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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM 8-K**

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**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): April 17, 2026**

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**GENERATION INCOME PROPERTIES, INC.**

(Exact name of Registrant as Specified in Its Charter)

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**Maryland**  
(State or Other Jurisdiction  
of Incorporation)

**001-40771**  
(Commission File Number)

**47-4427295**  
(IRS Employer  
Identification No.)

**401 East Jackson Street  
Suite 3300  
Tampa, Florida**  
(Address of Principal Executive Offices)

**33602**  
(Zip Code)

**Registrant's Telephone Number, Including Area Code: 813 448-1234**

(Former Name or Former Address, if Changed Since Last Report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Securities registered pursuant to Section 12(b) of the Act:**

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock par value \$0.01 per share	GIPR	The Nasdaq Stock Market LLC
Warrants to purchase Common Stock	GIPRW	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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### Item 2.01 Completion of Acquisition or Disposition of Assets

On April 17, 2026, GIPGA 2383 Lake Harbin Road, LLC, an indirect wholly owned subsidiary of Generation Income Properties, Inc. (the “Company”), completed the sale of its Dollar Tree-occupied net lease retail property located at 2383 Lake Harbin Road in Morrow, Georgia (the “Property”), pursuant to a Purchase and Sale Agreement (as amended, the “Morrow Purchase and Sale Agreement”), entered into effective as of March 23, 2026, by and between GIPGA 2383 Lake Harbin Road, LLC, as seller, and Vanguard Asset Holdings, LLC, Series 102, as purchaser, as amended on April 2, 2026 (the “First Amendment”). The Property was sold for a purchase price of \$1,458,000, subject to customary prorations and adjustments, resulting in net proceeds to the Company of \$639,152.49.

The foregoing description of the Morrow Purchase and Sale Agreement, including the First Amendment, is qualified in its entirety by the full text of the Morrow Purchase and Sale Agreement and the First Amendment attached to this Current Report on Form 8-K as Exhibit 10.1 and 10.2, respectively.

### Item 9.01 Financial Statements and Exhibits

**(b) Pro Forma Financial Information.** The pro forma financial information required by Item 9.01(b), if required, will be filed by amendment to this Current Report on Form 8-K.

(d) Exhibits

- 10.1 [Purchase and Sale Agreement, entered into effective March 23, 2026, by and between GIPGA 2383 Lake Harbin Road, LLC and Vanguard Asset Holdings, LLC, Series 102.](#)
  - 10.2 [First Amendment to Purchase and Sale Agreement, made and entered into effective April 2, 2026, by and between GIPGA 2383 Lake Harbin Road, LLC and Vanguard Asset Holdings, LLC, Series 102.](#)
  - 104 Cover Page Interactive Data File (embedded within the Inline XBRL document).
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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**GENERATION INCOME PROPERTIES, INC.**

Date: April 23, 2026

By: /s/ David Sobelman

David Sobelman  
Chief Executive Officer

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## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("**Agreement**") is made and entered into as of the Effective Date (hereinafter defined) by and between GIPGA 2383 LAKE HARBIN ROAD, LLC, a Delaware limited liability company ("**Seller**"), with an address of 401 East Jackson Street, Suite 3300, Tampa, Florida 33602, Attn: David Sobelman; Email: ds@gipreit.com, with a required copy to Trenam Law, 200 Central Avenue, Suite 1600, St. Petersburg, Florida 33702, Attn: Timothy M. Hughes, Esq., Email: thughes@trenam.com and VANGUARD ASSET HOLDINGS, LLC, SERIES 102, a Delaware limited liability company ("**Purchaser**"), with an address of 3119 Wrightsboro Run NW, Duluth, Georgia 30097, Attn: Nizar Omar; Email: [acehomes@bellsouth.net](mailto:acehomes@bellsouth.net), with a required copy to Munaf Legal, LLC, 2775 Cruse Road NW, Suite 301, Lawrenceville, Georgia 30044, Attn: Arslan Munaf, Esq., Email: [arslan@munaflegal.com](mailto:arslan@munaflegal.com).

### RECITALS

- A. Seller is the owner in fee simple of certain real property situated in the City of Morrow, County of Clayton, State of Georgia, said real property having an address of 2383 Lake Harbin Road, Morrow, Georgia; identified as Clayton County Property Appraiser Parcel Number # 12117A B007; and legally described as set forth on **Exhibit "A"** attached hereto, together with all buildings, fixtures and other improvements located thereon to the extent owned by Seller, if any, and together with all easements, tenements, hereditaments, and appurtenances belonging thereto, the foregoing being hereinafter referred to as the "**Premises**" or the "**Property**". Purchaser acknowledges and agrees that no portion of the Property shall constitute any personal property, fixtures, equipment or other improvements located on the Premises that are owned by the Tenant (defined below) pursuant to the Lease (defined below) and that such property is specifically excluded from the sale of the Property to Purchaser hereunder.
- B. Seller has agreed to convey the Premises to Purchaser and Purchaser is desirous of purchasing the same in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the sum of One (\$1.00) Dollars and other covenants and agreements herein contained, the parties hereto agree as follows:

### AGREEMENT

- 1.0 **Premises To Be Purchased.** Subject to compliance with the terms and conditions of this Agreement, the Seller shall sell to Purchaser and Purchaser shall purchase from Seller the Premises.
- 2.0 **Purchase Price.** The purchase price ("**Purchase Price**") shall be the sum of One Million Five Hundred Fifty-Eight Thousand and No 00/100 Dollars (\$1,558,000.00), payable as follows:
- 2.1 The sum of Fifty Thousand Dollars (\$50,000.00) ("**Earnest Money**") paid in cash within three (3) days of the full execution of this Agreement, to be held (in a non-interest bearing account) and released in accordance with this Agreement by the Title Company (as defined in Section 4.1), as escrow agent ("**Escrow Agent**"), and applied to the Purchase Price on the date of the Closing (as such term is defined in Section 10 below).
- 2.2 The balance of the Purchase Price shall be paid, either by cash or Federal Reserve wire transfer of immediately available funds to the account of the Title Company on the date of the Closing.
- 3.0 **Title to Be Delivered.** Seller agrees to convey marketable and insurable fee simple title in the Premises to Purchaser through delivery of a Limited Warranty Deed ("**Deed**") free and clear of all liens and encumbrances except for the Permitted Exceptions (as such term is defined in Section 4.1 below).
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4.0 Title Objections.

- 4.1 Title Policy; Title Review. Purchaser shall obtain, at standard rates, an owner's policy of title insurance in an amount no less than the Purchase Price (the "**Title Policy**"). Within five (5) days of the Effective Date, Purchaser shall cause Munaf Legal, LLC, as title agent acting on behalf of a national title insurance company (the "**Title Company**"), to issue and deliver to Purchaser and Seller the most recent ALTA Form (Georgia) title insurance commitment (the "**Title Commitment**") for the Title Policy, together with legible copies of all supporting and exception documents referenced therein. The Title Commitment shall evidence that upon the execution, delivery and recordation of the Deed (which shall be delivered by Seller at the Closing provided for hereunder) and the satisfaction of all requirements specified in Schedule B, Section 1 of the Title Commitment, Purchaser shall acquire fee simple title to the Property, subject only to the "Permitted Exceptions." For purposes of this Agreement, the term "**Permitted Exceptions**" shall mean: (i) applicable zoning and building ordinances and land use regulations; (ii) the lien of any and all taxes and assessments not yet due and payable; (iii) easements, licenses, covenants, conditions, restrictions, leases, reservations, exceptions and other encumbrances referenced in the Title Commitment and not specifically objected to by Purchaser in the Notice of Title Objections (defined below); (iv) any matters that would be disclosed by an accurate survey of the Property; (v) any exceptions caused by Purchaser, his agents, representatives or employees; (vi) any matters accepted or deemed accepted by Purchaser pursuant to the terms and conditions of this Agreement, (vii) any matters agreed to by the parties in writing, and (viii) that certain Lease Agreement with Dollar Tree Stores, Inc., a Virginia corporation ("**Tenant**"), dated April 24, 2015, as amended and assigned from time to time (collectively, the "**Lease**").

Within fifteen (15) days after Purchaser's receipt of the Title Commitment, Purchaser shall give written notice to Seller of any matters that are objectionable to, or deemed a title defect, by Purchaser ("**Notice of Title Objections**"). Any title defect to which Purchaser does not timely object shall be deemed a Permitted Exception hereunder. Subject to the provisions of this Section 4.1 and the provisions of Section 20.0 below, Seller shall be obligated to cure the following defects to the extent that and only to the extent that the same are specified in the Title Commitment and in Purchaser's Notice of Title Objections (collectively, the "**Mandatory Cure Defects**"): (a) mortgages arising through Seller, (b) construction liens arising through Seller, (c) back taxes on the Property that are due and payable, (d) judgment liens arising through Seller, and (e) other liens or encumbrances arising through Seller and securing a specific dollar amount; provided, however, that Seller shall have the right to cure at Closing any and all Mandatory Cure Defects by applying Seller's proceeds from the consummation of the transaction contemplated by this Agreement to same. Notwithstanding anything in this Agreement to the contrary, from and after the Effective Date and continuing until Closing occurs, Seller shall have the right, but not the obligation, to refinance and/or restructure any existing mortgage, debt, or other monetary lien or encumbrance affecting the Property, provided that any such refinancing or restructuring shall be deemed a Mandatory Cure Defect in accordance with this Section 4.1. As to any defects other than Mandatory Cure Defects, Seller shall have fifteen (15) days from receipt of the Notice of Title Objections in which to elect either to (i) notify Purchaser that it intends to cure the identified objections and defects on or before the Closing Date (the "**Title Cure Period**") and Seller shall use reasonable efforts to cure such objections and defects; or (ii) notify Purchaser that Seller elects not to cure the objections or alleged defects. In the event Seller fails to deliver a response within fifteen (15) days after receipt from Purchaser of the Notice of Title Objections, Seller shall be deemed to have elected not to cure or eliminate said objections and alleged title defects. Purchaser shall have until the later of the expiration of the Due Diligence Period or ten (10) days from receipt of Seller's notice, or Seller's deemed notice, of its election not to cure Purchaser's objections and alleged title defects (whichever is later), in which to elect either (x) to terminate the Agreement, or (y) to require Seller to deliver title in its then existing condition (with no

reduction in the Purchase Price) and to proceed to Closing notwithstanding the objections to title raised by Purchaser, yet still subject to Seller's obligation to cure the Mandatory Cure Defects. The foregoing remedies shall constitute the exclusive remedies of Purchaser for such failure to deliver title as herein specified.

