

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") is made and entered into and effective as of the Acceptance Date (as defined below), by and between WESTGATE PARTNERS, ("Seller") and Commonwealth Real Estate Acquisitions, LLC, a Wisconsin limited liability company and/or its assigns ("Buyer").

RECITALS

A. Seller owns the property commonly known as +/- 9.87 acres, at approximately 1867 West Main Street, Rock Hill, SC 29732 (York County Parcel ID 5950101017) as depicted on Exhibit A attached hereto and incorporated herein (the "Property").

B. Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, pursuant to all of the covenants, provisions and other terms and conditions set forth in this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained in this Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

1. **AGREEMENT TO SELL AND PURCHASE.** Seller shall sell the Property to Buyer, and Buyer shall purchase the Property from Seller, pursuant to the covenants, provisions and other terms and conditions contained in this Agreement. The Property shall include: (i) that certain parcel of land described in Section A of the Recitals (the "Land"); (ii) any improvements and fixtures thereon, easements appurtenant thereto, and Seller's licenses and/or permits which exclusively pertain to the Land, if any, to the extent freely transferrable; (iii) all of Seller's other freely transferable real property rights, title and interest appurtenant and otherwise exclusively relating thereto, if any, (iv) all right, title and interest, if any, of Seller in and to any adjacent roads, rights-of-way, alleys, drainage facilities, easements, street, road or access way, opened or proposed, adjoining in front of or at a side of the Property, to the centerline of such street, road or access way; and (v) any personal property owned by Seller that is located on the Land and used exclusively in the operation of the Property.

2. **PURCHASE PRICE; EARNEST MONEY.**

(a) Subject to prorations and adjustments pursuant to this Agreement, the purchase price shall be Two Hundred and Ninety Five Thousand and 00/100 Dollars (\$295,000) (the "Purchase Price"). Buyer shall deposit earnest money in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00) (the "Initial Earnest Money") into the escrow described below within five (5) business days following the Acceptance Date (as defined below). The Initial Earnest Money shall be refundable until the expiration or earlier waiver of Buyer's Contingency (as defined in Section 4(c)) (as applicable, the "IEM Refundability Deadline"), at which time the Initial Earnest Money shall be non-refundable to Buyer and instead shall either be credited against the Purchase Price at Closing as set forth in the next sentence of this paragraph, or forfeited to Seller if this transaction does not close as and when contemplated in this Agreement, unless either (i) the transaction contemplated by this Agreement fails to close due to a default by Seller or (ii) the Property (or any portion thereof) is taken or rezoned as set forth in Section 12. In the event the transaction contemplated by this Agreement shall close, all Earnest Money (as defined below) shall be credited against the Purchase Price at Closing (as defined below). For the avoidance of doubt, Seller and Buyer hereby agree that notwithstanding anything elsewhere in this Agreement

to the contrary, upon the IEM Refundability Deadline, the Initial Earnest Money shall be nonrefundable to Buyer and either credited against the Purchase Price at Closing or forfeited to Seller if this transaction does not close as and when contemplated in this Agreement, whether or not this Agreement is terminated due to or pursuant to any contingencies, conditions precedent or other conditions, or any other termination rights or options contained in this Agreement – except only for the events described in (i) and (ii) in the preceding sentence pursuant to which the Initial Earnest Money shall remain refundable to Buyer.

(b) Unless Buyer terminates this Agreement prior to the IEM Refundability Deadline, Buyer shall deposit Additional Earnest Money (as defined below) as follows:

(i) Thirty Five Thousand and 00/100 Dollars (\$35,000) (“Additional Earnest Money”) and together with the Initial Earnest Money and all other Additional Earnest Money hereunder, the “Earnest Money” within five (5) business days following Buyer’s receipt of a LIHTC Reservation (as defined in Section 4 (e)), at which time the Additional Earnest Money shall be non-refundable to Buyer and instead shall either be credited against the Purchase Price at Closing, or forfeited to Seller if this transaction does not close as and when contemplated in this Agreement, unless either (i) the transaction contemplated by this Agreement fails to close due to a default by Seller or (ii) the Property (or any portion thereof) is taken or rezoned as set forth in Section 12. For the avoidance of doubt, Seller and Buyer hereby agree that notwithstanding anything elsewhere in this Agreement to the contrary, upon Buyer’s receipt of a LIHTC Reservation, the Additional Earnest Money shall be nonrefundable to Buyer and either credited against the Purchase Price at Closing or forfeited to Seller if this transaction does not close as and when contemplated in this Agreement, whether or not this Agreement is terminated due to or pursuant to any contingencies, conditions precedent or other conditions, or any other termination rights or options contained in this Agreement – except only for the events described in (i) and (ii) in the preceding sentence pursuant to which the Additional Money shall remain refundable to Buyer.

(c) All Earnest Money shall be deposited in escrow with First American Title Insurance Company located at 25 W. Main Street, Suite 400, Madison, Wisconsin 53703 (the “Title Company”) to be held in accordance with this Agreement. All interest earned on the Earnest Money shall be credited in favor of Buyer against the Purchase Price upon Closing.

3. **PROPERTY INFORMATION; CONTRACTS.** In addition to all other obligations of Seller under this Agreement, Seller shall provide Buyer, within five (5) days of the Acceptance Date, copies of any and all reports, contracts, leases, guaranties, warranties, documents, letters, memoranda and surveys relating to the Property, to the extent in Seller’s possession or reasonably attainable by Seller (the “Property Information”). Seller further agrees to deliver promptly to Buyer copies of any such additional Property Information that Seller obtains prior to Closing. Effective upon Closing, Seller shall terminate any and all property management, maintenance, lawn care, snow plowing and other contracts and agreements relating to the Property, if applicable (collectively “Maintenance Agreements”).

