

Appraisal of Real Property

Proposed Multifamily Vacant Land

Oakleaf Dr.

Lancaster, Lancaster County, South Carolina 29720

Prepared For:

Prestwick Companies

Date of the Report:

April 13, 2025

Report Format:

Appraisal Report

IRR - Columbia

File Number: 110-2025-0129

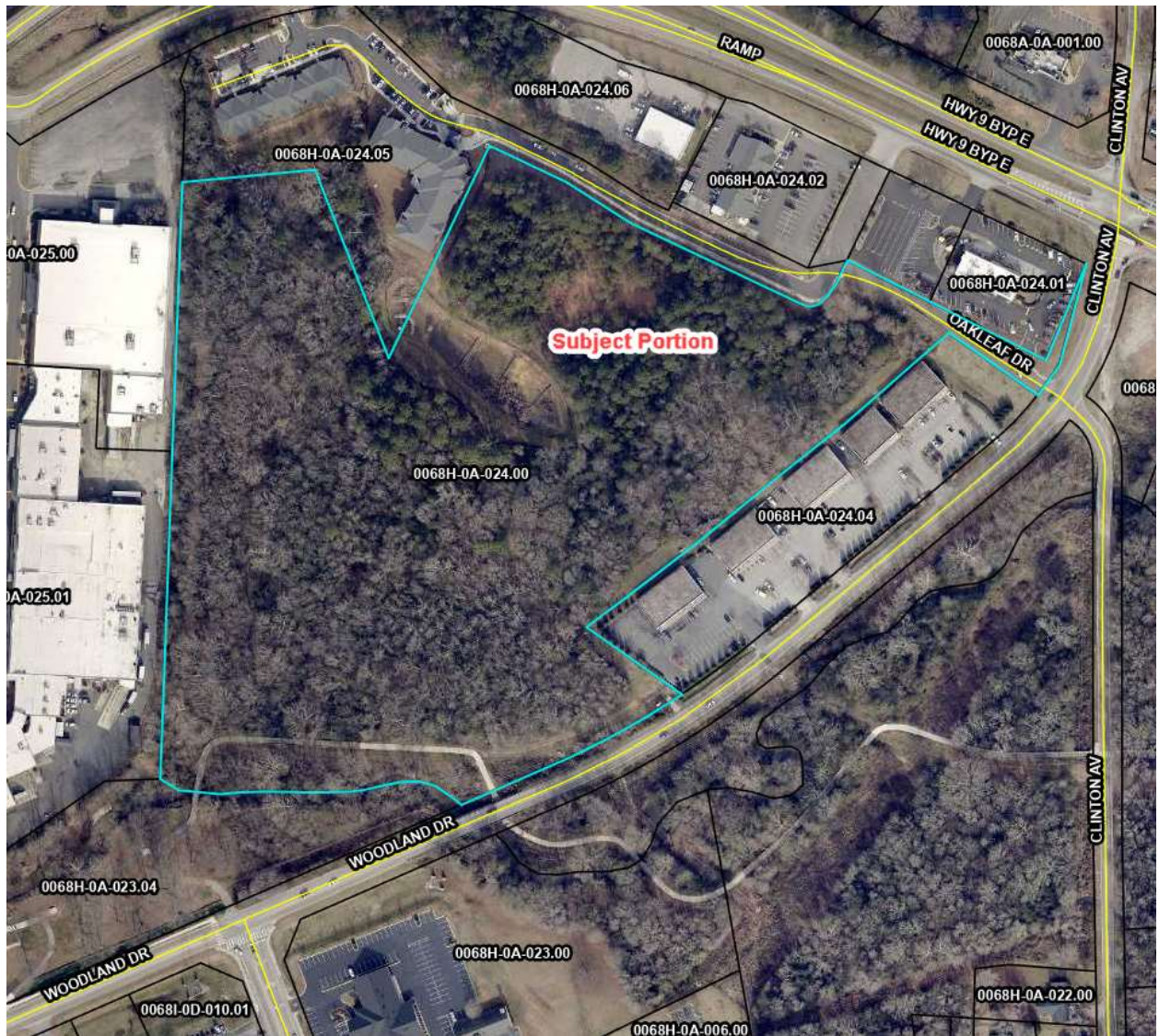


Subject Photographs



Proposed Multifamily Vacant Land
Oakleaf Dr.
Lancaster, South Carolina

Aerial Photograph





April 13, 2025

Blue Ridge Family I, LP C/O Casey Craven
Prestwick Companies
3715 Northside Parkway NW
Atlanta, GA 30327

SUBJECT: Market Value Appraisal
 Proposed Multifamily Vacant Land
 Oakleaf Dr.
 Lancaster, Lancaster County, South Carolina 29720
 IRR - Columbia File No. 110-2025-0129

Dear Mr. Craven:

Integra Realty Resources – Columbia is pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop an opinion of the market value as is, pertaining to the fee simple interest in the property.

The client for the assignment is Prestwick Companies. The intended user of this report is the client. The intended use of the report is for property acquisition purposes. No other party or parties may use or rely on the information, opinions, and conclusions contained in this report.

The subject is a portion of a parcel of vacant land containing an area of 8.429 acres or 367,167 square feet. The property is zoned B-3, which permits a variety of general commercial uses characterized primarily by retail, office, and service establishments. We were provided with a letter from Lancaster Building, Planning, Zoning, and Licensing that confirms the subject property is also permitted for multifamily development. The subject is under contract and the buyer intends to develop 64 multifamily units.

The appraisal conforms to the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute, and applicable state appraisal regulations.