- 4.2 Survey. Purchaser may, on or before the expiration of the Due Diligence Period, cause an ALTA/NSPS land title survey (the "**Survey**") of the Property to be prepared by a professional surveyor registered and licensed in the State of Georgia (the "**Surveyor**"). Such Survey, if any, shall depict the Property by metes and bounds description. The Survey shall be certified by the Surveyor to Purchaser, Seller and the Title Company and shall otherwise be in a form satisfactory to the Title Company to eliminate the standard survey exceptions from the Title Policy to be issued at Closing. Upon completion of the Survey, Purchaser shall furnish Seller with two (2) signed and sealed original prints thereof. Purchaser shall notify Seller in writing within the Due Diligence Period of any matters shown on the Survey which adversely affect the title to the Property and the same shall be deemed to be title defects which shall be dealt with within the same time, manner, and subject to the limitations provided in Section 4.1 above. Any matters shown on the Survey which Purchaser does not timely object shall be deemed a Permitted Exception hereunder.
- 5.0 Control Of Premises. If, prior to the Closing, the Premises shall be the subject of (i) an action in eminent domain or a proposed taking by a governmental authority, whether temporary or permanent ("**Taking**") or (ii) a material casualty in which the cost of restoration exceeds five percent (5%) of the Purchase Price ("**Casualty**"), Purchaser, at its sole election, shall have the right to terminate this Agreement on written notice to Seller without liability on its part by so notifying Seller, and Earnest Money paid by Purchaser shall be refunded to Purchaser. If the Purchaser does not exercise its right of termination, any and all proceeds (including all insurance proceeds and any deductible under Seller's policy) arising out of any such Taking or Casualty shall be held in trust by Seller for Purchaser's benefit and shall be credited against the Purchase Price. In no event shall the Purchase Price of the Premises be increased by the amount of any such proceeds.
- 6.0 Representations and Warranties of Seller. As an essential part of this Agreement, Seller hereby represents and warrants to Purchaser that, to Seller's actual knowledge:
- 6.1 Seller has not received any written notices of or violations of law or municipal ordinances, orders from any governmental authority having jurisdiction over the Property.
  - 6.2 No actions, suits or proceedings at law or in equity, administratively or otherwise, have been instituted or threatened against or affect Seller or the Property.
  - 6.3 No condemnation or eminent domain proceedings are now pending nor is Seller aware of any such proceedings being contemplated against the Property.
  - 6.4 Subject to the Disposition Consents and Approvals (defined below), Seller is the sole owner of the Property with full power and authority to sell same, and the person executing this contract on behalf of the Seller is authorized to do so and has the power to bind Seller.
  - 6.5 Seller has good, insurable and marketable fee simple title interest to the Property, subject to the Permitted Exceptions.
  - 6.6 Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

6.7 The Lease is in full force and effect, no default (or event which, with the giving of notice and/or the passage of time, would constitute a default) by Seller or Tenant has occurred and is continuing, and the Lease has not been modified, amended, or supplemented except as disclosed to Purchaser in writing.

All of Seller's representations and warranties set forth in this Section shall survive the Closing for a period of twelve (12) months following the Closing Date (the "Survival Period"). No claim for a breach of any representation or warranty of Seller shall be actionable or payable unless written notice containing a description of the specific nature of such breach is delivered by Purchaser to Seller prior to the expiration of the Survival Period. Seller's aggregate liability for breaches of representations and warranties shall not exceed an amount equal to five percent (5%) of the Purchase Price.

Any representation made to Seller's "knowledge" will not be deemed to imply any duty of inquiry or investigation. As used herein, the phrase "to Seller's knowledge" or words of similar import shall mean the current, actual (and not constructive or imputed) knowledge of David Sobelman without any independent investigation or inquiry whatsoever and will not be construed to refer to the knowledge of any other officer, director, agent, employee or representative of Seller, or any affiliate of Seller, or to impose upon such party any duty to investigate the matter to which such actual knowledge or the absence thereof pertains, or to impose upon such party any individual personal liability. David Sobelman shall not be deemed to be a party to the Agreement nor to have made any representations or warranties hereunder, and no recourse shall be had to such individual for any of Seller's representations and warranties hereunder (and Purchaser hereby waives any liability of or recourse against such individuals).

7.0 Representations and Warranties of Purchaser. As an essential part of this Agreement, Purchaser hereby represents and warrants to Seller that:

7.1 Purchaser, if not a natural person, is duly organized and validly existing under the laws of the state of its organization or incorporation. Purchaser has the right, power and authority to enter into this Agreement and to purchase the Property in accordance with the terms and conditions of this Agreement, to engage in the transactions contemplated in this Agreement and to perform and observe the terms and provisions hereof.

7.2 Purchaser has taken, or by the time of Closing will have taken, all necessary action to authorize the execution, delivery and performance of the Agreement, and upon the execution and delivery of any document to be delivered by Purchaser on or prior to the Closing, the Agreement and such document shall constitute the valid and binding obligation and agreement of Purchaser, enforceable against Purchaser in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws of general application affecting the rights and remedies of creditors.

7.3 Neither the execution, delivery or performance of the Agreement by Purchaser, nor compliance with the terms and provisions hereof, will result in any breach of the terms, conditions or provisions of, or conflict with or constitute a default under the terms of any indenture, deed to secure debt, mortgage, deed of trust, note, evidence of indebtedness or any other agreement or instrument by which Purchaser is bound.

7.4 No petition in bankruptcy (voluntary or, to the best of Purchaser's knowledge, otherwise), assignment for the benefit of creditors or petition seeking reorganization or arrangement or other action under federal or state bankruptcy or insolvency laws is pending against or contemplated by Purchaser.

- 7.5 No investigation, action or proceeding is pending or, to Purchaser's knowledge, threatened, which questions the validity of this Agreement or any action taken or to be taken pursuant hereto.
- 7.6 Purchaser has the financial resources to consummate the transaction contemplated by this Agreement and to pay the Purchase Price at the Closing.
- 7.7 None of the funds to be used for payment by Purchaser of the Purchase Price will be subject to 18 U.S.C. §§ 1956-1957 (Laundering of Money Instruments), 18 U.S.C. §§ 981-986 (Federal Asset Forfeiture), 18 U.S.C. §§ 881 (Drug Property Seizure), Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001, or the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (the "**USA Patriot Act**"). In addition, Purchaser is not, and will not become, a person or entity with whom U.S. persons are restricted from doing business with under the regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of Treasury (including those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), the USA Patriot Act, or other governmental action.
- 7.8 Purchaser shall cause the Title Company to file a form PT-61, reasonably acceptable to Seller, electronically with the Georgia Superior Court Clerk's Cooperative Authority upon filing the Limited Warranty Deed.

All of Purchaser's representations and warranties shall be deemed remade as of the date of the Closing and shall survive the Closing.

8.0 Purchaser Inspection Rights; Evidence of Title; Information in Seller's Possession.

- 8.1 Purchaser shall have ten (10) days from the Effective Date to inspect the Property (the "**Due Diligence Period**"). Purchaser shall order all third-party diligence reports within five (5) days of the Effective Date. During the Due Diligence Period, Purchaser may undertake an inspection and examination of all aspects of the Property, including but not limited to: review of economic, legal, environmental, future development, zoning and physical matters relating to the Property as Purchaser may deem appropriate. Purchaser or Purchaser's agents may enter upon the Property during normal business hours (or otherwise with a minimum of 24 hours' advance written notice) for the purpose of conducting any tests and examinations as they may deem appropriate, both during the Due Diligence Period and subsequent thereto so long as this Agreement remains in full force and effect. All such inspections shall be performed in compliance with Seller's rights and obligations as landlord under the Lease. Further, Purchaser shall use commercially reasonable efforts to not affect, interrupt or interfere with Tenant's use, business or operations on the Premises. Seller or its representatives shall have the right to accompany Purchaser and Purchaser representatives in connection with any inspections and other activities on the Property. In the event the Property is disturbed or damaged in any manner by Purchaser or Purchaser's representatives, agents, or contractors in the accomplishment of such tests, Purchaser agrees to immediately thereafter restore the Premises to its prior existing condition. Purchaser shall indemnify, defend and hold Seller harmless from and against any and all expense, loss or damage which Seller may incur (including, without limitation, reasonable attorneys' fees actually incurred) as a result of any act or omission of Purchaser or its representatives, agents or contractors, including all claims for death of or injury to persons or damage of property arising out of or as a result of the activities of Purchaser or Purchaser's representatives, agents, or contractors. In no event shall Purchaser conduct any

invasive testing on the Premises without the advance written consent of Seller, which consent shall not be unreasonably withheld, conditioned or denied.

