

GARVIS L. SAMS, JR.
JOEL L. LARKIN
PARKS F. HUFF

SAMS, LARKIN & HUFF

A LIMITED LIABILITY PARTNERSHIP
SUITE 100

376 POWDER SPRINGS STREET
MARIETTA, GEORGIA 30064-3448

770•422•7016
TELEPHONE
770•426•6583
FACSIMILE

November 18, 2020

VIA EMAIL

Mr. Rusty Martin, AICP, Director
Community Development Department
City of Smyrna
3180 Atlanta Road
Smyrna, GA 30080

Re: Application for Rezoning of Shamrock Building Systems, Inc. to a Rezone 1.5
Acre Tract from NS to GC; Land Lot 523; 17th District, 2nd Section, City of
Smyrna, Cobb County, Georgia (Z20-0015)

Dear Rusty:

As a follow-up to our telephone conversation last week and the subsequent filing of the above-captioned Application for Rezoning, enclosed please find a copy of the Limited Warranty Deed and a copy of the Quit Claim Deed (both with the same legal description) vesting title in the Subject Property in ADP-Concord Road, LLC.

In addition to the foregoing, also enclosed is a copy of the Closing Statement from Monday of this week along with indicia thereon which reflect that both City of Smyrna and Cobb County ad valorem taxes were paid in full at the closing. Also attached are the corresponding tax receipts which have not yet been ministerially changed as a matter of public record but nevertheless justify proof that outstanding ad valorem taxes have been paid in full.

Please substitute and incorporate this information as a part of the entirety of the Application package and do not hesitate to contact me should you have any questions whatsoever

SAMS, LARKIN & HUFF
A LIMITED LIABILITY PARTNERSHIP

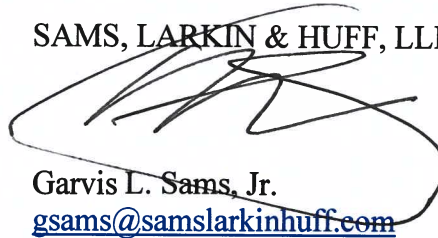
VIA EMAIL

Mr. Rusty Martin, AICP, Director
Community Development Department
November 18, 2020
Page 2

regarding these matters. Thank you for the many courtesies which you and your staff have extended. With kind regards, I am

Very truly yours,

SAMS, LARKIN & HUFF, LLP



Garvis L. Sams, Jr.

gsams@samslarkinhuff.com

GLS, Jr./jac
Attachments

cc: Mr. Joey Staubes, Planner II (via email w/attachments)
Mr. Joseph Burke, Shamrock Building Systems, Inc. (via email w/attachments)

Deed Book 15824 Page 1949
Filed and Recorded 11/16/20 11:46:00 AM
2020-0150287
Real Estate Transfer Tax \$1,210.00
Rebecca Keaton
Clerk of Superior Court
Cobb County, GA
Participant IDs: 2435388818

After Recording to:

Lake Oconee Title, LLC
1031 Village Park Drive
Suite 202
Greensboro, Georgia 30642
File No. 20-0022L

Tax Parcel I.D. No.: 17052300280

LIMITED WARRANTY DEED

THIS Limited Warranty Deed, made and executed as of the 16th day of November 2020, by AMERIS BANK, a Georgia banking corporation, successor by merger with Hamilton State Bank, successor by merger with Highland Commercial Bank, having an address at 3490 Piedmont Rd., Suite 1500, Atlanta, GA 30305 (hereinafter referred to as the "Grantor") to ADP-CONCORD ROAD, LLC, a Georgia limited liability company, whose address is 5825 Gore Place, Austell, Georgia 30106 (hereinafter referred to as the "Grantee");

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, the receipt and sufficiency of which are acknowledged by these presents does grant, bargain, sell, remise, release, convey, and confirm unto the Grantee that certain piece, parcel or tract of land situated in Cobb County, Georgia, as more particularly described as follows, to wit:

SEE ATTACHED EXHIBIT "A"

(hereinafter referred to as the "Subject Property");

Subject to the Permitted Exceptions listed on Exhibit B hereto; and

TOGETHER WITH all the tenements, hereditaments, easements and appurtenances, including riparian rights, if any, thereto belonging or in anywise appertaining;