Standards Rule 2-2 (Content of a Real Property Appraisal Report) contained in the Uniform Standards of Professional Appraisal Practice (USPAP) requires each written real property appraisal report to be prepared as either an Appraisal Report or a Restricted Appraisal Report. This report is prepared as an Appraisal Report as defined by USPAP under Standards Rule 2-2(a), and incorporates practical explanation of the data, reasoning, and analysis that were used to develop the opinion of value.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, the concluded opinions of value are as follows:

| Value Conclusion | | | |
|--------------------------------|--------------------|---------------|------------------|
| Value Type & Appraisal Premise | Interest Appraised | Date of Value | Value Conclusion |
| Market Value As Is | Fee Simple | May 4, 2025 | \$1,500,000 |

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. None

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

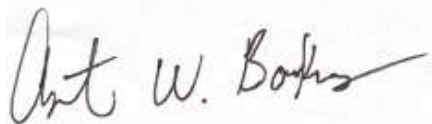
The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Blue Ridge Family I, LP C/O Casey Craven
Prestwick Companies
April 13, 2025
Page 3

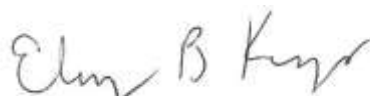
If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

Integra Realty Resources - Columbia



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Quality Assurance

IRR Quality Assurance Program

At IRR, delivering a quality report is a top priority. Integra has an internal Quality Assurance Program in which managers review material and pass an exam in order to attain IRR Certified Reviewer status. By policy, every Integra valuation assignment is assessed by an IRR Certified Reviewer who holds the MAI designation, or is, at a minimum, a named Director with at least ten years of valuation experience.

This quality assurance assessment consists of reading the report and providing feedback on its quality and consistency. All feedback from the IRR Certified Reviewer is then addressed internally prior to delivery. The intent of this internal assessment process is to maintain report quality.

Designated IRR Certified Reviewer

An internal quality assurance assessment was conducted by an IRR Certified Reviewer prior to delivery of this appraisal report. This assessment should not be construed as an appraisal review as defined by USPAP.

Executive Summary

| | | |
|---------------------------------------|--|------------------|
| Property Name | Proposed Multifamily Vacant Land | |
| Address | Oakleaf Dr. Lancaster, Lancaster County, South Carolina 29720 | |
| Property Type | Land | |
| Owner of Record | Claude Smith Enterprises | |
| Tax ID | p/o 0068H-0A-024.00 | |
| Land Area | 8.429 acres; 367,167 SF | |
| Zoning Designation | B-3, General Commercial District | |
| Highest and Best Use | Multifamily use | |
| Exposure Time; Marketing Period | 6-12 months; 6-12 months | |
| Effective Date of the Appraisal | May 4, 2025 | |
| Date of the Report | April 13, 2025 | |
| Property Interest Appraised | Fee Simple | |
| Sales Comparison Approach | | |
| Number of Sales | 4 | |
| Range of Sale Dates | Apr 22 to Dec 24 | |
| Range of Prices per Acre (Unadjusted) | \$133,663 - \$192,913 | |
| Market Value Conclusion | \$1,500,000 | (\$177,957/Acre) |

The values reported above are subject to the definitions, assumptions, and limiting conditions set forth in the accompanying report of which this summary is a part. No party other than Prestwick Companies may use or rely on the information, opinions, and conclusions contained in the report. It is assumed that the users of the report have read the entire report, including all of the definitions, assumptions, and limiting conditions contained therein.

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. None

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Identification of the Appraisal Problem

Subject Description

The subject is a portion of a parcel of vacant land containing an area of 8.429 acres or 367,167 square feet. The property is zoned B-3, which permits a variety of general commercial uses characterized primarily by retail, office, and service establishments. We were provided with a letter from Lancaster Building, Planning, Zoning, and Licensing that confirms the subject property is also permitted for multifamily development. The subject is under contract and the buyer intends to develop 64 multifamily units. A legal description of the overall master parcel, of which the subject is a portion, is provided in the addenda.

Property Identification

| | |
|-----------------|--|
| Property Name | Proposed Multifamily Vacant Land |
| Address | Oakleaf Dr. Lancaster, South Carolina 29720 |
| Tax ID | p/o 0068H-0A-024.00 |
| Owner of Record | Claude Smith Enterprises |

Sale History

The most recent closed sale of the subject is summarized as follows:

| | |
|-----------------------------|--|
| Sale Date | August 27, 1976 |
| Seller | Claude F. Smith, Jr. |
| Buyer | Carolina Park, Inc., its successors and assign |
| Sale Price | \$5.00 |
| Recording Instrument Number | Deed Book C-6, Page 2100 |
| Comments | Carolina Park Inc. merged with Claude Smith Enterprises, Inc., recorded on September 25, 2001 in deed book 135 page 231. |

The transfer is between related parties and not arm's length. No known sales or transfers of ownership have taken place within a three-year period prior to the effective appraisal date.

Pending Transactions

The property is under contract of sale as of the effective appraisal date. The contract is summarized as follows:

| | |
|---------------|---|
| Contract Date | February 13, 2025 |
| Seller | Claude Smith Enterprises Inc. |
| Buyer | PDC Land Acquisition, LLC |
| Sale Price | \$1,499,000 |
| Comments | Original contract signed February 7th, 2025 and amended on February 13, 2025. |

According to the property contact, the subject parcel was not listed for sale and the contract is a result of an off-market deal. The buyer's broker contacted the seller to see if they were interested in selling. We were not provided with any additional information in regard to specifics of how the contract came to fruition. The contract is for a portion of the overall master parcel.

The contract price of \$1,499,000 is consistent with our market value conclusion of \$1,500,000.

Appraisal Purpose

The purpose of the appraisal is to develop the following opinion(s) of value:

- The market value as is of the fee simple interest in the subject property as of the effective date of the appraisal, May 4, 2025

The date of the report is April 13, 2025. The appraisal is valid only as of the stated effective date or dates.

Value Type Definitions

The definitions of the value types applicable to this assignment are summarized below.

Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.¹

¹ Code of Federal Regulations, Title 12, Chapter I, Part 34.42[h]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472

Appraisal Premise Definitions

The definitions of the appraisal premises applicable to this assignment are specified as follows.

As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.²

Property Rights Definitions

The property rights appraised which are applicable to this assignment are defined as follows.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.³

Client and Intended User(s)

The client and intended user is Prestwick Companies. No other party or parties may use or rely on the information, opinions, and conclusions contained in this report.

Intended Use

The intended use of the appraisal is for property acquisition purposes. The appraisal is not intended for any other use.