- 8.2 Purchaser shall not permit any construction, mechanic's, materialman's or other lien to be filed against any of the Property as the result of any work, labor, service or materials performed or furnished, by, for or to Purchaser, its employees, agents and/or contractors. If any such lien shall at any time be filed against the Property, Purchaser shall, without expense to Seller, cause the same to be discharged of record by payment, bonds, order of a court of competent jurisdiction or otherwise, within thirty (30) days of the filing thereof. Purchaser shall indemnify, defend and hold harmless Seller against any and all claims, losses, damages, costs and expenses (including, but not limited to, attorneys' fees and costs), arising out of the filing of any such liens and/or the failure of Purchaser to cause the discharge thereof as same is provided herein.
- 8.3 Purchaser shall procure (or shall cause its contractors, agents, or representatives entering the Property to procure) and continue in force and effect from and after the date Purchaser first desires to enter the Property, and continuing throughout the term of this Agreement, the following insurance coverages placed with a responsible insurance company licensed to do business in the State of Georgia having an A.M. Best's rating of "A-IX" or better: comprehensive general liability insurance with a combined single limit of not less than \$1,000,000.00 per occurrence or commercial general liability insurance with limits of not less than \$1,000,000.00 per occurrence and in the aggregate. To the extent such \$1,000,000.00 limit of liability is shared with multiple properties, a per location aggregate shall be included. Seller and/or its designees shall be included as additional insureds under such comprehensive general liability or commercial general liability coverage. Purchaser shall deliver to Seller a certificate of such insurance evidencing such coverage prior to the date Purchaser is permitted to enter the Property. Such insurance may not be cancelled or amended except upon thirty (30) days' prior written notice to Seller. The minimum levels of insurance coverage to be maintained by Purchaser hereunder shall not limit Purchaser's liability under this Section 8.
- 8.4 Purchaser, at its option, shall have the right to terminate this Agreement for any reason whatsoever or for no reason during the Due Diligence Period by giving written notice thereof to Seller on or before the expiration of the Due Diligence Period, in which event the Earnest Money shall be immediately refunded to Purchaser and, thereafter, all rights and obligations of the parties under this Agreement shall expire, except for those provisions that expressly survive termination of this Agreement.
- 8.5 Within five (5) business days of the Effective Date, Seller shall deliver to Purchaser, or make available to Purchaser through the use of an electronic data room, copies of the documents and materials described on **Exhibit "B"** attached hereto (collectively, the "**Due Diligence Materials**"), each to the extent they exist and are in Seller's possession or reasonable control. Purchaser hereby acknowledges, covenants, and agrees that any information provided by Seller to Purchaser based upon any reports, surveys, permits, plans, approvals, and all other information and documentation obtained by or for Seller and delivered to Purchaser either before the Effective Date or pursuant to this Section 8.5 are provided to Purchaser for informational purposes only and are without representation or warranty of any kind whatsoever, either express or implied and is without recourse to Seller with respect to the accuracy of any information or statements contained therein. Purchaser further acknowledges that Purchaser has been advised not to rely upon such documents without making an independent investigation or inquiry as to the accuracy of the information or statements contained in the information provided by Seller. Purchaser hereby releases Seller from any and all claims Purchaser might otherwise have based upon any reports, surveys, permits, plans, approvals, and all other information and documentation obtained by or for Seller and delivered to Purchaser, except for claims arising from or related to fraud committed by Seller or a willful and intentional

misrepresentation made by Seller. The terms and provisions of this Section 8.5 shall survive the Closing and any earlier termination of this Agreement.

The foregoing provisions of Section 8 shall survive the Closing and any earlier termination of this Agreement.

9.0 Seller's Covenants. Seller covenants that between the Effective Date and the date of the Closing:

- 9.1 Seller shall not amend, renew, extend or terminate the Lease.
- 9.2 Seller shall continue to perform in all material respects all of its obligations under the Lease consistent with the terms and conditions of the Lease.
- 9.3 Seller shall not enter into, modify or amend any service contract affecting the Premises that will be an obligation on or otherwise affect the Property or any part thereof subsequent to the Closing without Purchaser's prior written consent in each instance, which consent shall not be unreasonably withheld, conditioned or delayed, except contracts entered into in the ordinary course of business that shall be terminated at Closing without penalty or premium to Purchaser.
- 9.4 Seller shall maintain in full force and effect all existing insurance policies that Seller presently has in effect covering the Property, if any.
- 9.5 So long as Purchaser is not in default under this Agreement, Seller shall not place or permit to be placed any additional liens, encumbrances, easements, restrictions or other title exceptions on the Property without Purchaser's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed.
- 9.6 Seller shall promptly notify Purchaser in writing of (i) any material change in the physical condition of the Property, (ii) any written notice of default received by Seller from Tenant under the Lease, and (iii) any written notice from any governmental authority materially affecting the Property.
- 9.7 Seller shall not apply, use, or permit the application or use of any security deposit held by Seller under the Lease, if any, except in accordance with the terms of the Lease.

10.0 Closing. The consummation of the transaction contemplated by this Agreement ("**Closing**") shall take place on or before April 22, 2026 (the "**Closing Date**"). The Closing shall take place at, by and through the offices of the Title Company and may be conducted as a "mail-away" closing through the use of escrow instruction letters.

11.0 Seller's Closing Obligations and Closing Costs. Seller and Purchaser shall deliver the following to the Title Company or Purchaser, as applicable, at the Closing and the following closing costs and expenses shall be paid as follows in connection with the Closing:

- 11.1 Seller shall deliver the following to the Title Company at the Closing:
  - A Deed.
  - B A settlement statement setting forth the amounts paid by or on behalf of and/or credited to each of Purchaser and Seller pursuant to this Agreement.
  - C An assignment and assumption of Lease in the form attached hereto as **SCHEDULE 1** (the "**Assignment and Assumption of Lease**").

- D An assignment of all intangible property to the extent assignable and owned by Seller, in the form attached hereto as **SCHEDULE 2** (the "**General Assignment**").
- E Such affidavits as the Title Company shall reasonably require in order to omit from the Title Policy all exceptions for judgments, bankruptcies or other returns against persons or entities whose names are the same as or similar to Seller's name.
- F Possession of the Premises in the condition required by this Agreement, subject to the Lease.
- G A Certification of Non-Foreign status of Transferor to comply with the provisions of Section 1445 of the Internal Revenue Code.
- H A tenant estoppel certificate from the Tenant ("**Tenant Estoppel**") in the form required by the Lease or the Tenant, as applicable; provided, however, that Seller's failure to deliver the Tenant Estoppel shall not constitute a default by Seller under this Agreement as long as Seller has requested the same from Tenant pursuant to the Lease.
- I Such other documents as shall be reasonably requested by the Title Company to effectuate the purposes and intent of this Agreement.

11.2 Seller shall pay the following costs in connection with the Closing:

- A Transfer or conveyance taxes and documentary stamp taxes, if any;
- B The cost of preparing and recording the Deed;
- C Seller's attorneys' fees, and any other costs and expenses actually incurred by Seller in connection with selling the Premises; and
- D A commission to be paid to Seller's broker, SRS Real Estate Partners, LLC ("**Seller's Broker**"), in accordance with Section 17.0 below.

11.3 Purchaser shall pay the following costs in connection with the Closing:

- A Title search and title insurance costs related to the Title Policy, including any necessary lien searches related thereto and any endorsements to the Title Policy requested by Purchaser;
- B Deed recording costs;
- C Due diligence expenses; and
- D Purchaser's attorneys' fees, and any other costs and expenses actually incurred by Purchaser in connection with buying the Premises.

11.4 Purchaser shall deliver the following to the Escrow Agent at the Closing:

- A The Assignment and Assumption of Lease.
- B The General Assignment.

- C A settlement statement setting forth the amounts paid by or on behalf of and/or credited to each of Purchaser and Seller pursuant to this Agreement.
- D Such other documents as shall be reasonably requested by the Title Company to effectuate the purposes and intent of this Agreement.

- 12.0 Prorations. At Closing, the net rent under the Lease and any other income and expenses due and payable in the year of Closing by Seller shall be prorated as of the Closing Date. If not paid or payable by Tenant, any real estate taxes and special assessments shall be prorated as of the Closing Date. Purchaser shall be responsible for collecting and remitting all sales and use taxes that become due on rent payments under the Lease received by Purchaser after Closing. Any late receipts or expenses shall be prorated and settled between the parties within forty-five (45) days after the Closing Date. The provisions of this Section shall survive the Closing.
- 13.0 Seller's Default. If Seller fails to perform any of its obligations under this Agreement for any reason other than Purchaser's default or the permitted termination of this Agreement by Purchaser as expressly provided herein, Purchaser shall be entitled, as its remedy, either (a) to terminate this Agreement and receive the return of the Earnest Money (to the extent paid by or on behalf of Purchaser) from Escrow Agent, together with Purchaser's actual out-of-pocket costs and expenses incurred with respect to this transaction (not to exceed \$25,000) which shall be reimbursed by Seller to Purchaser within ten (10) business days after Purchaser's delivery of commercially reasonable documentation supporting such costs and expenses (in such event, the right to retain the Earnest Money plus costs shall be full liquidated damages and, except as set forth herein, shall be Purchaser's sole and exclusive remedy in the event of a default hereunder by Seller, and Purchaser hereby waives and releases any right to sue Seller for damages), or (b) to enforce specific performance of Seller's obligation to execute and deliver the documents required to convey the Property to Purchaser in accordance with this Agreement; provided, however, that if for any reason Purchaser fails to file suit to enforce specific performance within sixty (60) days after the date Purchaser provides written notice to Seller of its failure to perform hereunder, then Purchaser shall be automatically deemed to have waived all its rights set forth herein with respect to enforcing specific performance.
- 14.0 Purchaser's Default. Should Purchaser default, Seller shall be entitled to terminate this Agreement by giving Purchaser written notice thereof, and Seller shall retain, as liquidated damages, the Earnest Money; the parties hereto acknowledging that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default, and that said Earnest Money is a reasonable estimate of Seller's probable loss in the event of default by Purchaser. Seller's retention of said Earnest Money is intended not as a penalty, but as full liquidated damages. In addition, notwithstanding anything to the contrary stated herein, nothing in this Section 14.0 is intended to nor shall limit the remedies available to Seller under this Agreement or at law or in equity relating to a default of any repair, indemnification, hold harmless and/or defend obligations of Purchaser set forth in Section 8 of this Agreement or any other provisions which are intended to survive termination or Closing of this Agreement. The provisions of this Section 14.0 shall survive the Closing or the earlier termination of this Agreement.
- 15.0 Attorney's Fees; Costs. Should either party employ an attorney or attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Agreement or to establish breach of this Agreement, the non-prevailing party shall pay to the other party all reasonable costs, charges, expenses, including attorney's fees, expended or incurred in connection therewith. This provision is separate and several and shall survive the termination of this Agreement.
- 16.0 Intentionally Omitted.