SUBJECT TO THE RESERVATION AND COVENANT THAT FOR A PERIOD OF SIX (6) MONTHS AFTER THE DATE HEREOF GRANTEE AND PERSONS UNDER GRANTEE SHALL NOT OPERATE, USE OR IDENTIFY THE SUBJECT PROPERTY, NOR DISCLOSE OR PROMOTE THE OPERATION OR USE THEREOF IN ANY MANNER AT ANY LOCATION, AS A BANK OR OTHER FINANCIAL SERVICES BUSINESS INCLUDING AN ATM, INCLUDING BUT NOT LIMITED TO THE DISPLAY OF ANY SIGN OR BILLBOARD BEARING THE NAME OR LOGO OF SUCH FINANCIAL INSTITUTION (INCLUDING BUT NOT LIMITED TO COMING SOON ANNOUNCEMENTS). GRANTEE SHALL INCLUDE SUCH RESTRICTION AND ANY LEASE OF THE SUBJECT PROPERTY.

THIS COVENANT SHALL BE BINDING ON GRANTEE, GRANTEE'S TENANTS AND SUB-TENANTS, AND GRANTEE'S SUCCESSORS IN INTEREST, SUCCESSORS IN TITLE AND ASSIGNS FOR THE PERIOD PROVIDED HEREIN.

TO HAVE AND TO HOLD the Subject Property in fee simple forever. AND the Grantor does covenant with and warrant to the Grantee that the Grantor is lawfully seized of the Subject Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Subject Property; and

that the Grantor fully warrants the title to the Subject Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

THE conveyance made herein, however, is expressly made SUBJECT TO all easements, restrictions, encumbrances and any and all other matters of record, if any, the reference to which shall not operate to reimpose the same.

EXCEPT FOR MATTERS WARRANTED IN THIS DEED, GRANTEE ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS IN TITLE TO THE PROPERTY, VOLUNTARILY AND KNOWINGLY WAIVES, RELEASES AND FOREVER DISCHARGES GRANTOR AND ITS SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL RIGHTS, CLAIMS, DEMANDS, CAUSES OF ACTION, PENALTIES, FINES, LIABILITIES, SETTLEMENTS, DAMAGES, COSTS OR EXPENSES OF WHATEVER KIND OR NATURE, EXISTING AND FUTURE, CONTINGENT OR OTHERWISE (INCLUDING ANY ACTION OR PROCEEDING, BROUGHT OR THREATENED, OR ORDERED BY ANY GOVERNMENTAL ENTITY) AT LAW OR IN EQUITY, WHETHER ARISING FROM CONTRACT, TORT, COMMON LAW, OR BY STATUTE, WHETHER MADE, SUFFERED OR INCURRED BY GRANTEE OR ANY OF ITS AGENTS, AFFILIATES, SUCCESSORS AND ASSIGNS AND WHETHER KNOWN OR UNKNOWN AT THE TIME OF THIS INSTRUMENT, WHICH GRANTEE HAS OR MAY HAVE IN THE FUTURE, ARISING OUT OF THE PROPERTY, THE PHYSICAL CONDITION OF THE PROPERTY, OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (I) ANY CLAIM FOR INDEMNIFICATION, CONTRIBUTION OR OTHERWISE ARISING UNDER ANY HAZARDOUS MATERIALS LAWS OR RELATING TO THE PRESENCE, MISUSE, USE, DISPOSAL, RELEASE OR THREATENED RELEASE OF ANY HAZARDOUS MATERIALS, CHEMICALS OR WASTES AT THE PROPERTY, (II) THE PRESENCE OR ABSENCE OF MOLD, SPORES, FUNGI, POLLEN OR OTHER BOTANICAL ALLERGENS AT THE PROPERTY, OR (III) ANY OTHER CAUSE OF ACTION BASED ON ANY OTHER STATE, LOCAL, OR FEDERAL HAZARDOUS MATERIALS LAW, RULE OR REGULATION. GRANTEE ACKNOWLEDGES AND AGREES THAT THE FOREGOING WAIVER, RELEASE AND DISCHARGE INCLUDES ALL CLAIMS AND MATTERS WHICH ARE UNKNOWN TO GRANTEE AS OF THE DATE OF THIS DEED. THE TERMS AND CONDITIONS SET FORTH IN THIS PARAGRAPH ARE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF GRANTOR AND GRANTEE, THEIR SUBSIDIARIES, AFFILIATES, HEIRS, SUCCESSORS AND ASSIGNS.


IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

AMERIS BANK, a Georgia banking corporation



Witness

By: 

Name: Robert W. ("Skip") Mullins,
Senior Vice President / Director of Special Assets
~~Et Cc.~~

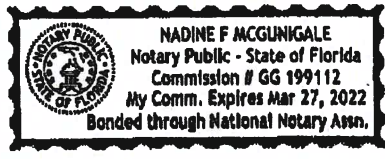


Notary Public

(CORPORATE SEAL)

NOTARY SEAL

Continued



Accepted and Agreed:

ADP-CONCORD ROAD, LLC

Signed, sealed and delivered
in the presence of:

Nichole Mear
Witness

By: [Signature]
Name: S. Joseph Burke, Manager

[Signature]
Notary Public
NOTARY SEAL



EXHIBIT "A"

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 523 of the 17th District, Second Section of Cobb County, City of Smyrna, Georgia, and being more particularly described as follows:

Commencing at the corner formed by the northern Right of Way of Hunter Street with the southeastern Right of Way of Concord Road; run thence along the southeastern Right of Way of Concord Road and following the curvature thereof 378.30 feet to a point, Thence run South 51 Degrees 50 Minutes 55 Seconds West 23.60 feet to a 0.5"RBS, said point being The True Point of Beginning,

Thence run on an arc of a curve to the right having a radius of 460.30 feet an arc distance of 225.31 feet subtended by a chord on a bearing of North 57 Degrees 33 Minutes 59 Seconds East a distance of 223.06 feet to a Right of Way Monument;

Thence run South 87 Degrees 19 Minutes 07 Seconds East 55.25 feet to a Right of Way Monument.

Thence run North 83 Degrees 12 Minutes 32 Seconds East 36.98 feet to a 0.5"RBS;

Thence leaving the Right of Way of Concord Road on a bearing of South 03 Degrees 34 Minutes 08 Seconds West 148.88 feet to a 0.5"RBF;

Thence run North 89 Degrees 36 Minutes 10 Seconds West 19.79 feet to a 0.5"RBS;

Thence run South 45 Degrees 00 Minutes 00 Seconds West 25.00 feet to a 0.5"RBS;

Thence run South 00 Degrees 00 Minutes 00 Seconds West 144.70 feet to a 0.5"RBS;

Thence run South 90 Degrees 00 Minutes 00 Seconds West 72.24 feet to a 1"OTP;

Thence run North 00 Degrees 29 Minutes 08 Seconds East 62.36 feet to a 0.5"RBS;

Thence run North 51 Degrees 50 Minutes 55 Seconds West 205.67 feet to a 0.5"RBS, said point being the True Point of Beginning.

Land Area = 1.121 AC

Tax Parcel No.: 17052300280

Property Address: 1298 Concord Road (a/k/a 1264 Concord Road), Smyrna, Georgia 30080

Exhibit "B"

Permitted Exceptions

1. Cobb County and City of Smyrna taxes and assessments for 2021 and subsequent years.
2. Condemnation Order, from Otis A. Thompson, et al, to City of Smyrna, dated November 17, 1971, filed on November 18, 1971, and recorded in Deed Book 1269, Page 551, Cobb County, Georgia, records.
3. Right of Way Deed from Jennie Lou Fowler, to State Highway Department, filed on May 22, 1972, and recorded in Deed Book 1315, Page 358, Cobb County, Georgia, records.
4. Right of Way Deed from Highland Commercial Bank to City of Smyrna, dated June 18, 2012, filed on June 13, 2013, and recorded in Deed Book 15070, Page 300, Cobb County, Georgia, records.
5. Easement from Highland Commercial Bank to Georgia Power Company, dated May 16, 2013, filed on August 8, 2013, and recorded in Deed Book 15087, Page 487, Cobb County, Georgia, records.
6. Those matters reflected on that certain ALTA As-Built Survey completed by Survey Land Express, Inc., Eugene A. Stepanov, Georgia RLS No. 3197, dated October 30, 2020, specifically:
 - a. 20' Drainage Easement (unrecorded) along southwestern property line with 24" RCP from a manhole in the R/W of Concord Road to Junction Box within on-site detention pond
 - b. 50' Front Building Line
 - c. 15' Side Building Line
 - d. 30' Rear Building Line

After Recording:
DRL Law LLC
1031 Village Park Drive
Suite 202
Greensboro, Georgia 30642
File # 20-0022L

Tax Parcel No.: 17052300280

STATE OF GEORGIA
COUNTY OF _____

QUITCLAIM DEED

THIS INDENTURE, made this 16th day of November, 2020, between **AMERIS BANK**, a Georgia banking corporation, successor by merger with Hamilton State Bank, successor by merger with Highland Commercial Bank, having an address at 3490 Piedmont Road, Suite 1500, Atlanta, Georgia 30305 (hereinafter called "Grantor") and **ADP-Concord Road, LLC**, a Georgia limited liability company (hereinafter called "Grantee").