Applicable Requirements

This appraisal report conforms to the following requirements and regulations:

- Uniform Standards of Professional Appraisal Practice (USPAP);
- Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute;
- Applicable state appraisal regulations;

Report Format

Standards Rule 2-2 (Content of a Real Property Appraisal Report) contained in the Uniform Standards of Professional Appraisal Practice (USPAP) requires each written real property appraisal report to be prepared as either an Appraisal Report or a Restricted Appraisal Report. This report is prepared as an Appraisal Report as defined by USPAP under Standards Rule 2-2(a), and incorporates practical explanation of the data, reasoning, and analysis used to develop the opinion of value.

Prior Services

USPAP requires appraisers to disclose to the client any other services they have provided in connection with the subject property in the prior three years, including valuation, consulting, property management, brokerage, or any other services. We have performed no services, as an appraiser or in

² Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed. (Chicago: Appraisal Institute, 2022)

³ Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed. (Chicago: Appraisal Institute, 2022)

any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.

Appraiser Competency

No steps were necessary to meet the competency provisions established under USPAP. The assignment participants have appraised several properties similar to the subject in physical, locational, and economic characteristics, and are familiar with market conditions and trends; therefore, appraiser competency provisions are satisfied for this assignment. Appraiser qualifications and state credentials are included in the addenda of this report.

Scope of Work

Introduction

The appraisal development and reporting processes require gathering and analyzing information about the assignment elements necessary to properly identify the appraisal problem. The scope of work decision includes the research and analyses necessary to develop credible assignment results, given the intended use of the appraisal. Sufficient information includes disclosure of research and analyses performed and might also include disclosure of research and analyses not performed.

To determine the appropriate scope of work for the assignment, the intended use of the appraisal, the needs of the user, the complexity of the property, and other pertinent factors were considered. The concluded scope of work is described below.

Research and Analysis

The type and extent of the research and analysis conducted are detailed in individual sections of the report. The steps taken to verify comparable data are disclosed in the addenda of this report. Although effort has been made to confirm the arms-length nature of each sale with a party to the transaction, it is sometimes necessary to rely on secondary verification from sources deemed reliable.

Subject Property Data Sources

The legal and physical features of the subject property, including size of the site, flood plain data, property zoning, existing easements and encumbrances, access and exposure, and condition of the improvements (as applicable) were confirmed and analyzed.

Contacts

In addition to public records and other sources cited in this appraisal, information pertaining to the subject was obtained from the following party: Casey Craven with Preswick Companies.

Inspection

Details regarding the property inspection conducted as part of this appraisal assignment are summarized as follows:

| Property Inspection | | |
|---------------------|-----------------|-----------------|
| Party | Inspection Type | Inspection Date |
| Austin W. Bouknight | On-site | April 16, 2025 |
| Elizabeth B. Keys | None | N/A |

Valuation Methodology

Three approaches to value are typically considered when developing a market value opinion for real property. These are the cost approach, the sales comparison approach, and the income capitalization approach. Use of the approaches in this assignment is summarized as follows:

| Approaches to Value | | |
|--------------------------------|--------------------------|-------------------|
| Approach | Applicability to Subject | Use in Assignment |
| Cost Approach | Not Applicable | Not Utilized |
| Sales Comparison Approach | Applicable | Utilized |
| Income Capitalization Approach | Not Applicable | Not Utilized |

In developing an opinion of value for the subject, only the sales comparison approach is used. This approach is applicable to the subject because there is an active market for similar properties, and sufficient sales data is available for analysis.

The cost approach is not applicable because there are no improvements that contribute value to the property, and the income approach is not applicable because the subject is not likely to generate rental income in its current state.

Economic Analysis

Charlotte MSA Area Analysis

The subject is located in the Charlotte-Concord-Gastonia, NC-SC Metropolitan Statistical Area, hereinafter called the Charlotte MSA, as defined by the U.S. Office of Management and Budget. The Charlotte MSA is 5,598 square miles in size, and is the 22nd most populous metropolitan area in the nation.

Population

The Charlotte MSA has an estimated 2025 population of 2,882,670, which represents an average annual 1.6% increase over the 2020 census of 2,660,329. The Charlotte MSA added an average of 44,468 residents per year over the 2020-2025 period, and its annual growth rate exceeded the State of South Carolina rate of 1.5%.

Looking forward, the Charlotte MSA's population is projected to increase at a 1.3% annual rate from 2025-2030, equivalent to the addition of an average of 37,783 residents per year. The Charlotte MSA's growth rate is expected to exceed that of South Carolina, which is projected to be 1.2%.

| Population Trends | | | | | |
|--------------------------------|-------------|---------------|-----------------|----------------------|-------------|
| | Population | | | Compound Ann. % Chng | |
| | 2020 Census | 2025 Estimate | 2030 Projection | 2020 - 2025 | 2025 - 2030 |
| Charlotte-Concord et al, NC-SC | 2,660,329 | 2,882,670 | 3,071,587 | 1.6% | 1.3% |
| South Carolina | 5,118,425 | 5,513,800 | 5,843,720 | 1.5% | 1.2% |
| USA | 331,449,281 | 337,643,652 | 345,735,705 | 0.4% | 0.5% |

Source: Claritas

Employment

Total employment in the Charlotte MSA was estimated at 1,403,800 jobs at year-end 2024. Between year-end 2014 and 2024, employment rose by 300,900 jobs, equivalent to a 27.3% increase over the entire period. There were gains in employment in nine out of the past ten years. The Charlotte MSA's rate of employment growth over the last decade surpassed that of South Carolina, which experienced an increase in employment of 21.0% or 418,400 jobs over this period.

A comparison of unemployment rates is another way of gauging an area's economic health. Over the past decade, the Charlotte MSA unemployment rate has been generally higher than that of South Carolina, with an average unemployment rate of 4.5% in comparison to a 4.3% rate for South Carolina. A higher unemployment rate is a negative indicator.

Recent data shows that the Charlotte MSA unemployment rate is 3.3% in comparison to a 4.0% rate for South Carolina, a positive sign for the Charlotte MSA economy but one that must be tempered by the fact that the Charlotte MSA has underperformed South Carolina in the rate of job growth over the past two years.

