

ON BEHALF OF OGLETHORPE MARBLE & GRANITE COMPANY
AN INVITATION FOR NON-BINDING PROPOSALS TO PURCHASE APPROXIMATELY 0.443 ACRES
LOCATED AT 918 EAST BROAD STREET, SAVANNAH, CHATHAM COUNTY, GEORGIA 31401



PRESENTED BY
WHITLEY AND ASSOCIATES, INC.
800 COMMERCIAL COURT, SUITE TWO
SAVANNAH, GEORGIA 31406

DISCLAIMER

This invitation for non-binding proposals has been prepared solely for informational purposes. It has been designed to assist a potential purchaser in determining whether they wish to proceed with an in-depth investigation of the subject property.

While the information contained herein is from sources deemed reliable, it has not been verified by the owner (Oglethorpe Marble & Granite Company), the owner's agent (Whitley & Associates, Inc.). Therefore, neither the owner nor the owner's agent makes any representations with respect to the information.

This offering is provided subject to errors, omissions, and changes in the information and is subject to modification or withdrawal. The contents herein are not to be reproduced without the express written consent of the owner or the owner's agent. The owner expressly reserves the right, at their sole discretion, to reject any or all bid proposals or expressions of interest in the subject property and to terminate discussions with any party at any time with or without notice. In addition, it is expressly understood, that any other agent or prospective purchaser has not relied on the information as contained herein and any decision to acquire is based solely on the acquiring party's personal inspections and due diligence.

Furthermore, the property as contemplated herein is being sold on an "as-is" and "where-is" basis with no Seller or Agency warranties or representations.

SUMMARY

Property Description: The subject of this offering is a land parcel comprising approximately 0.443 acres occupying the northeast corner of the intersection formed by East Broad Street and East Waldburg Street and is specifically improved to serve the needs of the going concern associated with the day to day operations of The Oglethorpe Marble & Granite Company. According to the street numbering system assigned by the City of Savannah, the asset is located at 918 East Broad Street, Savannah, Chatham County, Georgia 31401.

Offering : **All non-binding proposals are required to be submitted on or before January 31, 2026, by no later than 11:00 A.M. and must be delivered to Ben G. Whitley at the address provided below or via email at ben@whitleyandassociates.com.**

Minium Bid Price of \$1,250,0000

Contact : Ben G. Whitley
Whitley & Associates, Inc.
800 Commercial Court
Suite Two
Savannah, Chatham County, Georgia 31406
Office: 912-355-9991
Mobile: 912-661-3482

PROPERTY SUMMARY

Address: 918 East Broad Street
Savannah, Chatham County, Georgia 31401
(Oglethorpe Marble & Granite Company)

Property Type: The asset is improved with building and site improvements designed and created to serve to the going concern associated with Oglethorpe Marble & Granite Company.

Property Identification Number: 20043 12004

Site Size: Estimated to approximate an aggregate 0.443 Acres.

Building Improvements: The primary building improvement consists of a pre-engineered steel frame warehouse-shed building estimated to approximate a floor or coverage area of 4,080 square feet. Additional building improvements include a wood-frame and concrete block shed.

Site Improvements: Perimeter cyclone fencing.

Zoning: Traditional Commercial -2 (TC-2)

Minimum Proposal: \$1,250,0000

For Additional Information

Please Contact: Ben G. Whitley
Whitley & Associates, Inc.
800 Commercial Court, Suite Two
Savannah, Georgia 31406
Office: 912-355-9991
Mobile: 912-661-3482
Email: ben@whitleyandassociates.com

Descriptions, and further information may be obtained by contacting Ben G. Whitley, Whitley & Associates, Inc. 800 Commercial Court, Suite 2, Savannah, Georgia 31406. Office: 912-355-9991; Mobile 912-661-3482 and E-Mail: ben@whitleyandassociates.com for detailed information including but not limited to:

1. The Invitation For Non-Binding Proposals.
2. Answers to any and all question submitted by all interested parties.
3. Dates and times in which the property will be made available for inspections.
4. Public information regarding the property.
5. Other related communication regarding the property.
6. The property offering memorandum.
7. The terms and conditions of the sale.
8. Addresses and contact points from where blank proposal forms and other written materials regarding the sale may be obtained.
9. The date, time and place for the opening of the proposals.

December 2025

Re: Invitation For Non-Binding Proposals

Property: The property comprises five contiguous lots improved specifically to accommodate the going concern associated with Oglethorpe Marble & Granite Company. The underlying land is estimated to comprise an aggregate 19,301 square feet or 0.443 acres oriented at the northwest corner formed by the intersection of East Broad Street and East Waldburg Street. This asset is located within the municipality of Savannah, Chatham County, Georgia 31401 and is identified with the records of the Chatham County Board of Assessors as Property Identification Number 20043 12004.

The owner is seeking non-binding proposals to purchase its ownership in the asset being legally described as:

ALL THOSE CERTAIN LOTS, TRACTS OR PARCELS OF LAND SITUATE, LYING AND BEING IN THE CITY OF SAVANNAH, CHATHAM COUNTY, GEORGIA, AND KNOWN AND DESIGNATED AS BEING A RECOMBINATION OF LOTS 55 THROUGH 64 SCHLEY WARD, INTO LOTS 55A AND 64A AS SHOWN IN THAT CERTAIN PLAT PREPARED BY VINCENT HEMLY, REGISTERED LAND SURVEYOR, DATED NOVEMBER 23, 2013, RECORDED IN THE OFFICE OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA, IN SUBDIVISION MAP BOOK 48-P, FOLIO 165 AS LOT 55A. SAID LOT BEING SUBJECT, TO ANY EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD.

Said sale will follow the “Sealed Non-Binding Proposal Process.”

