

## REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into as of the date the last party executed this Agreement ("Effective Date"), by and between Marvin J. Strickland, an Individual, and Strickland Holdings, Inc., a Georgia corporation (collectively, Marvin J. Strickland, Strickland Holdings, Inc., and any Related Party, as the same is defined herein, hereinafter referred to as "Seller") and Mayor and Councilmembers of the City of Pooler, a municipal corporation organized under the laws of the State of Georgia (hereinafter referred to as "Purchaser"), each a "Party" and collectively sometimes referred to herein as the "Parties".

### WITNESSETH:

#### 1. Agreement to Buy and Sell.

Seller is lawfully seized in that certain real property located in Chatham County, Georgia, located at 305 West Highway 80, Pooler, Chatham County, Georgia, and further referenced as Parcel Identification Number 50003 07004; all that certain tract of land 103 Chestnut Street, Pooler, Chatham County, Georgia, and further referenced as Parcel Identification Number 50003 07005; and all that certain tract of land 311 West Highway 80, Pooler, Chatham County, Georgia, and further referenced as Parcel Identification Number 50003 07006, and being the same property described in the following conveyances to Seller: (i) Warranty Deed from Thomas Clyde Strickland, Sr. to Marvin J. Strickland, dated February 22, 1994, and recorded on February 25, 1994 in Deed Book 165-O, Page 288, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, and (ii) Warranty Deed from James Edwin Jones to Strickland Holdings, Inc., a Georgia corporation, dated July 15, 2002, and recorded on July 16, 2002 in Deed Book 237-T, Page 670, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, together with all improvements located thereon, including all plants, shrubs, and trees located thereon, and together with all rights, ways, and easements appurtenant thereto, including, without limitation, all of Seller's right, title, and interest in and to the land underlying, the air space overlying, and any public or private ways or streets crossing or abutting said real estate (collectively the "Property").

Seller hereby agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the Property, being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

2. Earnest Money. Within five (5) business days of the Effective Date of this Agreement, Purchaser shall deposit with The Ratchford Firm, hereinafter known as "Escrow Agent", the sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) as earnest money (the "Earnest Money"). The Earnest Money shall be held in escrow by Escrow Agent in a non-interest bearing account and credited against the Purchase Price (as hereinafter defined) due Seller pursuant to Paragraph 3 hereof at the consummation of the sale by Seller and the purchase by Purchaser of the Property in accordance herewith (herein referred to as the "Closing") or paid as otherwise provided herein.

3. Purchase Price. Purchaser shall pay to Seller in cash, check or wired funds in United States currency the purchase price (the "Purchase Price") for the Property of One Million Six Hundred Thousand and No/100s Dollars (\$1,600,000.00), which said Purchase Price is allocated as follows: (i) Three Hundred Thousand and No/100s Dollars (\$300,000.00) for 305 West Highway 80, Pooler, Chatham County, Georgia, and further referenced as Parcel Identification Number 50003 07004; (ii) Six Hundred Thousand and No/100s Dollars (\$600,000.00) for 103 Chestnut Street, Pooler, Chatham County, Georgia, and further referenced as Parcel Identification Number 50003 07005 and (iii) Seven Hundred Thousand and No/100s Dollars (\$700,000.00) for 311 West Highway 80, Pooler, Chatham County, Georgia, and further

referenced as Parcel Identification Number 50003 07006. The Purchase Price, subject to adjustments and prorations as provided herein, shall be paid by immediately available funds at Closing. Purchaser shall have the right to have separate closings on each tract based on the above allocation provided, in any event, all tracts shall close simultaneously.

4. Examination of Title. Purchaser may obtain, at Purchaser's expense, an ALTA title insurance commitment issued by Weiner, Shearouse, Weitz, Greenberg & Shawe, LLP ("Title Company") as an authorized agent of a nationally recognized title company, in order for Purchaser to review the status of title of the Property. Purchaser may obtain a survey meeting ALTA standards and minimum technical standards in accordance with Georgia law. Purchaser shall pay the premium with respect to an owner's title policy to be issued from the title commitment. Seller covenants to convey to Purchaser at Closing good and marketable fee simple title in and to the Property subject to that certain Georgia Underground Storage Tank (GUST) Trust Fund Corrective Action Agreement, by and between the Environmental Protection Division of the Georgia Department of Natural Resources, and Strickland Oil Company, a Georgia Corporation, EPD-2024-GUST-CAA-302305, dated May 21, 2024 (the "Corrective Action Agreement"). For the purposes of this Agreement, "good and marketable fee simple title" shall mean fee simple ownership which is: (i) free of all defects, claims, liens and encumbrances of any kind or nature whatsoever other than the Permitted Exceptions (for the sake of clarity, the Parties agree the definition of Permitted Exceptions shall include the Corrective Action Agreement); and (ii) insurable by a title insurance company reasonably acceptable to Purchaser, at then current standard rates under the standard form of ALTA owner's policy of title insurance with the standard printed exceptions therein deleted and without exception other than for the Permitted Exceptions. For the purposes of this Agreement, the term "Permitted Exceptions" shall mean: (i) current city, state and county ad valorem taxes not yet due and payable; and (ii) such other matters of record as are approved (or deemed approved) by Purchaser as provided in this Section 4 set forth below; (iii) the Corrective Action Agreement; (iv) the existing filled tank located under the foundation of building located at 305 Hwy 80 which has been filled with inert material; and the collapsed and buried swimming pool residue. For clarification, Permitted Exceptions shall not include any deed restrictions, covenants or the like to which Purchaser objects.

