PURCHASE AND SALE AGREEMENT

This **PURCHASE AND SALE AGREEMENT** (this "Agreement"), dated the _____ day of August, 2017 to be effective as of the date the last party executes this Agreement (the "Effective Date"), is made by and between **Thomas Eimer,** an individual **("Seller")** and **The Mayor and Aldermen of the City of Savannah,** a municipal corporation organized under the laws of the State of Georgia **("Purchaser")**.

In consideration of the mutual covenants herein contained, Seller and Purchaser agree as follows:

1.
PURCHASE AND SALE

1.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, the following described property (herein collectively called the "Property"):

(a) Property. That certain property (the "Property") located at 216 Windsor Road, Savannah, GA, Chatham County Tax Assessor Property Identification Number (PIN) 2-0692-06-059, as more particularly described in Exhibit "A" attached hereto; subject to survey.

(b) Improvements. All improvements (the "Improvements") in and on the Land.

(c) Easements. All easements, if any, benefiting the Land.

(d) Rights and Appurtenances. All rights and appurtenances pertaining to the foregoing, if any, including any right, title and interest of Seller, if any, in and to adjacent streets, alleys or rights-of-way.

(e) Tangible Personal Property. All of Seller's right, title and interest in all appliances, fixtures, equipment, machinery, furniture, carpet, drapes and other personal property, if any, located on or about the Land and the Improvements on the Effective Date of this Agreement (the "Tangible Personal Property").

1.2 Certain Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) "Environmental Requirements" shall mean all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees, now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivisions in which the Property is located, and any other political subdivision, agency or instrumentality

exercising jurisdiction over the owner of the Property, the Property, or the use of the Property, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment (including, without limitation, ambient air, surface water, ground water or land or soil).

(b) "Hazardous Materials" shall mean any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.) ("CERCLA") or any regulations promulgated under or pursuant to CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. §6901 et. seq.) ("RCRA") or regulations promulgated under or pursuant to RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. §2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements (as hereinafter defined) or the common law, or any other applicable laws relating to the Property. Hazardous Materials shall include, without limitation, any substance, the presence of which on the Property, (A) requires reporting, investigation or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Property or adjacent property; or (C) which, if it emanated or migrated from the Property, could constitute a trespass.

2.
PURCHASE PRICE

2.1 Purchase Price. At and in the event of Closing (as defined in Section 6.1), Purchaser shall pay to Seller in cash, check or wired funds in United States currency the purchase price (the "Purchase Price") for the Property of One Hundred Thousand and 00/100 Dollars ($100,000.00).

3.
EARNEST MONEY

3.1 Earnest Money. Purchaser shall deliver to Weiner, Shearouse, Weitz, Greenberg & Shawe, LLP (the "Escrow Agent") within five (5) business days after the Effective Date a fully-executed copy of this Agreement, by wire transfer in accordance with wire transfer instructions provided by the Escrow Agent, or a letter of credit to be held in Escrow by the Escrow Agent in an amount equal to five percent (5%) of the purchase price of $100,000 equating to $5,000 (the "Earnest Money Deposit"). The parties shall

execute on or prior to the Effective Date the Escrow Agreement attached hereto as Exhibit "B", and the Earnest Money Deposit shall be held by the Escrow Agent in accordance with the terms thereof. Seller shall have the option of terminating this Agreement if the full amount of Earnest Money Deposit is not delivered to the Escrow Agent as provided for in this Section 3.1. Purchaser agrees to deliver promptly or cause the Escrow Agent to deliver written acknowledgment by the Escrow Agent that the executed copy of this Agreement and the Earnest money Deposit have been received by and are being held by the Escrow Agent pursuant to the terms of this Agreement. If the sale of the Property is consummated under this Agreement, the Earnest Money Deposit shall be paid to Seller and applied to the payment of the Purchase Price at Closing. If Purchaser terminates this Agreement prior to the expiration of the Inspection Period (as such term is defined in Section 4.1 below) in accordance with the right to terminate granted to Purchaser in Section 4 of this Agreement, the Earnest Money Deposit shall be returned to Purchaser, and no party hereto shall have any further obligations under this Agreement except for such obligations which by their terms expressly survive the termination of this Agreement (the "Surviving Obligations"). If Purchaser does not terminate this Agreement prior to the expiration of the Inspection Period in accordance with the right to terminate granted to Purchaser in Section 4 of this Agreement, Purchaser shall be deemed to have accepted the Property and to be satisfied with the due diligence in connection therewith. After the expiration of the Inspection Period without the termination of this Agreement by the Purchaser in accordance with Section 4 of this Agreement, the Seller shall be entitled to retain the Earnest Money Deposit unless this Agreement is terminated by Purchaser in accordance with Section 7 or Section 8.1 below.