(The words "Grantor" and "Grantee" shall include their respective heirs, successors and assigns, where the context requires or permits, and shall include the singular and plural, and the masculine, feminine, and neuter, as the context requires.)

WITNESSETH that Grantor, for and in consideration of the sum of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents, bargain, sell, remise, release, and forever quitclaim to Grantee all the right, title, interest, claim, or demand which the Grantor has or may have in and to the following described Property, to wit:

See Attached Exhibit "A" – Legal Description

TOGETHER WITH all the rights, members, and appurtenances to the said described Property in anywise appertaining or belonging.


TO HAVE AND TO HOLD the said Property unto the said Grantee so that neither the Grantor nor its successors or assigns nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title, or interest to the said Property or its appurtenances.

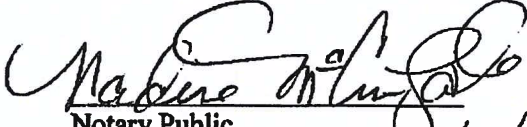
IN WITNESS WHEREOF the said Grantor has signed and sealed this Deed the day and year above written.

Signed, sealed and delivered
in the presence of

AMERIS BANK, a Georgia
banking corporation


Unofficial Witness


By: Robert W. ("Skip") Mullins
~~Exec~~ Senior Vice President/Director of
Special Assets


Notary Public
My Commission Expires: 3/27/2022

[Notary Seal]

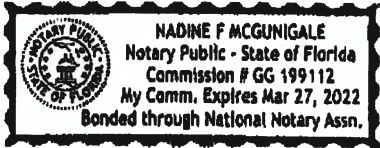


Exhibit "A"

Legal Description

All that tract or parcel of land lying and being in Land Lot 523 of the 17th District, Second Section of Cobb County, City of Smyrna, Georgia, and being more particularly described as follows:

To find the true point of beginning, commence at the corner formed by the northerly right-of-way of Hunter Street (40' right-of-way) with the southeasterly right-of-way of Concord Road (70' right-of-way); run thence along the southeasterly right-of-way of Concord Road and following the curvature thereof 378.30 feet to an iron pin which point is the true point of beginning; running thence on an arc of a curve to the right having a radius of 395.89 feet an arc distance of 72.87 feet subtended by a chord on a bearing of North 45 degrees 55 minutes 36 seconds East a distance of 72.77 feet to an iron pin; continuing thence along the southeasterly right-of-way of Concord Road on a curve to the right having a radius of 395.89 feet an arc distance of 197.94 feet subtended by a chord on a bearing of North 65 degrees 31 minutes 26 seconds East 195.89 feet to an iron pin; thence continuing along the southerly right-of-way of Concord Road on a curve to the right having a radius of 395.89 feet an arc distance of 70.62 feet subtended by a chord on a bearing of North 84 degrees 57 minutes 29 seconds East 70.53 feet to an iron pin; thence departing the right-of-way of Concord Road on a bearing of South 03 degrees 34 minutes 08 seconds West 180.18 feet to an iron pin; thence North 89 degrees 36 minutes 10 seconds West 19.79 feet to an iron pin; thence South 45 degrees 00 minutes 00 seconds West 25 feet to an iron pin; thence South 00 degrees 00 minutes 00 seconds West 144.70 feet to an iron pin; thence South 90 degrees 00 minutes 00 seconds West 72.24 feet to an iron pin; thence North 00 degrees 29 minutes 08 seconds East 62.36 feet to an iron pin; thence North 51 degrees 50 minutes 55 seconds West 229.27 feet to an iron pin situated on the southeasterly right-of-way of Concord Road and the true point of beginning. said property is shown as Tracts I, II, and III on a plat of Survey for Highland Financial Group, LLC prepared by Point To Point Land Surveyors, Charles Lee Iner, GRLS No. 2966 dated June 26, 2006, which plat is made a part hereof by reference and being the properties described in a Warranty Deed from C. R. Sprayberry to Highland Financial Group, LLC, dated July 14, 2006, as recorded in Deed Book 14362, Page 4042, and from D. S. Caswell a/k/a Donovan S. Caswell to Highland Financial Group dated July 14, 2006 as recorded in Deed Book 14362, Page 4045, all in the public records of Cobb County, Georgia.