In no event shall any deed to secure debt, mortgage, deed of trust, lien or other matters which can be satisfied by the payment of money be a Permitted Exception. Purchaser shall have until the expiration of the Due Diligence Period in which to examine title and survey to the Property and in which to give Seller written notice of objections which render Seller's title to the Property less than good and marketable fee simple (the "Initial Title Objection Notice"). Thereafter, Purchaser shall have until the Closing Date in which to reexamine title and survey to the Property and in which to give Seller written notice of any additional objections disclosed by such reexamination so long as such matters was not disclosed by the initial title examination of Purchaser or initial survey received by Purchaser (the "Subsequent Title Objection Notices" and collectively with the Initial Title Objection Notice, the "Title Objection Notices").

Seller shall, within Five (5) Business Days after receipt of any Title Objection Notice, give Purchaser written notice of the title objections, if any, that Seller will not satisfy; provided, however, Seller shall be obligated to cure or resolve all liens, deeds of trust, and other monetary encumbrances, which can be cured by the payment of money. Failure of Seller to respond to a Title Objection Notice shall be deemed to be Seller's election to not cure objections in such Title Objection Notice. Upon Seller's notification to Purchaser of its refusal or inability to cure any exception to title or refusal to cure such exceptions, whether by written notice or failure to notify, then within Ten (10) Business Days following Purchaser's receipt of such notice from Seller or no notice, Purchaser may either: (x) terminate this Agreement upon written notice to Seller, in which event the Earnest Money shall be refunded to Purchaser immediately upon request, all rights and obligations of the parties under this Agreement shall expire (except for such obligations that expressly survive the termination of this Agreement), and this Agreement shall become

null and void; or (y) elect to purchase the Property without offset against the Purchase Price for any such exception.

Seller shall have until the Closing Date in which to satisfy all valid objections specified in the Title Objection Notices that Seller has elected to cure, if any. If Seller fails to satisfy any such valid objections on or before the Closing Date, then, at the option of Purchaser, Purchaser may: (i) terminate this Contract, in which event, the Earnest Money shall be refunded to Purchaser immediately upon request, this Agreement shall be null and void, and none of the parties hereto shall have any further rights or obligations except for those obligations that expressly survive the termination of this Agreement.; or (ii) waive such satisfaction and performance and consummate the purchase and sale of the Property; or (iii) with approval of the Seller, extend the Closing Date for a one time period of thirty (30) days, during which time Seller shall attempt to cure such title and survey objections, if possible. In the event of an extension of the Closing Date by Purchaser under clause (iii) above, and a subsequent failure of Seller to cure any valid title and survey objection, Purchaser may then elect between the alternatives specified in clauses (i) and (ii).

In addition, from and after the date of this Agreement until the termination of this Agreement or Closing of the Property, Seller shall not execute any agreement, document or other encumbrance that will bind the Property or Purchaser after the Closing Date (a "New Defect") without the Purchaser's written consent, with such consent shall not to be unreasonably withheld, conditioned or delayed. Seller shall be obligated to cure and satisfy of record all New Defects, unless Purchaser has consented in writing to such New Defects, which consent shall not to be unreasonably withheld, conditioned or delayed. New Defects shall not include transfers and/or assignments to Related Parties as defined herein for purposes of the sale of the Property.

5. Inspection and Review. Purchaser, its agents and representatives, at Purchaser's expense and at all times on or before August 15, 2025 ("Due Diligence Period"), shall have the right , to enter upon the Property for the purpose of inspecting, examining, boring, testing, and surveying the Property, including, at Purchaser's discretion, a Level One Environmental Study (or such more invasive testing if recommended by the Level One Environmental Study). Purchaser assumes all responsibility for the acts of Purchaser, its agents, and representatives in exercise of the rights granted by this paragraph. Purchaser agrees to and shall promptly repair and restore any and all damage caused to the Property arising out of or related to the exercise of the rights granted to Purchaser by this Section. Purchaser shall have until the expiration of the Due Diligence Period to decide in its sole and absolute discretion whether the Property is satisfactory for Purchaser's acquisition. If Purchaser determines that the Property, for any reason, INCLUDING WITHOUT LIMITATION, ECONOMIC VIABILITY OF PURCHASER'S INTENDED USE OF THE PROPERTY, is not satisfactory, then Purchaser may void this Agreement by written notice to Seller on or before the expiration of the Due Diligence Period, upon such occurrence neither Purchaser nor Seller shall have any further obligations hereunder, except for those obligations that expressly survive the termination of this Agreement, and all Earnest Money shall be returned to Purchaser.

The Earnest Money shall be nonrefundable after the expiration of the Due Diligence Period except as otherwise expressly provided for in this Agreement. The Earnest Money shall be held in escrow by Escrow Agent in a non-interest bearing account and credited against the Purchase Price at the Closing or disbursed as otherwise provided for in this Agreement.

Within Ten (10) days of execution of this Agreement (or prior to execution hereof if previously delivered), Seller shall provide one copy of each of the materials listed on Exhibit "B" ("Due Diligence Materials") to Purchaser with respect to the Property to the extent same are in Seller's possession or control and not previously provided to Purchaser.

All such Inspection and Review activities of Purchaser or Purchaser's agents on the Property shall assume all risks in conducting any Inspection and Review and the same shall be at Purchaser or Purchaser's agents sole risk except caused by the negligence gross negligence, or willful misconduct of the Seller or its agents and/or representatives.

During any Inspection and Review activities of Purchaser, Purchaser nor Purchaser's agents shall interfere with any remedial plans or measures installed, operating and approved pursuant to the Corrective Action Agreement, to include monitoring wells.