- 17.0 Brokers. Seller and Purchaser mutually represent and warrant that Seller's Broker and Purchaser's broker, Drake Realty of Greater Atlanta ("**Purchaser's Broker**" and, together with Seller's Broker, the "**Brokers**"), are the only brokers with whom they have dealt with in connection with this Agreement and that neither Seller nor Purchaser knows of any other broker who has claimed or may have the right to claim a commission in connection with this transaction. The commission of Seller's Broker shall be paid pursuant to separate agreement by Seller. The commission of Purchaser's Broker shall be paid by Seller's Broker pursuant to a separate agreement between Seller's Broker and Purchaser's Broker. Seller and Purchaser shall indemnify and defend each other against any costs, claims or expenses, including attorneys' fees, arising out of the breach on their respective parts of any representations, warranties or agreements contained in this Section. The representations and obligations under this Section shall survive the Closing or, if the Closing does not occur, the termination of this Agreement.
- 18.0 Escrow Agent.
- 18.1 The tax identification numbers of the parties shall be furnished to Escrow Agent upon request of Escrow Agent. At the Closing, proceeds of the Earnest Money shall be paid by Escrow Agent to Seller. If for any reason the Closing does not occur and either party makes a written demand upon Escrow Agent for payment of such amount, Escrow Agent shall give written notice to the other party of such demand. If Escrow Agent does not receive a written objection from the other party to the proposed payment within ten (10) days after the giving of such notice, Escrow Agent is hereby authorized to make such payment. If Escrow Agent does receive such written objection within such ten (10) day period or if for any other reason Escrow Agent in good faith shall elect not to make such payment, Escrow Agent shall continue to hold such amount until otherwise directed by written instructions from the parties to this contract or a final judgment of a court. However, Escrow Agent shall have the right, only after dispute of the parties or this contract fails due to its terms, to deposit the escrowed proceeds with the clerk of any applicable court of the county in which the Premises is located. Escrow Agent shall give written notice of such deposit to Seller and Purchaser. Upon such deposit Escrow Agent shall be relieved and discharged of all further obligations and responsibilities hereunder.
- 18.2 The parties acknowledge that Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that Escrow Agent shall not be deemed to be the agent of either of the parties, and that Escrow Agent shall not be liable to either of the parties for any act or omission on its part unless taken or suffered in bad faith, in willful disregard of this contract or involving gross negligence. Seller and Purchaser shall jointly and severally indemnify and hold Escrow Agent harmless from and against all costs, claims and expenses, including reasonable attorneys' fees, incurred in connection with the performance of Escrow Agent's duties hereunder, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith, in willful disregard of this contract or involving negligence on the part of Escrow Agent.
- 19.0 Miscellaneous. The following general provisions govern this Agreement.
- 19.1 Governing Law. This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Georgia, and venue for any action arising hereunder will lie exclusively in the Georgia county in which the Property lies.
- 19.2 Notices. Whenever any notice, demand or request is required or permitted under this Agreement, such notice, demand or request shall be in writing and shall be (i) delivered by hand, (ii) sent by registered or certified mail, postage prepaid, return receipt requested, (iii) sent by nationally recognized commercial courier for next business day delivery, in each such case described in (i), (ii) and (iii) to the addresses set forth in the preamble of this Agreement or to such other addresses as

are specified by written notice given in accordance herewith, or (iv) sent by electronic mail (email) to the electronic mail (email) address for each party set forth in the preamble of this Agreement or to such other electronic mail (email) address as is specified by written notice given in accordance herewith. Any notice or other communication (i) delivered by hand shall be deemed effective when received; (ii) mailed as hereinabove provided shall be deemed effectively given or received on the third (3rd) business day following the postmark date of such notice or other communication; (iii) sent by overnight courier or by hand shall be deemed effectively given or received upon receipt; and (iv) sent by email transmission shall be deemed effectively given or received on the day of transmission of such notice and electronic confirmation of such transmission is received by the transmitting party (such as "Delivery Receipt" generated by Microsoft Outlook). Any notice or other communication given in the manner provided above by counsel for either party shall be deemed to be notice or such other communication from the party represented by such counsel. Any notice sent or otherwise delivered as required hereby and refused by recipient shall be deemed delivered as of the date of such refusal.

- 19.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of each of the parties hereto.
- 19.4 Assignment. Purchaser may not assign this Agreement without Seller's prior written consent, which consent may be withheld or granted in Seller's reasonable discretion, provided, however, that Purchaser may assign this Agreement to an entity wholly owned or controlled by Purchaser and formed by Purchaser for the purpose of taking title to the Property ("**Permitted Assignee**") without Seller's prior written consent, provided that (a) written notice of such assignment shall be given by Purchaser to Seller at least five (5) business days before the Closing Date, (b) no such assignment shall relieve Purchaser of any obligations, covenants, duties, representations, warranties or liabilities hereunder, and (c) Purchaser provides Seller, simultaneous with its written notice of such assignment, a copy of a written assignment agreement signed by Purchaser and the Permitted Assignee pursuant to which the Permitted Assignee agrees to accept all the burdens and benefits of this Agreement and agrees to be deemed to have made any and all representations and warranties made by Purchaser hereunder, as if the Permitted Assignee were the original signatory hereof. Any attempt by Purchaser to assign this Agreement to a Permitted Assignee which is not in compliance with the foregoing provisions of this Section 19.4 shall be deemed invalid, null and void and Seller shall have no legal obligation to recognize same. If Purchaser consists of more than one person or entity, then: (1) each reference to Purchaser herein shall be deemed to refer to each person or entity constituting Purchaser, both individually and in the aggregate, and (2) each person or entity constituting Purchaser shall be jointly and severally liable for all liabilities and obligations of Purchaser hereunder.
- 19.5 Lease. Purchaser hereby acknowledges that, at Closing, Seller shall assign to Purchaser, and Purchaser shall accept, all of Seller's rights, title, interests and obligations in and to the Lease pursuant to the Assignment of Lease.
- 19.6 Counterparts. This Agreement and any agreement or document described herein may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Handwritten signatures to this Agreement or any agreement or document described herein transmitted by facsimile, email or other similar 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.
- 19.7 Severability. The provisions of this Agreement are severable, and the enforceability or invalidity of any term or provision of this Agreement shall not affect the enforceability and validity of the remaining

terms and provisions of this Agreement. If any provision of this Agreement or the application thereof to any person or circumstance shall be determined by any Court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstance, other than those as to which it is so determined to be invalid or unenforceable, shall not be affected thereby.

- 19.8 Further Assurances. In addition to the foregoing, the parties hereto, at the time and from time to time at or after Closing, upon the reasonable request of Purchaser or of Seller, as the case may be, agree to do, execute, acknowledge and deliver all such further reasonable deeds, assignments, transfers, conveyances, authorizations, filings, consents, and assurances, as may be reasonably required for the better assigning, transferring, granting, conveying, assuring and confirming unto Purchaser all of the applicable Seller's right, title and interest in and to the Property, to be conveyed hereunder; and to the more effective consummation of the other transactions referred to in this Agreement.
- 19.9 Headings. The use of headings, captions and numbers in this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.
- 19.10 Exhibits. Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.
- 19.11 Defined Terms. Capitalized terms used in this Agreement shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.
- 19.12 Pronouns. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include the other genders and the singular to include the plural.
- 19.13 Non-Waiver. Failure by any party to complain of any action, non-action or breach of any other party shall not constitute a waiver of any aggrieved party's rights hereunder. Waiver by any party of any right arising from any breach by any other party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.
- 19.14 Dates and Times. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically to be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date, and shall include the period of time through and including such specified day or date. All references to the "**Effective Date**" shall be deemed to refer to the later of the date of Purchaser's or Seller's execution of this Agreement, as indicated below their executions hereon. Any action required to be taken by a specified date may be taken at or before 11:59 p.m., daylight or standard time (as applicable) in the time zone where the Property is located.
- 19.15 Exculpation. Purchaser agrees that it does not have and will not have any claims or causes of action against any disclosed or undisclosed officer, director, employee, trustee, shareholder, member, manager, partner, principal, parent, subsidiary or other affiliate of Seller, or any officer, director,

employee, trustee, shareholder, partner or principal of any such parent, subsidiary or other affiliate (collectively, "**Seller's Affiliates**"), arising out of or in connection with this Agreement or the transactions contemplated hereby. Purchaser agrees to look solely to Seller and its assets for the satisfaction of any liability or obligation arising under this Agreement or the transactions contemplated hereby, or for the performance of any of the covenants, warranties or other agreements contained herein, and further agrees not to sue or otherwise seek to enforce any personal obligation against any of Seller's Affiliates with respect to any matters arising out of or in connection with this Agreement or the transactions contemplated hereby. The provisions of this paragraph shall survive the termination of this Agreement and the Closing.

- 19.16 No Recording. Neither this Agreement nor any memorandum thereof may be recorded by Purchaser in the Public Records of any County of any State.
- 19.17 WAIVER OF JURY TRIAL. PURCHASER AND SELLER WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY EACH PARTY AND EACH PARTY EXPRESSLY ACKNOWLEDGES THAT NEITHER THE OTHER PARTY NOR ANY PERSON ACTING ON BEHALF OF THE OTHER PARTY HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. EACH PARTY ACKNOWLEDGES TO THE OTHER THAT IT HAS READ AND UNDERSTANDS THE MEANING AND EFFECT OF THIS WAIVER PROVISION.
- 20.0 Seller's Contingencies. Purchaser understands that Seller's transfer of the Property to Purchaser as contemplated herein is subject to the following:
- 20.1 Seller's transfer of the Property to Purchaser as contemplated herein may be subject to or require the prior approval of Seller's lender(s), investor(s), and/or member(s). As such, and notwithstanding anything to the contrary contained within this Agreement, the obligation of Seller to close on the sale and purchase of the Property pursuant to this Agreement shall be and hereby is expressly conditioned upon Seller obtaining the prior written consent, approval and/or partial release from Seller's lender(s), investor(s), and/or member(s) on or before the Closing Date (collectively, "**Disposition Consents and Approvals**"). Seller shall use commercially reasonable efforts to seek to obtain the Disposition Consents and Approvals on or before the Closing Date. If the foregoing condition precedent shall not have occurred or been satisfied on or before the Closing Date due to any contractual rights or discretion granted to Seller's lender(s), investor(s), and/or member(s), then Seller shall be entitled to terminate this Agreement by delivering written notice to Purchaser and in such event the Earnest Money will immediately be returned to Purchaser and neither party will have any further rights, remedies or obligations hereunder, except those that expressly survive termination of this Agreement. Notwithstanding anything in this Agreement to the contrary, in the event Seller is unable to obtain the Disposition Consents and Approvals on or before the Closing Date, Seller shall have the right to extend the Closing Date for a period of up to thirty (30) days by delivering written notice to Purchaser on or before the expiration of such date. Failure of Seller to obtain the Disposition Consents and Approvals shall not constitute a default by Seller under this Agreement. However, so long as Purchaser is not in default under this Agreement, if Seller elects to terminate this Agreement pursuant to the provisions of this Section 20.1 after the expiration of the Due Diligence Period, then Purchaser shall be entitled to reimbursement of its reasonable, documented due diligence expenses in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000).
- 20.2 Purchaser shall have delivered into escrow at Closing all documents as specified in Section 11.4 of this Agreement to be duly executed by Purchaser.