Property: 1298 Concord Road, Smyrna, Georgia 30080

Tax Parcel No.: 17052300280

CLOSING STATEMENT

SELLER: AMERIS BANK, a Georgia banking corporation
PURCHASER: ADP-CONCORD ROAD, LLC, a Georgia limited liability company
CLOSING DATE: November 16, 2020
MATTER: Purchase and Sale of Real Estate located at 1298 Concord Road (a/k/a 1264 Concord Road), Smyrna, Cobb County, Georgia 30080 (the "Property").
CLOSING AGENT: DRL Law, LLC

(1) Purchase Price \$1,210,000.00

ADJUSTMENTS:

(2) Purchaser's share of 2020 Cobb County Taxes \$ 1,819.84
(3) Purchaser's share of 2020 City of Smyrna Taxes \$ 589.89

(4) Total Adjustments to Purchase Price \$ 2,418.73
(5) **ADJUSTED PURCHASE PRICE** \$ **1,212,418.73**

SELLER'S ACCOUNT:

(6) Adjusted Purchase Price from #5 \$ 1,212,418.73

LESS DISBURSMENTS ON BEHALF OF SELLER:

(7) Transfer Tax on Warranty Deed
payable to CLERK OF SUPERIOR COURT, COBB COUNTY \$ 1,210.00
(8) Brokers Fee – Cushman Wakefield \$ 72,600.00
(9) 2017 Cobb County Taxes \$ 14.02
Payable to COBB COUNTY TAX COMMISSIONER
(10) 2019 Cobb Taxes \$ 16,568.46
Payable to COBB COUNTY TAX COMMISSIONER
(11) 2019 City of Smyrna Taxes \$ 5,921.36
Payable to (COBB COUNTY TAX COMMISSIONER)
(12) 2020 Cobb County Taxes \$ 12,941.08
Payable to COBB COUNTY TAX COMMISSIONER
(13) 2020 City of Smyrna Taxes \$ 4,289.16
Payable to (COBB COUNTY TAX COMMISSIONER)

(14) **TOTAL DISBURSEMENTS ON BEHALF OF SELLER** \$ 113,544.08

(15) **TOTAL NET SALES PROCEEDS** \$ **1,098,874.65**
(16) **SALES PROCEEDS TO SELLER AT CLOSING** \$ **1,098,874.65**

PURCHASER'S ACCOUNT:

(17) Adjusted Purchase Price from #5 \$ 1,212,418.73

PLUS DISBURSEMENTS ON BEHALF OF PURCHASER:

(15) Title Exam, Commitment Fee & Title Ins. Premium
payable to LAKE OCONEE TITLE, LLC \$ 3,934.50

(19) Charges for:

(a) Recording Charge -Deed \$ 30.00

(b) \$ 00.00

(c) \$ 00.00

(d) \$

Total Purchaser Charges: \$ 3,964.50

(20)	TOTAL DISBURSEMENTS ON BEHALF OF PURCHASER	\$	3,964.50
(21)	LESS Earnest Money Applied to purchase price	\$	25,000.00
(22)	TOTAL DUE FROM PURCHASER AT CLOSING	\$	1,191,383.23

CLOSING STIPULATIONS

1. **Defined Terms.** All capitalized terms not defined herein shall have the meanings ascribed to such terms in the Agreement.

2. **Adjustments.** The parties hereto each agree and acknowledge that they have each reviewed and approved the adjustments, prorations and disbursements shown herein and that, except for any post-closing adjustments and prorations to be made in accordance with the Agreement and this Closing Statement, the contents of this Closing Statement represent the true accurate and complete transfer and disbursement of funds between the parties hereto. The parties hereto acknowledge that certain amounts are estimates and are subject to adjustment if and when any and all corrected and/or final bills are received.