6. Seller Representations: In order to induce Purchaser to enter into this Agreement and to purchase the Property, in addition to warranties, representations, covenants, and undertakings contained elsewhere in this Agreement, Seller hereby makes the following representations, warranties and covenants, each of which is material and is relied upon by Purchaser, but each being limited as stated herein, and each of which shall be true and complete as of the date of execution of this Agreement and as of the Closing Date:

a. Authority of Seller. Seller has the right, power and authority and shall continue to have right, power and authority to enter into this Agreement and to sell the Property in accordance with the terms and conditions hereof. This Agreement, when executed and delivered by Seller, will be a valid and binding obligation of Seller in accordance with its terms. Seller is duly organized, validly existing and in good standing under the laws of the State of Georgia, and Seller has all power and authority necessary for it to execute and deliver this Agreement and perform its obligations hereunder.

b. Seller is the owner of the fee simple title to the Property, and all of the improvements located thereon, and it will forever warrant and defend the title to said Property against claims by, through or under Seller by conveyance of the Property by limited warranty deed to Purchaser as to title only, all improvements located on such property transferred "AS-IS, WHERE-IS".

c. No Bankruptcy. Seller is not a party to any voluntary or involuntary proceedings under any applicable laws relating to the insolvency, bankruptcy, moratorium or other laws affecting creditors' rights to the extent that such laws may be applicable to Seller.

d. Litigation. To the best knowledge of Seller, based on written notice actually received, there are no actions, suits, or proceedings pending or, to Seller's actual knowledge, threatened in writing against Seller with respect to the Property or otherwise materially affecting any portion of the Property, at law or in equity, or before or by any federal, state, municipal, or other governmental court, department, commission, board, bureau, agency, or instrumentality, domestic or foreign except the Corrective Action Agreement.

e. Condemnation. Seller has not received written notice of any pending or, to Seller's actual knowledge, threatened condemnation or eminent domain proceedings which would affect the Property or any part thereof.

f. Foreign Person. Seller is not a "foreign person" as defined by the Internal Revenue Code, Section 1445.

g. Title; No Options. Seller holds fee simple title to the Property. Seller's interest in the Property is not subject to any outstanding agreement of sale, purchase option, or right of first refusal.

h. No Leases/No Occupants. There are no leases, licenses, or, other agreements for use, occupancy or possession presently in force with respect to all or any portion of the Property.

i. Mechanic's Liens. To Seller's actual knowledge, no work has been performed or is in progress at, and no materials have been furnished to, the Property, which, though not presently the subject of, are unpaid and might give rise to construction, mechanic's, materialman's, municipal or other liens against the Property or any portion thereof, except that for which full and complete releases have been obtained. Seller shall sign a customary Seller's title affidavit as may be required for the Title Company to issue its Title Policy without exception for liens and if any lien is filed after Closing, arising from work at the Property performed prior to Closing, then Seller shall promptly discharge same.

j. Compliance with Existing Laws. Seller will possess all licenses, certificates, permits and authorizations (hereinafter "Authorizations") of any kind required to transfer the Property, copies of these Authorizations shall be supplied to Purchaser when available upon request. To best of Seller's knowledge based on written notice actually received and without duty to investigate, Seller is not in violation of, and has not received notice of the violation of, any applicable building, zoning, or other ordinances, resolutions, statutes or regulations of any government, governmental agency, including but not limited to environmental control agencies, in respect to the use and condition of the Property.

k. No Encroachments. To the best knowledge of Seller's knowledge based on written notice actually received and without duty to investigate, no structure of any kind encroaches on the land, nor do any other encroachments exist to the limited knowledge of the Seller. Property is sold "AS-IS, WHERE-IS" without regard to any encroachments found.

l. No Defaults. To the best knowledge of Seller, based on written notice actually received and without duty to investigate, neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will: (a) conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which Seller is a party; or (b) violate any restriction to which Seller is subject; or (c) constitute a violation of any applicable code, resolution, law, statute, regulation, ordinance, rule, judgment, decree, or order; or (d) result in the acceleration of any deed of trust or note pertaining to the Property or the cancellation of any contract or lease pertaining to the Property; or (e) result in the creation of any lien, charge, or encumbrance including any roll-back taxes upon any of the properties or assets to be sold or assigned to Purchaser pursuant to the provisions of this Agreement.

m. Environmental. With the exception of the Corrective Action Agreement, Seller has received no written notice of environmental violations affecting the Property, Seller regulatory approvals and remediation requirements relating to the protection of the environment. Seller has received no written notification that Seller is a potentially responsible party under Section 107 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"). Other than the Corrective Action Agreement, Seller has not received written notification from any state or local government under any similar provisions of state or local law. To the best of Seller's knowledge based on written notice actually received and without duty to investigate, no toxic, explosive or otherwise "hazardous substance," as that term is defined in Section 101(14) of CERCLA, or petroleum (including crude oil or any fraction thereof) has been discharged, deposited, dumped, spilled, leaked or placed into, on or under the Property at any time either prior to or after the date Seller acquired title to the Property with the exception of the release indicated in the Corrective Action Agreement.

n. Further Acts of Seller. On or before the Closing Date, Seller will do, make, execute and deliver all such additional and further acts, things, deeds, instruments and documents as may be reasonably required by Purchaser to completely vest in and assure to Purchaser full rights in or to the Property,. As of the date of closing, the warranties and representations of Seller shall be true and accurate.

o. To the best of Seller's knowledge by written notice actually received and without duty to investigate, the Property has never been used as a land fill for the disposal, storage or treatment of "hazardous substance" as such term is defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

p. Other than the Corrective Action Agreement there will be no contracts affecting the Property and no other person, firm, corporation, or other entity has any right or option to acquire the Property, any portion thereof, or any interest therein. Possession of the Property will be delivered to the Purchaser at Closing.

q. To the best of Seller's knowledge by written notice and without duty to investigate, the Property has not been previously used as a landfill, cemetery or burial ground or as a dump for garbage or refuse.

