

REAL ESTATE SALES CONTRACT

WHEN COMPLETED AND SIGNED BY BOTH PARTIES, THIS IS A LEGALLY BINDING CONTRACT. IF THIS CONTRACT IS NOT FULLY UNDERSTOOD, THE SERVICES OF A COMPETENT PROFESSIONAL SHOULD BE SOUGHT.

Sellers:

as Trustee for DO Smith Trust *EWB Winked BRTWC*
~~-DO Smith Trust by Richard Inman as Power of Attorney~~ *FD 10/15 RHN*
 -Henry D. Smith Sr.
 -Louis W. Smith III
 -Robert L. Moore, Pamela M. Bishop, Davis O. Moore by Robbie L. Moore as Power of Attorney *TKC*
 -Franklin D. Windham Sr.
 -Franklin D. Windham Jr.
 -Bridgette W. Branson
 -Tracy W. Corn
 -Donna W. Dörner
 -Marion S. Lyle, Belinda C. Smith Luther, Virginia Blaine Smith Motley, Brenda Jo Smith Kirkland, Judson Blaine Smith Jr by Ned F. Lyle as Power of Attorney, hereby agrees to sell to Buyer, C&C Property Holdings, LLC, or Buyer's nominee, the real property set forth below and all improvements thereon (herein referred to as the Property), and Buyer agrees to purchase said Property from the Seller on the terms and conditions set forth in this contract.

DESCRIPTION: The property is located in **Richland** County, (City) **Columbia**, (State) **South Carolina**, and is commonly known as (address) **9850 Two Notch Rd**, has approximate size of **11.34** acre(s) (Parcel 1, 1B, 1C, and 2, acreage subject to final survey) and is legally described as follows:

TMS# R22803-03-20, Portion of TMS# R22802-01-11
 See attached Exhibit

1. PURCHASE PRICE: The total purchase price to be paid for the Property by the Buyer is payable as follows:

- (a) Initial Deposit (Due upon Execution, nonrefundable on **February 28th, 2025**)* \$ 20,000
- (b) Additional Deposit (Due February 28th, 2025, nonrefundable on **July 31st, 2025**) \$ 20,000
- (c) Additional Nonrefundable Deposit (Due if Awarded Tax Credits, anticipated by **September 30th, 2025**)
 \$ 60,000
- (d) Additional sum due at closing (not including proration) \$ 2,100,000
- (e) Proceeds of new financing to be given by Buyer and any lender (s)..... \$ 2,200,000

TOTAL PURCHASE PRICE \$ 2,200,000

* All Deposits to be held by Buyer's attorney and are applied to the purchase price.

2. APPORTIONMENT OF PURCHASE PRICE AND DEED: Land \$ 2,200,000 Building \$ _____
 Personal Property \$ _____. It is agreed that the Property will be conveyed by recordable Fee Simple Limited Warranty deed, with release of dower and homestead rights, subject to general real estate taxes for the current year, covenants, restrictions of record, and easements of record, all of which must be acceptable to Buyer.

3. Buyer will pay for recordation of deed, prorated share of prepaid taxes and insurance, and rollback taxes if any.

4. The Seller will pay for revenue stamps, Seller's attorney's fees, satisfaction of mortgage and recording fee.

5. PRORATED ITEMS: All rents, taxes, assessment and insurance premiums

6. EXAMINATION OF TITLE AND TIME OF CLOSING: If the title evidence and survey as specified above disclose that Seller is vested with fee simple title to the Property, this sale shall be closed and Buyer shall perform the agreements made in this contract, at the office of the Buyer's Attorney, by **December 31st, 2025**, except one additional extension shall be granted for an additional \$ 100,000 non-refundable Deposit, extending the closing date to **February 27th, 2026, which Deposit shall be applied to the purchase price at Closing.** If title evidence or survey reveals any defect or condition which is not acceptable to Buyer, the Buyer shall, within fifteen (15) days, notify the Seller of such defects and Seller agrees to use reasonable efforts to remedy such defects and shall have thirty (30) days to do so. Seller agrees to pay for and clear all delinquent taxes, liens and other encumbrances. If Seller is unable to convey to Buyer a good and insurable title to the Property, the Buyer shall have the right to demand all sums of refundable deposits, deposited by Buyer and held by or for the Seller. At the same time, Buyer shall return to Seller all items, if any, received from the Seller, whereupon all rights and liabilities of the parties to this contract shall cease. However, the Buyer shall have the right to accept such title as Seller may be able to convey and close this sale upon the other terms as set forth in this contract.