3. **2020 Taxes.** The 2020 Cobb County and City of Smyrna taxes will be paid at closing, and 2021 county and city taxes will be the responsibility of the Purchaser. The parties share of 2020 taxes have been calculated on the base tax amount owed as follows:

SELLER:

Cobb County	\$40.44 per day X 320 days = \$ 12,941.08 and
City of Smyrna	\$13.31 per day X 320 days = \$ 4,258.75
Total Seller Share	= \$ 17,199.83

PURCHASER:

Cobb County	\$40.44 per day X 45 days = \$1,819.84 (which has been added on Item #2) and
City of Smyrna	\$0.000 per day X 45 days = \$ 598.89 (which has been deducted on Item #3)
Total Purchaser Share	= \$2,418.73

4. **Earnest Money.** The Earnest Money in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) has been retained by Escrow Agent, and Escrow Agent has delivered to Closing Agent those funds to be applied Closing. Purchaser agrees to waive any interest accrued on the Earnest Money which interest, if any, shall become the property of Escrow Agent in lieu of any escrow fee otherwise payable. Escrow Agent has waived its fee (if any) related to holding the escrowed sums. Escrow Agent is released from and shall have no liability, obligation or responsibility with respect to (a) withholding of funds pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended, (b) advising the parties as to the requirements of such Section, or (c) determining whether the transferor is a foreign person under such Section, acting as the Qualified Substitute or otherwise making any inquiry concerning compliance with such Section for any party to the transaction.

5. **Recording Fees.** Estimated recording fees are estimates and/or may include estimated overnight courier charges (e.g. FedEx) for delivery of documents for recording. Actual charges may vary from estimates and any differences will be billed to the responsible party outside of Closing.

6.

Disbursements. Subject to receipt and collection at Closing of the CASH FROM PURCHASER AT CLOSING, the Closing Agent and/or the Escrow Agent are hereby authorized and directed to (i) make the Disbursements on Behalf of Seller listed above, (ii) make the Disbursements on Behalf of Purchaser listed above and (iii) disburse to Seller an amount equal to the NET SALES PROCEEDS TO SELLER AT CLOSING.

7. **Brokers.** Purchaser and Seller each represent and warrant to the other that such party has not dealt with a broker, agent or finder in connection with this transaction, OTHER THAN (1) Cushman Wakefield (who is being paid a fee by the Seller).

8. **Counterparts; Facsimile.** This Closing Statement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement and the signatures of any party to any counterpart shall be deemed to be a signature to, and may be appended to any other counterpart. To facilitate execution and delivery of this Closing Statement, the parties may execute and exchange counterparts of the signature pages hereof by email or telecopier services.

9. **Representation.** The parties acknowledge that DRL LAW, LLC ("Closing Agent") has represented the Purchaser in this transaction. Seller has not relied upon the advice or counsel of Closing Agent with regard to its rights or obligations.

10. **Possession.** Possession of the property shall be delivered to Purchaser on the date of Closing.


11. **Verification.** The undersigned parties, having read the foregoing Closing Statement and having checked, reviewed and approved each of the foregoing adjustments, proration and disbursement amounts and other provisions, and do hereby acknowledge and approve each of the credits and disbursements above set forth.

AGREED TO as of the 16th day of November, 2020.

PURCHASER: ADP-CONCORD ROAD, LLC

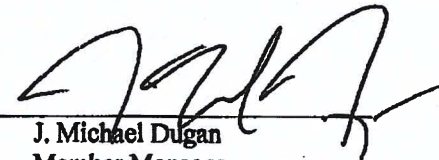
Name: S. Joseph Burke
Title: Manager

SELLER: AMERIS BANK



By: Robert W. ("Skip") Mullins
Title: ~~Senior~~ Vice President/Director of Special Assets
EXEC.

CLOSING AGENT: DRL Law, LLC



By: J. Michael Dugan
Its: Member Manager

7. **Brokers.** Purchaser and Seller each represent and warrant to the other that such party has not dealt with a broker, agent or finder in connection with this transaction, OTHER THAN (1) Cushman Wakefield (who is being paid a fee by the Seller).

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AGREED TO as of the 16th day of November, 2020.

PURCHASER:

ADP-CONCORD ROAD, LLC



Name: S. Joseph Burke
Title: Manager

SELLER:

AMERIS BANK

By: Robert W. ("Skip") Mullins

Title: Senior Vice President/Director of Special Assets

CLOSING AGENT:

DRL Law, LLC



By: J. Michael Dugan
Its: Member Manager