

standard exceptions from the Title Policy and such other documents reasonably required by the Title Company in connection with the issuance of the Title Policy.

(E) A FIRPTA Affidavit (Certificate of Non-foreign Status) acceptable to the Title Company.

(F) A closing statement identifying the prorations required hereunder and a proration agreement if requested by Purchaser.

(G) A "drop down" certificate, updating the truth and accuracy of Seller's representations and warranties contained herein and indicating any changes which may be required to make those representations and warranties remain true and accurate; provided, however, that if any changes are indicated, then Purchaser shall have the rights as set forth in Section 5(c) above.

(H) Incumbency certificate executed by a duly authorized officer/member/partner of Seller, including the following:

- (i) Address and EIN of Seller.
- (ii) Name of the Officer(s) authorized to sign all of the closing documents.
- (iii) Whether the Seller will affix its corporate seal or have the documents attested by a second Officer.
- (iv) Current Articles of Incorporation/Organization or Certificate of Limited Partnership, together with any amendments;
- (v) Current Bylaws/Operating Agreement/Partnership Agreement, together with any amendments;
- (vi) Certificate of Good Standing dated within 30 days of closing;
- (vii) Resolutions adopted by Seller's governing body authorizing the execution and delivery of this Agreement by Seller, the performance by Seller of its obligations hereunder, the person or Officer(s) executing all closing documents on Seller's behalf to do so, and the consummation of the transactions contemplated hereby.

(ii) Purchaser shall deliver the following to Seller (duly executed where applicable) through escrow at or prior to Closing:

(A) The Purchase Price in available funds.

(B) Resolutions adopted by Purchaser authorizing the execution and delivery of this Agreement by Purchaser, the performance by Purchaser of its obligations hereunder and the consummation of the transactions contemplated hereby.

(C) Such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required to give effect to the terms and intent of this Agreement.

8. **Damage or Condemnation; Risk of Loss.**

(a) Commencing upon the Effective Date and extending through Closing hereunder, the Property shall remain in the same condition as on the date hereof, except, however, for natural wear and tear, condemnation, acts of God and occurrences over which Seller has no control. Seller shall not in any manner disturb, cut or remove any trees, shrubs or bushes from the Property during said period, and the risk of loss for any casualty to said Property shall remain upon Seller. Seller shall maintain the current insurance for the Property against fire and other casualties normally covered by an insurance policy with extended coverage. Pending the Closing, Seller shall maintain the Property, the buildings and improvements thereon, and the mechanical equipment, and personal property of every kind used in the operation thereof in good condition and repair, and deliver the same at Closing in the same condition as presently existing, normal wear and tear excepted. Seller shall not remove any item of monetary value from the Property prior to the Closing, except for the purpose of repair or replacement, and any such repaired item or replacement item shall be included in this transaction.

(b) In the event of the institution of any proceedings, judicial, administrative or otherwise, which shall relate to the proposed taking of any substantial portion of the Property by eminent domain prior to Closing, or should a substantial portion of the Property be damaged by fire or other casualty prior to Closing, Purchaser shall have the right and option to terminate this Agreement at any time prior to Closing by giving Seller notice to such effect at any time after Purchaser's receipt of notice of any such occurrence or occurrences. Seller hereby agrees to furnish Purchaser written notification in respect thereof within forty-eight (48) hours from the Seller's receipt of any such notification. Should Purchaser so terminate this Agreement, then all Earnest Money Deposits shall immediately be returned to Purchaser and, thereupon, the parties hereto shall be released from their respective obligations and liabilities hereunder. In the event Purchaser does not elect to terminate this Agreement because of such taking or casualty, at the Closing hereof, Seller shall assign to Purchaser all of Seller's right, title and interest in any award arising out of such taking, or any insurance proceeds arising out of such fire damage or other casualty, as the case may be. For the purposes of this section, a "substantial" part of the Property shall be such a part which makes the remainder of the Property unsuitable for those uses contemplated by Purchaser.