r. The execution and delivery of this Agreement and the other Closing Documents to be executed and delivered by Seller and the performance by Seller of Seller's duties and obligations under this Agreement and the other Closing Documents to be executed and delivered by Seller are consistent with, and not in violation of, and will not create any adverse condition under any contract, agreement, or other instrument to which Seller is a party, any judicial order or judgment of any nature by which Seller is bound, or the organizational documents of Seller.

s. Seller will pay, or cause to be paid promptly when due, all taxes, impositions, all sewer and water charges, and all other governmental charges levied or imposed upon or assessed against the Property prior to the date of Closing, prorated for the tax year 2025 and will pay or cause to be paid all expenses incurred in the use, occupancy, and operation the Property.

t. Seller currently has in place and will continue to carry up to the Closing public liability insurance, casualty insurance for the full replacement cost of the improvements, and other insurance coverage with respect to its Property as would be customarily carried by prudent owners or operators of properties similar to the Property in markets in which such Property is located and each of such insurance policies is in full force and effect and all premiums due and payable thereunder were fully paid when due.

u. Seller shall and does hereby indemnify, defend, and hold harmless Buyer from and against the claims, demands, actions, and judgments of any and all brokers, agents, and other persons or entities alleging a commission, fee, or other payment to be owing in connection with any lease.

v. Between the Effective Date and the Closing Date, Seller will make all payments of principal and interest and all other payments required under the existing financing of the Property. On or before the Closing, Seller shall satisfy all debts secured by the Property or other liens or judgments filed against the Property.

w. Seller shall promptly deliver to Buyer written notice of any casualty or condemnation or taking involving the Property.

x. During the term of this Agreement, Seller shall not market the Property to third parties nor enter into any agreement to sell or option the Property or any portion thereof to any third-party.

y. Seller's Social Security Number and/or Federal Employer Tax Identification Number is \_\_\_\_\_(to be provided for each Seller as their interest may be)\_\_\_\_\_.

z. Seller is not in violation or default with respect to any contract, indenture, deed of trust, or loan to which it is a party or by which it is bound, which violation or default would interfere with the ability of Seller to execute, deliver, or perform its obligations under this Agreement and/or the Closing Documents required to be executed by Seller.

aa. Between the Effective Date and Closing, Seller shall not make or enter into any leases or other agreement concerning the Property or for the use, occupancy or possession of all or any part of the Property.

bb. Seller has not intentionally misstated or misrepresented any material fact or intentionally failed to state facts in connection with this Agreement or in any other Closing Document, the inclusion of which would make any statement or representation misleading.

cc. Seller provided Purchaser with all information relating to the Corrective Action Agreement.

Wherever in this Agreement any covenant, representation, or warranty is made to the knowledge, belief, or awareness of Seller without duty to investigate, such knowledge shall be deemed to be the actual knowledge of **Marvin J. Strickland based on and evidenced by written notice actually received by Marvin J. Strickland (and/or Kent Strickland as to any knowledge concerning the Corrective Action Agreement only)**.

The representations and warranties contained herein shall be true, complete, accurate and effective as of the date of this Agreement and as of Closing and shall survive Closing, as limited herein, for a period of one (1) year. Property is sold "AS-IS, WHERE-IS". Purchaser shall have full rights to perform due diligence of Purchaser's determination.

Seller shall indemnify and hold Purchaser harmless from any cost, damages or liabilities, including reasonable attorney's fees arising out of or in any way related to any breach of any representation and warranty contained herein.

Further as a condition precedent to Purchaser's obligation to proceed with Closing, the above representations and warranties shall be true and correct on the date of Closing and Seller shall deliver a certificate (the "Bringdown Certificate") stating that such representations and warranties in this Section 6 remain true and correct or which, if any, are no longer true and correct. If the Bringdown Certificate discloses any changes the Purchaser may terminate this Agreement or may proceed with Closing and accept any such changes. Furthermore, and notwithstanding anything to the contrary herein, Strickland Oil Company, a Georgia corporation, its shareholders, successors and assigns by merger or otherwise, agree to indemnify and hold Purchaser harmless from all costs, loss, expenses, fees, inconvenience incurred or suffered by Purchaser concerning any default of Strickland Oil Company under the provisions of the Corrective Action Agreement, including all legal expenses. So long as the City's indemnification is not qualified, conditioned or delayed by Strickland Oil Company's third party reimbursement claim, Strickland Oil Company shall retain all rights to seek damages and reimbursement for any cost, loss, expense, fee, charges for inconvenience incurred by Strickland Oil Company, Purchaser, or Seller arising out of the negligence of any third party, including all attorney fees. The indemnification provided herein

by Strickland Oil Company shall survive Closing by a period of one (1) year from Date of Closing or Strickland Oil Company obtains a “NO FURTHER ACTION REQUIRED” letter pertaining to the corrective action plan, whichever occurs later.

7. Conditions Precedent. The Purchaser’s obligation to purchase the Property hereunder is expressly made subject to the satisfaction (or waiver by Purchaser) in Purchaser’s sole discretion of the following (the “Conditions Precedent”) prior to Closing: (i) Seller shall have timely performed, observed and complied with all of the covenants, agreements and conditions required by this Agreement to be performed, observed and complied with by Seller prior to the Closing; ; (ii) All limited representations and limited warranties of Seller set forth herein are true and correct as of the Closing Date; (iii) At the Closing, Seller will be able to convey to Purchaser good, indefeasible and marketable fee simple title to the Property, free and clear of all mortgages, liens, encumbrances, restrictions, rights-of-way, easements, judgments and other matters affecting title, in “AS IS” condition, subject to the Permitted Exceptions. If any of the conditions set forth in this Section 7 have not been duly satisfied in Purchaser’s sole discretion by the date of Closing, then the Purchaser may either terminate this Agreement by written notice to Seller on or before the Closing Date, in which event the Earnest Money shall be promptly refunded to the Purchaser by the Escrow Agent or extend the Closing until Fifteen (15) days after the foregoing conditions are satisfied (the “Closing Extension”). Upon Fifteen (15) days’ notice to Seller, Purchaser may terminate the Agreement during the Closing Extension period (the “Extension Termination”) and upon such termination, Purchaser shall receive the Earnest Money, and thereafter, this Agreement shall be null and void, and of no further force and effect. Notwithstanding the foregoing, in the event Purchaser provides Seller with such Extension Termination and Purchaser is able to complete the conditions to Closing within such fifteen (15) day period, Purchaser and Seller shall proceed to Closing. If Purchaser elects to terminate this Agreement, then the parties hereto shall have no further rights, duties or obligations hereunder except as expressly provided herein, provided; however, that Purchaser’s obligation to close on each tract is expressly contingent upon Purchaser closing on all tracts comprising the Property.