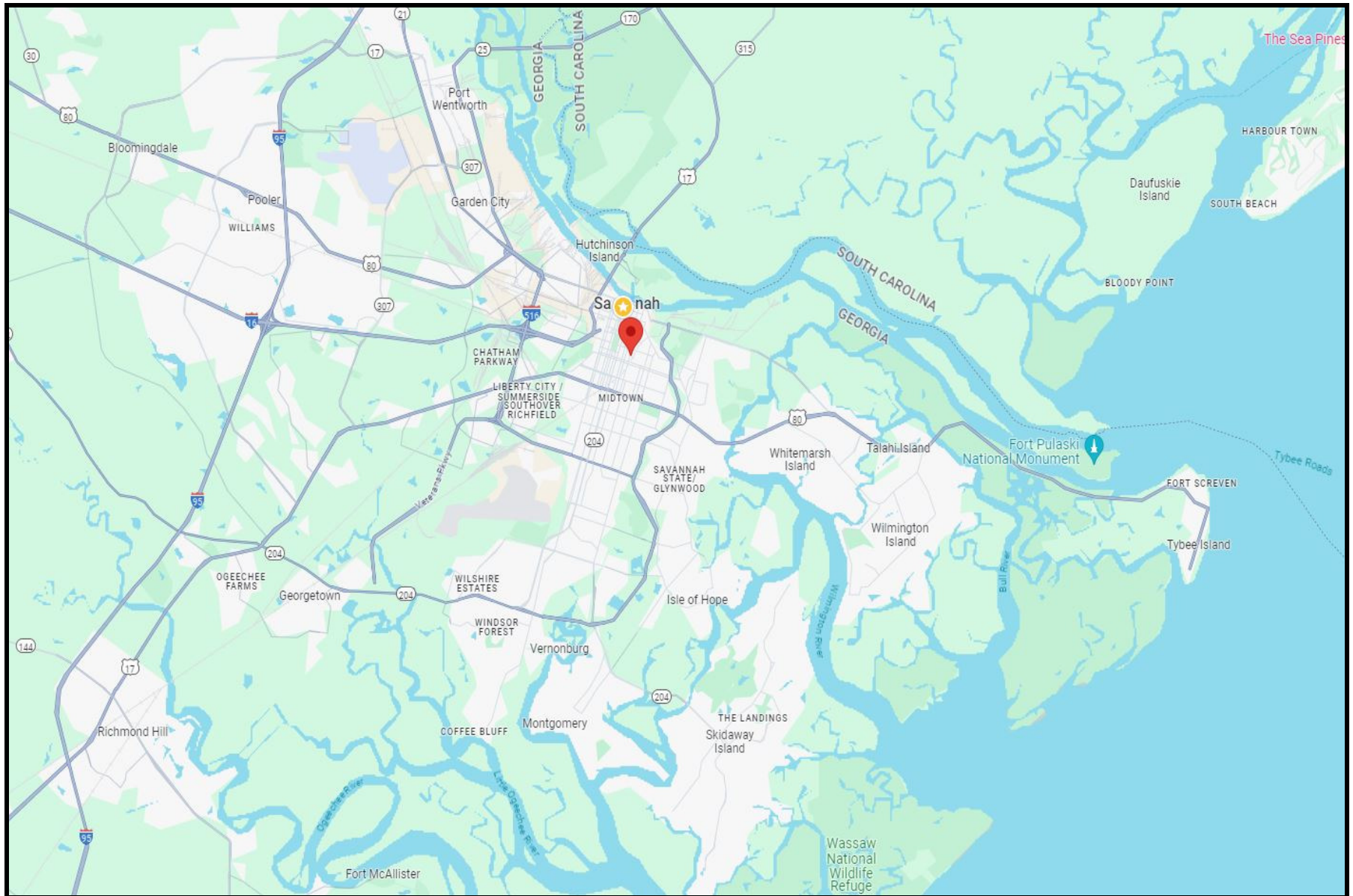
1. **The owner retains the right to reject any or all proposals or cancel the proposed sale.**
2. Descriptions, bid packages and further information are available by contacting Ben G. Whitley, Whitley & Associates, Inc. 800 Commercial Court, Suite 2, Savannah, Georgia 31406. Office: 912-355-9991; Mobile 912-661-3482 and E-Mail: ben@whitleyandassociates.com.

Conditions of the proposed sale include:

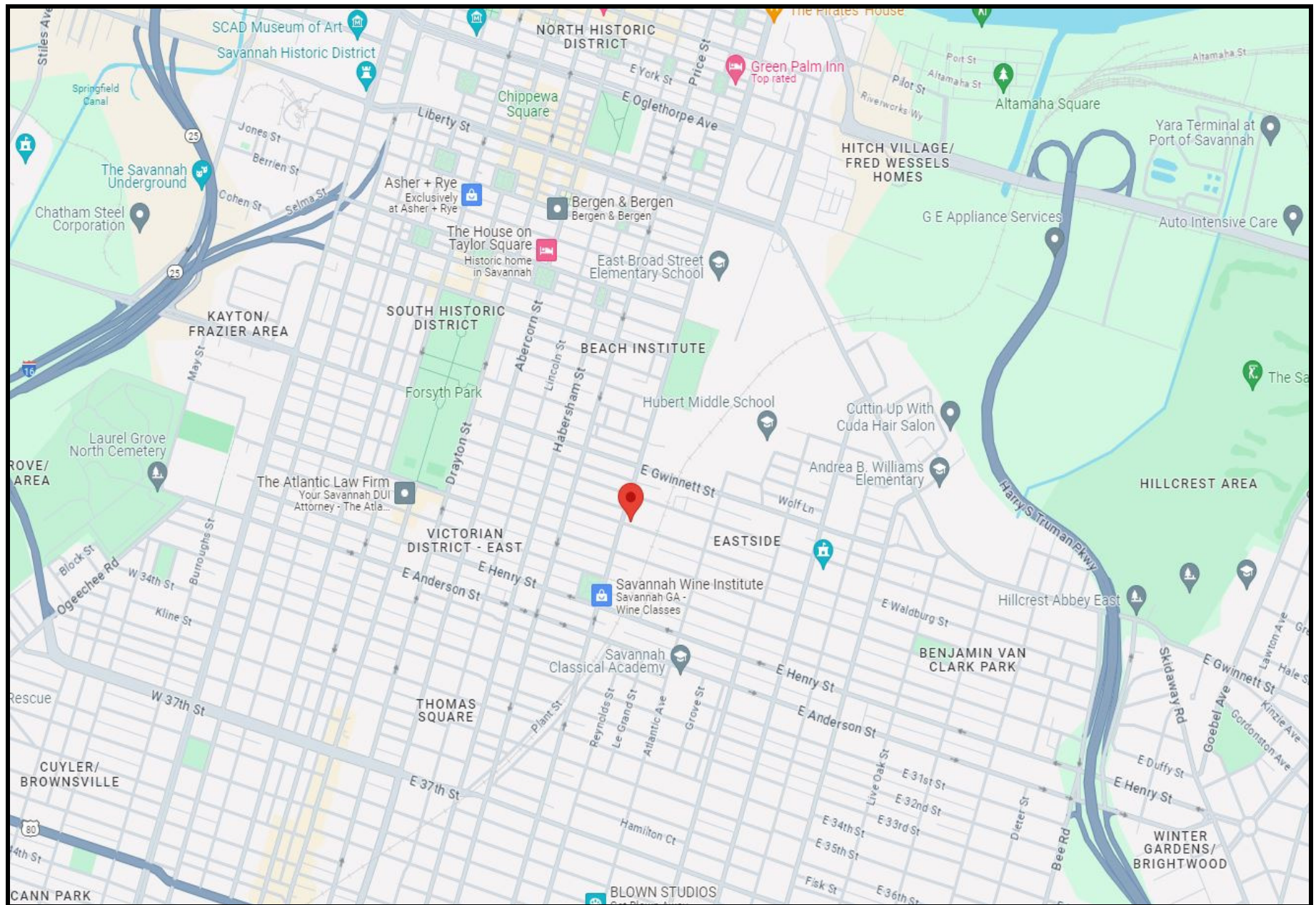
3. Minimum proposed purchase price will be \$1,250,000.
4. Sale will be “As Is” and “Where Is” condition with no warranties or representations.
5. 10% earnest monies within three (3) days of the full execution of a binding sales agreement. The prospective purchaser will be granted a sixty (60) day due diligence period to determine at their own discretion if the property meets their needs relative to their specific intended use. The balance of the sales amount will be payable at closing to be on or before thirty (30) days following the expiration of the due diligence period.