20.3 Purchaser shall have complied in all material respects with its obligations under this Agreement, and all representations and warranties of Purchaser set forth in this Agreement shall continue to be accurate in all material respects.

21.0 AS-IS Condition. PURCHASER ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT OR IN ANY CLOSING DOCUMENT EXECUTED BY SELLER AND DELIVERED TO PURCHASER AT OR PRIOR TO CLOSING, SELLER IS TRANSFERRING THE PROPERTY IN "AS IS, WHERE IS CONDITION AND WITH ALL FAULTS" AS OF THE CLOSING DATE AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, OR ANY OTHER WARRANTY OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF SELLER. PURCHASER AGREES THAT IT WILL PERFORM SUCH EXAMINATIONS AND INVESTIGATIONS OF THE PROPERTY AND THE FINANCIAL AND PHYSICAL CONDITION THEREOF AS NEEDED AND NECESSARY. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT OR IN ANY CLOSING DOCUMENT EXECUTED BY SELLER AND DELIVERED TO PURCHASER AT OR PRIOR TO CLOSING, SELLER SPECIFICALLY DISCLAIMS, AND PURCHASER IS NOT RELYING ON ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, MADE BY SELLER, OR ANY AGENT, AFFILIATE, REPRESENTATIVE, EMPLOYEE OR PRINCIPAL OF SELLER WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PRESENCE OF ANY HAZARDOUS SUBSTANCES (AS SUCH TERM IS DEFINED BY APPLICABLE LAW) AT, ON, UPON OR UNDER THE PROPERTY. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT OR IN ANY CLOSING DOCUMENT EXECUTED BY SELLER AND DELIVERED TO PURCHASER AT OR PRIOR TO CLOSING, SELLER SHALL HAVE NO LIABILITY TO PURCHASER WITH RESPECT TO THE CONDITION OF THE PROPERTY UNDER COMMON LAW, OR ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION.

PURCHASER REPRESENTS TO SELLER THAT PURCHASER WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY AS PURCHASER DEEMS NECESSARY OR DESIRABLE TO SATISFY HIMSELF/ITSELF AS TO ANY MATTER RELATING TO THE PROPERTY AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER, SELLER'S AGENTS, EMPLOYEES OR THIRD PARTIES REPRESENTING, OR PURPORTING TO REPRESENT SELLER, WITH RESPECT THERETO OTHER THAN THE REPRESENTATIONS OR WARRANTIES OF SELLER SET FORTH IN THE AGREEMENT OR IN ANY CLOSING DOCUMENT EXECUTED BY SELLER AND DELIVERED TO PURCHASER AT OR PRIOR TO CLOSING. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT OR IN ANY CLOSING DOCUMENT EXECUTED BY SELLER AND DELIVERED TO PURCHASER AT OR PRIOR TO CLOSING, UPON CLOSING, PURCHASER SHALL ASSUME THE RISK THAT ADVERSE MATTERS REGARDING THE PROPERTY MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INVESTIGATIONS, AND PURCHASER, UPON CLOSING, SHALL BE DEEMED, ON BEHALF OF ITSELF AND ON BEHALF OF ITS TRANSFEREES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO WAIVE, RELINQUISH, RELEASE AND FOREVER DISCHARGE SELLER AND SELLER'S AFFILIATES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, BY REASON OF OR ARISING OUT OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT DEFECT OR OTHER PHYSICAL CONDITION WHETHER PURSUANT TO STATUTES IN EFFECT IN THE STATE OF GEORGIA OR ANY FEDERAL OR LOCAL ENVIRONMENTAL OR HEALTH AND SAFETY LAW OR REGULATION, THE EXISTENCE OF ANY HAZARDOUS SUBSTANCES WHATSOEVER, ON, AT, TO, IN, ABOVE, ABOUT, UNDER, FROM OR IN THE VICINITY OF THE PROPERTY, OR BY REASON OF ANY VIOLATION OF ANY SUBDIVISION LAW, RULE OR REGULATION APPLICABLE TO THE PROPERTY WHETHER ARISING

PURSUANT TO STATUTES IN EFFECT IN THE STATE OF GEORGIA OR ANY LOCAL ORDINANCE, LAW, RULE OR REGULATION. PURCHASER'S RELEASE OF SELLER AS SET FORTH IN THIS SECTION 21 SHALL NOT PERTAIN TO ANY CLAIM OR CAUSE OF ACTION BY PURCHASER AGAINST SELLER FOR A BREACH BY SELLER OF THE WARRANTY OF TITLE INCLUDED IN THE DEED OR THE BREACH BY SELLER OF ANY REPRESENTATION OR WARRANTY EXPRESSLY SET FORTH IN THE AGREEMENT OR IN ANY CLOSING DOCUMENT EXECUTED BY SELLER AND DELIVERED TO PURCHASER AT OR PRIOR TO CLOSING.

The provisions of this Section 21 shall survive the Closing. Purchaser and Seller acknowledge and agree that the disclaimers and other agreements set forth herein are an integral part of the Agreement and that Seller would not have agreed to sell the Property to Purchaser for the Purchase Price and Purchaser would not have agreed to enter into the transaction contemplated by the Agreement without such disclaimers and other agreements set forth above.

- 22.0 1031 Exchange. Seller and/or Purchaser may close the transaction contemplated by the Agreement as part of a like-kind exchange of properties under Section 1031 of the Internal Revenue Code of 1986, as amended, and applicable rules and regulations. The exchanging party shall bear all costs of its exchange. The non-exchanging party shall cooperate with the exchanging party and do all things reasonably required and requested by the exchanging party (provided that such actions do not increase the non-exchanging party's obligations or liabilities under this Agreement) to effect and facilitate such an exchange. The exchanging party shall provide to the non-exchanging party (x) the name of the qualified intermediary at least five (5) business days prior to the Closing Date, and (y) all documents required in connection with the exchange, including, without limitation, the notice of exchange at least two (2) business days prior to the Closing Date. The exchanging party shall and does hereby indemnify, defend, and hold the non-exchanging party harmless for and from all liabilities arising as a result of the exchange that would not have arisen had the exchanging party not closed the transaction contemplated by the Agreement as part of a like-kind exchange. Anything in this Section to the contrary notwithstanding: (a) neither Purchaser nor Seller makes any representation or warranty to the other as to the effectiveness or tax impact of any proposed exchange; (b) in no event shall Purchaser or Seller be required to take title to any exchange or replacement property; (c) in no event shall completion of any such exchange be a cause or excuse for any delay in the Closing; and (d) neither Purchaser nor Seller, as applicable, shall be required to incur any costs or expenses or incur any additional liabilities or obligations whatsoever in order to accommodate any exchange requested by the exchanging party or any exchange intermediary or facilitator.
- 23.0 Confidentiality. The terms and conditions of this Agreement and all information and documents delivered by one party to the other in connection with the transactions contemplated hereby shall be held in strict confidence by the receiving party and shall not be disclosed to any third party without the prior written consent of the other party, except to the extent that such disclosure is (i) required by applicable law, regulation or court order, (ii) made to such party's attorneys, accountants, consultants, lenders, investors, or other advisors who need to know such information in connection with the transactions contemplated hereby and who agree to maintain the confidentiality thereof, (iii) made in connection with the enforcement of a party's rights or remedies under this Agreement, or (iv) made with respect to information that is or becomes publicly available other than as a result of a breach of this provision. The provisions of this Section shall survive the Closing or the earlier termination of this Agreement for a period of twelve (12) months.
- 24.0 Entire Agreement. This Agreement, together with all exhibits and schedules attached hereto, constitutes the entire agreement between Seller and Purchaser with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, including without limitation, the letter of intent between the parties. There are no conditions, covenants, promises, representations, warranties or other agreements between the parties in

connection with the subject matter hereof other than those expressly set forth herein. This Agreement may not be modified or amended except by an instrument in writing signed by both parties.

[signature page follows]

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

**PURCHASER:**

**VANGUARD ASSET HOLDINGS, LLC, SERIES 102,**  
a Delaware limited liability company

By  
Nizar Omar,  
its Manager

Execution Date: March \_\_\_\_\_, 2026

**SELLER:**

**GIPGA 2383 LAKE HARBIN ROAD, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
David Sobelman,  
its President

Execution Date: March \_\_\_\_\_, 2026

**Exhibit "A"**  
**Legal Description of the Property**

Real property in the City of Morrow, County of Clayton, State of Georgia, described as follows:

Tract 1 (Includes Tract 1A)

All that Tract or parcel of land lying and being in Land Lot 116 of the 12th District, Clayton County, Georgia and being more particularly described as follows:

Beginning at the intersection of the eastern right-of-way (80 foot Right-of-Way) of Maddox Road with the southern right-of-way (40 foot from the centerline) of Lake Harbin Road;

Thence along the right-of-way of Lake Harbin Road North 89 degrees 32 minutes 48 seconds East for a distance of 200.03 feet to a re-bar set;

Thence South 11 degrees 07 minutes 25 seconds East for a distance of 198.50 feet to a spike found;

Thence South 89 degrees 07 minutes 22 seconds West for a distance of 199.75 feet to a point on the right-of-way of Maddox Road;

Thence along the right-of-way of Maddox Road North 11 degrees 07 minutes 25 seconds West for a distance of 200.00 feet to a point being the Point of Beginning.

Tract 2 (Includes Tract 2A)

All that Tract or parcel of land lying and being in Land Lots 116 and 117 of the 12th District, Clayton County, Georgia and being more particularly described as follows:

Beginning at the intersection of the eastern right-of-way (80 foot Right-of-Way) of Maddox Road with the southern right-of-way (40 foot from the centerline) of Lake Harbin Road;

Thence along the right-of-way of Maddox Road South 11 degrees 07 minutes 25 seconds East for a distance of 200.00 feet to a point being the Point of Beginning;

Thence North 89 degrees 07 minutes 22 seconds East for a distance of 199.75 feet to a spike found;

Thence North 11 degrees 07 minutes 25 seconds West for a distance of 23.60 feet to a rebar set;

Thence North 89 degrees 22 minutes 52 seconds East for a distance of 145.12 feet to a rebar set;

Thence South 00 degrees 48 minutes 45 seconds East for a distance of 124.20 feet to a rebar set on the right-of-way of Burton Circle;

Thence along a curve to the left having a radius of 893.04 feet and an arc length of 144.05 feet being subtended by a chord of South 86 degrees 54 minutes 32 seconds West for a distance of 143.89 feet to a point;

Thence South 82 degrees 17 minutes 15 seconds West for a distance of 174.85 feet to a rebar found at the intersection of the right-of-way of Burton Circle (50 foot Right-of-Way) and Maddox Road (80 foot Right-of-Way);

Thence along the right-of-way of Maddox Road North 11 degrees 07 minutes 25 seconds West for a distance of 130.07 feet to a point being the Point of Beginning.