4.
CONDITIONS TO CLOSING

4.1 Inspection Period.

(a) Seller Deliveries. Within five (5) days of the Effective Date, Seller shall deliver to Purchaser the following items (together, the "Seller Deliveries"), to the extent the same are in Seller's possession: (i) copies of any existing title insurance policies, commitments and title exception documents; (ii) copies of any existing surveys, plats, tax maps and site plans; (iii) copies of all existing environmental reports and soils reports; (iv) copies of any zoning certificates; (v) copies of any letters regarding the availability of utilities; (vi) copies of all leases affecting the Property; (vii) copies of any service contracts affecting the Property; (viii) copies of any property management reports for the most recent 12 month period; (ix) copies of any franchise agreements affecting the Property; (x) copies of any and all third party approvals or restrictions applicable to the Property; (xi) copies of any declarations of easements, covenants and/or restrictions affecting the Property; and (xii) copies of any liability or casualty insurance policies related to the Property. At any time mutually acceptable to Purchaser and Seller during the Inspection Period, Seller shall also make available to Purchaser, for Purchaser's review at either Seller's offices or at the Property, any additional documents pertaining to the Property in Seller's possession.

(b) Title Commitment and Survey. At Purchaser's option and sole expense, Purchaser may obtain an updated title commitment (a "Title Commitment") for an Owner's Policy of Title Insurance issued by a title insurance company selected by Purchaser (the "Title Company"). Purchaser may obtain, at Purchaser's option and expense, a current survey of the Property (the "Survey") prepared by a licensed surveyor.

(c) Purchaser's Inspection Period. Purchaser shall have from the Effective Date until ninety (90) days after the Effective Date (the "Inspection Period"), within which to: (A) approve or disapprove the Title Commitment and the Survey (if any), including the information reflected therein, such approvals or disapprovals to be within Purchaser's sole discretion; (B) conduct feasibility studies to determine, in the Purchaser's sole discretion, if the Property is feasible for Purchaser's intended use; and (C) conduct such other investigations as the Purchaser, in Purchaser's sole discretion, shall determine to be necessary or appropriate, including but not limited to obtaining approval from the U.S. Army Corps of Engineers of the jurisdictional wetland determination and associated wetlands survey of the site and completing the geotechnical investigations. If Purchaser determines, for any reason or no reason, that the Property is not suitable for its purposes, Purchaser shall have the right to terminate this Agreement by written notice to the Seller given on or prior to the expiration of the Inspection Period. The Inspection Period may be extended for up to two (2) thirty (30) day periods (the "Inspection Extensions") upon payment on or before the then-applicable date of expiration of the Inspection Period by the Purchaser to the Escrow Agent of additional Earnest Money in the amount of One Thousand and No/100 Dollars ($1,000.00) for each Inspection Extension exercised by Purchaser, except that such additional Earnest Money is non-refundable (except for Seller default or except where Purchaser is expressly allowed to terminate this Agreement as set forth herein) but applicable towards the amount of the Purchase Price.

(d) Title and Survey Objections. With respect to title and survey matters, if Purchaser disapproves any particular item by written notice to Seller during the Inspection Period, as it may be extended, Seller shall cure or attempt to cure Purchaser's objections to such item within ten (10) days after Purchaser's notice of disapproval, provided that Purchaser may, at its sole discretion, extend such ten (10) day period for cure. Purchaser shall not be required to give notice of objection to liens, and Seller shall have the obligation to remove any liens which may be removed solely by the payment of money. Except with respect to liens against the Property, Seller shall not be obligated to incur more than $20,000 in costs to cure Purchaser's title objections. In the event Seller is unable to cure any one or more of Purchaser's objections pursuant to this Section 4.1, Seller shall notify Purchaser in writing of such election within such ten (10) day period. In the event Seller fails to notify Purchaser of its inability to cure any one or more of Purchaser's objections within such ten (10) day period, then such failure to notify Purchaser shall be deemed Seller's acknowledgement that Seller is unable to cure said objections. Purchaser shall then notify Seller as to whether Purchaser intends to: (i) waive the particular objection and continue under the terms of this Agreement; (ii) to cure the uncured objection on behalf of Seller by acting as Seller's attorney-in-fact (the

appointment of which Seller is deemed to approve by signing and accepting this Agreement); or (iii) terminate this Agreement. If either Seller elects to cure the objections on its own behalf or Purchaser elects to cure the uncured objections on behalf of Seller, then the accrual of time frames and periods shall be subject to a "standstill" arrangement commencing on the date of receipt by Seller from Purchaser of its notice of objections to title and/or survey and continuing until the date that the objections are cured in Purchaser's sole satisfaction, at which point the standstill arrangement shall terminate and Purchaser shall resume accruing days under said periods. Notwithstanding the foregoing, Purchaser shall be entitled to continue its inspection of the Property during the standstill period. The term "Permitted Exceptions", as used herein, shall mean (i) the title exceptions listed in Schedule B of the Title Commitment which Purchaser approves or is deemed to approve pursuant to this Section 4.1; (ii) any general exceptions and exclusions contained in the standard owner's policy of the Title Company that are not deleted pursuant to the delivery of a standard owner's title affidavit; and (iii) any documents specifically contemplated by this Agreement to be recorded at or prior to Closing. Purchaser shall have until the Closing Date in which to re-examine title to the Property and in which to give Seller written notice of any additional objections to title created after the date of the Title Commitment.