7. DEFAULT BY BUYER: If Buyer fails to perform the agreements of this contract within the time set forth herein, Seller may retain, as liquidated damages and not as a penalty, all of the refundable deposits, it being agreed that this is Seller's exclusive remedy.

8. **DEFAULT BY SELLER:** If Seller fails to perform any of the agreements of this contract, all deposits made by Buyer shall be returned to Buyer on demand, the Buyer may choose to bring an action for specific performance, or Buyer shall be entitled to reimbursement of all costs and expenses incurred as Buyer's sole remedies.

9. **ATTORNEY FEES AND COSTS:** If any litigation with respect to enforcement of the terms of this contract, the prevailing party shall be entitled to recover all cost incurred, including, but not limited to, reasonable attorney's fees and court costs.

10. **RISK OF LOSS OR DAMAGE:** Risk of loss or damage to the Property by any cause is retained by Seller until closing, except that Buyer shall be responsible for repairing any damage to the property caused by Buyer or its agents during its inspection or due diligence activities.

11. **CONDITION OF THE PROPERTY:** Seller agrees to deliver to Buyer in its present condition, ordinary wear and tear excepted, and further certifies and represents that Seller knows of no latent defect in the Property. The Buyer, at Buyer's expense, shall have the privilege of entering and inspecting the Property and having such test performed as Buyer deems appropriate on the Property. Seller will grant to the appropriate authority rights-of-ways and easements through the remainder of Seller's property as needed to provide utilities, drainage and/or access to serve the Property.

The Property shall be free of toxic or hazardous materials, waste and contaminants and any other type of contamination. In the event that such materials, waste or contaminants are identified, then Seller shall take such action as may be necessary to clean-up and remove the material, waste or contaminate on or under the Property prior to closing, or the Buyer will have the option to terminate this contract and receive a refund of all refundable deposits made by Buyer. The Property shall be suitable for Buyer's intended use and if Buyer in his sole discretion determines that the Property is not suitable for the intended use then Buyer shall have the right to terminate this contract. Seller has no actual or constructive knowledge of any tanks on the property or the existence of any hazardous materials presently or previously present on the property. Seller has delivered copies of all Phase I or other environmental reports in its possession to Buyer prior to the execution of this agreement.

12. **MORTGAGE OR THIRD PARTY FINANCING:** According to paragraph 1(e) of this contract, it is agreed that the Buyer will require new financing for this purchase. The application for this financing will be made with lender(s) acceptable to Buyer, and unless financing, acceptable to Buyer, is approved with contingencies acceptable to the Buyer by **February 27th, 2026**, the Buyer shall have the right to terminate this contract and receive a full refund of all refundable deposits made by the Buyer, as per section 1.

Notwithstanding any provision of this Agreement, if U.S. Department of Housing and Urban Development (HUD) funds are used, including, but not limited to HOME funds, the parties agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of an environmental review and receipt of a release of funds notice from the U.S. Dept of HUD under 24 CFR Part 58. The parties further agree that the provision of any federal funds to the project is conditioned on the determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review. If no HUD funds are utilized in regard to this property, this provision shall be considered null and void.

13. **ZONING, UTILITIES AND APPROVALS:** Unless the property is properly zoned for the intended use, all necessary utilities are available to the Property and all federal, state and local approval are obtained by **February 27th, 2026**, the Buyer shall have the right to terminate this contract and receive a full refund of all refundable deposits made by Buyer hereunder.