6. The selected prospective purchaser will be required to sign a “like-kind” (as contained in this offering memorandum) Purchase Agreement and provide it fully executed concurrently with the payment of the 10% refundable earnest money within three (3) days of execution. Prospective purchasers should review the Purchase Agreement prior to bidding and be prepared to present a signed copy with the payment of 10% earnest money within three (3) days of execution.
7. Only one proposal will be allowed whether submitted by individual, joint venture, corporation, LLC or other entity, and each bidder will be required to certify such requirements on the bid form. Participating co-operative brokers and agents, if representing more than one party must provide evidence of disclosure regarding dual representation. In addition, any brokers or agents co-operating with other brokers and/or agents with regards to a singular client are required to designate a primary point of contact and such representation shall be considered singular in terms of customary commission splits.
8. Proposals must be submitted by no later than the deadline to Whitley & Associates, Inc., Ben G. Whitley, Whitley & Associates, Inc. 800 Commercial Court, Suite 2, Savannah, Georgia 31406. Office: 912-355-9991; Mobile 912-661-3482 and E-Mail: ben@whitleyandassociates.com.

AREA AND NEIGHBORHOOD MAPS



Digital Area Map



Digital Neighborhood Map

PHYSICAL ATTRIBUTES

PROPERTY DESCRIPTION

Address : 918 East Broad Street Savannah, Chatham County, Georgia 31401

Property Type/Use : The current existing use was specifically designed and created to serve to the going concern associated with Oglethorpe Marble & Granite Company.

SITE DESCRIPTION

Area : 0.443 Acres (Reference is made to Plat Record Book 48P; Folio 165 as maintained in the records of the Superior Court of Chatham County). A copy of said plat is included as an exhibit herewithin.

Site Boundaries : With reference to the aforementioned plat, it appears the southern boundary fronts approximately 166.56 lineal feet along the northside of the westbound lane of East Waldburg Street being a 60' wide neighborhood secondary east-west arterial, a western boundary of approximately 115.50 lineal feet along the eastside of a northbound lane of East Broad Street, being a 50' wide one way northbound directional arterial, a northern boundary 167.64 lineal feet along the southside of East Bolton Street Lane, a 20' wide City of Savannah service lane, and an eastern boundary of 115.50 lineal feet along the western boundary of Lot 64A, Schley Ward._

Vehicular Access : In the current, the primary means of vehicular access exists via two curb cuts intersecting the asset along its southern boundary as it fronts along the westbound land of East Waldburg Street.

Soils : The broker has not been provided with engineering studies delineating soil conditions. As such, it is necessary to assume that soil deposits are typical for the area and do not possess commercial value.

Topography and Drainage : The broker was not provided with engineering reports relative to topographic elevations; however based on a visual inspection and with reference to secondary source information as provided by the Savannah Area Geographic Information System, it appears the subject site approximates a few feet above the level of the abutting arterial's and approximates 19 to 20 feet above MSL (mean sea level).

Flood Map Panel and Zone : With reference to FIRM Panel 13051C0154F, the subject is located in Zone X; which is a zone considered to be outside of the confines of a Special Flood Hazard area.

Municipal Services

and Public Utilities : Municipal services include potable water, sanitary sewer, refuse collection and fire and police protection. Public utilities include electricity, natural gas and telephone. Electricity is provided by Georgia Power, natural gas by the Atlanta Gas Company or similar and telephone by Southern Bell Telephone and Telegraph Company or similar.

Easements and Encumbrances : A Georgia Power Company easement traverses at points approximating the southwest corner and southern boundary and it appears with reference to the aforementioned plat of survey, The City of Savannah has reserved the western five lineal feet along the western boundary fronting East Broad Street for additional right-of-way.

BUILDING IMPROVEMENTS

Building Improvements: The land is improved with multiple structures including primarily a pre-engineered, steel frame, warehouse-shed building and a wood frame and concrete block storage shed.

The warehouse-shed building was reportedly constructed circa 1974 and comprises a steel frame superstructure finished with corrugated metal panels at the exterior of the warehouse portion and open span at the western, northern and southern building elevations of the shed portion.

The roof superstructure is pre-engineered steel frame in a slight hip design, finished with corrugated metal panels and served by gutters and downspouts.

The interior eave heights are estimated to comprise a clear span of 11 feet and the floor is earthen paved.

One at grade overhead door serves the warehouse portion of the warehouse-shed building

The wood frame and concrete block storage shed is estimate to comprise approximately 817 square feet.

SITE IMPROVEMENTS

Fencing : Approximately 280 lineal feet of 5' high, 2", 9 gauge, metal cyclone type fence with barb-wire and being served by a two, double-gates along the southern boundary fronting along westbound land of East Waldburg Street and a singular double gate fronting along the southside of East Bolton Street Lane.

ZONING

Zoning Authority : City of Savannah

Zoning Classification : Traditional Commercial -2 (TC-2)

Definition : The Zoning Definition for the Traditional Commercial -2 (TC-2) district is provided as follows.

As defined within the ***City of Savannah City Zoning Ordinance***: “the purpose of the TC-2 district shall to ensure the vibrancy of historic mixed use neighborhoods with traditional development patterns characteristic of Savannah during the streetcar and early automobile eras. The intent of the district is to encourage the creation of commercial corridors along higher classifications of streets that traverse historic neighborhoods.”