8. Closing and Closing Date. The Closing shall be held at the offices of Purchaser’s attorney date at 10:00 a.m. on or before August 15 2025. (“Closing Date”). The Closing Date may be accelerated in Purchaser’s sole and absolute discretion provided Purchaser provides five (5) business days’ notice to Seller. Purchaser and Seller may be entitled to a “mail-away” or courier closing if either so request by notice to the other. The Parties agree that Purchaser may, in Purchaser’s sole discretion, elect to purchase each of the properties comprising the Property individually each via a separate closing at the allocated price stipulated in Section 3 herein or collectively in one closing.

9. Closing Prorations/Taxes. At the Closing, all real property ad valorem taxes and assessments applicable to the Property shall be prorated as of the Closing Date between Seller and Purchaser, said proration to be based upon the most recently available tax rate and valuation with respect to the Property; provided, however, that upon the issuance of the actual tax bills for such taxes for the year of the Closing, Purchaser and Seller shall promptly make such adjustments as may be necessary to ensure that the actual amount of such taxes for the year of Closing shall be prorated between Purchaser and Seller as of the Closing Date. The provisions set forth in this section 9 shall survive Closing.

10. Closing Costs. Seller shall pay, at the Closing the transfer tax and any other tax or fee due and required to be paid in connection with the delivery and recording of the Limited Warranty Deed from Seller to Purchaser. Seller shall be obligated to pay all costs of releasing all existing loans and/or monetary liens affecting the Property and any portion thereof and recording the releases therefore. Purchaser shall pay for costs of recording the deed, the premium cost of owner’s title insurance policy to be issued in favor of Purchaser at the Closing if Purchaser elects to get title insurance, all Escrow Agent fees, intangible tax, title examination costs, surveyor’s fees, appraisal fees, environmental assessment fees, engineering fees, closing disbursement fees, lender fees, loan costs and all other usual and

customary costs of Closing. Notwithstanding anything to the contrary herein, each of the parties shall pay attorney's fees to their respective counsel for services performed on each party's behalf.

11. Closing Documents.

(a) At the Closing, Seller shall deliver the following items to the Title Company:

(i) A Limited Warranty Deed conveying the Property to Purchaser, subject only to taxes for the current year not yet due and payable and prorated pursuant to the terms hereof and the Permitted Exceptions, including exception for the buried fuel tank and the buried swimming pool, at the election of Purchaser, any quitclaim deed of any updated survey legal description reasonably requested by Purchaser);

(ii) A bill of sale, duly executed by Seller, conveying any personal property, if any, located on the Property as of the date of this Purchase and Sale contract of Seller to Purchaser, all without warranty of condition or use;

(iii) A certificate as may be required by the Internal Revenue Service pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended, or the regulations issued pursuant thereto, certifying the non foreign status of Seller;

(iv) A standard Owner's Affidavit in the form required by the Title Company, qualified to Seller's current actual knowledge as to liens and claims;

(v) An Affidavit of Seller's Residence, indicating the Seller is a resident of Georgia and not subject to state withholding taxes;

(vi) A settlement statement;

(vii) The information required for Internal Revenue Service Form 1099 from Seller;

(viii) If Purchaser has obtained a survey, Seller's Quitclaim Deed of the legal description of the surveyed realty;

(ix) Seller shall deliver a certificate updating all limited representations and warranties of Seller in accordance with Section 6 of this Agreement;

(x) Evidence of the existence of Seller (and any party acting on its behalf) and the authority of Seller (and any party executing documents on its behalf) to consummate the transaction contemplated hereby, without the joinder or consent of any other person or party; and

(xi) Such other documents reasonably requested to consummate the transaction.

(b) At the Closing, Purchaser shall deliver to Seller and where appropriate, the Title Company, the following items:

(i) The Purchase Price, payable in good funds by wire transfer, subject, however, to all adjustments, credits and prorations;

(ii) Evidence of the existence of Purchaser (and any party acting on its behalf) and the authority of Purchaser (and any party executing documents on its behalf) to consummate the transaction contemplated hereby, without the joinder or consent of any other person or party; and

(iii) Such other documents reasonably requested to consummate the transaction.

12. Defaults. In the event of a Purchaser's default under this Agreement, Seller agrees to provide Purchaser with written notice of such default by specifying the nature of such default. Purchaser shall have a ten (10) day period after the date of receipt of said notice to cure said default. If Purchaser does not cure said default within ten (10) days and the transaction contemplated hereby is not closed by reason of Purchaser's default (and Seller has performed all of its obligations hereunder required up to the point of Purchaser's default), then the Earnest Money shall be paid to Seller as full liquidated damages, this Agreement shall be null and void, and none of the parties hereto shall have any further rights or obligations except for those obligations that expressly survive the termination of this Agreement. Purchaser and Seller acknowledge that it would be difficult to ascertain precisely the actual damages suffered by Seller as a result of any default by Purchaser and agree that such liquidated damages are a reasonable estimate thereof and shall be the sole remedy of Seller.