#### Tract 3

All that Tract or parcel of land lying and being in Land Lots 116 and 117 of the 12th District Clayton County Georgia and being more particularly described as follows:

Beginning at the intersection of the eastern right-of way (80 foot Right-of-Way) of Maddox Road with the southern right-of way (40 foot from the centerline) of Lake Harbin Road;

Thence along the right-of-way of lake Harbin Road North 89 degrees 32 minutes 48 seconds East for a distance of 200.03 feet to a re-bar set on the right-of-way of Lake Harbin Road and the Point of Beginning;

Thence along the right-of-way of lake Harbin Road North 89 degrees 32 minutes 48 seconds East for a distance of 85.00 feet to a point;

Thence North 89 degrees 07 minutes 53 seconds East for a distance of 112.91 feet to a point;

Thence South 01 degree 27 minutes 37 seconds West for a distance of 172.32 feet to a rebar set;

Thence South 89 degrees 22 minutes 52 seconds West for a distance 159.77 feet to a re-bar set;

Thence North 11 degrees 07 minutes 25 seconds West for a distance of 174.90 feet to a rebar set and the Point of Beginning.

#### Tract 4

All that Tract or parcel of Land lying and being in Land Lot 117 of the 12th District, Clayton County, Georgia and being more particularly described as follows:

Beginning at the intersection of the eastern right-of-way (80 foot Right-of-way) of Maddox Road with the southern right-of-way (40 foot from the centerline) of Lake Harbin Road;

Thence along the right-of-way of Lake Harbin Road North 89 degrees 32 minutes 48 seconds East for a distance of 285.03 feet to a point and the Point of Beginning;

Thence North 00 degrees 00 minutes 00 seconds West for a distance of 10.00 feet to a point;

Thence North 89 degrees 07 minutes 53 seconds East for a distance of 113.17 feet to a point;

Thence South 01 degree 27 minutes 37 seconds West for a distance of 10.01 feet to a point;

Thence South 89 degrees 07 minutes 53 seconds West for a distance of 112.91 feet to a point and the Point of Beginning.

#### Overall Tract

All of that Tract or parcel of land lying and being in Land Lot 116 & 117 of the 12th District, Clayton County, Georgia and being more particularly described as follows:

Beginning at the intersection of the eastern right-of-way (80 foot Right-of-Way) of Maddox Road with the southern right-of-way (40 foot from the centerline) of Lake Harbin Road:

Thence along the right-of-way of Lake Harbin Road North 89 degrees 32 minutes 48 seconds East for a distance of 200.03 feet to a re-bar set;

Thence along the right-of-way of Lake Harbin Road North 89 degrees 32 minutes 48 seconds East for a distance of 85.00 feet to a point;

Thence North 00 degrees 00 minutes 00 seconds West for a distance of 10.00 feet to a point;

Thence North 89 degrees 07 minutes 53 seconds East for a distance of 113.17 feet to a point;

Thence South 01 degree 27 minutes 37 seconds West for a distance of 10.01 feet to a point;

Thence South 01 degree 27 minutes 37 seconds West for a distance of 172.32 feet to a rebar set;

Thence South 89 degrees 22 minutes 52 seconds West for a distance of 14.65 feet to a rebar set;

Thence South 00 degrees 48 minutes 45 seconds East for a distance of 124.20 feet to a rebar set on the right-of-way of Burton Circle;

Thence along a curve to the left having a radius of 893.04 feet and an arc length of 144.05 feet, being subtended by a chord of South 86 degrees 54 minutes 31 seconds West for a distance of 143.89 feet to a point;

Thence South 82 degrees 17 minutes 15 seconds West for a distance of 174.85 feet to a rebar found at the intersection of the right-of-way of Burton Circle (50 foot Right-of-Way) and Maddox Road (80 foot Right-of-Way);

Thence along the right-of-way of Maddox Road North 11 degrees 07 minutes 25 seconds West for a distance of 130.07 feet to a point;

Thence along the right-of-way of Maddox Road North 11 degrees 07 minutes 25 seconds West for a distance of 200.00 feet to a point being the Point of Beginning.

Less and except all the property conveyed in that certain Right of Way Deed dated February 19, 1998, from Net Lease Realty I, a Maryland corporation, to Clayton County Department of Transportation and Development, filed for record April 28, 1998, and being recorded in Deed Book 3405, Page 273, Clayton County, Georgia Records; and

Further less and except all the property conveyed in that certain Right of Way Deed dated February 19, 1998, from Net Lease Realty I, a Maryland corporation, to Clayton County Department of Transportation and Development, filed for record April 28, 1998, and being recorded in Deed Book 3405, Page 277, Clayton County, Georgia Records.

**Exhibit "B"**  
**Due Diligence Materials**

- The Lease and any amendments or modifications thereto
- Any transferrable construction warranties
- Any environmental reports
- Existing title insurance policies
- Existing survey
- Existing insurance policy(s)
- Property Tax Bills from 2023 – 2025

**Schedule 1**  
**Form of Assignment and Assumption of Lease**  
**and Security Deposit**  
(subject to review and approval of local co-counsel)

ASSIGNMENT AND ASSUMPTION OF LEASES AND SECURITY DEPOSIT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND SECURITY DEPOSIT ("**Assignment**") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ ("**Assignor**"), and \_\_\_\_\_, a \_\_\_\_\_ ("**Assignee**").

**WITNESSETH:**

**WHEREAS**, contemporaneously with the execution hereof, Assignor has conveyed to Assignee certain real property commonly known as \_\_\_\_\_ located in \_\_\_\_\_, \_\_\_\_\_ County, \_\_\_\_\_, and more particularly described on **Exhibit "A"** attached hereto (the "**Property**") ; and

**WHEREAS**, in connection with said conveyance, Assignor desires to transfer and assign to Assignee all of Assignor's right, title and interest in and to that certain \_\_\_\_\_ affecting the Property, together with the security deposits associated therewith, and, subject to the terms and conditions hereof, Assignee desires to assume Assignor's obligations in respect of said lease and the security deposits.

**NOW, THEREFORE**, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid to Assignor by Assignee, Assignee's purchase of the Property and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by Assignor and Assignee, Assignor and Assignee hereby covenant and agree as follows:

1. Assignor hereby unconditionally and absolutely assigns, transfers, sets over and conveys to Assignee all of Assignor's right, title and interest as landlord in and to the Lease and all of the rights, benefits and privileges of the landlord thereunder, including without limitation all of Assignor's right, title and interest in and to all security deposits and rentals thereunder.

2. Assignee hereby assumes all liabilities and obligations of Assignor under the Lease which arise on or after the date hereof and agrees to perform all obligations of Assignor under the Lease which are to be performed or which become due on or after the date hereof (except those obligations for which Assignee is indemnified pursuant to Section 3 below for which Assignor shall remain liable and except for those obligations arising due to acts or omissions occurring prior to the date hereof).

3. Assignor shall indemnify and hold Assignee harmless from any claim, liability, cost or expense (including without limitation reasonable attorneys' fees and costs) arising out of (a) any obligation or liability of the landlord or lessor under the Lease which was to be performed or which became due during the period in which Assignor owned the Property, and (b) any obligation or liability of landlord under the Lease arising after the date hereof relating to acts or omissions occurring prior to the date hereof during the period Assignor owned the Property.

4. Assignee shall indemnify and hold Assignor harmless from any claim, liability, cost or expense (including without limitation reasonable attorneys' fees) arising out of Assignee's failure to perform any obligations or liability of the landlord under the Lease arising on or after the date upon which the Lease is assumed by Assignee hereunder.

5. This Assignment shall inure to the benefit of and be binding upon Assignor and Assignee, their respective legal representatives, successors and assigns. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of such counterparts together shall constitute one and the same Assignment.

**IN WITNESS WHEREOF**, the duly authorized representatives of Assignor and Assignee have caused this Assignment to be properly executed under seal as of this day and year first above written.

ASSIGNOR:  
\_\_\_\_\_, a \_\_\_\_\_

By:  
Name:  
Its:

ASSIGNEE:  
\_\_\_\_\_, a \_\_\_\_\_

By:  
Name:  
Title:



**Exhibit A – Legal Description**

Real property in the City of Morrow, County of Clayton, State of Georgia, described as follows:

Tract 1 (Includes Tract 1A)

All that Tract or parcel of land lying and being in Land Lot 116 of the 12th District, Clayton County, Georgia and being more particularly described as follows:

Beginning at the intersection of the eastern right-of-way (80 foot Right-of-Way) of Maddox Road with the southern right-of-way (40 foot from the centerline) of Lake Harbin Road;

Thence along the right-of-way of Lake Harbin Road North 89 degrees 32 minutes 48 seconds East for a distance of 200.03 feet to a re-bar set;

Thence South 11 degrees 07 minutes 25 seconds East for a distance of 198.50 feet to a spike found;

Thence South 89 degrees 07 minutes 22 seconds West for a distance of 199.75 feet to a point on the right-of-way of Maddox Road;

Thence along the right-of-way of Maddox Road North 11 degrees 07 minutes 25 seconds West for a distance of 200.00 feet to a point being the Point of Beginning.

Tract 2 (Includes Tract 2A)

All that Tract or parcel of land lying and being in Land Lots 116 and 117 of the 12th District, Clayton County, Georgia and being more particularly described as follows:

Beginning at the intersection of the eastern right-of-way (80 foot Right-of-Way) of Maddox Road with the southern right-of-way (40 foot from the centerline) of Lake Harbin Road;

Thence along the right-of-way of Maddox Road South 11 degrees 07 minutes 25 seconds East for a distance of 200.00 feet to a point being the Point of Beginning;

Thence North 89 degrees 07 minutes 22 seconds East for a distance of 199.75 feet to a spike found;

Thence North 11 degrees 07 minutes 25 seconds West for a distance of 23.60 feet to a rebar set;

Thence North 89 degrees 22 minutes 52 seconds East for a distance of 145.12 feet to a rebar set;

Thence South 00 degrees 48 minutes 45 seconds East for a distance of 124.20 feet to a rebar set on the right-of-way of Burton Circle;

Thence along a curve to the left having a radius of 893.04 feet and an arc length of 144.05 feet being subtended by a chord of South 86 degrees 54 minutes 32 seconds West for a distance of 143.89 feet to a point;

Thence South 82 degrees 17 minutes 15 seconds West for a distance of 174.85 feet to a rebar found at the intersection of the right-of-way of Burton Circle (50 foot Right-of-Way) and Maddox Road (80 foot Right-of-Way);

Thence along the right-of-way of Maddox Road North 11 degrees 07 minutes 25 seconds West for a distance of 130.07 feet to a point being the Point of Beginning.