Permitted Uses : Permitted uses include single-family detached and attached, two-family, three-family/ four-family townhouse, stacked townhouse, apartments, monastery/convent, agriculture, community garden park, library/community center, museum, post office, police/fire station or substation, emergency medical services (EMS) substation/ ambulance service, shelter, emergency shelter, transitional shelter, soup kitchen, child/adult day care home, child/adult day care center, child/adult care home, 24 hour, child/adult care center, 24 hour, college, university, seminary, educational building used by a college, university or seminary, school, public or private (K-12), school, trade, vocational or business, all places of worship, private club/lodge, correctional transition facility, hospice facility, nursing home, assisted living facility, personal care home, registered, personal care home, family, personal care home, group, general, call center, day labor employment center, office, medical, office, utility/contractor, studio/multimedia production facility, retail, general, art/photo studio; gallery, food-oriented retail, garden center, pharmacy, general, pharmacy for medical cannabis dispensary or medical marijuana dispensary, warehouse or office showroom/flex space, services, general, animal services, indoor, bank, body art services, business support services, catering establishment, instructional studio or classroom, personal service shop, psychic; palmist; medium; fortune teller, repair-oriented services, restaurant, retail consumption dealer (on premise consumption of alcohol), bed and breakfast Inn, short-term vacation rental, artisan/craft, parking facility.

It should be noted that the above uses may require additional conditions and provisions for compliance. All interested parties should consult with The City Of Savannah regarding the permissibility of a specific use within the Traditional Commercial -2 (TC-2) zoning district.

Comments:

In the brokers opinion, of those compliant uses permitted for properties located within the confines of a Traditional Commercial -2 (TC-2), the most likely probable, financially feasible utilizations reflecting highest and best use might include but is not limited to includes: single-family detached and attached, two-family, three-family/ four-family townhouse, stacked townhouse, apartments, short-term vacation rental, assisted living facility, general office medical office, retail (neighborhood shopping center), general pharmacy, pharmacy for medical cannabis dispensary or medical marijuana dispensary, warehouse or office showroom/flex space, repair-oriented services, restaurant, and retail consumption dealer (on premise consumption of alcohol).

REAL ESTATE TAXES

The property is subject to taxation by the City of Savannah and Chatham County which assess all properties within its jurisdiction at 40% of the appraised value as established by the Chatham County tax assessor's office. It should be noted that all property within the State of Georgia is assessed at the 40% ratio excepting limited agricultural uses and exemptions.

According to a representative from the tax assessor's office, tax appraised values are established relative to the “*As Is*” condition of the property on January 1, of the taxable year.

As of the date of this offering, the property has a taxable value of \$149,000 and an assessed value of \$59,600 or 40% of the taxable value.

Applying the 2025 Incorporated Chatham County and City of Savannah millage rates (\$47.040/\$1,000.00) to the Year 2025 tax appraised value reflects an aggregate estimated tax requirement/assessment of approximately \$2,803.58.

12

LOT 55A
0.44 AC

LOT 64A
0.36 AC

COAST

HAINES STREET

SAGIS DIGITAL MAP



AERIAL IMAGES



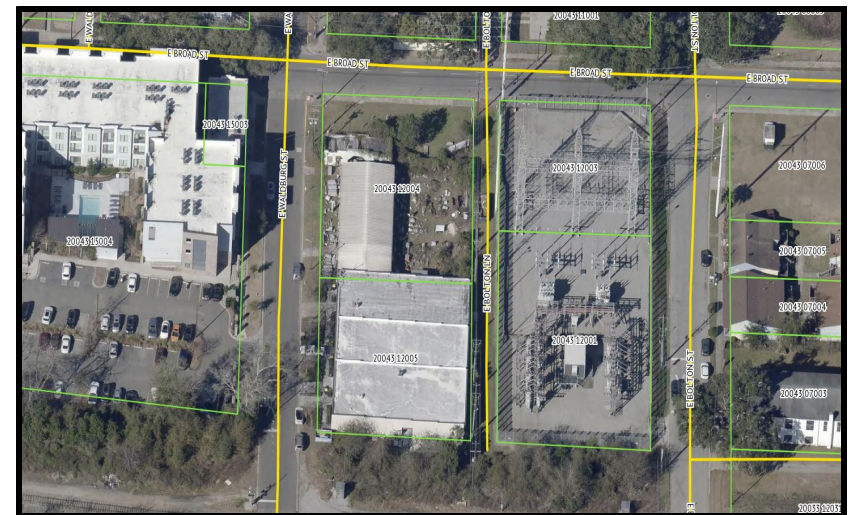
Northerly Aerial Image



Southerly Aerial Image



Easterly Aerial Image



Westerly Aerial Image

SUBJECT PHOTOGRAPHS



Northerly View Along East Broad Street (One Way Northern Directional)
Subject Asset Is Located On The Right



Easterly View Along East Waldburg Street (Two Way East-West Directional) Subject Asset Is Located On The Left



Westerly View Along East Waldburg Street (Two Way East-West Directional) Subject Asset Is Located On The Right



Easterly View Along East Bolton Lane (Unopened)
Subject Asset Is Located On The Right



Northeasterly View Along The Southern Elevation
Of The Warehouse Shed Building



Northwesterly View Along The Southern Elevation
Of The Warehouse-Shed Building



Southwesterly View Along The Northern Elevation
Of The Warehouse-Shed Building



Easterly View Of The Northern Elevation
Of The Warehouse-Shed Building



Westerly Internal View Of The Shed Portion
Of The Warehouse-Shed Building



Easterly Internal View Within The Shed Portion
Of The Warehouse-Shed Building



Westerly Internal View Of The Warehouse Portion
Of The Warehouse-Shed Building



Easterly Internal View Of The Warehouse Portion
Of The Warehouse-Shed Building



Westerly View Along The Southern Side Yard



Easterly View Along The Southern Side Yard



Westerly View Along The Northern Side Yard



Easterly View Along The Northern Side Yard



Existing Property To The East Of The Subject Asset
(DeBorde Restorations)



Existing Property To The East Of The Subject Asset
(Aurora Stained Glass)



Existing Use To The South Of The Subject Asset
(Out Of Das Box (Upscale Neighborhood Lounge-Bar))



Existing Property To The South Of The Subject Asset
(Park + Broad Boutique Apartments)

PLAT OF SURVEY

SURVEY GENERAL NOTES:

1. THIS PLAT IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
2. ACCORDING TO F.L.R.M. MAP NO. 1305100154F, EFFECTIVE DATE 8/26/06, THIS PARCEL SHOWN HEREON LIES IN ZONE X, NOT A SPECIAL FLOOD HAZARD AREA.
3. ALL LOTS TO BE SERVED BY THE CITY OF SAVANNAH WATER AND SEWER SYSTEM.