In the event of a Seller's default under this Agreement, Purchaser agrees to provide Seller with written notice of such default by specifying the nature of such default. Seller shall have a ten (10) day period after the date of receipt of said notice to cure said default. If Seller does not cure said default within ten (10) days and the transaction contemplated hereby is not closed by reason of Seller's default (and Purchaser has performed all of its obligations hereunder required up to the point of Seller's default), then Purchaser shall (i) be entitled to terminate this Agreement, in which case none of the parties hereto shall have any further rights or obligations except for Surviving Obligations, and Purchaser shall receive an immediate refund of all Earnest Money paid hereunder by Purchaser; or (ii) seek specific performance of this Agreement..

13. Possession of Property. Seller shall deliver to Purchaser full and exclusive possession of the Property on the Closing Date.

14. Real Estate Commission. Purchaser and Seller each represents to each other that it has had no Agreement with any real estate agencies, brokers, salesmen, or agents regarding the Property. Seller and Purchaser represent that no commission or fee will be due from Seller or Purchaser on account of the sale of the Property. Each party agrees to indemnify, defend and hold the other harmless from and against any costs (including, but not limited to court costs and attorney fees), expenses, or liability for commissions or other compensation claimed by any broker or agent.

15. Escrow Agent. Escrow Agent shall not be entitled to any fees or compensation for its services as escrow agent hereunder, except for those fees agreed to between Escrow Agent and Purchaser, which Purchaser shall be solely responsible for such expense. Escrow Agent shall be liable only to hold the Earnest Money and to deliver same to the parties named herein in accordance with the provisions of this Agreement. Escrow Agent, as escrow agent, is acting in the capacity of a depository only, and shall not be liable or responsible to anyone for any damages, losses or expenses unless same shall be caused by the gross negligence or willful malfeasance of Escrow Agent. In the event of any disagreement among any of the parties to this Agreement or among them or any of them and any other person, resulting in adverse claims and demands being made in connection with or for any property involved herein or affected hereby, Escrow Agent shall be entitled to refuse to comply with any such claims or demands as long as such disagreements may continue, and in so refusing, shall make no delivery or other disposition of any property then held by it under this Agreement, and in so doing Escrow Agent shall not become liable in any way for such refusal, and Escrow Agent shall be entitled to continue to refrain from acting until (a)

the rights of adverse claimants shall have been finally settled by binding arbitration or finally adjudicated in a court assuming and having jurisdiction of the Property involved herein or affected hereby, or (b) all differences shall have been adjusted by agreement and Escrow Agent shall have been notified in writing of such agreement signed by the parties hereto. Further, Escrow Agent shall have the right at any time after a dispute between Seller and Purchaser has arisen, to pay any deposits held by it into any court of competent jurisdiction for payment to the appropriate party, whereupon Escrow Agent's obligations hereunder shall terminate.

16. Notices. Any notices which may be permitted or required hereunder shall be in writing. Subject to limitations and conditions set forth herein, notices may only be delivered: (1) in person; (2) by an overnight delivery service, prepaid; (3) by registered or certified U. S. mail, prepaid, return receipt requested; or (4) by e-mail, to the following addresses and/or email addresses:

To Seller As Follows:

Marvin J. Strickland  
c/o Warren Ratchford  
1575 Highway 21 South  
P.O. Box 1039  
Springfield, Georgia 31329  
Email: [wratchford@werlaw.com](mailto:wratchford@werlaw.com)

To Purchaser As Follows:

Karen L. Williams , City Mayor  
City of Pooler  
100 South West Highway 80  
Pooler, Georgia 31322  
Email: [kwilliams@pooler-ga.gov](mailto:kwilliams@pooler-ga.gov)

To Purchaser, with a copy to:

Heath Lloyd , City Manager  
City of Pooler  
100 South West Highway 80  
Pooler, Georgia 31322  
Email: [hlloyd@pooler-ga.gov](mailto:hlloyd@pooler-ga.gov)

As to Purchaser, with a copy to:

Craig Call, Esq.  
City of Pooler Attorney's Office  
Scheer, Montgomery & Call, P.C.  
8 East Liberty Street  
Savannah, Georgia 31401  
Email: [ccall@smaclegal.com](mailto:ccall@smaclegal.com)

As to Purchaser, with a copy also to:

Weiner, Shearouse, Weitz, Greenberg & Shaw, LLP  
Attn: Christopher R. Lane, Esq.  
14 East State Street  
Savannah, GA 31401  
Tel: (912) 233-2251  
Email: [clane@wswwgs.com](mailto:clane@wswwgs.com)

To Escrow Agent and Seller attorney:  
The Ratchford Firm  
Attn: Warren E. Ratchford, Esq.  
1575 Highway 21 South  
P.O. Box 1039  
Springfield, Georgia 31329  
Email: [wratchford@werlaw.com](mailto:wratchford@werlaw.com)

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

Except as may be provided herein, a notice shall not be deemed to be given, delivered or received until it is actually received by the party to whom the notice was intended or that person's authorized agent. Notwithstanding the above, (i) a notice sent by a nationally-recognized overnight carrier (e.g., Fedex) shall be deemed to be received by the party to whom it was sent as of the date and time it is delivered provided that the carrier produces written confirmation showing the correct date and the time of the delivery to the address indicated above; and (ii) notice sent by email shall be deemed to be received by the party to whom it was sent as of the date and time it is transmitted provided that the network that transmits the email produces a written confirmation showing the correct date and the time of the transmission to the email address indicated above and further provided any such notice is sent via portable document format (aka \*.pdf).

17. General Provisions. No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall 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 herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by all parties hereto. The provisions of this Agreement shall 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 may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. This Agreement shall be interpreted under the laws of the State of Georgia.