(e) Environmental and Geotechnical Review. With respect to any environmental or geotechnical inspections, investigations or assessments, Seller hereby permits Purchaser and Purchaser's agent(s) to enter upon the Property during normal business hours to conduct any such inspections, investigations or assessments that Purchaser or Purchaser's agent(s) may deem necessary or advisable. Seller acknowledges and agrees that Purchaser shall be entitled to undertake certain land disturbance to the Property in conducting ordinary geotechnical studies which Purchaser deems necessary or advisable (including, but not limited to, taking of samples for testing of evidence of hazardous or other toxic waste contamination or contamination by fuels, oils, lead paint or asbestos; clearing of brush and trees for such inspection activities; drilling a well to determine well-water availability and digging test pits to determine soil compliance for septic systems).

(f) Indemnity by Purchaser. To the extent permitted by Georgia law and without waiver of sovereign immunity, Purchaser shall be liable for and shall indemnify Seller for all costs and expenses (not to include assessments or penalties resulting from the discovery of the violation of any laws, statutes, ordinances or regulations), and/or damage or injury to any person or property resulting from Purchaser's inspections.

(g) Termination. If this Agreement is terminated by Purchaser pursuant to this Section 4.1, or under other circumstances set forth in this Agreement pursuant to which Purchaser is entitled to terminate this Agreement Escrow Agent shall, without being required to consult with Seller or obtain Seller's prior consent, refund the Earnest Money to Purchaser (less and excepting the sum of $100.00 which shall be paid over to Seller in consideration of entering into this Agreement) within three (3) business days of receipt of a copy of such notice of termination, and neither party shall have any further obligations under this Agreement except with respect to the obligations that expressly survive

termination as provided herein. If Purchaser does not terminate this Agreement prior to the expiration of the Inspection Period, Purchaser shall be entitled to continue its inspection and investigation of the Property at any time through the Closing Date, but Purchaser shall be deemed to have waived its right to terminate this Agreement set forth in Section 4.1(a) (except for Seller default or except where Purchaser is otherwise expressly allowed to terminate this Agreement as set forth elsewhere herein).

5.
REPRESENTATIONS AND WARRANTIES BY SELLER

5.1 Representations and Warranties. To induce Purchaser to purchase the Property from Seller, Seller represents and warrants to Purchaser as follows:

(a) Seller has no knowledge of, and has received no notice from, any governmental authority requiring any work, repairs, construction, alterations or installations on or in connection with the Property, or asserting any violation of any federal, state, county or municipal laws, ordinances, codes, orders, regulations or requirements affecting any portion of the Property, including, without limitation, the Americans with Disabilities Act and any applicable Environmental Requirements. There is no action, suit or proceeding pending or threatened against or affecting Seller or the Property or any portion thereof or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality.

(b) No assessments or charges for any public improvements have been made against the Property which remain unpaid, no improvements to the Property or any roads or facilities abutting the Property have been made or ordered for which a lien, assessment or charge can be filed or made against the Property, and Seller has no knowledge of any plans for improvements by any governmental or quasi-governmental authority which might result in a special assessment against the Property. Seller has incurred no obligations relating to the installation of or connection to any sanitary sewers or storm sewers which shall be enforceable against the Property, and, to the extent that Seller is obligated to do so, all public improvements ordered, advertised, commenced or completed prior to the date of Closing shall be paid for in full by Seller prior to Closing.

(c) The Property is duly subdivided in accordance with all applicable laws and constitutes an independent tract of land for all applicable zoning, subdivision and taxation purposes.

(d) The Property is serviced by public water and electric. Seller has no knowledge of and has received no notice of any present or threatened ban, moratorium or other limitation of any kind on new connections or additional flows to the sewage treatment plant serving or to serve the Property or the conveyance facilities leading to such sewage treatment plant.

(e) To the best of Seller's knowledge and belief without any investigation: (i) there has been no disposal, burial or placement of Hazardous Materials on or about the Property; (ii) the Property and Seller are not in violation of any Environmental Requirements; (iii) there is no contamination, pollution or danger of pollution resulting from a condition on or under the Property or on or under any lands in the vicinity of the Property; (iv) there are no storage tanks on the Property; (v) Seller has disclosed to Purchaser all information in Seller's possession relating to the environmental condition of the Property. Seller has not received any information from neighboring property owners indicating they have any concerns about existing environmental conditions that could affect the Property or suggesting they might look to Seller for contribution to clean up such conditions.

(f) There are no management, employment, service, equipment, supply, maintenance, water, sewer, or other utility or concession agreements with municipalities (including improvement or development escrows or bonds) with respect to or affecting the Property which will burden the Property or Purchaser after Closing in any manner whatsoever, except for instruments of record.

(g) Seller is the holder of fee simple title to the Property and there are no other owners having any interest in the Property.

(h) There are miscellaneous existing leases, whether oral or written, agreements of sale, options, tenancies, licenses or any other claims to possession affecting the Property, which will be terminated prior to Closing.

(i) All mortgages affecting the Property, if any, are capable of being released at Closing by a payoff amount that is less than the Purchase Price.

(j) There are no proceedings pending or threatened by or against Seller in bankruptcy, insolvency or reorganization in any state or federal court.