4. **INVESTIGATION; COOPERATION; AND CONDITION PRECEDENT.**

(a) Seller acknowledges that Buyer contemplates acquiring the Property for the Intended Uses (as defined below). From and after the Acceptance Date, Buyer and its agents shall have the right, but no obligation: (i) to enter upon the Property to conduct the tests, inspections, studies, assessments and investigations contemplated under this Agreement at any time and from time to time (collectively, “Tests”); and (ii) to make such Tests of the Property and gather

information with respect to the Property, the Intended Uses and/or this Agreement, all as Buyer may reasonably deem desirable, including, without limitation: [a] any environmental assessment, evaluation or study (including "Phase I" assessments and "Phase II" assessments, including laboratory testing of soil, water and other substances); [b] soil, boring, percolation and other similar tests; and [c] topographic, engineering, traffic, parking and other feasibility studies. Seller represents to Buyer that it is not currently utilizing the Property or leasing the Property and that Tests may be conducted at such times as Buyer deems reasonable and necessary. Buyer will provide Seller with advanced notice of all Tests. Buyer shall indemnify, defend and hold Seller, its owners, members, partners, managers employees, agents, contractors, lessees, licensees, invitees, successors and assigns harmless from any and all liabilities, claims, damages, liens, and expenses (including reasonable attorneys' fees, court costs, and costs of investigation) arising out of or in connection with the Tests or the entry on to the Property by Buyer or its agents, contractors, or other representatives, which indemnity obligation shall survive Closing or the earlier termination of this Agreement. In the event this Agreement is terminated under any right or option to do so provided elsewhere in this Agreement, Buyer shall promptly restore the Property to substantially similar condition as existed prior to the Tests, which restoration obligation shall survive termination of this Agreement.

(b) From and after the Acceptance Date, Seller agrees that Seller shall, at the request of Buyer and without cost to Seller, reasonably cooperate with Buyer in connection with any and all private and governmental approvals and other matters relating to Buyer's intended uses of the Property as affordable multi-family housing (the "Intended Uses"), including without limitation Buyer's application to South Carolina State Housing Finance and Development Authority (the "Agency" or "SC Housing"). Notwithstanding the preceding, Buyer shall not have the right to undertake or pursue any action which, if this Agreement was terminated, would continue to bind the Property (e.g., rezoning, platting or other land subdivision, etc.), without the prior written consent of Seller, which consent the Seller may grant, deny, or condition, in its reasonable discretion.

(c) If at any time on or before March 15th, 2025 (the "Contingency Date"), Buyer determines, for any reason or no reason, in Buyer's sole discretion, that the Property or the transaction described herein is unsuitable or unacceptable to Buyer, then Buyer shall have the right to terminate this Agreement by giving written notice of termination to Seller at any time on or before the Contingency Date in which event, at Buyer's election, all Earnest Money shall be immediately returned to Buyer ("Buyer's Contingency"). Any failure by Buyer to give such notice shall constitute an election by Buyer to not so terminate. Following any termination of this Agreement pursuant to this Section 4(c), the parties shall be relieved of any further obligations or liabilities under this Agreement, except those obligations that expressly survive termination hereof.

(d) SELLER AND BUYER AGREE THAT BUYER IS TAKING THE PROPERTY "AS IS", "WHERE IS" AND "WITH ALL FAULTS" AND WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE (INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO HABITABILITY, MARKETABILITY, USE OR FITNESS FOR A PARTICULAR PURPOSE) MADE BY SELLER, ITS OWNERS, MANAGERS AND/OR AFFILIATES, WITH RESPECT TO THE PROPERTY, EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH IN SECTION 6 OF THIS AGREEMENT. ALL OTHER REPRESENTATIONS AND WARRANTIES, BOTH EXPRESS AND IMPLIED, ARE HEREBY EXPRESSLY DISCLAIMED AND DENIED. BUYER ACKNOWLEDGES THAT IT HAS BEEN OR WILL BE GIVEN ADEQUATE TIME TO CONDUCT WHATEVER

EXAMINATION, EVALUATIONS, INSPECTIONS, REVIEWS, STUDIES OR TESTS OF THE PROPERTY AND ITS CONDITION AS BUYER MAY REASONABLY DESIRE OR DETERMINE WARRANTED, AND THAT BUYER IS NOT RELYING ON ANY REPRESENTATION, WARRANTY, STATEMENT OR OTHER ASSERTION BY SELLER WITH RESPECT TO THE PROPERTY OR ITS CONDITION, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH IN SECTION 6 OF THIS AGREEMENT.

(e) In addition to any and all other conditions and contingencies in this Agreement, Buyer's obligations to close on the purchase of the Property under this Agreement are hereby conditioned upon Buyer's receipt of a low-income housing tax credit ("LIHTC") reservation from the Agency for the Intended Uses ("Reservation"). Buyer agrees to use its best efforts to apply to the Agency for a Reservation on or before May 23rd, 2025, and to obtain from the Agency a determination concerning that application between October 1st, 2025, through October 31st, 2025.

(f) Notwithstanding any other provision in this Agreement, in the event that Buyer is unable to obtain a commitment for an equity investment from a tax credit investor on terms that are satisfactory to Buyer in Buyer's sole discretion, and in an amount sufficient for the Intended Uses, within ninety (90) days after receiving a Reservation then, Buyer, at its sole discretion, may elect to (i) purchase the Property upon the terms and conditions provided in this Agreement, (ii) extend the Closing Date as provided herein, or (iii) terminate this Agreement.

5. TITLE INSURANCE; SURVEY. For purposes of this Section, the term "Property" shall include any and all personal property to be transferred pursuant to this transaction. Within fifteen (15) days of the Acceptance Date, Buyer shall obtain a written commitment of the Title Company to issue to Buyer a current ALTA Form owner's policy of title insurance with respect to the Property in the amount of the Purchase Price (the "Title Commitment"). Seller shall provide Buyer with a copy of its existing survey, if any. If Seller's existing survey is not acceptable to the Title Company or Buyer, Buyer or any third party may obtain a survey meeting ALTA/ACSM Land Title Surveys standards (the "Survey"). Seller's warranty of title set forth in the deed and Seller's other representations and warranties, if any, with respect to the Property shall be subject to all exceptions set forth elsewhere in this Agreement; and all Permitted Exceptions (as defined below); provided, however, that for purposes of the Warranty Deed no preprinted or standard exceptions shall be considered Permitted Exceptions and in no case will a monetary lien be considered a Permitted Exception it being agreed that all monetary liens will be paid out of Closing. If the Title Commitment or Survey discloses any matters unacceptable to Buyer, in Buyer's sole discretion, (the "Title Defects"), Buyer shall notify Seller of such Title Defects on or before the Contingency Date. If within thirty (30) days after receiving notice from Buyer (regardless of whether such fifteen (15) day period ends after the Contingency Date), Seller fails to correct the Title Defects to Buyer's satisfaction, Buyer may: (a) terminate this Agreement upon written notice to Seller in which case, anything in this Agreement to the contrary notwithstanding, the Earnest Money (including any Additional Earnest Money) shall be immediately returned to Buyer, and thereupon this Agreement shall be terminated without further action of the parties and without any further liability to either Seller or Buyer, or (b) waive Buyer's objection to such Title Defects and take title subject to the same, with the right to have any definite, monetary liens paid from the Seller's proceeds. Any title exceptions contained on the Title Commitment and not objected to by Buyer, or a title exception that shall be objected to initially, but such objection thereto is later waived by Buyer, shall be deemed a "Permitted Exception" hereunder.