9. **Notices.** Any notice required or permitted to be given hereunder by the parties shall be delivered personally or served by certified or registered mail or by a nationally recognized overnight carrier or by e-mail to the parties at the mailing addresses and email address set forth below, unless different addresses or email addresses are given by one party to the other:

As to Seller:

**PHG GREENWOOD LAND HOLDINGS, LLC
295 W CROSSVILL RD, SUITE 720
ROSWELL, GA 30075
E-mail Address:**

As to Purchaser:

**DOGWOOD SENIOR VILLAGE II, LP
295 W CROSSVILLE RD, SUITE 720
ROSWELL, GA 30075
ATTN: JOSH THOMASON
E-MAIL ADDRESS: josh@piedmonthousinggroup.com**

With Copy to:

Gregory Q. Clark
Coleman Talley LLP
1 Independent Drive, Suite 3130
Jacksonville, FL 32202
greg.clark@colemantalley.com

As provided in this Section, any notice shall, for all purposes, be deemed given and received: (a) if given by email, when the email is transmitted to the party's email address specified above and such email is further mailed to such party's mailing address by that transmitting party; (b) if hand delivered to a party, upon delivery to the party specified above; (c) if given by a nationally recognized and reputable overnight delivery service, the day on which delivery is made or attempted by such delivery service; or (d) if given by certified mail, return receipt requested, postage prepaid, upon delivery to the party specified above. Unless directed otherwise by prior written notice, counsel for Purchaser and Seller may send written notices required or permitted by this Agreement directly to the other party so long as they simultaneously provide such party's counsel with a copy of any such direct communication, such communications being expressly permitted by Purchaser, Seller and their respective counsel.

10. **Remedies.**

(a) In the event that Purchaser defaults in its obligation to proceed to the Closing of the transaction contemplated by this Agreement, Seller shall be entitled to terminate this Agreement and receive the Earnest Money Deposits as liquidated damages, in lieu of all other remedies available to Seller at law or in equity for such default. Seller and Purchaser agree that the damages resulting to Seller as a result of such default by Purchaser as of the date of this Agreement are

difficult or impossible to ascertain and the liquidated damages set forth in the preceding sentence constitute Seller's and Purchaser's reasonable estimate of such damages.

(b) In the event Seller shall default in the performance of any of its covenants, agreements, warranties or obligations hereunder, Purchaser shall elect, as its sole remedy for failure to Close (except as provided below), either: (i) waive the obligations of Seller in writing; (ii) extend the time for performance by such period of time as may be mutually agreed upon in writing by the parties hereto; (iii) terminate this Agreement and recover the Earnest Money Deposits and Purchaser's out-of-pocket costs and expenses incurred by Purchaser in connection with this Agreement and Purchaser's Due Diligence Investigation of the Property (including, without limitation, legal fees and expenses and court and other costs and expenses of negotiating and enforcing this Agreement), in which event Purchaser and Seller shall have no further obligations hereunder except under provisions of this Agreement which expressly survive the expiration or termination hereof; or (iv) take any and all legal actions necessary to compel Seller's specific performance hereunder (it being acknowledged that damages at law alone would be an inadequate remedy) to consummate the transaction contemplated by this Agreement in accordance with the provisions of this Agreement together with recovery of damages in connection therewith and costs and expense of seeking to enforce specific performance, including without limitation, court costs and legal fees. If any action at law or in equity is brought to enforce or interpret the provisions of this agreement, the Purchaser shall be entitled to recover from Seller attorney's fees, costs and expenses in connection therewith, which fees, costs and expenses may be set by the court in the trial or appeal of such action or may be enforced in a separate action brought for that purpose and which fees shall be in addition to any other relief which may be awarded.

11. **Miscellaneous.**

(a) **Broker's Commission.** Purchaser has neither consulted with nor used any broker in connection with this agreement for which it shall owe a commission. Seller shall be responsible for and pay any commissions due any broker in connection with the purchase and sale of the property. Seller shall protect, indemnify, hold harmless and defend the Purchaser against any and all liabilities, claims, demands, damages, costs and expenses, including, without limitation, attorneys' fees, costs and expenses, in connection with claims for any such other commissions, finders' fees, brokerage fees or other similar compensation that may be asserted by any person with respect to this transaction. This indemnification shall extend to any and all claims, liabilities, costs and expenses (including attorneys' fees and litigation costs) arising as a result of such claims and shall survive the Closing and the recording of the Deed or the termination of this Agreement, as the case may be.

(b) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) **Assignment of Agreement by Purchaser.** Purchaser shall have the right to assign its rights and to delegate its duties under this Agreement without notice to or consent from Seller.

(d) Unenforceability. If any provisions of this Agreement or the application thereof to any part or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(e) Section Headings. The section headings contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of this Agreement.