(k) Seller has the power and authority to enter into this Agreement and to consummate the transactions herein contemplated. Neither the execution and delivery of this Agreement, nor compliance with the terms and conditions of this Agreement by Seller, nor the consummation of the sale, constitutes or will constitute a violation or breach of any agreement or other instrument to which Seller is a party, to which Seller is subject or by which Seller is bound. This Agreement, as executed, is valid, legal and binding upon Seller.

(l) No representation, statement or warranty by Seller contained in this Agreement or in any exhibit attached hereto contains or will contain any untrue statements or omits or will omit a material fact necessary to make the statement of fact therein recited not misleading. If, after Seller's execution hereof, any event occurs or condition exists which renders any of the representations contained herein untrue or misleading, Seller shall immediately notify Purchaser.

The foregoing representations and warranties shall be deemed to be re-made as of Closing and shall survive Closing.

6.
CLOSING

6.1 Closing. Unless the parties mutually agree upon another time or date, the closing (the "Closing" or the "Closing Date") shall be held at the offices of Purchaser's attorney at 10:00 a.m. on or before ten (10) business days after expiration of the Inspection Period and extensions of the Inspection Period, if extensions are so exercised by Purchaser. Purchaser and Seller may be entitled to a "mail-away" or courier closing if either so requests by notice to the other.

6.2 Possession. Possession of the Property shall be delivered to Purchaser at the Closing, subject only to the Permitted Exceptions.

6.3 Proration; Taxes. If applicable, at Closing, pro-rations of taxes and assessments and the apportionment of taxes shall be as follows:

(a) Taxes. Real estate and personal property taxes and other assessments with respect to the Property for the year in which the Closing occurs shall be prorated as of 12:01 a.m. on the Closing Date. If the Closing shall occur before the tax rate or the assessed valuation of the Property is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation. Subsequent to the Closing, when the tax rate and the assessed valuation of the Property are fixed for the year in which the Closing occurs, the parties agree to adjust the proration of taxes and, if necessary, to refund or repay such sums as shall be necessary to effect such adjustment. If the Property is not assessed as a separate parcel for tax or assessment purposes, then such taxes and assessments attributable to the Property shall be reasonably calculated based upon a calculation of the applicable taxes per acre of the parcel of which the Property is a part. If, as of the Closing, the Property is not being treated as a separate tax parcel, then the Purchaser and Seller shall cooperate to ensure that the Property is assessed separately for tax and assessment purposes within no more than one year from the Closing Date.

(b) Special Assessments. In the event of any special assessments that are levied against the Property in the year of the Closing, such special assessments shall be allocated as follows: (i) Seller shall pay all special

assessments related to improvements which have been substantially completed on or before the Closing; and (ii) Purchaser shall pay all special assessments related to improvements which have not been substantially completed on or before the Closing.

(c) Roll Back Taxes. The payment of roll-back taxes shall be the responsibility of Seller. At Closing, Seller agrees that the Purchaser shall be given a credit against the Purchaser Price for the estimated amount of roll-back taxes. In the event that the credit given to Purchaser at Closing exceeds the actual roll-back taxes when they are assessed, then Purchaser shall refund the excess amount to Seller. In the event that the credit given to Purchaser at Closing is less than the actual roll-back taxes when they are assessed, then Seller agrees to deliver additional funds to Purchaser at the time of that the taxes are assessed.

The agreements of Seller and Purchaser set forth in this Section 6.3 shall survive the Closing.

6.4 Closing Costs. Except as otherwise expressly provided herein, Seller shall pay, on the Closing Date, all of the cost of the preparation of the deed and customary Seller affidavits and certifications, any deed transfer taxes, and Purchaser shall pay, on the Closing Date, the cost of any title insurance policies or commitments, the cost of a title search or abstract of the Property, all recording costs, and the cost of any inspections and/or surveys. Any other closing costs shall be adjusted in accordance with local custom for the County and State where the Property is located. Except as otherwise provided herein, each party shall pay its own attorneys' fees. Notwithstanding anything else herein contained, Seller's costs shall be limited to payment of commission to Broker, Seller's attorney's fees, including deed preparation, transfer tax, proration of Income and Expenses and ad valorem taxes, and the cost to cure any title objections pursuant to Section 4.1(e) (which amount shall be limited to $20,000 except with respect to liens against the Property which must be discharged at or prior to Closing).

6.5 Seller's Obligations at the Closing. At the Closing, Seller shall deliver to Purchaser each of the following documents:

(a) Deed. A General Warranty Deed (the "Deed") executed by Seller conveying good, marketable and insurable fee simple title to the Land and the Improvements located thereon to Purchaser subject to no exceptions other than the Permitted Exceptions.

(b) Foreign Person. An affidavit of Seller certifying that Seller is not a "foreign person," as defined in the Federal Foreign Investment in Real Property Tax Act of 1980, and the 1984 Tax Reform Act, as amended.

(c) Owner's Affidavit. An executed affidavit or other document acceptable to the Title Company in issuing the Owner's Policy without exception for possible lien claims of mechanics, laborers and materialmen or for parties in possession, as applicable.

(d) Mortgage Payoff. Seller shall deliver to Purchaser's attorney any information necessary for Purchaser's attorney to obtain a payoff letter from any mortgagee of record. Seller understands and agrees that the closing proceeds will be applied to terminate any mortgage or record prior to any disbursement being made to Seller.