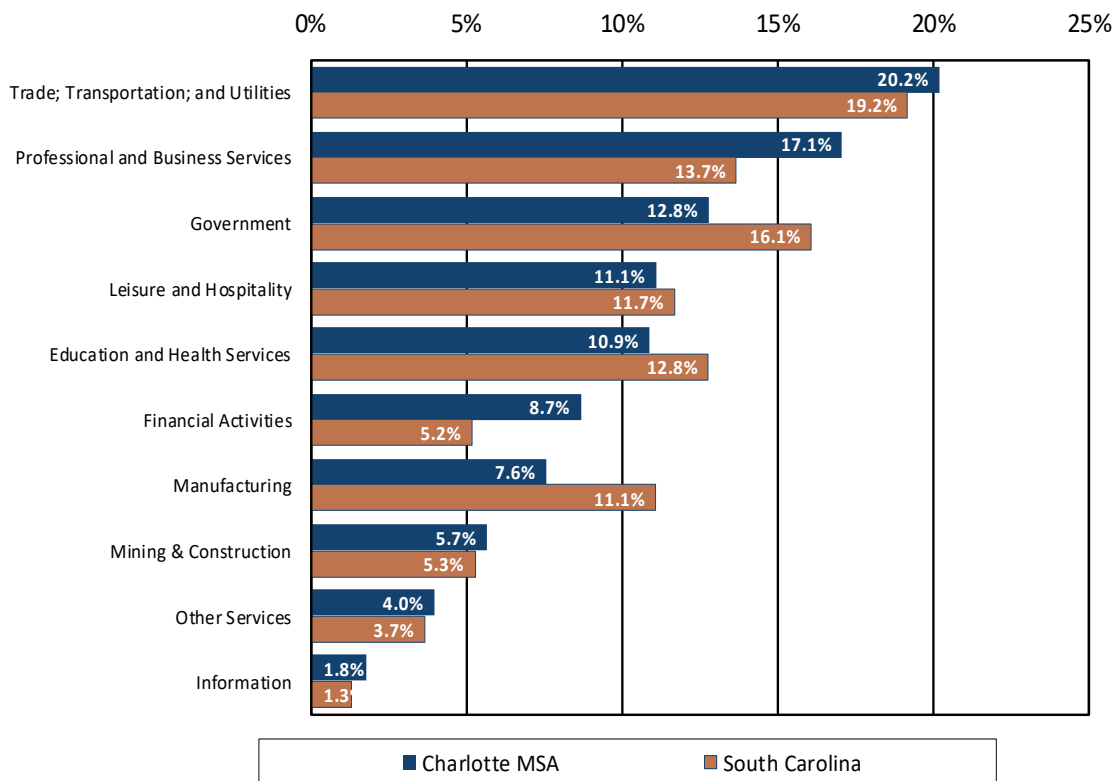
| Employment Trends | | | | | | |
|-----------------------------------|-----------------------------|----------|----------------|----------|-------------------------------|----------------|
| Year | Total Employment (Year End) | | | | Unemployment Rate (Ann. Avg.) | |
| | Charlotte MSA | % Change | South Carolina | % Change | Charlotte MSA | South Carolina |
| 2014 | 1,102,900 | | 1,990,000 | | 6.0% | 6.3% |
| 2015 | 1,147,900 | 4.1% | 2,046,400 | 2.8% | 5.4% | 5.9% |
| 2016 | 1,178,700 | 2.7% | 2,085,600 | 1.9% | 4.8% | 4.9% |
| 2017 | 1,206,000 | 2.3% | 2,124,500 | 1.9% | 4.3% | 4.2% |
| 2018 | 1,236,900 | 2.6% | 2,178,800 | 2.6% | 3.7% | 3.4% |
| 2019 | 1,269,400 | 2.6% | 2,212,100 | 1.5% | 3.5% | 2.8% |
| 2020 | 1,249,400 | -1.6% | 2,136,300 | -3.4% | 7.2% | 6.0% |
| 2021 | 1,298,800 | 4.0% | 2,208,900 | 3.4% | 4.6% | 3.9% |
| 2022 | 1,340,700 | 3.2% | 2,281,600 | 3.3% | 3.5% | 3.2% |
| 2023 | 1,366,300 | 1.9% | 2,347,000 | 2.9% | 3.2% | 3.0% |
| 2024 | 1,403,800 | 2.7% | 2,408,400 | 2.6% | 3.6% | 4.1% |
| Overall Change 2014-2024 | 300,900 | 27.3% | 418,400 | 21.0% | | |
| Avg Unemp. Rate 2014-2024 | | | | | 4.5% | 4.3% |
| Unemployment Rate - December 2024 | | | | | 3.3% | 4.0% |

Source: U.S. Bureau of Labor Statistics and Moody's Analytics. Employment figures are from the Current Employment Survey (CES). Unemployment rates are from the Current Population Survey (CPS). The figures are not seasonally adjusted.

Employment Sectors

The composition of the Charlotte MSA job market is depicted in the following chart, along with that of South Carolina. Total employment for both areas is broken down by major employment sector, and the sectors are ranked from largest to smallest based on the percentage of Charlotte MSA jobs in each category.

Employment Sectors - 2024



Source: U.S. Bureau of Labor Statistics and Moody's Analytics

The Charlotte MSA has greater concentrations than South Carolina in the following employment sectors:

1. Trade; Transportation; and Utilities, representing 20.2% of Charlotte MSA payroll employment compared to 19.2% for South Carolina as a whole. This sector includes jobs in retail trade, wholesale trade, trucking, warehousing, and electric, gas, and water utilities.
2. Professional and Business Services, representing 17.1% of Charlotte MSA payroll employment compared to 13.7% for South Carolina as a whole. This sector includes legal, accounting, and engineering firms, as well as management of holding companies.
3. Financial Activities, representing 8.7% of Charlotte MSA payroll employment compared to 5.2% for South Carolina as a whole. Banking, insurance, and investment firms are included in this sector, as are real estate owners, managers, and brokers.
4. Mining & Construction, representing 5.7% of Charlotte MSA payroll employment compared to 5.3% for South Carolina as a whole. This sector includes construction of buildings, roads, and utility systems, as well as mining, quarrying, and oil and gas extraction.