Tract 3

All that Tract or parcel of land lying and being in Land Lots 116 and 117 of the 12th District Clayton County Georgia and being more particularly described as follows:

Beginning at the intersection of the eastern right-of way (80 foot Right-of-Way) of Maddox Road with the southern right-of way (40 foot from the centerline) of Lake Harbin Road;

Thence along the right-of-way of lake Harbin Road North 89 degrees 32 minutes 48 seconds East for a distance of 200.03 feet to a re-bar set on the right-of-way of Lake Harbin Road and the Point of Beginning;

Thence along the right-of-way of lake Harbin Road North 89 degrees 32 minutes 48 seconds East for a distance of 85.00 feet to a point;

Thence North 89 degrees 07 minutes 53 seconds East for a distance of 112.91 feet to a point;

Thence South 01 degree 27 minutes 37 seconds West for a distance of 172.32 feet to a rebar set;

Thence South 89 degrees 22 minutes 52 seconds West for a distance 159.77 feet to a re-bar set;

Thence North 11 degrees 07 minutes 25 seconds West for a distance of 174.90 feet to a rebar set and the Point of Beginning.

Tract 4

All that Tract or parcel of Land lying and being in Land Lot 117 of the 12th District, Clayton County, Georgia and being more particularly described as follows:

Beginning at the intersection of the eastern right-of-way (80 foot Right-of-way) of Maddox Road with the southern right-of-way (40 foot from the centerline) of Lake Harbin Road;

Thence along the right-of-way of Lake Harbin Road North 89 degrees 32 minutes 48 seconds East for a distance of 285.03 feet to a point and the Point of Beginning;

Thence North 00 degrees 00 minutes 00 seconds West for a distance of 10.00 feet to a point;

Thence North 89 degrees 07 minutes 53 seconds East for a distance of 113.17 feet to a point;

Thence South 01 degree 27 minutes 37 seconds West for a distance of 10.01 feet to a point;

Thence South 89 degrees 07 minutes 53 seconds West for a distance of 112.91 feet to a point and the Point of Beginning.

#### Overall Tract

All of that Tract or parcel of land lying and being in Land Lot 116 & 117 of the 12th District, Clayton County, Georgia and being more particularly described as follows:

Beginning at the intersection of the eastern right-of-way (80 foot Right-of-Way) of Maddox Road with the southern right-of-way (40 foot from the centerline) of Lake Harbin Road:

Thence along the right-of-way of Lake Harbin Road North 89 degrees 32 minutes 48 seconds East for a distance of 200.03 feet to a re-bar set;

Thence along the right-of-way of Lake Harbin Road North 89 degrees 32 minutes 48 seconds East for a distance of 85.00 feet to a point;

Thence North 00 degrees 00 minutes 00 seconds West for a distance of 10.00 feet to a point;

Thence North 89 degrees 07 minutes 53 seconds East for a distance of 113.17 feet to a point;

Thence South 01 degree 27 minutes 37 seconds West for a distance of 10.01 feet to a point;

Thence South 01 degree 27 minutes 37 seconds West for a distance of 172.32 feet to a rebar set;

Thence South 89 degrees 22 minutes 52 seconds West for a distance of 14.65 feet to a rebar set;

Thence South 00 degrees 48 minutes 45 seconds East for a distance of 124.20 feet to a rebar set on the right-of-way of Burton Circle;

Thence along a curve to the left having a radius of 893.04 feet and an arc length of 144.05 feet, being subtended by a chord of South 86 degrees 54 minutes 31 seconds West for a distance of 143.89 feet to a point;

Thence South 82 degrees 17 minutes 15 seconds West for a distance of 174.85 feet to a rebar found at the intersection of the right-of-way of Burton Circle (50 foot Right-of-Way) and Maddox Road (80 foot Right-of-Way);

Thence along the right-of-way of Maddox Road North 11 degrees 07 minutes 25 seconds West for a distance of 130.07 feet to a point;

Thence along the right-of-way of Maddox Road North 11 degrees 07 minutes 25 seconds West for a distance of 200.00 feet to a point being the Point of Beginning.

Less and except all the property conveyed in that certain Right of Way Deed dated February 19, 1998, from Net Lease Realty I, a Maryland corporation, to Clayton County Department of Transportation and Development, filed for record April 28, 1998, and being recorded in Deed Book 3405, Page 273, Clayton County, Georgia Records; and

Further less and except all the property conveyed in that certain Right of Way Deed dated February 19, 1998, from Net Lease Realty I, a Maryland corporation, to Clayton County Department of Transportation and Development, filed for record April 28, 1998, and being recorded in Deed Book 3405, Page 277, Clayton County, Georgia Records.

**Schedule 2**

**Form of General Assignment**

(subject to review and approval of local co-counsel)

**GENERAL ASSIGNMENT**

THIS GENERAL ASSIGNMENT (this "**Assignment**") is made as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_ ("**Seller**") to \_\_\_\_\_ ("**Purchaser**").

WHEREAS, of even date herewith, Seller has conveyed to Purchaser the real property described in **Exhibit A** attached hereto (the "**Property**"); and

WHEREAS, Seller and Purchaser intend that Seller also convey to Purchaser, without warranty or representation of any kind, including without limitation, any warranty, representation and/or covenant with respect to Seller's ownership or right to assign, all of the additional rights and interests described below (collectively, the "**Additional Rights**").

NOW, THEREFORE, Seller, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, hereby agrees as follows:

All capitalized terms not otherwise defined in this Assignment shall have the same meanings as set forth in the Purchase and Sale Agreement by and between Seller and Purchaser effective as of \_\_\_\_\_.

Seller hereby transfers, conveys, assigns, quitclaims, and releases to Purchaser, at no cost to Seller, all of Seller's right, title, and interest, if any, in and to the following, only to the extent they are assignable and only as they relate to the Land, without warranty or representation as to the ownership, effectiveness, validity or enforceability thereof:

all warranties and agreements from all contractors, subcontractors, vendors, or suppliers regarding the performance, quality of workmanship or quality of materials supplied in connection with the construction, manufacture, development, installation, repair or maintenance of the Improvements, the Personalty or any component thereof;

all certificates, licenses, permits, authorizations, consents and approvals from governmental authorities with respect to (1) the design development, construction and installation of any improvements on the Property, (2) any water usage permits applicable to the Property, and (3) the use, operation and occupancy of the Property, including, without limitation, certificates of occupancy for the commercial building located on the Property. If applicable, Purchaser shall be responsible for notifying the applicable water management district ("**WMD**") of the conveyance of the Property to Purchaser within thirty (30) days after Closing and for filing and processing with the WMD any and all applications required by the WMD in order to effectuate the transfer of any water use permit(s) to Purchaser, and that Purchaser will indemnify and hold harmless Seller from and against any and all loss, damage, fines, liability, costs and expenses (including, but not limited to, attorneys' fees) and other sums that Seller may pay or may become obligated to pay on account of any demand, claim, liability or action in law or equity, relating to, arising from any actions or omissions of Purchaser, its agents or employees, resulting from Purchaser's failure to timely process any water use permit transfer and the use of such permit by Purchaser after the Closing Date; and

all development rights, allocations of development density or other similar rights allocated to or attributable to the land or the Improvements whether arising under or pursuant to governmental requirements,

administrative or formal action by governmental authorities, or agreement with governmental authorities or third parties.

To have and to hold the Additional Rights unto Purchaser, its successors and assigns forever.

**THE ADDITIONAL RIGHTS ARE HEREBY CONVEYED TO PURCHASER IN AN "AS IS," "WHERE IS," "WITH ALL FAULTS" CONDITION AND SELLER DOES NOT WARRANT, AND HEREBY EXPRESSLY DISCLAIMS, ANY AND ALL WARRANTIES OF TRANSFER, QUALITY, FITNESS AND MERCHANTABILITY RELATING TO ANY OF THE ADDITIONAL RIGHTS, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE ADDITIONAL RIGHTS OR THE FITNESS OF ANY OF THE ADDITIONAL RIGHTS CONVEYED HEREBY FOR A PARTICULAR USE OR PURPOSE OR FOR PURCHASER'S INTENDED USE OR PURPOSE.**

Further, Seller makes no representation or warranty with respect to the conveyance of any of the items assigned hereby, nor shall Seller be deemed in any event to be a warrantor, guarantor, or surety for the obligations of any maker of any warranties or guaranties assigned or conveyed hereunder. The Additional Rights conveyed hereby from Seller to Purchaser shall be without recourse to Seller.

*(Signatures on Following Page)*

*(Signature Page to General Assignment)*

**SELLER:**

By:

**PURCHASER:**

By:

**EXHIBIT A**

**LEGAL DESCRIPTION**

Real property in the City of Morrow, County of Clayton, State of Georgia, described as follows:

Tract 1 (Includes Tract 1A)

All that Tract or parcel of land lying and being in Land Lot 116 of the 12th District, Clayton County, Georgia and being more particularly described as follows:

Beginning at the intersection of the eastern right-of-way (80 foot Right-of-Way) of Maddox Road with the southern right-of-way (40 foot from the centerline) of Lake Harbin Road;

Thence along the right-of-way of Lake Harbin Road North 89 degrees 32 minutes 48 seconds East for a distance of 200.03 feet to a re-bar set;

Thence South 11 degrees 07 minutes 25 seconds East for a distance of 198.50 feet to a spike found;

Thence South 89 degrees 07 minutes 22 seconds West for a distance of 199.75 feet to a point on the right-of-way of Maddox Road;

Thence along the right-of-way of Maddox Road North 11 degrees 07 minutes 25 seconds West for a distance of 200.00 feet to a point being the Point of Beginning.