(f) Time. Time is of the essence of this Agreement and in the performance of the covenants and provisions hereof.

(g) Exhibits. All exhibits referred to in, and attached to, this Agreement are hereby made a part of this Agreement.

(h) Date of Performance. If the date for performance of any act or deadline for required notice under this Agreement falls on a Saturday, Sunday or federal holiday, the date for such performance or required notice shall automatically be extended to the first succeeding "business day" (a day which is not a Saturday, Sunday or federal holiday).

(i) Governing Law. This Agreement shall be governed by and construed in accordance with the internal, substantive laws of the **STATE OF SOUTH CAROLINA**.

(j) Facsimile, PDF, and Counterpart Signatures. Executed facsimile or PDF copies of this Agreement or any amendments hereto shall be binding upon the parties, and facsimile or PDF signatures appearing hereon or on any amendments hereto shall be deemed to be original signatures. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(k) Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by Seller to Purchaser at Closing, each party mutually agrees to perform, execute and deliver, but without any obligation to incur any additional liability or expense, on or after the Closing any further deliveries and assurances as may be reasonably necessary, appropriate, convenient, useful or desirable to effectively carry out the intent of this Agreement or to further perfect the conveyance, transfer and assignment of the Property to Purchaser. Seller agrees to cooperate with Purchaser, in all reasonable respects relating to Purchaser's applications for development approvals during the term of this Agreement. This cooperation shall include, but not be limited to, the signing of any applications for approvals and/or permits, answering of questionnaires, or other actions.

(l) Possession. Seller shall grant possession of the Property to Purchaser on the date of Closing.

(m) Survival. This Agreement, and all representations and warranties of Seller and Purchaser, shall not be merged into the documents executed at Closing, and shall survive the Closing.

(n) Entire Agreements. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated hereby, and all prior agreements, letters of intent, term sheets, proposals, offers, counter-offers, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision thereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the parties against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

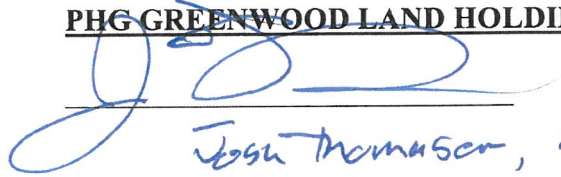
(o) Restriction on Sale of Other Property. Neither Broker, Seller, its trustee, its beneficiaries nor any affiliate of the foregoing including without limitation any entity in which any of the foregoing is a member, partner, manager, officer, shareholder or owner, (collectively, the "Seller Parties") shall execute any contract, agreement, offer, option, lease or deed with respect to any other property owned by the Seller Parties located within the borders of the County of Anderson, South Carolina prior to (or having an effective date on or before) May 15, 2026 which could be used for an application for housing Tax Credits from the State Credit Agency.

[Remainder of Page Intentionally Blank – Signatures on Next Pages]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

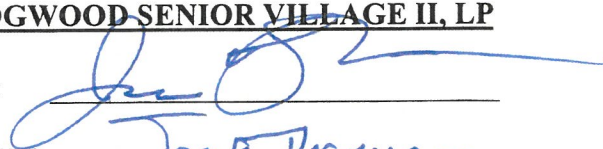
SELLER:

PHG GREENWOOD LAND HOLDINGS, LLC


Josh Thomas, Manager

PURCHASER:

DOGWOOD SENIOR VILLAGE II, LP

By: 

Name: Jos A Thomas

Title: Authorized Representative

EXHIBIT A

LEGAL DESCRIPTION

All that certain 14.80 acres, more or less, being a that certain tract or parcel of land situated and lying off Mathis Rd in Greenwood, Greenwood County, South Carolina, as depicted on the drawing attached on the following page and incorporated herein, and being that certain real property possessing Tax ID 6846-016-831.

The final legal description for the Land shall be modified and finalized according to the Survey.