The Charlotte MSA is underrepresented in the following sectors:

1. Government, representing 12.8% of Charlotte MSA payroll employment compared to 16.1% for South Carolina as a whole. This sector includes employment in local, state, and federal government agencies.
2. Leisure and Hospitality, representing 11.1% of Charlotte MSA payroll employment compared to 11.7% for South Carolina as a whole. This sector includes employment in hotels, restaurants, recreation facilities, and arts and cultural institutions.
3. Education and Health Services, representing 10.9% of Charlotte MSA payroll employment compared to 12.8% for South Carolina as a whole. This sector includes employment in public and private schools, colleges, hospitals, and social service agencies.
4. Manufacturing, representing 7.6% of Charlotte MSA payroll employment compared to 11.1% for South Carolina as a whole. This sector includes all establishments engaged in the manufacturing of durable and nondurable goods.

Major Employers

Major employers in the Charlotte MSA are shown in the following table.

| Major Employers - Charlotte-Concord et al, NC-SC Metro | | |
|---|---|----------------------------|
| | Name | Number of Employees |
| 1 | Compicom Systems Inc | 1,000 to 4,999 |
| 2 | Continental Tire North America | 1,000 to 4,999 |
| 3 | Piedmont Medical Center Human Resources | 1,000 to 4,999 |
| 4 | Piedmont Medical Center | 1,000 to 4,999 |
| 5 | Winthrop University | 1,000 to 4,999 |
| 6 | Stanley Black & Decker Distribution | 500 to 999 |
| 7 | Red Ventures | 500 to 999 |
| 8 | Amerisourcebergen Consulting | 500 to 999 |
| 9 | Honeywell Scanning & Mobility | 500 to 999 |
| 10 | MUSC Health Lancaster Medical Center | 500 to 999 |

Source: jobs.scworks.org

Gross Domestic Product

The Charlotte MSA is the 21st largest metropolitan area economy in the nation based on Gross Domestic Product (GDP).

Economic growth, as measured by annual changes in GDP, has been considerably higher in the Charlotte MSA than South Carolina overall during the past decade. The Charlotte MSA has grown at a 3.5% average annual rate while the State of South Carolina has grown at a 2.7% rate. The Charlotte MSA continues to perform better than South Carolina. GDP for the Charlotte MSA rose by 4.7% in 2023 while South Carolina's GDP rose by 3.1%.

The Charlotte MSA has a per capita GDP of \$73,632, which is 51% greater than South Carolina's GDP of \$48,813. This means that Charlotte MSA industries and employers are adding relatively more value to the economy than their counterparts in South Carolina.

| Gross Domestic Product | | | | |
|-------------------------------|---------------|----------|----------------|----------|
| | (\$,000s) | | (\$,000s) | |
| Year | Charlotte MSA | % Change | South Carolina | % Change |
| 2013 | 146,136,349 | — | 200,147,300 | — |
| 2014 | 151,007,757 | 3.3% | 206,077,900 | 3.0% |
| 2015 | 157,396,338 | 4.2% | 213,212,400 | 3.5% |
| 2016 | 162,168,834 | 3.0% | 220,559,300 | 3.4% |
| 2017 | 168,119,917 | 3.7% | 224,937,600 | 2.0% |
| 2018 | 171,575,711 | 2.1% | 231,663,300 | 3.0% |
| 2019 | 177,471,126 | 3.4% | 239,021,300 | 3.2% |
| 2020 | 179,136,966 | 0.9% | 233,650,100 | -2.2% |
| 2021 | 190,543,299 | 6.4% | 245,752,100 | 5.2% |
| 2022 | 197,347,279 | 3.6% | 254,504,500 | 3.6% |
| 2023 | 206,547,241 | 4.7% | 262,298,500 | 3.1% |
| Compound % Chg (2013-2023) | | 3.5% | | 2.7% |
| GDP Per Capita 2023 | \$73,632 | | \$48,813 | |

Source: U.S. Bureau of Economic Analysis and Moody's Analytics; data released December 2024.

The release of state and local GDP data has a longer lag time than national data. The data represents inflation-adjusted "real" GDP stated in 2017 dollars.

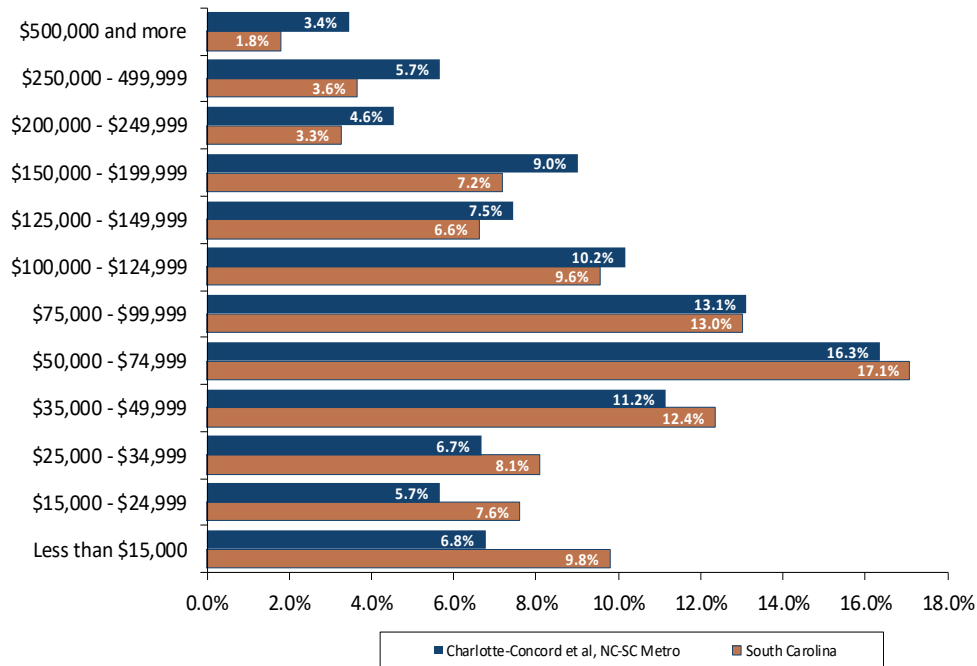
Household Income

The Charlotte MSA is more affluent than South Carolina. Median household income for the Charlotte MSA is \$80,972, which is 20.7% greater than the corresponding figure for South Carolina.

| Median Household Income - 2025 | |
|--|----------|
| | Median |
| Charlotte-Concord et al, NC-SC Metro | \$80,972 |
| South Carolina | \$67,099 |
| Comparison of Charlotte-Concord et al, NC-SC Metro to South Carolina | + 20.7% |
| Source: Claritas | |

The following chart shows the distribution of households across twelve income levels. The Charlotte MSA has a greater concentration of households in the higher income levels than South Carolina. Specifically, 23% of Charlotte MSA households are at the \$150,000 or greater levels in household income as compared to 16% of South Carolina households. A lesser concentration of households is apparent in the lower income levels, as 30% of Charlotte MSA households are below the \$50,000 level in household income versus 38% of South Carolina households.