DS
00

6. REPRESENTATIONS AND WARRANTIES OF SELLER.

(a) The accuracy of all Seller representations and warranties contained in this Agreement shall be a condition to Buyer's obligations to close on the Property under this Agreement. If any of the representations or warranties contained in this Agreement is untrue and is not cured (at no cost to Buyer) prior to the scheduled Closing, then Buyer may elect to purchase the Property as it then is or, terminate this Agreement and, anything in this Agreement to the contrary notwithstanding, receive a refund of all Earnest Money (including any Additional Earnest Money), paid hereunder and all accrued interest thereon. Buyer's rights set forth in the immediately preceding sentence shall be in addition to, not in lieu of, any other rights and remedies available to Buyer for default by Seller and shall include, without limitation, the right to recover from Seller any and all damages, direct and indirect, which Buyer may suffer as a result of the failure of the representations or warranties to conform to the requirements of this Agreement.

(b) Seller hereby represents and warrants to Buyer that, except as to (1) matters disclosed in the Property Information delivered or made available by Seller to Buyer, and/or (2) matters caused by Buyer, or undertaken by Seller at Buyer's request, all of the following are true, correct and complete on and as of the date hereof, shall continue to be true, correct and complete as of the Closing Date and shall survive the Closing and delivery of the Warranty Deed (as defined below) for the period of time stated below:

(i) Seller has not received written notice of any pending or threatened proceeding by any governmental authority which could or might limit or result in the termination of full and free access to and from a dedicated public street or any proposed zoning for multifamily housing.

(ii) Seller has not received written notice of any judicial, quasi-judicial, administrative or other proceeding which might adversely affect the validity of the present zoning of the Property.

(iii) Seller has not, and to Seller's knowledge no other person or entity has, used, stored, manufactured, generated, released or disposed of any Hazardous Substance (hereinafter defined) on, in or about any of the Property in violation of applicable Environmental Laws (hereinafter defined). To Seller's knowledge, no Hazardous Substance is located (or alleged by anyone to be located) on, under or about any of the Property in violation of applicable Environmental Laws. The term "Hazardous Substance" means any of the following: "toxic substances," "toxic materials," "hazardous waste," "hazardous substances," "pollutants," or "contaminants" [as those terms are defined in the Resource, Conservation and Recovery Act of 1976, as amended (42 U.S.C. § 6901 *et. Seq.*), the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 *et. Seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §1801 *et. Seq.*), the Toxic Substances Control Act of 1976, as amended (15 U.S.C. §2601 *et. Seq.*), the Clean Air Act, as amended (42 U.S.C. §1251 *et. Seq.*) and any other federal, state or local law, statute, ordinance, rule, regulation, code, order, approval, policy and authorization relating to health, safety or the environment (said laws being hereafter referred to collectively as "Environmental Laws"); asbestos or asbestos-containing materials; lead or lead-containing materials; oils; petroleum-derived compounds; pesticides; or polychlorinated biphenyls. Seller has not received from any governmental body having authority any written complaint, order, citation or notice with regard to air emissions, water discharges, noise emissions or Hazardous Substances, or any other environmental, health or safety matters affecting the Property or any part thereof. To Seller's knowledge, there is no Underground Storage Tank ("UST") located on, in or about the Property and at no time has there been a release from any UST which has resulted in any regulated substance coming in contact with any of the Property. For the purpose of this Section 7(c), the term "Underground Storage Tank" shall have the meaning

specified in the Superfund amendments and Reauthorization Act, and the term "regulated substances" shall have the meaning specified in The Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901-91 (1985), as amended from time to time.

(iv) The person(s) signing this Agreement on behalf of Seller has the full right, power and authority to enter into this Agreement as Seller, and to carry out Seller's obligations, including the conveyance of the Property to Buyer as provided in this Agreement, without the joinder of any other person.

(v) Seller has and will convey to Buyer at Closing by Warranty Deed good, indefeasible fee simple title to the Property, free and clear of all conditions, exceptions or reservations to title, except the Permitted Exceptions as authorized in this Agreement.

(vi) To Seller's knowledge, there are no parties claiming adverse possession of the Property. Except as to holders of easements or rights of way, Seller is the only party in possession of the Property, and there are no outstanding written or oral leases or agreements relating to the use or possession of the Property that are not reflected in the Title Commitment.

(vii) Seller has no knowledge of the existence of any special assessments of any kind presently pending against the Property and Seller has not received written notice of any special assessments being contemplated.

(viii) Seller has not received written notice and does not have knowledge of any pending or threatened condemnation proceedings affecting the Property and no litigation or threatened litigation affecting Seller or the Property which could constitute a lien, claim or encumbrance against the Property or which could prevent Seller from performing its obligations under this Agreement.

(ix) Seller has not received written notice and does not have knowledge of: any violations or alleged violations of any applicable laws and ordinances affecting the Property, nor that the present maintenance, operation, and use of the Property violates nor allegedly violates any environmental, zoning, subdivision, building or similar law, ordinance, code, order or regulation presently in existence, or any governmental permit(s) issued for the Property.

(x) Seller is conveying the Property with all utilities available to the boundary of the land.

(xi) The Land is comprised of one parcel which is assessed for real estate taxes under the account numbers referenced in Recital A of this Agreement, but otherwise not as part of a larger tract, parts of which are not within the parcels comprising the Land.

(xii) Seller has not received from any insurance company which carries insurance on any of the Property, or any Board of Fire Underwriters, any notice of any defect or inadequacy in connection with the Property, or its operation and Seller has no knowledge of any such defect or inadequacy which might increase the premium or cause the cancellation of any insurance policy.

(xiii) Seller is not a party to any agreement or commitment to sell, convey, assign, transfer, lease, encumber provide rights of first refusal, options to purchase or lease or other similar rights with respect to, or otherwise dispose of, any part of the Property or any

interest therein other than this Agreement. Neither Seller nor any person or entity claiming by, through or under Seller has done or suffered anything whereby any lien, encumbrance, claim or right of another has been created against the Property or any portion thereof or any interest therein other than this Agreement, Monetary Liens (e.g., a mortgage), the Permitted Exceptions and possible construction or materialmen's lien claims which liens will be removed at or before the Closing. Excluded from this paragraph are any matters shown in the Title Commitment.

(xiv) To Seller's knowledge, all documentation and information provided to Buyer by or on behalf of Seller pursuant to this Agreement is true, correct and complete in all material respects.

(xv) All Maintenance Agreements will have been terminated on or before Closing.