(e) Closing Statement. A closing statement setting forth the allocation of closing costs, purchase proceeds, etc.

(f) Bill of Sale. A Bill of Sale (the "Bill of Sale") executed by Seller assigning to Purchaser any Tangible Personal Property existing on the land for its improvements at the date of Closing.

(g) Cancellation of Agreements. Proof of cancellation of all agreements affecting the Property which would extend beyond the Closing Date which are not expressly assumed by the Purchaser.

(h) Other Documentation. Such other documents as may be reasonable and necessary in the opinion of the Purchaser or its counsel to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Agreement.

6.6 Purchaser's Obligations at the Closing. At the Closing, Purchaser shall deliver to Seller the following:

(a) Purchase Price. The balance of the Purchase Price by certified check, bank check or wire transfer of immediately available U.S. funds.

(b) Closing Statement. A closing statement setting forth the allocation of closing costs, purchase proceeds, etc.

(c) Certificate of Existence/Good Standing. Intentionally omitted.

(d) Evidence of Authority. If the Purchaser (or its assignee) is a legal entity, such consents and authorizations as Seller may reasonably deem necessary to evidence authorization of Purchaser for the purchase of the Property, the execution and delivery of any documents required in connection with Closing and the taking of all action to be taken by the Purchaser in connection with Closing.

(e) Other Documentation. Such other documents as may be reasonable and necessary in the opinion of the Seller or its counsel to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Agreement.

6.7 Conditions Precedent to Purchaser's Obligations. Purchaser's obligations at Closing (including, but not limited to, the disbursement of proceeds and documents) are subject to 1) the issuance of the Title Commitment by the Title Company, "marked down" through Closing, subject only to the Permitted Exceptions.

7.
RISK OF LOSS

7.1 Condemnation. If, prior to the Closing, action is initiated to take any of the Property by eminent domain proceedings or by deed in lieu thereof, Purchaser may either (a) terminate this Agreement, or (b) consummate the Closing, in which latter event the award of the condemning authority shall be assigned to Purchaser at the Closing.

7.2 Casualty. Seller assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing has been consummated. If the Property, or any part thereof, suffers any damage prior to the Closing from fire or other casualty, which Seller, at its sole option, does not repair, Purchaser may either (a) terminate this Agreement, or (b) consummate the Closing, in which latter event the proceeds of any insurance not exceeding the Purchase Price and covering such damage shall be assigned to Purchaser at the Closing together with payment of any applicable deductible.

8.
DEFAULT

8.1 Breach by Seller. If Seller breaches this Agreement, Purchaser shall be entitled to the immediate return of the Earnest Money and shall have the right to pursue any and all remedies available at law or in equity, including, without limitation, the remedy of specific performance.

8.2 Breach by Purchaser. If Purchaser breaches this Agreement, Seller may, as Seller's sole remedy and relief hereunder, terminate this Agreement and thereupon be entitled to receive the Earnest Money as liquidated damages (and not as a penalty). Seller and Purchaser have made the above provision for liquidated damages because it would be difficult to calculate, on the date hereof, the amount of actual damages for such breach, and that these sums represent reasonable compensation to Seller for such breach.

8.3 Return/Delivery of Earnest Money. In the event the Earnest Money is delivered to the Seller, as provided in Section 8.2 above, upon the return or delivery of the same, the parties hereto shall have no further rights, obligations or liabilities with respect to each other hereunder, except for such obligations which expressly survive termination as provided in this Agreement.

8.4 Notice and Cure Rights. In the event of a default under any covenant contained in this Agreement, the non-defaulting party shall give the defaulting party notice of such default, specifying in reasonable detail the nature of the default. Thereafter the defaulting party shall have fifteen (15) days from the date notice of default is given to cure the default. If the defaulting party cures the default within the 15-day period, it shall not incur any liability to the other party for the default. Each party shall reasonably cooperate with any and all attempts by the other to cure any default within the cure-period.

9.
SELLER COVENANTS

9.1 Future Operations. From the Effective Date until the Closing or earlier termination of this Agreement, Seller will (a) keep, maintain and, if applicable, operate the Property in substantially the same condition and manner as of the Effective Date, reasonable wear and tear excepted; and (b) promptly advise Purchaser within five (5) days receipt of notice of any of the following: litigation, arbitration or administrative hearing from the City, County, State or any other authority or otherwise concerning the Property arising or threatened of which Seller has written notice; special assessments or proposed increases in the valuation of the Property; condemnation or eminent domain proceedings affecting any portion of the Property; citations or notices regarding failures to maintain any permits or licenses for the Property; and liens affecting the Property. Seller shall take no action that might materially damage or adversely affect the value of the Property after the Effective Date, and shall not cause or suffer any waste of the Property. The Property shall be in substantially the same condition on the Closing Date as on the Effective Date except as otherwise provided in this Agreement, and Seller shall make all necessary repairs and replacements until the Closing as necessary to comply with the requirements hereof. Until Closing, Seller shall maintain such casualty and liability insurance on the Property as is presently being maintained.