Household Income Distribution - 2025

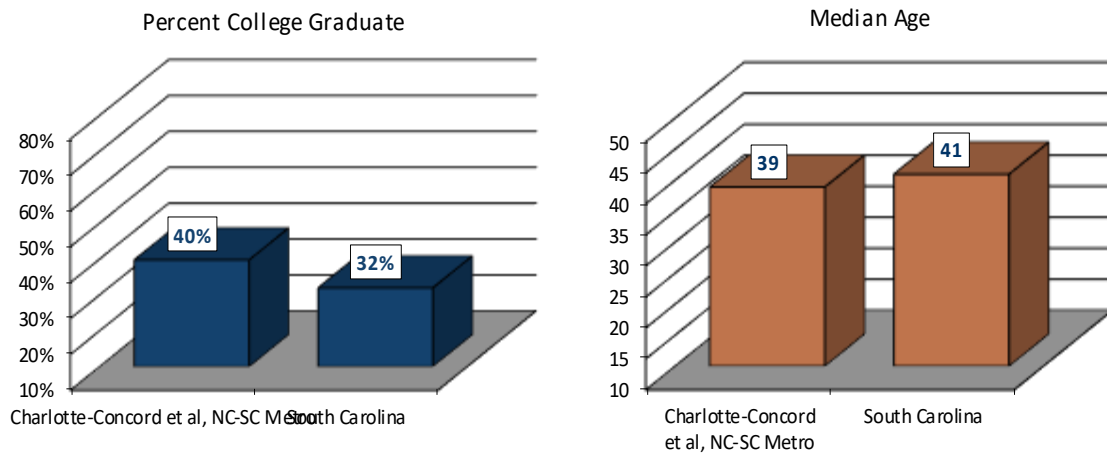


Source: Claritas

Education and Age

Residents of the Charlotte MSA have a higher level of educational attainment than those of South Carolina. An estimated 40% of Charlotte MSA residents are college graduates with four-year degrees, versus 32% of South Carolina residents. People in the Charlotte MSA are younger than their South Carolina counterparts. The median age for the Charlotte MSA is 39 years, while the median age for South Carolina is 41 years.

Education & Age - 2025



Source: Claritas

Conclusion

The Charlotte MSA economy will benefit from a growing population base and higher income and education levels. The Charlotte MSA experienced growth in the number of jobs over the past decade, and it is reasonable to assume that employment growth will occur in the future. Moreover, the Charlotte MSA exhibits both a higher rate of GDP growth and a higher level of GDP per capita than South Carolina overall. It is anticipated that the Charlotte MSA economy will improve and employment will grow, strengthening the demand for real estate.

Area Map



Surrounding Area Analysis

The subject is located in the City of Lancaster area of Lancaster County. Area boundaries and delineation are indicated in the following table. A map identifying the location of the property follows this section.

| Boundaries & Delineation | |
|--------------------------|------------------|
| Boundaries | |
| Market Area | Charlotte MSA |
| Submarket | Lancaster County |
| Area Type | Suburban |
| Delineation | |
| North | Shiloh Unity Rd. |
| South | Great Falls Rd. |
| East | Camp Creek Rd. |
| West | Riverside Rd. |

Access and Linkages

Primary access and linkages to the subject area, including highways, roadways, public transit, and airports, are summarized in the following table.

| Access & Linkages | |
|-----------------------------|---|
| Vehicular Access | |
| Major Highways | I-77, US Hwy 521, US Hwy 21 |
| Primary Corridors | US Hwy 521 |
| Vehicular Access Rating | Average |
| Public Transit | |
| Providers | LARS |
| Transit Access Rating | Average |
| Airport(s) | |
| Name | Charlotte Douglas International Airport |
| Distance | 43 miles |
| Driving Time | 53 minutes |
| Primary Transportation Mode | Automobile |

Demand Generators

The Charlotte MSA is impacted by the trade/transportation/utilities, professional and business services, and financial activities industries. The largest employers in the area include Compicom Systems Inc., Continental Tire North America, and Piedmont Medical Center. Access to nearby submarkets such as Rock Hill and Charlotte are a major demand driver for the subject market area.

Life Cycle

Real estate is affected by cycles involving development trends within a market area as well as market and economic forces. Trends in demand for development in a particular market are described by the Market Area Life Cycle, while market and economic trends are described by the Real Estate Cycle.

A Market Area Life Cycle typically evolves through four stages:⁴

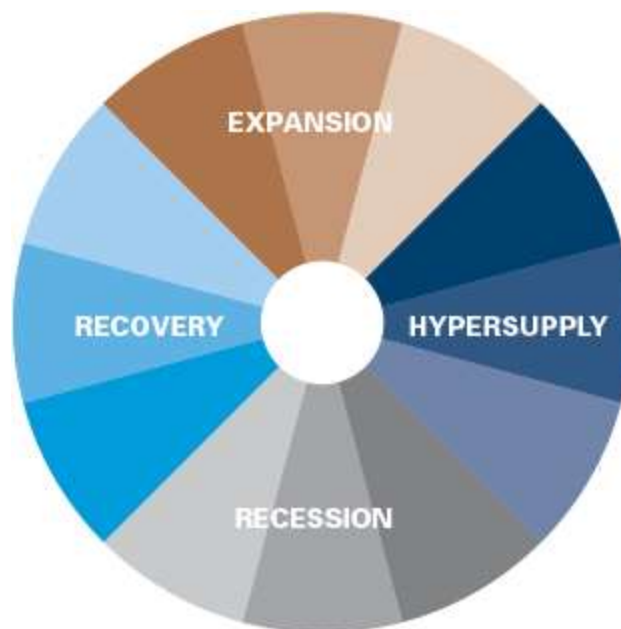
- Growth – a period during which the market area gains public favor and acceptance
- Stability – a period of equilibrium without marked gains or losses
- Decline – a period of diminishing demand
- Revitalization – a period of renewal, redevelopment, modernization, and increasing demand

The subject's market area is in the growth stage of the Market Area Life Cycle.