Greenwood County, SC - Property Report 2/5/2026

Parcel ID	Property Address	Description
6846-016-831	1375 Mathis Rd	TRACT B (14.80AC)



Owner Information

Owner Name	PHG GREENWOOD LAND HOLDINGS LLC
Mailing Address	295 W CROSSVILLE RD STE720
City, State	ROSWELL, GA 30075-0000
Zip	



Mobile
Maps and
Information



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Parcel Information

Subdivision	FEMA LOMA	On Lake Gwd	Deed	Plat	Purchase Date
	No	No	<u>1631-2456</u>	<u>158-100</u>	2/17/2022

Improvements

Year Built	Square Ft	Bedrooms	Bathrooms	Half Baths	Fin Bsmt SqFt	Unfin Bsmt SqFt
0	0	0	0	0	0	0

Assessor Information

Appraised by	Tax District	Tax Exempt	Assessed Value
County	6-Greenwood Metro		60

Assessor Valuation

Tax Value - Land	Cap Value - Land	Fair Market Value - Land
\$900,000	\$0	\$900,000
Tax Value - Improvements	Cap Value - Improvements	Fair Market Value - Improv.
\$0	\$0	\$0
Tax Value - Total	Cap Value - Total	Fair Market Value - Total
\$900,000	\$0	\$900,000

Recent Sales							
Seller Name	Buyer Name	Sale Date	Sale Type	Sale Price	Description	Deed	Plat
Central Trust Company	Phg Greenwood Land Holding	2/17/2022	Family/Inter-Company	\$5,000	23.903 AC	<u>1631-2456</u>	<u>102-147</u>
Greenwood Mills Inc	Central Trust Company	7/14/1997	Family/Inter-Company	\$52,500	23.903 AC	<u>487-150</u>	<u>102-147</u>

Property Tax History					
Owner Name	Base Amount	Net Amount	Tax Year	Status	Date Paid
PHG GREENWOOD LAND HOLDING	\$41.36	\$41.36	2025	Paid	1/6/2026
PHG GREENWOOD LAND HOLDING	\$41.36	\$41.36	2024	Paid	1/7/2025
PHG GREENWOOD LAND HOLDING	\$41.36	\$41.36	2023	Paid	12/11/2023
CENTRAL TRUST COMPANY	\$69.65	\$69.65	2022	Paid	12/16/2022
CENTRAL TRUST COMPANY	\$59.65	\$59.65	2021	Paid	1/14/2022
CENTRAL TRUST COMPANY	\$60.49	\$60.49	2020	Paid	1/13/2021
CENTRAL TRUST COMPANY	\$50.49	\$50.49	2019	Paid	1/14/2020
CENTRAL TRUST COMPANY	\$50.49	\$50.49	2018	Paid	1/8/2019
CENTRAL TRUST COMPANY	\$50.49	\$50.49	2017	Paid	1/12/2018
CENTRAL TRUST COMPANY	\$50.54	\$50.54	2016	Paid	1/11/2017

RECORDED DEED

202200001565
E-Filed for Record in
GREENWOOD COUNTY SC
CHASTITY COPELAND, COUNTY CLERK
February 22, 2022 09:55:24 AM
DEED
County: \$5.50 \$15.00
State: \$13.00
BOOK: 1631 PGS: 2456 - 2463

After recording, return to:

Gregory Clark
Coleman Talley LLP
1 Independent Dr., Suite 3130
Jacksonville, FL 32202
File No.: 19001.011

STATE OF SOUTH CAROLINA
COUNTY OF GREENWOOD

LIMITED WARRANTY DEED

THIS INDENTURE made as of the 18th day of February 2022, between **CENTRAL TRUST COMPANY**, a South Carolina corporation (hereinafter referred to as "GRANTOR"), and **PHG GREENWOOD LAND HOLDINGS, LLC**, a South Carolina limited liability company (hereinafter referred to as "GRANTEE").

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey, unto the said GRANTEE, all of GRANTOR'S right title and interest in certain real property located in the City of Greenwood, Greenwood County, South Carolina, being more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit, and behoof of the said GRANTEE forever in Fee Simple; subject to those easements, covenants, restrictions and other matters (hereinafter referred to as "Permitted Exceptions") as set forth on Exhibit "B" attached hereto and incorporated herein by this reference.

Grantor will warrant and forever defend the right and title of the above-described property unto the Grantee against the claims of persons holding, by through or under Grantor, other than the Permitted Exceptions, and not otherwise.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, GRANTOR has signed and sealed this Limited Warranty Deed, the day and year first above written.