APPROVED BY THE CITY OF SAVANNAH ENGINEER

Julie L. Lutz 7/1/14
JULIE L. LUTZ, P.E., CITY OF SAVANNAH ENGINEER DATE

APPROVED BY THE METROPOLITAN PLANNING COMMISSION

Thomas L. Thomson 07/03/14
THOMAS L. THOMSON, EXECUTIVE DIRECTOR DATE

APPROVED BY THE CHATHAM COUNTY DEPARTMENT OF PUBLIC HEALTH,

DIVISION OF ENGINEERING & SANITATION FOR PUBLIC WATER & SEWER

Stephane J. Jones 5/8/14
C. TONY JONES, DIRECTOR DATE

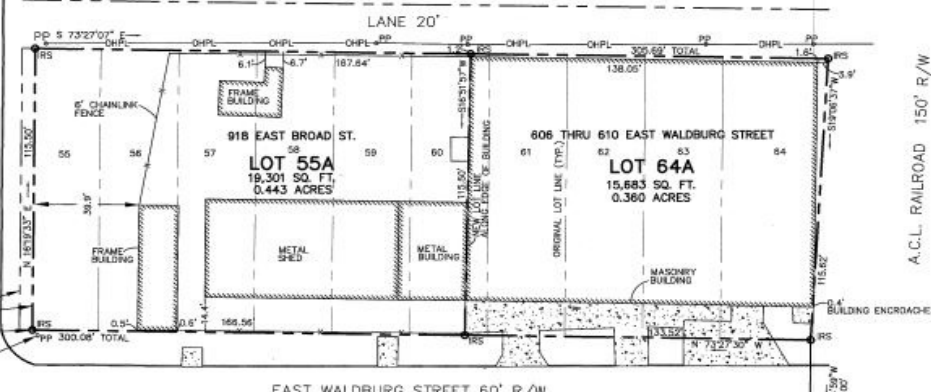
APPROVED BY THE CITY MANAGER OF SAVANNAH

Stephane J. Jones 7/1/14
STEPHANE J. JONES, CITY MANAGER DATE

ALL STREETS, RIGHTS-OF-WAY, EASEMENTS AND ANY SITES
FOR PUBLIC USE AS NOTED ON THIS PLAT ARE HEREBY
DEDICATED FOR THE USES INTENDED.

Don McElroy 27 May 14
DONALD M. McELROY, DATE

EAST BROAD STREET 50' R/W (EXISTING)



FORMER LOTS: 10
NEW LOTS: 2
TOTAL AREA: 34,984 SQ. FT., 0.803 ACRES

A RECOMBINATION OF LOTS 55 THROUGH 64 SCHLEY WARD,
INTO LOTS 55A AND 64A,
2ND. G.M. DISTRICT, CITY OF SAVANNAH, CHATHAM COUNTY, GEORGIA

FOR: OGLETHORPE MARBLE & GRANITE CO.
PARENT PIN# 2-0043-12-002

SCALE: 1" = 30'



THIS SURVEY WAS PREPARED IN CONFORMITY WITH
THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS
IN GEORGIA AS SET FORTH IN CHAPTER 180-2 OF
THE RULES OF THE GEORGIA BOARD OF REGISTRATION
FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS
AND AS SET FORTH IN THE GEORGIA PLAT ACT
O.C.G.A. 19-6-67

REFERENCE:
1. CITY ATLAS MAP 10

ERROR OF CLOSURE:
FIELD: 1/171,754
PLAT: 1/1,000,000
ADJUSTED BY: COMPASS
EQUIPMENT: TOPCON GTS3336W
TOTAL STATION; SINGLE PRISM