The Real Estate Cycle also impacts a neighborhood. The stages of the Real Estate Cycle include:

- Expansion – Sustained growth in demand, increasing construction
- Hypersupply – Positive but falling demand, increasing vacancy
- Recession – Falling demand, increasing vacancy
- Recovery – Increasing demand, decreasing vacancy

These stages are illustrated below, along with a summary of common characteristics of each stage of the Real Estate Cycle. The subject is in the expansion stage of the Real Estate Cycle.



⁴ Appraisal Institute, *The Appraisal of Real Estate*, 15th ed. (Chicago: Appraisal Institute, 2020)

EXPANSION

Decreasing Vacancy Rates
Moderate/High New Construction
High Absorption
Moderate/High Employment Growth
Med/High Rental Rate Growth

HYPERSUPPLY

Increasing Vacancy Rates
Moderate/High New Construction
Low/Negative Absorption
Moderate/Low Employment Growth
Med/Low Rental Rate Growth

RECESSION

Increasing Vacancy Rates
Moderate/Low New Construction
Low Absorption
Low/Negative Employment Growth
Low/Neg Rental Rate Growth

RECOVERY

Decreasing Vacancy Rates
Low New Construction
Moderate Absorption
Low/Moderate Employment Growth
Neg/Low Rental Rate Growth

Demographics

A demographic profile of the surrounding area, including population, households, and income data, is presented in the following table.

Surrounding Area Demographics

| | | | | Charlotte-Concord et al, NC- | |
|--|---------------|---------------|---------------|------------------------------|----------------|
| 2025 Estimates | 1-Mile Radius | 3-Mile Radius | 5-Mile Radius | SC Metro | South Carolina |
| Population 2020 | 3,771 | 16,884 | 29,931 | 2,660,329 | 5,118,425 |
| Population 2025 | 4,063 | 18,468 | 32,734 | 2,882,670 | 5,513,800 |
| Population 2030 | 4,342 | 19,938 | 35,351 | 3,071,587 | 5,843,720 |
| Compound % Change 2020-2025 | 1.5% | 1.8% | 1.8% | 1.6% | 1.5% |
| Compound % Change 2025-2030 | 1.3% | 1.5% | 1.6% | 1.3% | 1.2% |
| Households 2020 | 1,614 | 6,846 | 12,091 | 1,034,018 | 2,048,912 |
| Households 2025 | 1,776 | 7,661 | 13,557 | 1,126,213 | 2,226,844 |
| Households 2030 | 1,924 | 8,385 | 14,864 | 1,203,847 | 2,373,170 |
| Compound % Change 2020-2025 | 1.9% | 2.3% | 2.3% | 1.7% | 1.7% |
| Compound % Change 2025-2030 | 1.6% | 1.8% | 1.9% | 1.3% | 1.3% |
| Median Household Income 2025 | \$38,527 | \$43,472 | \$50,174 | \$80,972 | \$67,099 |
| Average Household Size | 2.3 | 2.4 | 2.4 | 2.5 | 2.4 |
| College Graduate % | 15% | 15% | 15% | 40% | 32% |
| Median Age | 40 | 40 | 41 | 39 | 41 |
| Owner Occupied % | 42% | 53% | 62% | 65% | 70% |
| Renter Occupied % | 58% | 47% | 38% | 35% | 30% |
| Median Owner Occupied Housing Value | \$243,448 | \$223,478 | \$211,157 | \$396,876 | \$293,926 |
| Median Year Structure Built | 1973 | 1977 | 1980 | 1996 | 1992 |
| Average Travel Time to Work in Minutes | 30 | 30 | 31 | 29 | 28 |

Source: Claritas

As shown above, the current population within a 3-mile radius of the subject is 18,468, and the average household size is 2.4. Population in the area has grown since the 2020 census, and this trend is projected to continue over the next five years. Compared to the Charlotte MSA overall, the population within a 3-mile radius is projected to grow at a faster rate.

Median household income is \$43,472, which is lower than the household income for the Charlotte MSA. Residents within a 3-mile radius have a considerably lower level of educational attainment than those of the Charlotte MSA, while median owner-occupied home values are considerably lower.

Land Use

Predominant land uses in the immediate vicinity of the subject include a mix of commercial and vacant land, with single-family residential nearby off secondary streets. Land use characteristics of the area are summarized below.

| Surrounding Area Land Uses | |
|---|-----------|
| Character of Area | Suburban |
| Predominant Age of Improvements (Years) | 20+ years |
| Predominant Quality and Condition | Average |
| Approximate Percent Developed | 70% |
| Infrastructure and Planning | Average |

| Immediate Surroundings | |
|------------------------|---------------------------|
| North | Restaurants |
| South | Vacant Land/Office Strip |
| East | Restaurant/Office |
| West | Oakleaf Senior Apartments |