Signed, sealed and
delivered in the presence of:

GRANTOR:

CENTRAL TRUST COMPANY,
a South Carolina corporation

By: Furman C. Self
Furman C. Self

Its: President

Sheila S. Taylor
Witness #1
Printed Name: Sheila S. Taylor

Emily Rodgers
Witness #2
Printed Name: Emily Rodgers

STATE OF South Carolina

COUNTY OF Greenwood

)
)

ACKNOWLEDGMENT

I, Joyce P. Boone, a Notary Public for the County and State, aforesaid, do hereby certify that Furman C. Self, President of Central Trust Company, a South Carolina corporation, personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal this 17th day of February 2022.

Joyce P. Boone (L.S.)
Notary Public for South Carolina
Joyce P. Boone
Print Name of Notary Public
My Commission Expires: 12/17/2023

[SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION

All that certain piece, parcel or tract of land lying and being in the County of Greenwood, State of South Carolina and being more particularly shown and described as Tract B, 14.50 acres, as shown on plat prepared by Piedmont Surveying, Inc. dated January 29, 2022 and recorded on February 11, 2022 in Plat Book 158 at Page 100 in the Greenwood County Records.

This being also described by metes and bounds as follows:

Beginning at a new # 4 rebar, having South Carolina State Plane Coordinates N: 868491.6, E: 1640765. 7, and being a corner common with the Right of Way Mathis Road, property of Central Trust Company, and the herein described tract; thence along the property of Central Trust Company and the herein described tract the following metes and bounds; thence S 76°28'52 W a distance of 119.61'to an new # 4 rebar; thence S 18°55'10 W a distance of 143.35'to an new # 4 rebar; thence N 71°16'19 W a distance of 288.53'to an new # 4 rebar; thence N 81°13'25 W a distance of 156.19'to an new # 4 rebar; thence S 14°10'32 W a distance of 419.03'to an new # 4 rebar; thence S 14°10'32 W a distance of 7.17'to a point in the center of Rocky Creek, being a corner common with property of Central Trust Company, property of Beattie Development, LLC, and the herein described tract; thence along the center line of Rocky Creek, the property of Beattie Development, LLC, and the herein described tract the following metes and bounds; N 85°47'07 W a distance of 17.74'to a point in the creek; thence N 72°36'50 W a distance of 17.21'to a point in the creek; thence S 84°57'18 W a distance of 76. 75'to a point in the creek; thence N 64°07'01 W a distance of 56.89'to a point in the creek; thence S 86°21 '55 W a distance of 55.14'to a point in the creek; thence N 87°24' 49 W a distance of 102.80'to a point in the creek; thence S 80°52' 48 W a distance of 107.81'to a point in the creek; thence S 73°19'52 W a distance of 62.38'to a point in the creek; thence S 64°38'43 W a distance of 43.41'to a point in the creek; thence N 85°26'05 W a distance of 32.01'to a point in the creek; thence S 76°52' 48 W a distance of 55.81 'to a point in the creek; thence S 68°30'22 W a distance of 43.50'to a point in the creek; thence S 88°54'31 W a distance of 101.95'to a point in the creek, being a corner common with property of Beattie Development, LLC, Right of Way Center Street, property of GMI Holdings, Inc. and the herein described tract; thence along property of GMI Holdings, Inc., and the herein described tract N 27°36'28 E a distance of 1024.14'to an old # 4 rebar, being a corner common with GMI Holdings, Inc. property of George B. Wilson, and the herein described tract; thence along the property of George B. Wilson, and the herein described tract S 73°05'49 E a distance of 581.27'to an old 1" pipe, being a corner common with property of George B. Wilson, property Of Allen Ware, and the herein described tract; thence along property of Allen Ware, and the herein describe tract S 73°04'19 E a distance of 120.21 'to an old ½" pipe, being a corner common with Allen Ware, property of Renita B. Coleman, and the herein described tract; thence along property of Renita B. Coleman, and the herein described tract S 73°38'18 E a distance of 288.00' to an old ¾" pipe, being a corner common with the property of Renita B. Coleman, Right of Way Mathis Road and the herein described tract; thence along the Right Of Way of Mathis Road and the herein described tract S 13°52'23 E a distance of 109.38'to a the point of Beginning and containing 14.50 acres.

This being a portion of the property conveyed to the Grantor by Greenwood Mills, Inc., a South Carolina corporation pursuant to that certain Deed dated July 14, 1997, and recorded July 16, 1997, in Book 487, Page 150, aforesaid records.

Tax Map Number: 6846-016-831

Grantee Address:

**295 W Crossville Rd
Suite 720
Roswell, GA 30075**