18. Time of Essence; Computation of Time. Time is of the essence in this Agreement. In computing any period of time prescribed or allowed by this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday or legal holiday under the laws of the United States or the State, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday nor a legal holiday, and the computation of any designated period of time that is calculated from the expiration of a previous period that ended on the next day which is neither a Saturday, Sunday nor a legal holiday shall commence on said next day. For purposes of this Agreement, the term "business day" shall mean any day which is not a Saturday, Sunday or legal holiday.

19. 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. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision

to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

20. Assignment. Purchaser shall have the right to freely assign its rights under this Agreement. Seller shall have the right, to assign this Agreement to any person related to Marvin J. Strickland within the third degree of consanguinity or to a business entity in which Seller owns more than a Twenty-Five (25%) percent interest (hereinafter, “Related Party”), provided the following conditions are satisfied to wit: (i) any assignment shall not relieve Seller from any of its liability and obligation under this Agreement; (ii) the assignee agrees in a written document that assignee will be bound by the terms, conditions, and obligations of this Agreement; (iii) Seller provides Purchaser with at least Five (5) calendar days written notice before the effective date of any assignment; (iv) Seller provides Purchaser a fully executed copy of the assignment at least Five (5) calendar days after the effective date of the assignment.

21. Casualty; Condemnation. Until Closing, all risk of loss of, or damage to, or destruction of, the Property (whether by fire, flood, tornado, or other casualty, or by the exercise of the power of eminent domain, or otherwise) shall belong to and be borne by Seller. If, prior to Closing, the Property or any portion thereof shall be condemned or any proceeding for the condemnation of the Property or any part thereof is filed, Purchaser may at its option elect to terminate any obligation to Seller under this Agreement. If Purchaser elects to terminate, the entire Earnest Money shall be repaid promptly to Purchaser. If Purchaser does not terminate this Agreement, any award, damages or other considerations for condemnation of any portion of the Property subject to this Agreement, shall be paid to Purchaser at Closing, or if paid to Seller, credited against the Purchase Price at Closing, with any excess paid to Purchaser.

22. 1031 Exchange. Either party may engage in an exchange of like-kind property pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, utilizing a “qualified intermediary”, as such term is defined under Treas. Reg. § 1.1031(k)-1(g)(4), in connection with its purchase or sale of the Property, as applicable, pursuant to this Agreement. If Seller or Purchaser elects to engage in such a like-kind exchange, (i) it may assign its right, title and interest in this Agreement to a qualified intermediary in order to facilitate the exchange, provided it shall remain primarily responsible for fulfilling its obligations and liabilities hereunder, (ii) the other party shall have no recourse whatsoever as against the qualified intermediary, and (iii) the other party shall execute any documents necessary in connection with the exchange so long as the same do not increase its obligations or liabilities and do not decrease its rights. Notwithstanding anything to the contrary, neither party shall be required to incur any cost or liability in connection with any such like-kind exchange being conducted by the other party nor shall either party be required to take title to any other property in connection with a like-kind exchange being conducted by the other party.

23. Electronic Signatures. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or “PDF” file) shall be valid and effective to bind the party so signing. The exchange of copies of this Agreement and of signature pages by electronic mail or other means of electronic transmission (including, without limitation, pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) will constitute effective execution and delivery of this Agreement as to the parties. Signatures of the parties transmitted by electronic mail or other means of electronic transmission (including, without limitation, pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) will be deemed to be their original signatures for all purposes.

24. Confidentiality. Unless it obtains Seller’s prior written consent, Purchaser shall hold the terms of this Agreement and the results of its inspection of the Property (including, but not limited to, the results of

any Due Diligence Activities) in strict confidence and not disclose the same prior to the Closing, except (i) Purchaser may disclose such information to its affiliates and its prospective lenders, attorneys, accountants and consultants who agree, in writing, not to disclose such information for the benefit of Purchaser and Seller, (ii) Purchaser may disclose such information to the extent required to comply with Legal Requirements, provided Purchaser shall notify Seller, in writing, prior to making any such disclosure and shall give Seller a reasonable opportunity to prevent such disclosure by appropriate legal proceedings, and (iii) Purchaser may disclose such items in any litigation between Seller and Purchaser to the extent the same is relevant. Purchaser shall cause all of its affiliates, lenders, prospective lenders, landlords, attorneys, accountants and consultants to hold such information in strict confidence and not disclose the same.

25. Property Sold "As Is". Notwithstanding the foregoing, except for the warranties and representations set forth herein, Purchaser is relying solely upon its own inspection of the Property to evaluate the condition of the Property and the suitability of the Property for Purchaser's intended use and development. Purchaser understands and agrees that the Property will be sold and conveyed to Purchaser hereunder AS-IS, WHERE-IS, WITH ALL FAULTS, without any further representation or warranty by Seller of any kind or nature whatsoever, and Purchaser hereby acknowledges that Seller hereby disclaims any and all express or implied warranties regarding the Property or the condition thereof, including, without limitation, the fitness of the Property for any particular purpose. Furthermore, Purchaser shall have no remedy or cause of action whatsoever, and Purchaser hereby waives any remedies and causes of action otherwise available, against Seller arising from or in any way related to the condition of the Property except as expressly stated herein. Seller shall have no obligation to improve or otherwise alter any portion of the Property from its current condition in any manner whatsoever.

(Balance of this page intentionally left blank)

[Seller Signature Page – Real Estate Purchase and Sale Agreement]

IN ACCEPTANCE HEREOF, Seller has caused this Agreement to be duly executed and delivered under their respective hands and seals to be effective as of the Effective Date.