9.2 Leases, Easements Etc. So long as this Agreement remains in effect, Seller shall not enter into any leases, easements or other documents affecting the Property without the prior written consent of the Purchaser. From the Effective Date through the Closing, Seller shall (a) fulfill all its obligations under all contracts, leases or other documents affecting the Property, (b) not terminate or modify such contracts without the prior written consent of the Purchaser except such obligations as are freely terminable without penalty upon not more than thirty (30) days' written notice, (c) not undertake any action with respect to the Property or the operation thereof outside the ordinary course of business without Purchaser's prior written consent. Upon notice from Purchaser given after the end of the Inspection Period, Seller shall terminate such contracts as are designated by Purchaser, provided that such termination is without cost to Seller (except for any management or leasing agreement, which shall be terminated even if there is cost to Seller).

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MISCELLANEOUS

10.1 Notices. All notices, demands and requests which may be given or which are required to be given by either party to the other under this Agreement, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective: (i) immediately, when personally delivered to the intended recipient; (ii) three (3) business days after having been sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (iii) immediately, when delivered in person to the address set forth below for the party to whom the notice was given; (iv) at noon of the business day next following after having been deposited into the custody of a nationally recognized overnight delivery service, addressed to such party at the address specified below; (v) immediately, if sent during regular business hours or at 8:30 a.m. local time on the next business day next following an after-hours, weekend or holiday notice sent by facsimile, provided that receipt for such facsimile is verified by the sender and followed by a notice sent in accordance with one of the other provisions set forth above; or (vi) immediately, upon actual receipt. Any notice sent as required by this section and refused by recipient shall be deemed delivered as of the date of such refusal. For purposes of this Section 10.1, the addresses and facsimile numbers of the parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

As to the Seller: Mr. Thomas Eimer
2614 Mechanics Avenue
Thunderbolt, Georgia 31404

As to the Purchaser: City Manager
City of Savannah
P.O. Box 1027
Savannah, Georgia 31402

Copy to: City Attorney
City of Savannah PO
Box 1027
Savannah, Georgia 31402

And: Director of Real Property Services
City of Savannah
PO Box 1027
Savannah, Georgia 31402

And: William W. Shearouse, Jr.
Weiner, Shearouse, Weitz, Greenberg & Shawe, LLP
14 East State Street
Savannah Georgia 31401

10.2 Real Estate Commissions. Purchaser has not employed or retained a real estate broker in this transaction, and no brokerage fee is applicable from Purchaser. Any brokerage or transaction fee due is solely the responsibility of Seller. Seller hereby agrees to indemnify and hold harmless Purchaser from and against any and all claims for Broker's Fees or Commissions or similar charges with respect to this transaction, arising by, though, or under the indemnifying party, and further agrees to indemnify and hold harmless Purchaser from any loss or damage resulting from an inaccuracy in its representations contained herein. This Indemnification Agreement of the parties shall survive the closing.

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

10.4 Successors and Assigns; Assignment. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns. Purchaser shall have the right to freely assign its rights under this Agreement.

10.5 Attorneys' Fees. In the event it becomes necessary for either party hereto to file suit to enforce this Agreement or any provision contained herein, the party prevailing in such suit shall be entitled to recover, in addition to all other remedies or

damages, as provided herein, reasonable attorneys' fees, paralegal fees and cost incurred in such suit at trial, appellate, bankruptcy and/or administrative proceedings.

10.6 Section 1031 Exchange. Either Purchaser or Seller may consummate the sale and purchase of the Property as part of a so-called like kind exchange (the "Exchange") pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, provided that: (i) the Closing shall not be delayed or affected by reason for the Exchange nor shall the consummation or accomplishment of the Exchange be a condition to the exchanging party's obligations under this Agreement; and (ii) the non-exchanging party shall not be required to acquire or hold title to any real property for purposes of consummating the Exchange; (iii) the non-exchanging party shall not, by this agreement or acquiescence to the Exchange have its rights under this Agreement affected or diminished in any manner; (iv) the non-exchanging party shall not be responsible for compliance with or be deemed to have warranted to the exchanging party that the Exchange in fact complies with Section 1031 of the Internal Revenue Code of 1986, as amended; and (v) all additional transaction costs incurred by reason of the Exchange shall be the sole responsibility of the exchanging party.

10.7 Standstill. From and after the Effective Date and unless this Agreement is terminated in accordance with its terms, Seller hereby agrees that Seller shall not enter into any back-up agreements to sell, ground lease or otherwise convey the Property in the event that Purchaser fails to purchase the Property.

10.8 [Intentionally Omitted]

10.9 Force Majeure. Neither Purchaser nor Seller will have liability to the other, nor will any have any right to declare a default hereunder or terminate this Agreement because of the other's failure to perform any of its obligations in the Agreement if the failure is due to reasons beyond the party's reasonable control, including, without limitation, strikes or other labor difficulties, war, riot, civil insurrection, acts of God, governmental preemption in connection with a national emergency, hurricanes, and/or acts of terrorism, which for purposes of this Agreement shall be defined as reasons of "Force Majeure." If the party fails to perform its obligations because of any reasons of Force Majeure, the period for the party's performance will be extended day for day for the duration of the foregoing cause of such party's failure, provided notwithstanding such events, the party has in good faith, with due diligence, attempted to perform said obligations and continues to do so until completion thereof as soon as reasonably possible.