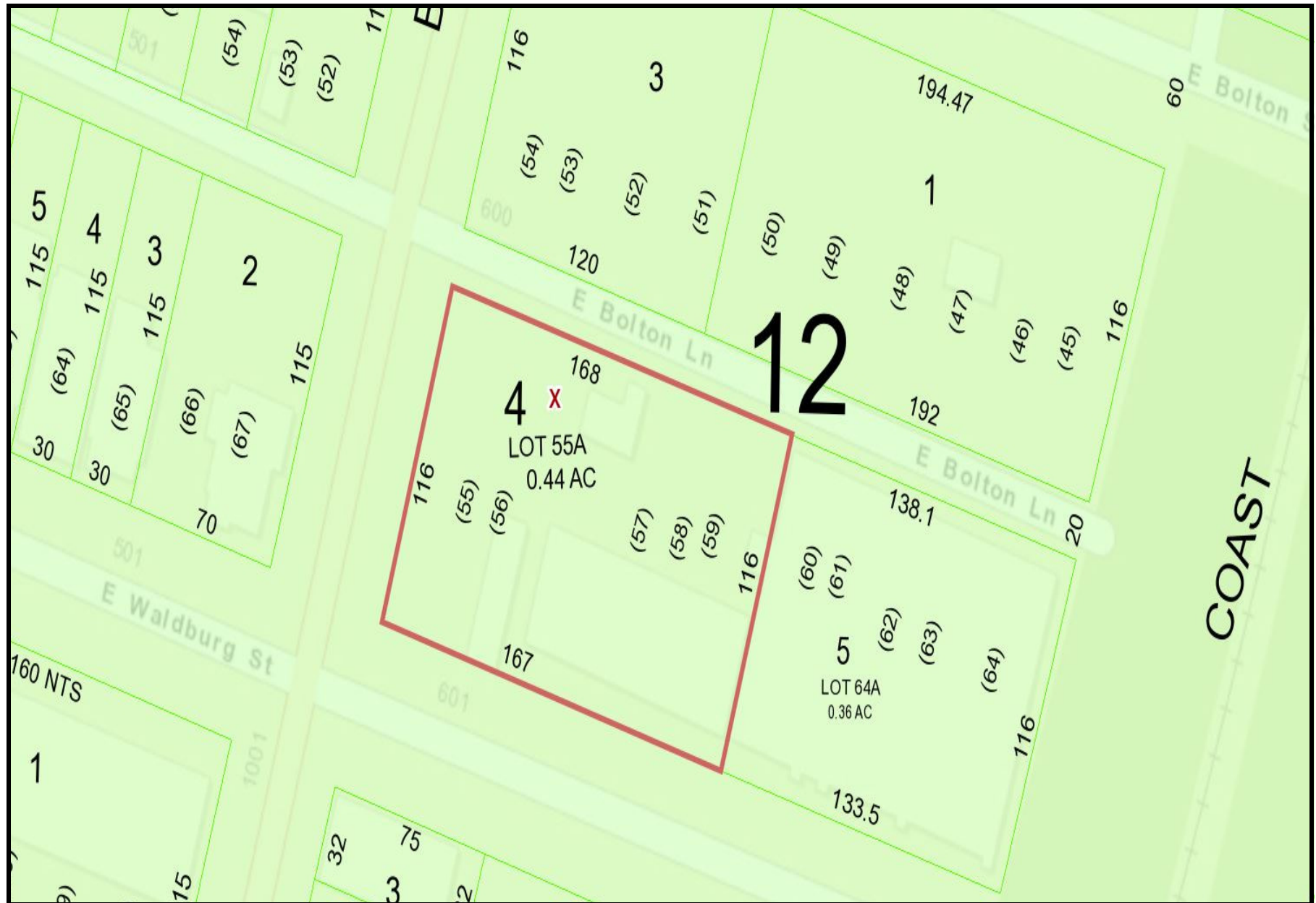
BK 48P PG 165

Vincent Harty
129-A BURTON ROAD
SAVANNAH, GEORGIA 31405
(912) 925-3523
FIELD SURVEY DATE: 11/22/13
DATE: 5/20/14 JOB# 13-179

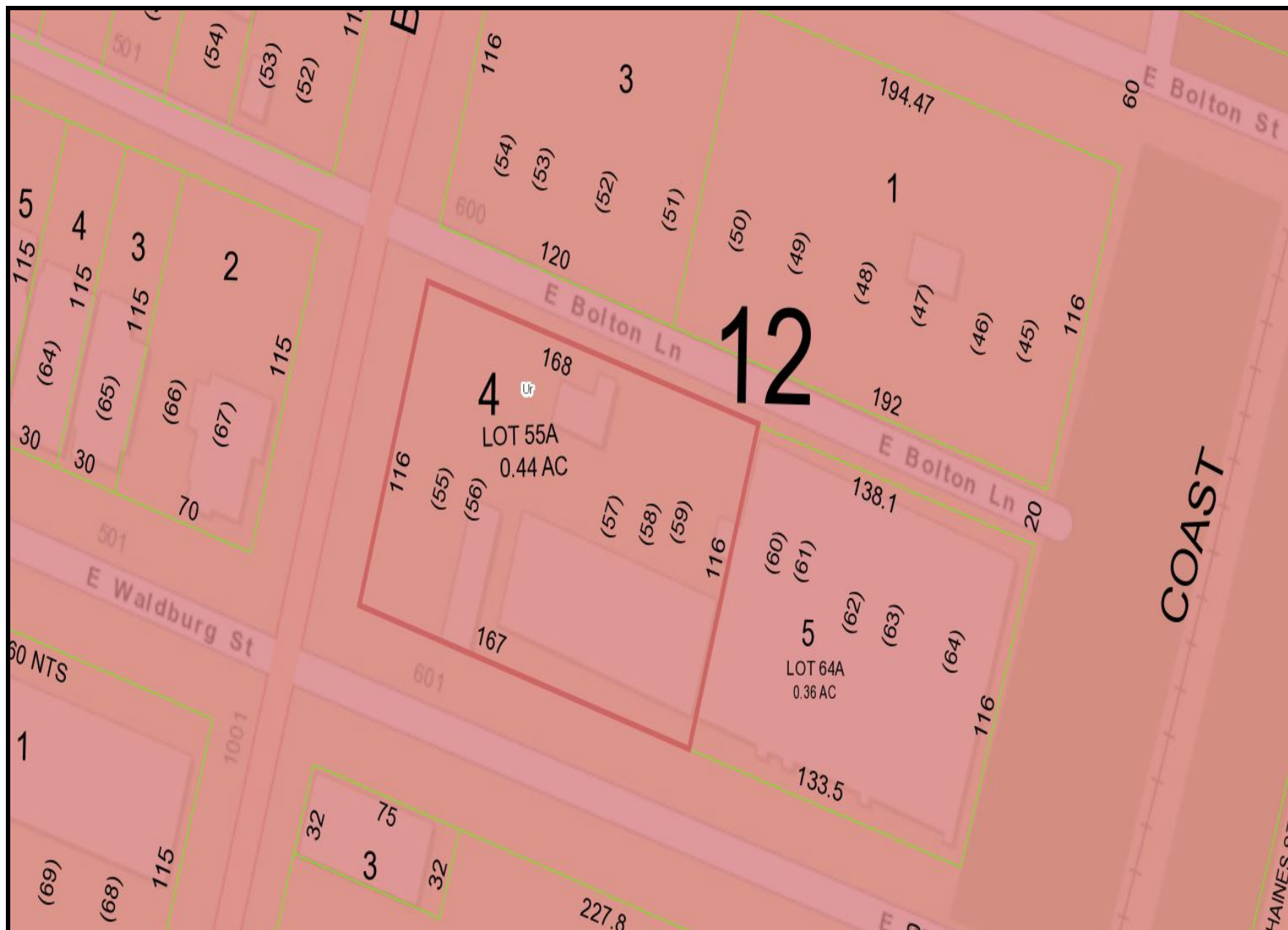


- LEGEND:
- CMF - CONCRETE MONUMENT FOUND
 - RS - R/W ROD SET
 - PIP - POWER POLE
 - CHPL - OVERHEAD POWER LINE
 - CLF - CHAIN LINK FENCE
 - PL - PROPERTY LINE