By executing and delivering the Warranty Deed Seller shall be deemed to have made the foregoing representations and warranties as of the date of Closing.

(c) The representations and warranties set forth above shall survive closing for a period of eighteen (18) months. During such time, Seller shall indemnify and hold Buyer harmless from any claims, losses, damages, costs, expenses or similar items incurred by Buyer as a result of a breach of the representations and warranties set forth above, including without limitation, attorney's fees and court costs.

7. CONDITIONS PRECEDENT TO CLOSING. Seller and Buyer understand that each of the following conditions must be satisfied by Buyer prior to Closing:

(a) Buyer shall have received firm commitments for all necessary financing and commitments for purchasing affordable housing tax credits and federal and state historic tax credits, if applicable. Financing includes all necessary loan commitments, investor commitments and other financial commitments necessary to finance the purchase of the Property, construction necessary to put the Property to its Intended Uses, and otherwise ensure that the project is economically feasible.

(b) All necessary governmental approvals and permits necessary for Buyer to construct the intended project and to put the Property to its Intended Uses shall be issued.

Each condition precedent identified in this Section is for Buyer's benefit, and Buyer may waive the condition by delivery of written notice. In the event any of these conditions precedent is not satisfied on or before the Closing Date (as may be extended) or expressly waived by Buyer, Buyer may elect to (i) purchase the Property as it then is, (ii) extend the Closing Date as provided herein, or (iii) terminate this Agreement with the Earnest Money to be disbursed as set forth in this Agreement.

8. CLOSING.

(a) Provided that all conditions of closing hereunder, including, without limitation, the conditions precedent, have been satisfied or waived, the closing of the transaction described herein (the "Closing") shall occur at the offices of a licensed South Carolina attorney retained by Buyer on the Closing Date. Subject to the extensions provided in this Agreement, the "Closing Date" shall be January 1st, 2026, or such earlier or later date as may be agreed to in writing by Seller and Buyer.

(b) The following shall occur on or before the Closing Date:

(i) Seller shall deliver all of the following to the closing attorney in favor of Buyer, all of which shall be fully-executed by Seller, as appropriate:

[a] A warranty deed in recordable form sufficient to convey and warrant to Buyer fee simple absolute title to the Property subject only to the Permitted Exceptions (the "Warranty Deed");

[b] Any required real estate transfer declarations and stamps, and Seller shall pay the amount of any state, county and local transfer taxes imposed;

[c] The closing statement;

[d] a sworn affidavit stating Seller's Federal Employer Identification Number or Social Security Number and that Seller is not a foreign person for purposes of the Foreign Investors Real Property Tax Act of 1980, as amended, and as decided in Section 1445 of the United States Internal Revenue Code of 1986, as amended, and the regulations applicable thereto (the "FIRPTA Affidavit"); and if Seller fails to furnish a FIRPTA Affidavit, Buyer may withhold from the Purchase Price an amount sufficient to comply with the provisions of Section 1445 of the United States Internal Revenue Code of 1986, as amended, and the regulations applicable thereto;

[e] If any Personal Property is located on the Land on the Closing Date, a general warranty bill of sale for any such Personal Property included as part of the Property; and

[f] Such other documents as may be necessary or proper to comply with this Agreement or reasonably required (by the Title Company or otherwise) to carry out its terms.

(ii) Buyer shall deliver all of the following to the closing attorney in favor of Seller, all of which shall be fully-executed by Buyer, as appropriate:

[a] The balance of the Purchase Price, plus or minus prorations, credits and other adjustments, by wire transfer or otherwise in immediately available funds;

[b] The closing statement;

[c] The affidavit required to be attached to the Warranty Deed; and

[d] Such other documents as may be necessary or proper to comply with this Agreement or required to carry out its terms.

(iii) Buyer shall cause the Title Company to issue to Buyer at Closing a current ALTA Form owner's policy of title insurance (or a "marked-up" Title Commitment or pro forma policy binding the Title Company to issue the Title Policy in due course), with extended coverage, pursuant to the Title Commitment and in accordance with this Agreement and containing



all amendments and endorsements required by this Agreement or otherwise reasonably required by Buyer, which endorsements shall be at Buyer's cost, unless otherwise agreed ("the "Title Policy").

(iv) Full occupancy and possession of the Property shall be delivered to Buyer, subject to the Permitted Exceptions.

9. EXTENSIONS. Notwithstanding any other provision of this Agreement Seller hereby grants Buyer the following extensions to the Closing Date. Provided that Buyer is not in default under this Agreement at the time of each applicable extension hereafter described, Buyer may extend the Closing Date up to three (3) times for a period of thirty (30) days each by, prior to the expiration of the then current Closing Date, both providing written notice to Seller and depositing additional earnest money in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00) (each as "Additional Earnest Money") with the Title Company for each such additional thirty (30) day extension. Except in the event of Buyer's default in which event such Additional Earnest Money shall be forfeited to Seller, such Additional Earnest Money deposited pursuant to this section is refundable and shall be credited against the Purchase Price.

10. PRORATIONS; REAL ESTATE TAXES AND ASSESSMENTS; CLOSING COSTS.

(a) At Closing, general real estate taxes shall be prorated on an accrual basis as of the Closing Date on the basis of one hundred percent (100%) of the then most recent ascertainable tax bill whether for the year of Closing or preceding year.

(b) Seller is responsible for the payment of rollback taxes. The closing attorney shall escrow from Seller's proceeds at Closing Twenty-Six Thousand Three Hundred & 00 /100 Dollars (\$26,300.00) for the purpose of paying any rollback taxes which may become due. As to rollback taxes, the parties agree as follows:

(i) Neither party shall request an invoice for rollback taxes from the York County Assessor's office;

(ii) Buyer shall, no later than one business day after closing, deliver to the York County Tax Assessor's office an Application for Special Assessment as Agricultural Real Property for the Property;

(iii) If a rollback tax bill is issued, a copy shall be furnished to each of the parties for their review and approval. Upon receipt of Buyer and Seller's approval, Escrow Agent shall pay the rollback tax bill, which shall be prorated to the Closing Date for the sale of the property. To the extent that the Seller's share of the bill is less than Twenty-six Thousand Three Hundred and 00/100 Dollars (\$26,300.00), Escrow Agent shall remit the difference to Seller. If the Seller's share of the rollback tax bill is more than Twenty-six Thousand Three Hundred and 00/100 Dollars (\$26,300.00), Seller shall pay the difference within ten (10) days to the Rock Hill Tax Collector's office; and

(iv) Buyer and Seller agree that should there be any dispute between the parties regarding the payment of the rollback tax bill, the closing attorney shall not be held responsible for the nonpayment of the tax bill and Escrow Agent will continue to hold the Twenty-six Thousand Three Hundred and 00/100 Dollars (\$26,300.00), until instructions from both Buyer and Seller are agreed upon.