10.10 Escrow Agent as Purchaser's Attorney. Purchaser and Seller acknowledge that Weiner, Shearouse, Weitz, Greenberg & Shawe, LLP, have served and will continue to serve as counsel to Purchaser in connection with this Purchase Agreement and the sale and exchange of property as described therein. Purchaser and Seller agree that pursuant to this Agreement, Escrow Agent is acting as a neutral depository only and no attorney/client relationship has been created under this Agreement. In addition, Purchaser agrees that in the event of a dispute arising out of or in connection with the

sale of the Property or this Purchase Agreement, Escrow Agent will be permitted to continue to act as counsel for Purchaser in connection with any such dispute, notwithstanding that it is also serving as Escrow Agent.

10.11 Miscellaneous. This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein. This Agreement may be amended only by a written instrument executed by the party or parties to be bound thereby. This Agreement shall not be effective unless signed by both Purchaser and Seller. As used in this Agreement, the terms "execution of this Agreement", "Effective Date", "Date of this Agreement" or "date hereof" shall mean and refer to the date of execution of the last of Purchaser or Seller to execute this Agreement as set forth below. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement. This Agreement shall be governed by the laws of the state in which the Land is located. All of the parties to this Agreement have participated freely in the negotiation and preparation hereof; accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural number shall each include the others whenever the context so indicates. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement. No delay or omission of one party to exercise any right or power arising from any default on part of the other party shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence thereto. Notwithstanding the confidentiality requirements of this Agreement, Purchaser shall be permitted to record a memorandum of this Agreement including those terms it deems appropriate in the public records of the County. The Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute the same instrument.

For good and valuable consideration, the parties hereto have caused this Agreement to be executed under seal by persons duly empowered to bind the parties to perform their respective obligations hereunder the day and year set forth beside their respective signatures.

[Signature page follows.]

SELLER:

Thomas Eimer

Date: August 16, 2017

By: _____

Its: Owner

By: _____

Its:

PURCHASER:

The Mayor and Aldermen of the City of Savannah

Date: August ____, 2017

By: _____
Roberto Hernandez, City Manager

EXHIBIT A

LEGAL DESCRIPTION

(Attached)

Subject Property
PIN 2-0692-06-059

Exhibit B

ESCROW AGREEMENT

This **ESCROW AGREEMENT** (this "Agreement") is made and entered into as of the _____ day of August, 2017 by and among **Thomas Eimer ("Seller")** and **The Mayor and Aldermen of the City of Savannah,** a municipal corporation organized under the laws of the State of Georgia **("Purchaser");** and **Weiner, Shearouse, Weitz, Greenberg & Shawe, LLP** (the "Escrow Agent").

W I T N E S S E T H:

WHEREAS, Seller and Purchaser have entered into a Purchase and Sale Agreement (the "Purchase Agreement") dated as of the Effective Date, for the sale and purchase of the Property (as defined in the Purchase Agreement) (the "Property").

WHEREAS, Purchaser and Seller desire to have Escrow Agent hold the Earnest Money described in the Purchase Agreement in escrow pursuant to the terms of the Purchase Agreement and this Agreement.

NOW, THEREFORE, in consideration of the promises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals; Definitions The recitals set forth above are true and correct and incorporated herein by reference. All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement.

2. Appointment. Purchaser and Seller hereby appoint the Escrow Agent to serve as escrow agent hereunder and Escrow Agent hereby accepts such appointment.

3. Earnest Money Deposit. On the date hereof, Purchaser has delivered to and deposited with Escrow Agent the sum of $5,000.00 (together with any subsequent funds deposited with Escrow Agent pursuant to the Purchase Agreement and any interest earned thereon, if any, the "Earnest Money").

4. Instructions. Escrow Agent shall hold the Earnest Money in a non-interest bearing account at a financial institution selected by Escrow Agent in the exercise of its reasonable discretion. Upon written notification from Purchaser and Seller that the sale contemplated is to be consummated, Escrow Agent shall deliver the Earnest Money at the Closing to Seller to be applied to the purchase price for the benefit of Purchaser, unless otherwise instructed by the parties hereto. Upon written notification from both Purchaser and Seller that the contemplated sale shall not take place, Escrow Agent shall deliver the Earnest Money to Purchaser or to Seller, as directed by both parties, or as provided in the Agreement within the timeframes provided in the Agreement.

Escrow Agent may make any disbursement expressly contemplated by this Agreement or the Purchase Agreement without the necessity of further confirmation from the parties hereto. In the event that Escrow Agent intends to make any other disbursement or if Escrow Agent otherwise desires the confirmation of the parties hereto to a proposed disbursement, then Escrow Agent shall notify the parties hereto of Escrow Agent's intent to disburse. In the event Escrow Agent has not received a written objection to such disbursal within ten (10) days after such notice, then Escrow Agent may proceed to make the disbursement without liability. In the event that any party disputes the proposed disbursal and Escrow Agent is unable to resolve the dispute, then Escrow Agent shall have the right to proceed as provided in Section 5(d) of this Agreement.