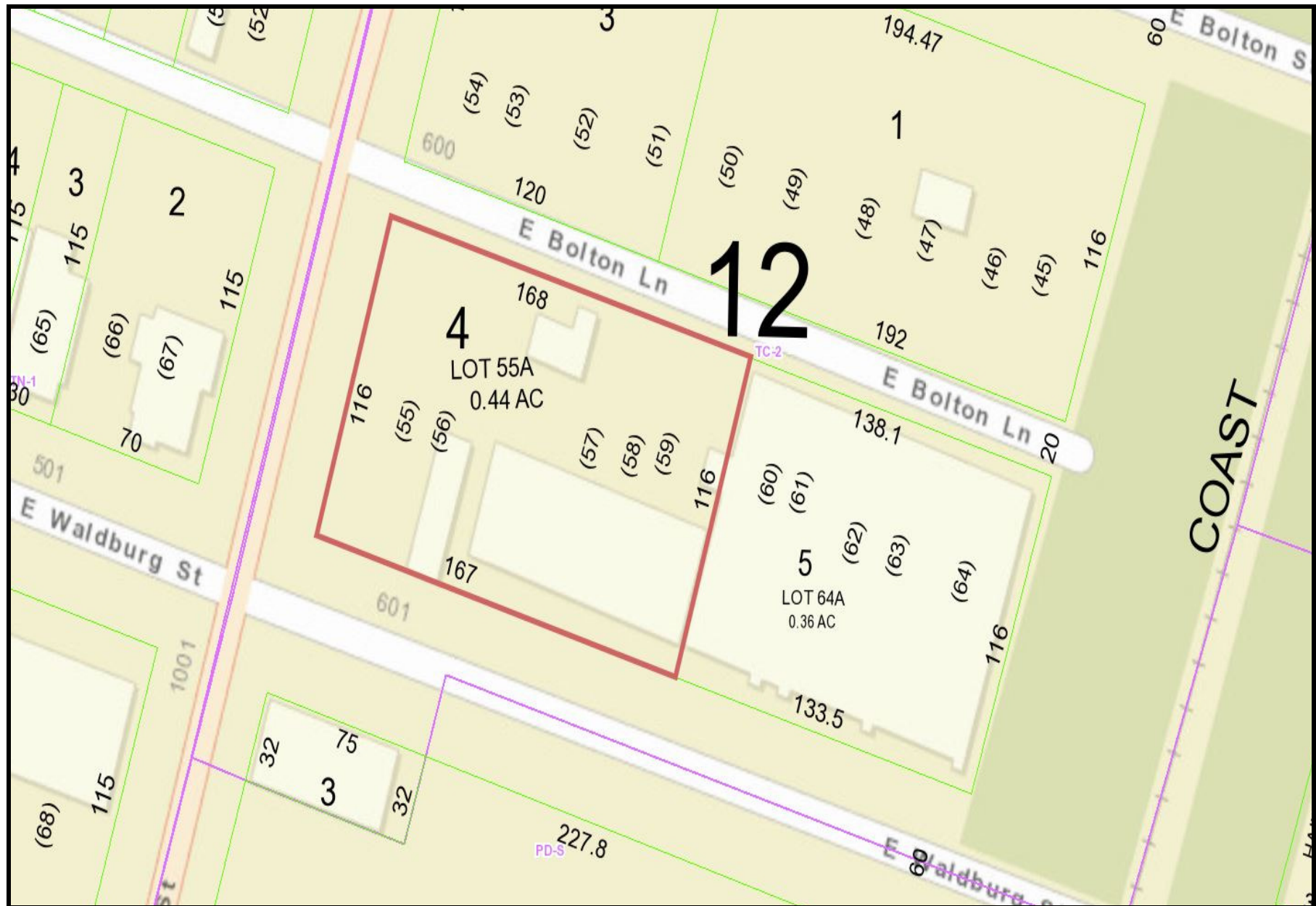
Flood Map



Soil Map



Zoning Map



INVITATION FOR NON-BINDING PROPOSALS FORM

INVITATION FOR NON-BINDING PROPOSALS FORM

Dollar Amount of Proposal (Minimum Proposal Of \$1,250,000): \$ _____

Name of Person Submitting Proposal: _____

Address of Person Submitting Proposal: _____

Contact Number of Person Submitting Proposal: _____

Signature: _____

By signing this form, I hereby attest my non-binding intention to purchase this property subject to the terms and conditions of the Purchase Agreement. Furthermore, I attest that I am submitting only one bid for this property; have not, directly or indirectly, joined, participated or colluded with any prospective purchasers; and have no direct or indirect interest in any proposal. My signature also acknowledges that I understand any violation will result in Oglethorpe Marble & Granite Company's rejection of my proposal.

SAMPLE PURCHASE AGREEMENT

SAMPLE PURCHASE AGREEMENT

STATE OF GEORGIA)
COUNTY OF CHATHAM)

PURCHASE AGREEMENT

THIS AGREEMENT, dated as of the ____ of _____, 2026, by and between the Oglethorpe Marble & Granite Company (“Seller”), a limited liability company organized in the State of Georgia, and _____ (“Purchaser”).

Subject to the terms and conditions of this Agreement, and in consideration of the mutual promises set forth below, Seller and Purchaser agree as follows:

1. Real Property. Seller shall convey or cause to be sold and conveyed and Purchaser shall purchase from Seller the following real property (the “Property”) in Chatham County, Georgia, which Property is more fully described in the legal description set forth below or attached and made a part thereof:

ALL THOSE CERTAIN LOTS, TRACTS OR PARCELS OF LAND SITUATE, LYING AND BEING IN THE CITY OF SAVANNAH, CHATHAM COUNTY, GEORGIA, AND KNOWN AND DESIGNATED AS BEING A RECOMBINATION OF LOTS 55 THROUGH 64 SCHLEY WARD, INTO LOTS 55A AND 64A AS SHOWN IN THAT CERTAIN PLAT PREPARED BY VINCENT HEMLY, REGISTERED LAND SURVEYOR, DATED NOVEMBER 23, 2013, RECORDED IN THE OFFICE OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA, IN SUBDIVISION MAP BOOK 48-P, FOLIO 165 AS LOT 55A. SAID LOT BEING SUBJECT, TO ANY EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD.

2. Purchase Price. Purchaser responded to Seller’s invitation to bid on the sale of the Property by a sealed bid. As a result of said auction, Purchaser shall pay to Seller as the purchase price (the “Purchase Price”) for the “Property” the sum of Your Bid Amount (\$000,000).

(A) Within three (3) business days from the date of this Agreement, Purchaser shall deliver an earnest money deposit (“Earnest Money Deposit”) of \$_____. The Earnest Money Deposit shall be held and deposited in a non-interest-bearing account held by the choice of the Seller, as escrow agent (“Escrow Agent”). At closing of this transaction, the Earnest Money Deposit shall be credited to the Purchaser and applied against the Purchase Price. The Earnest Money Deposit will be refunded to Purchaser if, prior to expiration of Purchaser’s Inspection Period, Purchaser delivers written notice to Seller that Purchaser is terminating this Agreement. If the parties dispute the refund or release of the Earnest Money, the Escrow Agent may file an interpleader action and pay the Earnest Money Deposit into the registry of the Chatham County Superior Court. Upon filing the action and depositing the funds, the Escrow Agent shall be dropped as a party and all costs and legal fees associated with interpleading the funds shall be disbursed or paid to Escrow Agent by court order.