Tract 2 (Includes Tract 2A)

All that Tract or parcel of land lying and being in Land Lots 116 and 117 of the 12th District, Clayton County, Georgia and being more particularly described as follows:

Beginning at the intersection of the eastern right-of-way (80 foot Right-of-Way) of Maddox Road with the southern right-of-way (40 foot from the centerline) of Lake Harbin Road;

Thence along the right-of-way of Maddox Road South 11 degrees 07 minutes 25 seconds East for a distance of 200.00 feet to a point being the Point of Beginning;

Thence North 89 degrees 07 minutes 22 seconds East for a distance of 199.75 feet to a spike found;

Thence North 11 degrees 07 minutes 25 seconds West for a distance of 23.60 feet to a rebar set;

Thence North 89 degrees 22 minutes 52 seconds East for a distance of 145.12 feet to a rebar set;

Thence South 00 degrees 48 minutes 45 seconds East for a distance of 124.20 feet to a rebar set on the right-of-way of Burton Circle;

Thence along a curve to the left having a radius of 893.04 feet and an arc length of 144.05 feet being subtended by a chord of South 86 degrees 54 minutes 32 seconds West for a distance of 143.89 feet to a point;

Thence South 82 degrees 17 minutes 15 seconds West for a distance of 174.85 feet to a rebar found at the intersection of the right-of-way of Burton Circle (50 foot Right-of-Way) and Maddox Road (80 foot Right-of-Way);

Thence along the right-of-way of Maddox Road North 11 degrees 07 minutes 25 seconds West for a distance of 130.07 feet to a point being the Point of Beginning.

#### Tract 3

All that Tract or parcel of land lying and being in Land Lots 116 and 117 of the 12th District Clayton County Georgia and being more particularly described as follows:

Beginning at the intersection of the eastern right-of way (80 foot Right-of-Way) of Maddox Road with the southern right-of way (40 foot from the centerline) of Lake Harbin Road;

Thence along the right-of-way of lake Harbin Road North 89 degrees 32 minutes 48 seconds East for a distance of 200.03 feet to a re-bar set on the right-of-way of Lake Harbin Road and the Point of Beginning;

Thence along the right-of-way of lake Harbin Road North 89 degrees 32 minutes 48 seconds East for a distance of 85.00 feet to a point;

Thence North 89 degrees 07 minutes 53 seconds East for a distance of 112.91 feet to a point;

Thence South 01 degree 27 minutes 37 seconds West for a distance of 172.32 feet to a rebar set;

Thence South 89 degrees 22 minutes 52 seconds West for a distance 159.77 feet to a re-bar set;

Thence North 11 degrees 07 minutes 25 seconds West for a distance of 174.90 feet to a rebar set and the Point of Beginning.

#### Tract 4

All that Tract or parcel of Land lying and being in Land Lot 117 of the 12th District, Clayton County, Georgia and being more particularly described as follows:

Beginning at the intersection of the eastern right-of-way (80 foot Right-of-way) of Maddox Road with the southern right-of-way (40 foot from the centerline) of Lake Harbin Road;

Thence along the right-of-way of Lake Harbin Road North 89 degrees 32 minutes 48 seconds East for a distance of 285.03 feet to a point and the Point of Beginning;

Thence North 00 degrees 00 minutes 00 seconds West for a distance of 10.00 feet to a point;

Thence North 89 degrees 07 minutes 53 seconds East for a distance of 113.17 feet to a point;

Thence South 01 degree 27 minutes 37 seconds West for a distance of 10.01 feet to a point;

Thence South 89 degrees 07 minutes 53 seconds West for a distance of 112.91 feet to a point and the Point of Beginning.

#### Overall Tract

All of that Tract or parcel of land lying and being in Land Lot 116 & 117 of the 12th District, Clayton County, Georgia and being more particularly described as follows:

Beginning at the intersection of the eastern right-of-way (80 foot Right-of-Way) of Maddox Road with the southern right-of-way (40 foot from the centerline) of Lake Harbin Road:

Thence along the right-of-way of Lake Harbin Road North 89 degrees 32 minutes 48 seconds East for a distance of 200.03 feet to a re-bar set;

Thence along the right-of-way of Lake Harbin Road North 89 degrees 32 minutes 48 seconds East for a distance of 85.00 feet to a point;

Thence North 00 degrees 00 minutes 00 seconds West for a distance of 10.00 feet to a point;

Thence North 89 degrees 07 minutes 53 seconds East for a distance of 113.17 feet to a point;

Thence South 01 degree 27 minutes 37 seconds West for a distance of 10.01 feet to a point;

Thence South 01 degree 27 minutes 37 seconds West for a distance of 172.32 feet to a rebar set;

Thence South 89 degrees 22 minutes 52 seconds West for a distance of 14.65 feet to a rebar set;

Thence South 00 degrees 48 minutes 45 seconds East for a distance of 124.20 feet to a rebar set on the right-of-way of Burton Circle;

Thence along a curve to the left having a radius of 893.04 feet and an arc length of 144.05 feet, being subtended by a chord of South 86 degrees 54 minutes 31 seconds West for a distance of 143.89 feet to a point;

Thence South 82 degrees 17 minutes 15 seconds West for a distance of 174.85 feet to a rebar found at the intersection of the right-of-way of Burton Circle (50 foot Right-of-Way) and Maddox Road (80 foot Right-of-Way);

Thence along the right-of-way of Maddox Road North 11 degrees 07 minutes 25 seconds West for a distance of 130.07 feet to a point;

Thence along the right-of-way of Maddox Road North 11 degrees 07 minutes 25 seconds West for a distance of 200.00 feet to a point being the Point of Beginning.

Less and except all the property conveyed in that certain Right of Way Deed dated February 19, 1998, from Net Lease Realty I, a Maryland corporation, to Clayton County Department of Transportation and Development, filed for record April 28, 1998, and being recorded in Deed Book 3405, Page 273, Clayton County, Georgia Records; and

Further less and except all the property conveyed in that certain Right of Way Deed dated February 19, 1998, from Net Lease Realty I, a Maryland corporation, to Clayton County Department of Transportation and Development, filed for record April 28, 1998, and being recorded in Deed Book 3405, Page 277, Clayton County, Georgia Records.

**FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT**

**THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT** (the “**First Amendment**”) is made and entered into effective as of April 2, 2026 (the “**Amendment Effective Date**”), by and between **GIPGA 2383 LAKE HARBIN ROAD, LLC**, a Delaware limited liability company (“**Seller**”), and **VANGUARD ASSET HOLDINGS, LLC, SERIES 102**, a Delaware limited liability company (“**Purchaser**”).

**RECITALS**

A. Seller and Purchaser previously entered into that certain Purchase and Sale Agreement having an Effective Date of March 23, 2026 (the “**Agreement**”), regarding certain real property located in the City of Morrow, Clayton County, Georgia, and more particularly described in the Agreement.

B. Seller and Purchaser desire to amend the Agreement in the manner provided for in this First Amendment.

C. All capitalized terms used in this First Amendment shall have the same meanings ascribed to them in the Agreement, unless otherwise indicated herein to the contrary.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Recitals**. The above-referenced recitals are true and correct and hereby incorporated into this First Amendment for all purposes.

2. **Ratification**. The Agreement is hereby ratified as of the date hereof and declared in full force and effect as of such date, as modified and amended hereby. From and after the last date of execution of this First Amendment, all references to the Agreement shall be deemed to refer to the Agreement as amended by this First Amendment.

3. **Due Diligence Period**. Purchaser hereby acknowledges and agrees that (i) the Due Diligence Period shall be deemed to have expired as of the Amendment Effective Date, and (ii) Purchaser shall no longer have any right to terminate the Agreement pursuant to Section 8.0 of the Agreement.

4. **Purchase Price**. Section 2.0 of the Agreement is hereby amended such that the Purchase Price originally set forth therein (i.e., \$1,558,000.00) shall be reduced by the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00) (the “**Purchase Price Reduction**”) for certain heating, air conditioning, and ventilation system, pavement, landscaping, and drive-through repairs on the Property, and the Purchase Price shall hereafter be the sum of One Million Four Hundred Fifty-Eight Thousand and No/100 Dollars (\$1,458,000.00).

5. **Earnest Money**. As consideration for Seller providing Purchaser with the Purchase Price Reduction, Purchaser shall deliver to Escrow Agent an additional sum of Fifty Thousand Dollars (\$50,000.00) (“**Additional Earnest Money**”) paid in cash upon execution of this First Amendment, to be held by Escrow Agent in the same account as the Earnest Money currently held by Escrow Agent pursuant to Section 2.1 of the Agreement (“**Initial Earnest Money**”), and applied to the Purchase Price on the date of the Closing. The Initial Earnest Money and the Additional Earnest Money are hereinafter, collectively, referred to as the “**Earnest Money**”. The Earnest Money shall be deemed non-refundable as of the Amendment Effective Date, except as otherwise set forth in the Agreement.

6. Repairs. As consideration for Seller providing Purchaser with the Purchase Price Reduction, Purchaser hereby acknowledges and agrees that as of the Amendment Effective Date, Purchaser shall automatically be deemed, on behalf of itself and on behalf of its transferees and their respective successors and assigns, to waive, relinquish, release and forever discharge Seller and Seller's Affiliates from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorneys' fees) of any and every kind or character, known or unknown, by reason of or arising out of any heating, air conditioning, and ventilation systems, pavement, landscaping, drive-through, and/or related equipment, systems, and facilities, as applicable, all as located on the Property, to the same extent provided in Section 21 with respect to the remainder of the Property. The provisions of this Section 5 shall survive the Closing.

7. No Further Amendments. In the event of any inconsistencies between the terms and provisions of this First Amendment and the terms and provisions of the Agreement, the terms and provisions of this First Amendment shall control.

8. Counterparts. This First Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to another to physically form one document. Facsimile copies or other electronic scans or reproductions of this First Amendment and the signatures thereon shall have the same force and effect as if the same were original.

**[SIGNATURES ON FOLLOWING PAGE(S)]**

IN WITNESS WHEREOF, Seller and Purchaser have entered into this First Amendment to Purchase and Sale Agreement as of the Amendment Effective Date.

**SELLER:**

**GIPGA 2383 LAKE HARBIN ROAD, LLC,**  
a Delaware limited liability company

By:  
David Sobelman,  
its President

Execution Date: April \_\_\_\_, 2026

**PURCHASER:**

**VANGUARD ASSET HOLDINGS, LLC, SERIES 102,**  
a Delaware limited liability company

By:  
Nizar Omar,  
its Manager

Execution Date: April \_\_\_\_\_, 2026