14. **TIME IS OF THE ESSENCE:** This offer shall terminate if not accepted before 5 pm, ~~November 28th, 2024~~ December 12, 2024

15. **ADDITIONAL TERMS AND CONDITIONS:**

- (a) Where the context requires, the terms that Seller and Buyer shall include are in the masculine as well as the feminine and the singular as well as the plural.
- (b) There are no agreements, promises or understandings between the parties except as specifically set forth in this contract. No alterations or changes shall be made to this contract unless the same are in writing and signed or initialed by the parties hereto.
- (c) This agreement shall be construed under the laws of the State of South Carolina.
- (d) If the property does not appraise for the price offered, then Buyer shall have the right to terminate this contract and receive a full refund of all refundable deposits. Buyer shall also have the right to proceed with closing for the price offered in section 1 regardless if the property does not appraise for the price offered.
- (e) Buyer agrees to furnish survey and all reports and studies to Seller.
- (f) If requested by Buyer, Seller shall transfer and convey to Buyer all declarant rights under any declarations of which Seller has authority as declarant, which are recorded in the Richland County Office of the Register of Deeds, at Closing, together with all documents, records, books, reports, claims, and other information related to the Sellers' performance of its rights and obligations under any such declarations and confirmation that the Declarant rights have not been assigned to anyone else prior to the date of the Closing. Sellers shall indemnify Buyer from any and all claims or causes of action related to or arising from Sellers' time as Declarant under the declarations, which indemnity shall be joint and several as to all Sellers.
- (g) Prior to February 28, 2025 and again within 10 days before Closing, Seller shall provide to Buyer Estoppel Certificates in a form satisfactory to Buyer from each owner of the Outparcels 2C, 2B, 2A, and 1A and the Seller as Declarant, related to the Declaration of Easements, Covenants, and Restrictions dated May 28, 2003 and recorded in Book 801 at page 143 (the "Declaration"), affirming the status of the fees, obligations, defaults, and all other matters subject to the Declaration, waiving any claim against the prior Declarant and waiving any claim against any new Declarant relating to obligations or claims arising prior to the sale of the property.

Failure of Seller to satisfy (f) and (g) by February 28, 2025 and again at Closing shall, at Buyer's option, allow Buyer to terminate the agreement and receive a full refund of all due diligence funds, refundable and non-refundable.

- (h) Buyer agrees that to the extent any objections to matters of Appraisal, Zoning, Utilities, Survey or Environmental have not been raised by July 31, 2025, that as of July 31, 2025 all such contingencies with respect to Appraisal, Zoning, Utilities, Survey and Environmental shall be waived after July 31, 2025. However, Buyer shall retain all rights to terminate the Agreement as to any objections to such matters that have been raised to Seller on or before July 31, 2025 and as to any new matters first arising after July 31, 2025.
- (i) Sellers obligations under this Agreement are contingent upon Purchaser and Sellers mutually agreeing in writing to the form of a declaration, a modification to the existing declaration of record, or easements rights over the Property for the benefit of that certain parcel of land shown as Parcel 1A, being 0.723 acres on Plat recorded in Richland County ROD in Book 800 at Pg 517, being a portion of Richland County tax map number R22802-01-11 (, referred to herein as the "Sellers' Retained Property Declaration"), that will provide access, utility and storm drainage easements over the Property for the benefit of the Sellers' Retained Property provided that purchaser is legally able to provide, that are acceptable to Buyer and to Sellers in Sellers' reasonable, but good faith, judgment, and will provide for the continued operation and use of the Sellers' Retained Property substantially as existing on the Effective Date, including, without limitation, the right to drain storm water runoff from the Sellers' Retained Property onto the Property (and the requirement that the Property provide suitable storm water detention or retention ponds to service the storm drainage located on the Sellers' Retained Property), the right to continue any utility services, and easements for utility services, currently serving the Sellers' Retained Property and/or as reasonably required to service the Sellers' Retained Property, and the right of access, ingress and egress across the paved driveways as existing from time to time within the Property, and to establish curb cuts and driveway connections thereto from the Sellers' Retained Property, in accordance with an approved site plan (Provided such access or easements are permissible according to all local governing bodies). The easement and access rights to be granted hereunder to benefit Sellers' Retained Property shall not require the Seller's Retained Property owner to contribute a share of the cost of installation, construction, maintenance, repair and replacement, or for taxes or other charges, related to the construction and operation of any driveways or storm water drainage structures, detention or retention areas, or other common areas and facilities as may be located within the Property even though the Sellers' Retained Property may benefit from such facilities under the such amended declaration or easement, provided the Seller's Retained Property usage of such access, utility and storm water systems does not materially increase from the effective date of this Agreement. If Purchaser and Sellers have not mutually approved in writing the form of Sellers' Retained Property Declaration prior to the expiration of the Inspection Period, then either Purchaser or Sellers upon written notice to the other party may terminate this Agreement at any time thereafter and prior to such time as the Sellers and Purchaser have approved in writing the form of such easement or amendment to the declaration and obtained all such approvals as may be required under any amendment to the declaration.