(c) Special assessments, if any, for work actually commenced or levied against the Property prior to the Closing Date shall be paid by Seller no later than the Closing Date. All other special assessments shall be paid by Buyer.

(d) At Closing, Seller shall pay (i) the costs of releasing all Monetary Liens and any other encumbrances that are to be released and of recording such releases, (ii) the cost of any required real estate transfer declarations and stamps, or any state, county and local transfer taxes imposed and recording fees for the Warranty Deed, (iii) all other costs to be paid by Seller under this Agreement. At Closing, Buyer shall pay (i) the fees and costs due Title Company for its closing and/or escrow services, (ii) the cost of all endorsements to the Title Policy, other than a gap endorsement, (iv) the cost of the Survey, and (v) the cost of any lender's policy of title insurance or endorsements thereto. Except as otherwise provided for in this Agreement, Seller and Buyer will each be solely responsible for and bear all of their own respective expenses, including, without limitation, expenses of legal counsel, accountants, and other advisors incurred at any time in connection with pursuing or consummating the transaction contemplated herein. Any other closing costs not specifically designated as the responsibility of either party in this Agreement shall be paid by Seller and Buyer according to the usual and customary allocation of the same for the county in which the Property is located. Except as provided in this Section, Seller and Buyer shall each bear their own costs in regard to this Agreement.

11. DEFAULT.

(a) If Seller defaults under this Agreement, Buyer shall have any and all remedies available to it under this Agreement and otherwise at law or in equity including, without limitation: (i) the right of specific performance; and (ii) the right to terminate this Agreement at

The Docusign logo, consisting of a stylized 'D' with a checkmark inside, and the letters 'DS' above it.

any time after such default by delivering written notice of termination to Seller and/or sue for damages. In the event of any such termination, all Earnest Money and any and all interest accrued thereon shall be immediately returned to Buyer. All of Buyer's remedies shall be cumulative and not exclusive.

(b) If Buyer defaults under this Agreement, Seller agrees that Seller's sole remedy at law or in equity shall be to terminate this Agreement and retain the Earnest Money and any and all accrued interest thereon. Such Earnest Money and any and all accrued interest thereon shall constitute liquidated damages due and payable to Seller, the amount thereof being the parties' good faith and reasonable estimate of the damages which Seller would suffer in the event of the termination of this Agreement by reason of Buyer's fault. Seller shall have no right to any other remedies at law or in equity, including the right to specific performance. Seller acknowledges Buyer will spend substantial sums of money in reliance on the enforceability of this Agreement and Seller waives the right to assert the defense of lack of mutuality in any action for specific performance instituted by Buyer.

12. CASUALTY, EMINENT DOMAIN, OR REZONING.

(a) Seller shall bear all risk through Closing other than that caused solely by Buyer, its agents, contractors, or representatives ("Buyer Caused Losses"). In the event, after the Acceptance Date, fire or other casualty damages or destroys any portion of the Property (other than Buyer Caused Losses), an eminent domain action is commenced or threatened against any portion of the Property, or there is a threatened, commenced or finalized rezoning of the Property (other than if conducted by Buyer or at its request), Buyer may elect to (i) terminate this Agreement (in which event Buyer and Seller shall be released from any further obligation or liability hereunder, and this Agreement shall be null and void and the Earnest Money and any and all accrued interest thereon shall be immediately returned to Buyer); or (ii) consummate this transaction and require Seller to deliver to Buyer a duly executed assignment of Seller's right, title and interest in and to any insurance proceeds (plus a credit toward the Purchase Price equal to the amount of Seller's deductible on such insurance policy) and any awards or compensation paid by the governmental authority in connection with an eminent domain action or rezoning of the Property.

(b) Buyer shall have thirty (30) days from the date of its receipt of written notice of such casualty or institution of proceedings within which to exercise its rights under this Section. If the Closing Date is scheduled to occur within such thirty (30) day period, the Closing shall be delayed until Buyer makes such election, and if Buyer elects to consummate the transaction, the Closing Date shall be adjusted accordingly and Buyer and Seller shall work together in good faith to settle the loss with the governmental entity and to participate in the eminent domain proceeding, and at Closing Buyer shall receive all awards, or rights thereto, as the case may be. Seller agrees to execute and deliver all necessary proofs of loss and assignments of claims and other documents as reasonably requested by Buyer.

13. COVENANTS OF SELLER. Between the date of this Agreement and the Closing Date, Seller shall:

(a) Other than those which will be terminated on or prior to Closing, not, without first obtaining the written consent of Buyer, enter into any leases, contracts or other agreements, nor grant or permit any rights to any other party or otherwise encumber, the Property or any portion thereof;

DS
DD

(b) comply with all private and governmental laws, Environmental Laws, rules, ordinances, regulations, covenants, conditions, restrictions, easements, liens and agreements affecting the Property or any portion thereof including, without limitation, the use thereof;

(c) shall maintain the Property in the same condition as on the date of this Agreement, ordinary wear and tear excepted;

(d) provide reasonable access to the Property for Buyer's due diligence and Tests;

(e) subject to section 4(b), cooperate with Buyer's efforts to: rezone the Property (if necessary) and obtain approval of a site development plan for the Buyer's Intended Uses of the Property;

(f) use reasonable effort to secure the vacant improvements (if any) on the Property from unauthorized occupancy and vandalism;

(g) except as it necessary to cooperate with Buyer obtaining necessary approvals from the Agency and any local governments with respect to zoning and site development approvals, or in connection with Seller's performance of this Agreement (e.g., disclosure to Seller's lawyers, tax advisors, engineers, etc.), keep confidential the terms of this Agreement and Buyer's Intended Uses; and

(h) comply with all requirements of the Title Company in connection with its insurance of fee simple title to the Property in Buyer as required under this Agreement herein.