**SELLER:**

MARVIN J. STRICKLAND

\_\_\_\_\_ (SEAL)

Marvin J. Strickland

Date of execution: \_\_\_\_\_

STRICKLAND HOLDINGS, INC.,  
a Georgia corporation

By: \_\_\_\_\_ (SEAL)

Name: Marvin J. Strickland

Title: \_\_\_\_\_

[ corporate seal ]

Date of execution: \_\_\_\_\_

Acknowledged, agreed, consented to  
and joined as to the  
provisions contained in Section 6 hereof:

STRICKLAND OIL COMPANY,  
a Georgia corporation

By: \_\_\_\_\_ (SEAL)

Name: Marvin J. Strickland

Title: \_\_\_\_\_

[ corporate seal ]

Date of execution: \_\_\_\_\_

[ remainder of page intentionally left blank ]

[Purchaser Signature Page – Real Estate Purchase and Sale Agreement]

IN ACCEPTANCE HEREOF, Purchaser has caused this Agreement to be duly executed and delivered under their respective hands and seals to be effective as of the Effective Date.

**PURCHASER:**

CITY OF POOLER  
a municipal corporation

By: \_\_\_\_\_(SEAL)

Name: Karen L. Williams

Title: Mayor

Date of execution: \_\_\_\_\_

[ remainder of page intentionally left blank ]

Exhibit "A"

Legal Description of Property

Tax Parcel Identification Number: 50003 07006

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, SITUATE, LYING and being in the 8<sup>th</sup> G.M. District of Chatham County, Georgia, in the Town of Pooler, and being all that tract conveyed to Lillian Kinsey Youngblood by deed dated September 27, 1935, and recorded in Deed Book 30-V, Page 232, of Chatham County records and described therein as being bounded on the North by Louisville Road (U.S. Highway 80), on the East by Gordon Street, on the West by Sheftall Street and on the South by the right of way of the Central of Georgia Railroad, saving and except here from that portion of said tract being the West One Hundred Fifty (150) feet of said tract conveyed by the said Lillian Kinsey Youngblood to Ralph A. Youngblood, Jr., in January, 1959 by Deed recorded in Book 71-G, Page 453. Said portions of said lot being more particularly described as follows: Commencing at the Southeast intersection of Sheftall Street and Louisville Road (U.S. Highway 80) and running thence South 66 Degrees 03 Minutes East a distance of One Hundred Fifty (150) feet to a state which is the point of beginning thence continuing South 66 Degrees 03 Minutes East a distance of Two Hundred Forty-Three (243) feet more or less, to the intersection of the said Louisville Road and the former Gordon Street, thence in a Southerly direction along the Westerly line of said former Gordon Street a distance of Two Hundred Eighty-Five (285) feet more or less, to the right of way of the Central of Georgia Railroad, thence North 70 Degrees 12 Minutes West a distance of Two Hundred Forty-Six (246) feet more or less, to a point which point is One Hundred Forty-Five and Fifty-Five one hundredths (145.55) feet East of the intersection of said Central of Georgia Railroad and the Eastern right of way line of the said Sheftall Street, thence North 23 Degrees 57 Minutes West a distance of Two Hundred Eighty-Two and Twenty-Eight Hundredths (282.28) feet to the point of beginning.

AND ALSO, All that certain tract in the said 8<sup>th</sup> G.M. District of Chatham County, Georgia, in the Town of Pooler being the former right of way of Gordon Street from the Louisville Road (U.S. Highway 80) to the right of way of the Central of Georgia Railroad and being the same property conveyed and described in a deed from the Town of Pooler to Lillian Kinsey Youngblood, dated January, 1965, and recorded in Deed Book 87-S, Page 19 of Chatham County Records and having a frontage of Twenty-Eight (28) feet on the Southerly side of said Louisville Road (U.S. Highway 80) with a rectangular depth Southwardly of Two Hundred Eighty-Five (285) feet more or less, and bounded on the North by said Louisville Road (U.S. Highway 80), on the East by lands now or formerly of Clara C. Idleman, on the South by the right of way of Central of Georgia Railroad and on the West by property now or formerly of Youngblood.

TOGETHER WITH

Tax Parcel Identification Numbers: 50003 07004 and 50003 07005

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND, SITUATE, LYING and being in the Town of Pooler, 8<sup>th</sup> G.M. District, Chatham County, Georgia, having a frontage on US.

Highway 80, also known as the Louisville Road, of One Hundred Five (105) feet with a rectangular depth Southwardly of Two Hundred Eight-Five (285) feet, more or less, to the old right of way of the Central of Georgia Railroad and as one body of land bounded as follows: On the North by U.S. Highway 80, also known as the Louisville Road, East by Chestnut Street, South by the Northern right of way line of the Central of Georgia Railroad, and on the West by Gordon Street now the property of the Estate of Ralph A. Youngblood Sr. The property herein described and conveyed is the same property described in that certain Warranty Deed dated June, 1930, from Willie M. Cregar to Clara Daniels as is of record in the Clerk's Office of Chatham Superior Court in Record Book 48-K, Folio 355; and also, the same property described in that certain Warranty Deed from Clara Daniels Idleman to Thomas Clyde Strickland, Sr. dated April 11, 1969, as is of record in the Clerk's Office of Chatham County Superior Court in Record Book 95-P, Folio 303.

## Exhibit "B"

### DUE DILIGENCE MATERIALS

The following, to the extent they are in Seller's possession and/or control or readily available to Seller:

1. Seller has no owner's title insurance.
2. Copies of the 2024 property tax bills.
3. A copy of any surveys and plats.
4. A copy of any environmental reports pertaining to the Property.
5. Copy of any environmental, engineering and soils reports, including reports of test borings, only pertaining to the Property..
6. Copy of all inspections, plans, reports or permits pertaining to the Property.
7. Copy of insurance policies on the Property, if any.
9. Copies of notices from all governmental authorities relating to the Property.
10. Any other relevant due diligence documents in the possession of the Seller that relate to the Property.
11. Copies of the Corrective Action Agreement and accompanying documents.