5. Escrow Agent.

(a) Escrow Agent will perform its obligations hereunder fairly and impartially according to the intent of the parties as herein expressed, provided however that Escrow Agent is to be considered as a depository only, shall not be deemed to be a party to any document other than this Agreement, and shall not be responsible or liable in any manner whatsoever for the sufficiency, manner of execution, or validity of any written instructions, certificates or any other documents received by it, nor as to the identity, authority, or rights of any persons executing the same. Escrow Agent shall be entitled to rely at all times on joint written instructions given by Purchaser and Seller as required hereunder, without any necessity of verifying the authority therefor. Escrow Agent may consult with counsel in connection with its duties hereunder and shall be fully protected in any act taken, suffered or permitted by it in good faith and without gross negligence in accordance with the advice of such counsel.

(b) Escrow Agent shall not at any time be held liable for actions taken or omitted to be taken in good faith and without gross negligence. Purchaser and Seller hereby agree to indemnify and hold harmless Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and disbursements, which may be imposed upon or incurred by Escrow Agent in connection with its serving as Escrow Agent hereunder, unless such losses, claims, damages, liabilities and expenses are the result of Escrow Agent's willful default or negligence in performing its obligations hereunder.

(c) It is further understood by Purchaser and Seller that if, as the result of any disagreement between them or adverse demands and claims being made by any of them upon Escrow Agent, or if Escrow Agent otherwise shall become involved in litigation with respect to this Agreement, such parties agree that they, jointly and severally, are and shall be liable to Escrow Agent and shall reimburse Escrow Agent for its reasonable costs, expenses and counsel fees it shall incur or be compelled to pay by reason of such litigation.

(d) The Escrow Agent is acting as a stakeholder only with respect to the Earnest Money. If there is any dispute as to whether the Escrow Agent is obligated to deliver all or any portion of the Earnest Money or as to whom such Earnest Money is

to be delivered, the Escrow Agent shall not be required to make any delivery, but in such event the Escrow Agent may hold the same until receipt by the Escrow Agent of an authorization in writing, signed by all of the parties having any interest in such dispute, directing the disposition of the Earnest Money (together with all interest thereon, if any), or in the absence of such authorization the Escrow Agent may hold the Earnest Money (together with all interest thereon, if any), until the final determination of the rights of the parties in an appropriate proceeding. If such written authorization is not given, or proceedings for such determination are not begun within thirty (30) days after the date the Escrow Agent shall have received written notice of such dispute, and thereafter diligently continued, the Escrow Agent may, but is not required to, bring an appropriate action or proceeding for leave to deposit the Earnest Money in a court of competent jurisdiction pending such determination. The Escrow Agent shall be reimbursed for all costs and expenses of such action or proceeding including, without limitation, reasonable attorneys' fees and disbursements, by the party determined not to be entitled to the Earnest Money, or if the Earnest Money are split between the parties hereto, such costs of the Escrow Agent shall be split, pro rata, between Purchaser and Seller, upon the amount of Earnest Money received by each.

6. Withdrawal of Escrow Agent. The Escrow Agent may withdraw from its responsibilities under this Agreement by: (i) depositing the Earnest Money with another escrow agent, reasonably selected by Escrow Agent, who agrees in writing to abide by the terms and conditions of this Agreement; and (ii) notifying the Purchaser and the Seller of the Escrow Agent's withdrawal and the name of the new escrow agent.

7. Compensation of Escrow Agent. Escrow Agent shall receive no compensation for its services hereunder provided that Escrow Agent shall not be required to incur any substantial expense in connection with its obligations hereunder without being reimbursed for such expense.

8. Notices. All notices, demands, requests or other communications given by any party hereto shall be given in the manner provided in the Purchase Agreement. The Purchaser's and Seller's notice addresses shall be the addresses set forth in the Purchase Agreement. The Escrow Agent's notice address shall be: 14 East State Street, Savannah, Georgia 31401, Attn: William W. Shearouse, Jr. All parties shall have the right from time to time to designate by written notice to all other parties any other address or place where such notice, demand, or request must be addressed.

9. Miscellaneous. This Agreement may be modified or amended, in whole or in part, only by the written consent of all parties in interest evidenced by a document that has been fully executed. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural number shall each include the others whenever the context so indicates. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumptions or other rule regarding and construction against the person or entity preparing the Agreement or any part thereof. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable,

the remainder of this Agreement shall not be affected thereby and each such term, covenant or condition of this Agreement shall be valid and enforceable to the full extent permitted by law. The terms of this Agreement shall be construed in accordance with and governed by the laws of the State of Georgia. This Agreement is an integrated agreement and expresses the complete agreement and understanding of the parties hereto. Any and all prior or contemporaneous oral agreement or prior written agreement regarding the subject matter hereof will be merged herein and then extinguished. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, representatives, successors and assigns. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one Agreement.

The parties hereto have executed this Agreement as of the date first written above.

SELLER:
Thomas Eimer

By: _____

Its: Owner

PURCHASER:
The Mayor and Aldermen of the City of Savannah

By: _____
Roberto Hernandez, City Manager

ESCROW AGENT:
Weiner, Shearouse, Weitz, Greenberg & Shawe, LLP

By: _____
William W. Shearouse, Jr., Partner