Notwithstanding the aforesaid, Sellers and Buyer agree that all rights and easements granted hereunder shall be located as necessary to not impair the Buyer's intended use of the Property. Sellers agree to cooperate with Buyer pre and post-closing regarding the relocation of any easements located on the Property which benefit the Sellers' Retained Property and may interfere with Buyer's intended use of the Property.

16. REAL ESTATE SALES COMMISSION: The Seller agrees to pay all real estate sales commission due on this transaction, if any.

17. DISCLOSURE: Principal(s) of the Buyer and/or employee(s) of the Principal(s) hold or may hold a Real Estate Salesman's license.

18. NOTICES: All notices required or permitted to be given by this contract shall be deemed to be properly given if delivered in writing personally or sent by certified mail, postage pre-paid, return receipt requested to the Seller or to the Buyer, as the case may be, at the address as set forth below, or to such other address as may be furnished by either of the parties to the other in writing. The date of mailing shall be deemed to be the date of giving such notice.

BMB WARDEN/AS

US 12/28/2024

If to the Seller:

-DO Smith Trust by Richard Inman as ~~Power of Attorney~~
Address:

Trustee for DO Smith Trust

-Henry D. Smith Sr.
Address:

-Louis W. Smith III
Address:

-Robert L. Moore, Pamela M. Bishop, Davis O. Moore by Robbie L. Moore as Power of Attorney
Address:

TKC

-Franklin D. Windham Sr.
Address:

-Franklin D. Windham Jr
Address:

-Bridgette W. Branson
Address:

-Tracy W. Corn
Address:

-Donna W. Dorner
Address:



-Marion S. Lyle, Belinda C. Smith Luther, Virginia Blaine Smith Motley, Brenda Jo Smith
Kirkland, Judson Blaine Smith Jr by Ned F. Lyle as Power of Attorney
Address:

If to the Buyer: C&C Property Holdings, LLC
125 Old Chapin Road
Lexington, South Carolina 29072


In witness whereof, the parties signed their names on the dates in the year set forth below.

IN THE PRESENCE OF:


Witness:

Witness:


Patrick Palmer

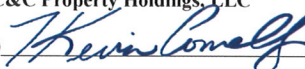
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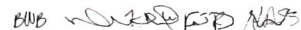

Patrick Palmer

Buyer's Date of Offer: 11/21/24, 2024

Buyer: C&C Property Holdings, LLC

Buyer(s)






Seller: ~~DO Smith Trust by Richard Inman as~~ Trustee for DO Smith Trust
~~Power of Attorney~~

Seller(s) Richard Inman

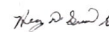


Seller's Date of Acceptance

December 10, 2025

Seller: Henry D. Smith Sr.

Seller(s)



Witness: Bob

Patrick Palmer

Seller: **Louis W. Smith III**

Seller(s) L.W. Smith

Witness: Bob

Patrick Palmer

Seller: **Robert L. Moore, Pamela M. Bishop,
Davis O. Moore by Robbie L. Moore as
Power of Attorney**

Seller(s) Robbie Moore

Witness: Bob

Patrick Palmer

Seller: **Franklin D. Windham Sr.**

Seller(s) F. D. Windham, Sr.

Witness: Bob

Patrick Palmer

Seller: **Franklin D. Windham Jr.**

Seller(s) F. D. W.

Witness: Bob

Patrick Palmer

Seller: **Bridgette W. Branson**

Seller(s) Bridgette W. Branson

Witness: Bob

Patrick Palmer

Seller: **Tracy W. Corn**

Seller(s) Tracy W. Corn

Witness: Bob

Patrick Palmer

Seller: **Donna W. Dörner**

Seller(s) Donna Dörner

Witness: Bob

Patrick Palmer

Seller: **Marion S. Lyle, Belinda C. Smith
Luther, Virginia Blaine Smith Motley,
Brenda Jo Smith Kirkland, Judson Blaine
Smith Jr by Ned F. Lyle as Power of
Attorney**

Seller(s) Ned F. Lyle

“Exhibit”