(B) At Closing, the Purchaser shall provide to Seller the balance of the Purchase Price in the amount of \$_____.

(C) Purchaser shall have sixty (60) days from the date of this Agreement (hereinafter referred to as the "Inspection Period") to use good faith efforts to determine whether the Property is suitable for Purchaser's intended use. In the event Purchaser determines, in its sole discretion, that the Property is not suitable for Purchaser's intended use, then Purchaser may terminate this Agreement by giving written notice to Seller on or before the last day of the Inspection Period, in which event all Earnest Money paid hereunder shall be promptly refunded to Purchaser and the parties to this Agreement shall be relieved of all rights and obligations hereunder.

3. Closing. It is expressly understood and agreed between the Seller and Purchaser that TIME IS OF THE ESSENCE of this contract, and the sale shall be closed on or before ***Thirty Days Following The Expiration of The Inspection Period***. For said closing, Purchaser shall provide a Closing Attorney at no cost to the Seller. Purchaser and Seller mutually agree to close at a time and place designated by Closing Attorney within five (5) working days after notification from Closing Attorney that the sale is ready to close, but at a date that shall not be later than provided in this paragraph.

4. Closing Costs. Seller shall only pay for any and all costs necessary to deliver a marketable and insurable title, including recording of satisfactions and Property taxes to the day of closing. Purchaser shall pay all other costs associated with closing including but not limited to the cost of Purchaser's Property insurance, appraisal, survey, cost of obtaining any mortgage loan for the Property, origination fees, title examination, title insurance (if desired), and hazard and flood insurance (if desired). At the closing, all ad valorem property taxes, water and sewer charges and other assessments of any kind on the Property for the year of closing shall be prorated between Purchaser and Seller as of midnight of the day prior to the Closing Date. The provisions in this paragraph shall survive the closing.

5. Advice and Representation Waiver. Seller acknowledges that they have not relied upon the advice nor representations, if any, by Broker (or agent of the Broker) relative to the legal and tax consequences of this contract or the sale of this Property. Further, Purchaser acknowledges that it has not relied upon the advice or representations, if any, by Broker (or agent of the Broker) relative to the legal and tax consequences of this contract or the purchase and ownership of the Property, and if applicable the structural condition of the Property, the operating condition of electrical heating, air conditioning, plumbing, water heating systems, and appliances in the Property, the availability of utilities to the Property, the past or potential effect or rising flood waters on the Property or the investment potential or resale value of the Property. Seller and Purchaser both acknowledge that if such matters have been of concern to them, they have sought and obtained independent advice relative hereto.

6. Title. Seller warrants that it presently has good and marketable title to the Property and shall convey same to Purchaser at closing by Limited Warranty Deed, subject only to easements, restrictions and encumbrances specified in this contract, including without limitation easements and restrictions of record referred in paragraph 9 of this contract. At least 10 days prior to Closing, Purchaser shall have the opportunity to examine or have examined the title to the Property. Should any legal defect be found in the title which would render the title unmarketable, Seller shall be furnished with a written statement thereof prior to above said date of closing and given a reasonable time to correct the same; however, in no event shall this period exceed sixty days from the date of said notice of defect. Upon the expiration of sixty days, Purchaser has the option to void this contract or waive said defect and accept title to the Property subject to such defect.

The prorated costs of ad valorem taxes as of the date of sale shall be paid by the Seller at or before consummation of this sale.

7. Risk of Loss. Seller warrants that when the sale is consummated, the improvements on the Property will be in the same condition as they are on the date this contract is signed by Seller, normal wear and tear excepted; however, should the premises be destroyed or substantially damaged by fire or other hazards before the sale is consummated, then at the election of the Purchaser: (a) this contract may be canceled, or (b) Purchaser may consummate the sale and receive such insurance proceeds as are paid on the claim of loss. This election is to be exercised within ten (10) days after the Purchaser has been notified in writing by Seller of the amount of the insurance proceeds, if any, that Seller will receive on the claim of loss. Upon any such cancellation, any deposit paid hereunder shall be returned to Purchaser. If prior to closing any or all of the Property is taken under the power of eminent domain, this contract may be canceled and any deposit payment returned to the Purchaser.

8. Seller Warrants. Seller shall deliver to Purchaser the Property in “as-is and where is condition” and does not warrant any condition of the Property and improvements.

9. Restrictions. The Property is to be conveyed subject to all State laws, easements of record, covenants and restrictions of record, zoning and building regulations (excepting local, regional and national building code compliance matters), ordinances, and requirements adopted by any government or municipal authority having jurisdiction over the Property, and amendments and additions hereto now or hereafter in force and effect, which relates to the Property.

10. Occupancy. Occupancy shall be delivered to Purchaser at closing of sale.

11. Brokerage/Seller of Purchaser Default/Commissions. In negotiating this contract, Broker and/or his or her agent has rendered a valuable service and is therefore made a party hereto to enable Broker to enforce his commission rights hereunder against the parties hereto.

At closing, Seller shall compensate Broker under the terms of a separate agreement and/or work order

12. Agency Disclosure. Whitley and Associates, Inc. serves as Broker/Agent for the Seller in this transaction and is to be paid a commission by the Seller. The Broker/Agent has not acted as agent for the Purchaser in this transaction.

13. Entire Agreement. This contract constitutes the entire agreement between the parties, and shall be binding upon and inures to the benefit of heirs, executors, administrators and assigns of the respective parties hereto. All additions or modifications to this contract shall be only in writing and signed by all parties and shall become an addendum to this contract. There shall be no verbal agreements or any kind between parties.

14. Disclaimer. Purchaser agrees that prior to the signing of this contract, they have at their own expense, thoroughly investigated for themselves and any representations by others, all zoning, water, sewer, land elevation, availability of utilities, easements, encumbrances and all user requirements including, but not limited to, governmental regulations, and acts in this contract upon the results of this investigation without relying upon any representations of others including Broker or Agent.

15. Special Stipulations. The following special stipulations (if applicable) and any addenda, if in conflict with any printed matter in this agreement, shall control and take precedence over such printed matter:

16. Applicable Law. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia.

THE ABOVE PROPOSITION IS HEREBY ACCEPTED, this __ day of _____, 2026.

WITNESS HAND AND SEAL OF THE UNDERSIGNED,

Executed in the presence of:

(Purchaser)

By: _____

Attest: _____

Virginia L. Mobley CFO, CEO
Oglethorpe Marble & Granite Company
(Seller)

By: _____

Attest: _____