

STATE OF SOUTH CAROLINA)
) WARRANTY DEED
COUNTY OF SPARTANBURG)

4871-9676-4515

Grantor has caused this Warranty Deed to be executed by its authorized signatory to be effective as of the date first written above.

GRANTOR:

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Jessie Mae
Witness #1

Jessie Marable
Witness #2

Duncan Village II, LLC,
a South Carolina limited liability company

By: VOA Duncan Village, Inc., a South Carolina
non-profit corporation

Its: Managing Member

By: *Peter Desjardins*
Peter Desjardins

Its: Assistant Secretary/Assistant Treasurer

STATE OF Virginia)
CITY OF Alexandria)
COUNTY OF Alexandria)

ACKNOWLEDGMENT

I, Morgan Marchison, Notary Public for the State of Virginia, do hereby certify that the above-named Peter Desjardins, as the Assistant Secretary/Assistant Treasurer of VOA Duncan Village, Inc., a South Carolina non-profit corporation, as the Managing Member of Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument; and is personally known to me or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument.

Witness my hand and official seal this the 20 day of June, 2023.

Morgan Nicole Murchison
Notary Public
My Commission Expires: 10/31/2024

[attach notary seal]

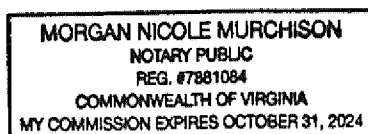


Exhibit A
Property Description

All that certain piece, parcel or tract of land, with all improvements thereon, situate, lying and being in the City of Duncan, County of Spartanburg, State of South Carolina, and being more particularly shown and delineated as **9.63 Acres**, on an ALTA/As-Built Survey prepared for Duncan Village, LLC by B. E. Huskey, R.L.S., No. 4785, dated December 9, 1982, revised March 27, 2006, and recorded in the Office of the Register of Deeds for Spartanburg County in **Plat Book 159 at Page 661**, and shown thereon as having the following boundaries and measurements, to-wit: Commencing at a point formed by the intersection of S.C. Hwy. 290 and Fowler Street, proceeding thence S57°01'30"E along the western boundary of said S.C. Hwy. 290 for a distance of 257.8 feet to an iron pin shown on said survey as Point of Beginning; thence continuing in a southeasterly direction along the right-of-way of S.C. Hwy. 290 S57°01'30"E for a distance of 50.00 feet to an iron pin; thence turning and running S35°28'50"W along property designated on said survey as Joe C. Brady for a distance of 200.00 feet to an iron pin; thence turning and running S58°09'05"E along property designated on said survey as Joe C. Brady for a distance of 100.10 feet to an old iron pin; thence turning and running S33°29'28"W along property designated on said survey as Lots 48 through 67 of the W. A. Christopher Subdivision for a distance of 1039.54 feet to an old iron pin; thence turning and running N57°56'10"W along property designated on said survey as a portion of property of Ruby Diorio and Ronnie L. Strange, portion of Lot 27 J.W.P. Greer, Estate for a distance of 401.81 feet to an old iron pin; thence turning and running N27°58'05"E along property designated on said survey as Lots 27 and 28, Lots 25 and 26 and Lots 22, 23 and 24 J.W.P. Greer, Estate for a distance of 439.53 feet to an old iron pin; thence turning and running N51°50'30"E along property designated on said survey as Joe C. Brady for a distance of 317.34 feet to an iron pin; thence turning and running N33°38'50"W along property designated on said survey as Joe C. Brady for a distance of 216.67 feet to an iron pin; thence turning and running N53°15'00"E along Fowler Street right-of-way as shown on said survey for a distance of 50.07 feet to an iron pin; thence turning and running S33°38'50"E along property designated on said survey as Joe C. Brady for a distance of 215.42 feet to an iron pin; thence turning and running N51°50'30"E along property designated on said survey as Joe C. Brady for a distance of 100.31 feet to an old iron pin; thence turning and running N56°20'15"E along property designated on said survey as Lots 7 through 9 W.A. Christopher Subdivision and a portion of Lots 13 and 14 W. A. Christopher Subdivision for a distance of 395.64 feet to the iron pin at the point of beginning.

This being the same property conveyed to Duncan Village II, LLC, a South Carolina limited liability company, by Duncan Village, LLC, a South Carolina limited liability company, by deed, dated June 6, 2006, and recorded in the Office of the Register of Deeds for Spartanburg County on June 7, 2006, in Book 85-Y, Page 329.