14. NOTICES.

(a) All notices, demands and communications required or which either party desires to give or make hereunder shall be effective (at the time set forth in this Section) if in writing signed by or on behalf of the party giving or making the same, and if served/delivered to the addresses, fax numbers and/or electronic mail addresses set forth below:

To Seller: WESTGATE PARTNERS
1630 Aztec Lane
Mt Pleasant, SC 29466

To Sellers Broker: Tuttle Company
Attn: Will Jordan
300 Technology Center Way, Ste. 410
Rock Hill, SC 410
will@tuttleco.com
803-992-6097

To Buyer: Commonwealth Real Estate Acquisitions, LLC
Attn: Danny DiFrancesco
7447 University Ave, Middleton, WI 53562
Telephone: 608-216-4535
Email: d.di francesco@commonwealthco.net

With a copy to: Commonwealth Real Estate Acquisitions, LLC

Attn: Dan Kroetz
7447 University Ave, Middleton, WI 53562
Telephone: 608.438.8415
Email: d.kroetz@commonwealthco.net

(b) Notice may be sent via confirmed delivery service (UPS, FedEx, US Certified Mail Return Receipt, etc.), facsimile or electronic mail (e-mail). Notices sent by confirmed delivery service shall be effective upon the date of the delivery confirmation. Notices sent by facsimile transmission shall be deemed to have been given at the time of transmission; provided, the sending party has a facsimile confirmation report. Notices by e-mail shall be deemed to have been given at the time of transmission; provided, the sending party has a send confirmation report. Any party hereto may change its address, fax number or e-mail address for the service as aforesaid by giving written notice to the other of such change of address in accordance with the provision of this Section.

15. MISCELLANEOUS.

(a) This written Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements which can or will modify this Agreement and no waiver of any of its terms will be effective unless in writing executed by the parties. Further no written waivers shall be a continuing waiver.

(b) If any provision in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if it had never contained the invalid, illegal, or unenforceable provision.

(c) With respect to real estate brokers and agents, Seller represents and warrants to Buyer that except for Listing Broker, Seller has not engaged or dealt with any broker or other person who would be entitled to any brokerage fee or commission with respect to the finding, negotiation or execution of this Agreement or the consummation of the transactions contemplated hereby. Seller shall be solely responsible to pay any and all commissions and fees due to Listing Broker. Buyer represents and warrants to Seller that Buyer has not engaged or dealt with any broker or other person who would be entitled to any brokerage fee or commission with respect to the finding, negotiation or execution of this Agreement or the consummation of the transactions contemplated hereby. Each party shall indemnify and hold the other harmless from and against any and all liability or damages, including costs and attorney's fees, resulting from any claim brought by any other real estate broker or agent for any real estate commission or finder's fee due, or alleged to be due, as the result of the actions said party.

(d) This Agreement shall be construed and enforceable in accordance with the laws of the State of South Carolina.

(e) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. Buyer may, upon prior written notice to Seller, assign its rights and obligations under this Agreement to an affiliate of Buyer without Seller's consent. The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.

(f) It is the intent of Buyer and Seller that this Agreement shall be binding on both parties and not illusory. Buyer and Seller acknowledge that Buyer will expend significant time, effort and expense in attempting to satisfy the Buyer's Contingencies and the conditions precedent and that such time, effort and expense is full and adequate consideration for the Agreement and Buyer's right to terminate hereunder.

(g) In the event of a default under this Agreement, the non-defaulting party hereto shall be entitled to recover reasonable costs and attorneys' fees incurred by the non-defaulting party as a result of such default.

(h) This Agreement and any and all documents and signatures relating thereto may be transmitted by facsimile or electronic mail. All of such documents and signatures transmitted by facsimile or electronic mail shall be deemed to be originals. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same agreement.

(i) Buyer shall notify Seller in writing at least ten (10) days before the Closing Date of any Personal Property located on the Land which Buyer wishes to be removed prior to Closing; in the event Buyer does not notify Seller of the same, it shall be conclusively deemed that no Personal Property exists on the Land and that the provisions set forth below are inapplicable. Alternatively, if Buyer does so notify Seller of certain Personal Property to be removed, Seller shall remove all such Personal Property from the Property not later than five (5) days before the Closing Date. In the event that all such Personal Property is not removed to the reasonable satisfaction of Buyer prior to Closing, at Closing sale proceeds in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) shall be paid into escrow with the Title Company to establish an escrow fund (the "Personal Property Removal Escrow") which shall be disbursed to Buyer and Seller as provided in this Agreement. Buyer shall be entitled to disbursements from the Personal Property Removal Escrow from time to time, upon written request, for costs and expenses incurred in removing the Personal Property. Once all Personal Property has been removed by Buyer, the Title Company shall disburse any remaining balance in the Personal Property Escrow to Seller. "Personal Property" means anything owned by Seller that is not presently affixed to the land or immovable.

(j) Time is of the essence as to all terms and conditions of this Agreement.

(k) This Agreement shall be binding upon Buyer and Seller only if each party delivers a signed copy hereof to the other party on or before November 29th, 2024. The "Acceptance Date" shall mean the latest date upon which all parties to this Agreement execute the Agreement and deliver such executed Agreement to all other parties hereto.

(l) Buyer shall have the exclusive right to Purchase the Property and Seller shall not negotiate with any third parties for the sale of the Property, secondary offers or back up contracts until such time as this Agreement has been terminated and all Earnest Money has been released from the Title Company.

(m) 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. For the avoidance of doubt, the foregoing provisions do not impact Buyer's obligations to deposit Earnest Money or the dates in this Agreement upon which the Earnest Money becomes non-refundable to Buyer.

(n) Because Federal funds may be used in the purchase, however, Buyer is required to disclose to you the following information:

(i) This sale is voluntary. If you do not wish to sell, Buyer will not acquire your Property. Buyer does not have the authority to acquire your property by eminent domain.

(ii) Buyer estimates the fair market value of the Property to be the Purchase Price.

(iii) Since the purchase would be a voluntary, arm's length transaction, Seller would not be eligible for relocation payments or other relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), or any other law or regulation.

(o) Provided that all applicable sign permits are obtained by Buyer and Buyer otherwise complies with applicable laws, Buyer shall be entitled to display signs and advertising materials on the Property beginning one hundred and twenty (120) days prior to Closing.

(Signature page follows).



IN WITNESS WHEREOF, the parties have signed this Real Estate Purchase Agreement
as of the day and year written below.

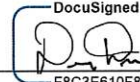
SELLER:

WESTGATE PARTNERS

11/21/2024

Dated this ____ day of _____, 2024.

By: _____
Name: _____
Its: _____

DocuSigned by:

F8C3E610F86746B...

BUYER:

COMMONWEALTH REAL ESTATE
ACQUISITIONS, LLC

Dated this 20th day of November, 2024.

By: _____
Kristi Morgan, Manager



DS


Exhibit A

Description of Property

+/- 9.87 acres, at 1867 West Main Street, Rock Hill, SC 29732 (York County Parcel ID 5950101017)



FIRST AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

This First Amendment to the Real Estate Purchase Agreement ("First Amendment") is made and effective as of January 24th, 2025 by and between WESTGATE PARTNERS, ("Seller") and Commonwealth Real Estate Acquisitions, LLC, a Wisconsin limited liability company and/or its assigns ("Buyer"). Buyer and Seller may be referred to herein individually as a "Party" or collectively as "the Parties."