TMS No. 5-20-06-006.03

Exhibit B
Permitted Encumbrances

1. Rights to tenants, as tenants only, under unrecorded leases.
2. Rights of others thereto entitled in and to the continued uninterrupted flow of the stream shown on plat prepared for Duncan Village, LLC by B. E. Huskey, RLS dated December 9, 1982, revised March 27, 2006.
3. Use Agreement by and between Duncan Village Associates, L.P. and the Secretary of Housing and Urban Development recorded December 13, 2005, in the Office of the Register of Deeds for Spartanburg County in Deed Book 84-Q, Page 411; as modified by Assumption and Modification of Use Agreement to Duncan Village, LLC, Duncan Village Associates, L.P. and the Secretary of Housing and Urban Development, dated and recorded February 28, 2006, in Book 85-E, Page 276.
4. Agreement as to Restrictive Covenants, by and between Duncan Village, LLC, and the South Carolina State Housing Finance and Development Authority, dated April 7, 2006, and recorded April 10, 2006, in Book 85-Y, Page 321, in the Office of the Register of Deeds for Spartanburg County, South Carolina.
5. Non-Exclusive Installation and Service Agreement, Non-Exclusive Access and Exclusive Marketing by and between Charter Communications, LLC, and Duncan Village II, LLC, dated April 29, 2016, and recorded April 20, 2017, in Book 115-M, Page 646.
6. All easements and matters of survey shown on a plat entitled, "ALTA/AS-BUILT Survey for Duncan Village, LLC", prepared by B.E. Huskey, RLS, dated December 9, 1982, and revised January 16, 2008, and recorded March 12, 2008, , in Plat Book 162 Page 842, showing:
 - a. 8" PVC lines and manholes;
 - b. 2" and 6" water lines;
 - c. Underground telephone and electric lines;
 - d. Transformers;
 - e. Gas Tanks;
 - f. Valve Box;
 - g. Sign;
 - h. Storm drain lines, outlets and inlets; and
 - i. 15" RCP, ,drop inlets, and Junction Boxes.

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 100 Duncan Street, Spartanburg, South Carolina 29306 bearing County Tax Map Number 5-20-06-006.03, was transferred by Duncan Village II, LLC to Duncan Village 2022 L.L.C. on ~~June 20~~, 2023.
July

3. Check one of the following: The deed is

- (a) ☒ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c) ☐ exempt from the deed recording fee because (See Information section of affidavit):
_____. (If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ☐ or No ☐.

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

- (a) ☒ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$3,100,000.00
- (b) ☐ The fee is computed on the fair market value of the realty which is \$ _____
- (c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____

5. Check Yes ☐ or No ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If Yes, the amount of the outstanding balance of this lien or encumbrance is: _____

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: \$3,100,000.00
- (b) Place the amount listed in item 5 above here: \$0.00
(If no amount is listed, place zero here.)
- (c) Subtract Line 6(b) from Line 6(a) and place result here: \$3,100,000.00

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$11,740.00.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Buyer.

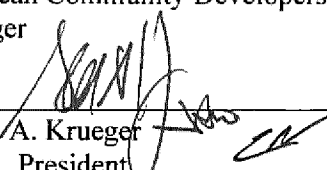
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Responsible Person Connected with the Transaction

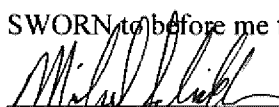
Duncan Village 2022 L.L.C.,
a Michigan limited liability company

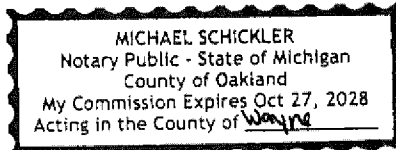
By: MCFAH South Carolina L.L.C., a Delaware limited liability company
Its: Managing Member

By: American Community Developers, Inc., Michigan corporation
Its: Manager

By: 
Gerald A. Krueger
Its: President

SWORN to before me this date: June 30th, 2023.


Notary Public for _____
My Commission Expires: _____



INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner, or trust beneficiary of the entity as long as no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in the stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration or transfers from a trust established for the benefit of a religious organization to the religious organization, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee, even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);

- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceeding;
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.