RECITALS

A. Buyer and Seller entered into that certain Real Estate Purchase Agreement dated November 21st, 2024, with respect to certain vacant real property commonly known as parcels 1867 West Main Street, Rock Hill, SC, 29732 (York County Parcel ID: 5950101017) and is further described on Exhibit A of the Agreement (the "Property").

B. The Parties wish to amend the Agreement as provided herein.

NOW THEREFORE, for and in consideration of the promises and mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

1. Section 4(c) the "Contingency Date" shall be revised to March 31st, 2025.

IN WITNESS WHEREOF, the Parties hereto have each executed this First Amendment as of the date set forth below.

SELLER: WESTGATE PARTNERS

Dated this 1/24/2025 day of January, 2025.

DocuSigned by:



F8C3E010F86740B...

BUYER:

COMMONWEALTH REAL ESTATE
ACQUISITIONS, LLC AND/OR ITS
ASSIGNS

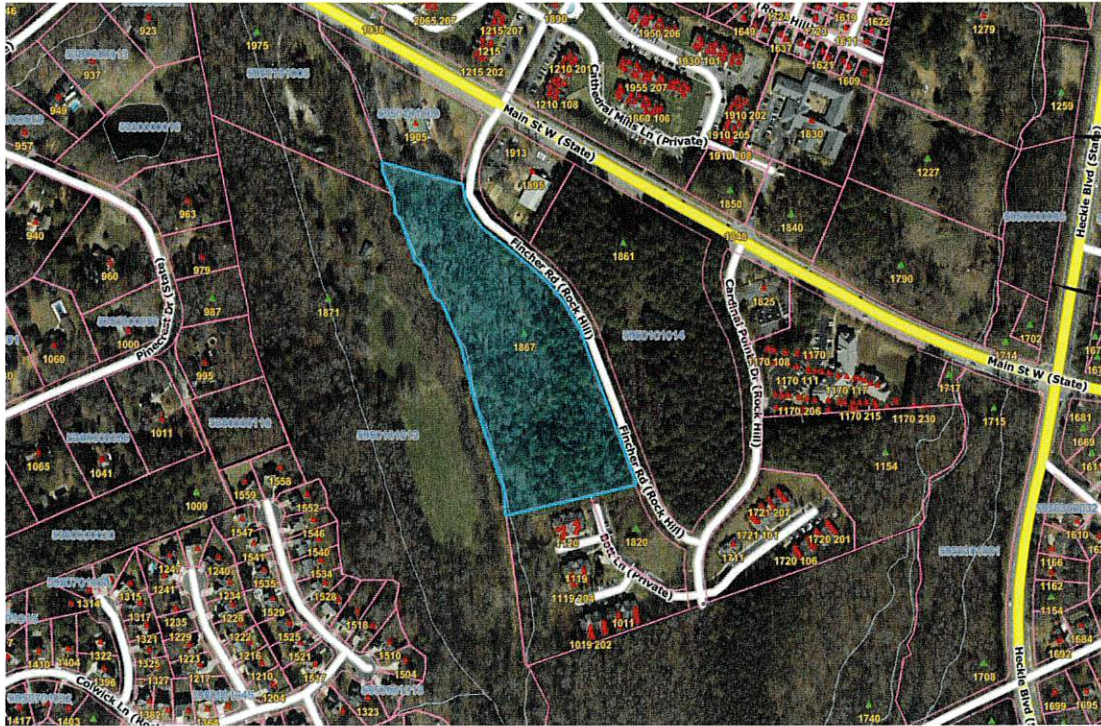
Dated this 24th of January, 2025.



Exhibit A

Description of Property

+/- 9.87 acres, at 1867 West Main Street, Rock Hill, SC 29732 (York County Parcel ID 5950101017)



SECOND AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

This Second Amendment to the Real Estate Purchase Agreement ("Second Amendment") is made and effective as of March 19th, 2025 by and between WESTGATE PARTNERS, ("Seller") and Commonwealth Real Estate Acquisitions, LLC, a Wisconsin limited liability company and/or its assigns ("Buyer"). Buyer and Seller may be referred to herein individually as a "Party" or collectively as "the Parties."

RECITALS

A. Buyer and Seller entered into that certain Real Estate Purchase Agreement dated November 21st, 2024, and a First Amendment to the Real Estate Purchase Agreement dated January 24th, 2025 (collectively the "Agreement") with respect to certain vacant real property commonly known as parcels 1867 West Main Street, Rock Hill, SC, 29732 (York County Parcel ID: 5950101017) and is further described on Exhibit A of the Agreement (the "Property").

B. The Parties wish to amend the Agreement as provided herein.

NOW THEREFORE, for and in consideration of the promises and mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

1. Section 4(c) the "Contingency Date" shall be revised to April 30th, 2025.

IN WITNESS WHEREOF, the Parties hereto have each executed this Third Amendment as of the date set forth below.

SELLER: WESTGATE PARTNERS

Dated this 3/25/2025 day of March, 2025.

DocuSigned by:



F6C3E610F88748B...

BUYER:

COMMONWEALTH REAL ESTATE
ACQUISITIONS, LLC AND/OR ITS
ASSIGNS

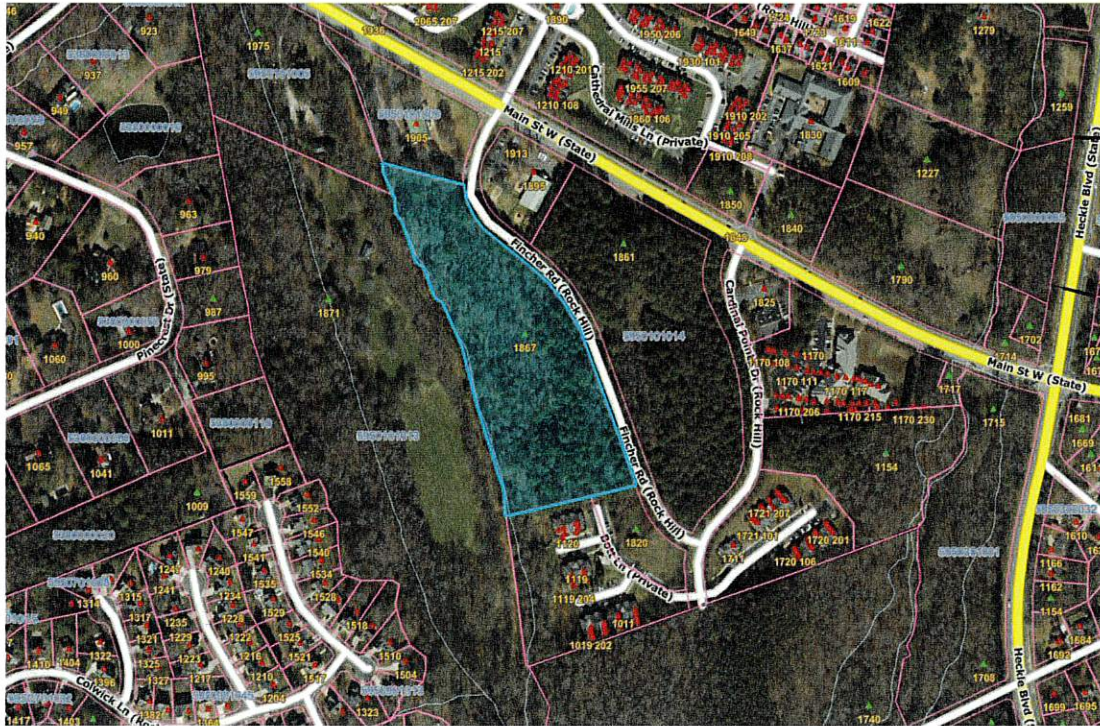
Dated this 19th of March, 2025.



Exhibit A

Description of Property

+/- 9.87 acres, at 1867 West Main Street, Rock Hill, SC 29732 (York County Parcel ID 5950101017)



ASSIGNMENT OF AGREEMENT

THIS ASSIGNMENT OF AGREEMENT ("Assignment") dated April 23, 2025 by and between WESTGATE PARTNERS (the "Assignor"), and DREW & DREW PROPERTIES, LLC (the "Assignee").

WITNESSETH

WHEREAS, Assignor entered into a Real Estate Purchase Agreement last dated November 21, 2024 ("Agreement"), with Commonwealth Real Estate Acquisitions, LLC ("Buyer") for the sale of the real property identified as +/- 9.87 ACRES, AT 1867 West Main Street, Rock Hill, SC, 29732 (York County Parcel ID 5950101017)("Property"); and

WHEREAS, Dennis E. Drew and Dennis E. Drew, as Trustee of The Amended and Restated Dennis E. Drew Revocable Trust dated 24 January 2014 are the only partners of Assignor;

WHEREAS, Dennis E. Drew, as Trustee of The Amended and Restated Dennis E. Drew Revocable Trust dated 24 January 2014 is the sole member of Assignee;

WHEREAS, Assignor proposes to transfer the Property to Assignee after receiving Buyer's consent to this Assignment, and to assign to the Assignee all of the rights of the Assignor in the Agreement by and between Assignor and Buyer, and the Assignee proposes to accept the assignment of such rights and assume the corresponding obligations from the Assignor according to the terms of said Agreement; and

WHEREAS, Buyer consents to this Assignment.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, the parties hereto agree as follows:

1. ASSIGNMENT. The Assignor hereby assigns to the Assignee all of the rights of the Assignor under the Agreement by and between Assignor and Buyer, and the Assignee hereby accepts such assignment from the Assignor and assumes all of the obligations of the Assignor under the said Agreement.


2. GOVERNING LAW. This Assignment shall be governed by and construed in accordance with the laws of the State of South Carolina.

3. COUNTERPARTS. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.


IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and delivered by their duly authorized officers as of the date first above written.

ASSIGNOR:
Westgate Partners

By: 
Name: Dennis E. Drew
Its: Partner


By: 
Name: Dennis E. Drew, as Trustee of The
Amended and Restated Dennis E. Drew Revocable
Trust dated 24 January 2014
Its: Partner

ASSIGNEE:
Drew & Drew Properties, LLC

By: 
Name: Dennis E. Drew, as Trustee of The Amended
and Restated Dennis E. Drew Revocable Trust
dated 24 January 2014
Its: Sole Member

The undersigned consents to this Assignment of Contract.

Commonwealth Real Estate
Acquisitions, LLC

By: 
Name: Kristi Morgan
Its: Manager

MAP	BLOCK	LOT	AER. PHOTO	ACRES/ FT.	ORIG. ASSESS. LAND	ORIG. ASSESS. BLDG.
595-1-1-17						
WESTGATE PARTNERS 1709 KATEWAY DRIVE GREENWOOD SC 29646						
595-1-1-17					5950101017	
OWNER'S NAME & ADDRESS					School Tax	Other Tax

Parcel No.

Zoning

District 34RA

Subdivision or Tract

Transfer To	Address	Date	Liber	Folio	Sale
Betty J Fincher	42ac	7-29-88	7-29-88	1039 235	746,028

RECOMMENDED ASSESSMENT					
	1975	19	19	19	19
Land	9.874	250,000			
Improvements					
Total					
Date of Notice					
Expiration Date	* gave back to Betty Fincher				
Protested					11.41ac
Date of Hearing	(1.01ac + 9.606ac + 4.545ac)				
Final Notice	map # 595-1-1-8				
App. To State Tax					
Date of Hearing					
Final Notice					
App. To Court					

PROPERTY DESCRIPTION

Main Street

Fincher St

9.865ac

USE VALUE-FARM

10-810

JAN 7 1997

Date of Appraisal 3/18/97

REMARKS Split as: portion of 42 ac tract

[illegible]


REMARKS	No. Acres	Year Built	Sketch

RECEIPT FOR PAYMENT OF PROPERTY TAXES

YORK COUNTY TREASURER P.O. BOX 116 YORK, S.C. 29745

DATE PAID

TAXPAYER COPY
10/11/2024

APPRAISED VALUE				ASSESS. %	ASSESSED VALUE	LEVY	LESS EXEMPTIONS	TOTAL TAXES PAID
PERSONAL	LAND	BUILDING	TOTAL					
	799		799		32	442.6	0.00	14.17
DISTRICT	CITY CODE	SCHOOL DISTRICT		CITY		DESCRIPTION OF PROPERTY: FINCHER RD (9.865AC)		
3X	RH							
<div>WESTGATE PARTNERS</div> <div>1630 AZTEC LN</div> <div>MT PLEASANT SC, 29466</div> <div>Scan this code with your mobile phone to view this bill!!!</div> <div></div>						GROSS TAXES		14.17
						LESS EXEMPTIONS		0.00
						PENALTIES & COST		0.00
						TOTAL AMOUNT PAID		14.17