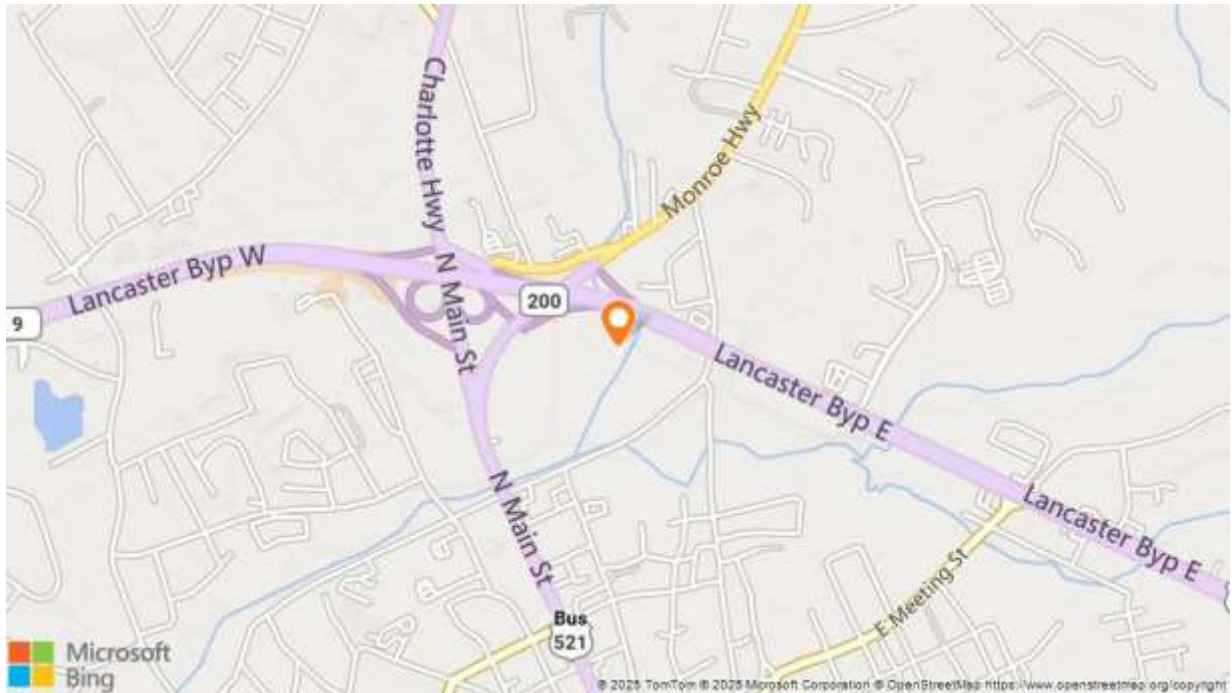
Development Activity and Trends

During the last five years, Lancaster has seen significant housing growth, particularly in new subdivisions like Roselyn and Edgewater, along with a planned Lancaster Downtown Revitalization Plan. The pace of development has generally accelerated over this time.

Outlook and Conclusions

The area is in the growth stage of its life cycle. Given the history of the area and the growth trends, it is anticipated that property values will increase moderately or remain stable in the near future.

Surrounding Area Map



Multifamily Market Analysis

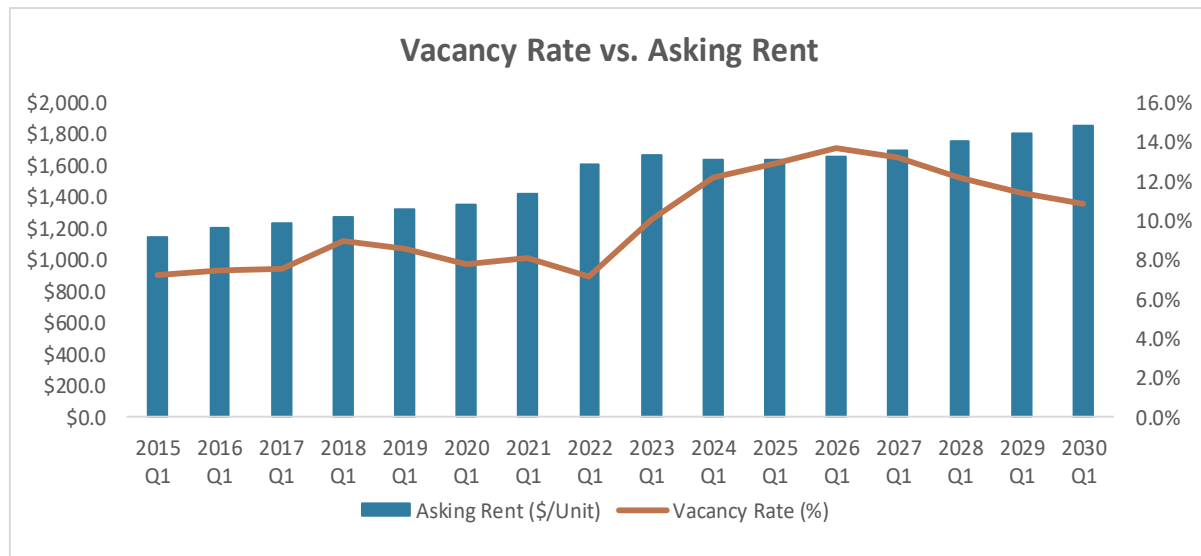
Metro Area Overview

The subject is located in the Charlotte - NC USA metro area as defined by CoStar. Trended supply and demand statistics, including inventory levels, absorption, vacancy, and rental rates for all classes of space are presented in the ensuing table.

| All Multifamily Charlotte - NC USA Metro Trends | | | | | | | | | | |
|---|---------|---------|---------|---------------------------|--------------------------|--------------------------|-------------|----------------------|--------------|----------|
| Period | Stock | Demand | Vacancy | Net Completions 12 Months | Under Construction Stock | Net Absorption 12 Months | Asking Rent | Rent Growth 12 Month | Price Growth | Cap Rate |
| 2015 Q1 | 136,519 | 126,571 | 7.29% | 6,295 | 9,472 | 5,643 | \$1,150 | 3.60% | 8.90% | 5.79% |
| 2016 Q1 | 143,979 | 133,157 | 7.52% | 7,460 | 10,299 | 6,588 | \$1,204 | 4.67% | 7.04% | 5.66% |
| 2017 Q1 | 150,224 | 138,870 | 7.56% | 6,245 | 13,524 | 5,712 | \$1,239 | 2.93% | 6.66% | 5.60% |
| 2018 Q1 | 158,914 | 144,625 | 8.99% | 8,690 | 14,802 | 5,757 | \$1,275 | 2.86% | 5.43% | 5.51% |
| 2019 Q1 | 167,071 | 152,733 | 8.58% | 8,157 | 14,333 | 8,105 | \$1,321 | 3.65% | 7.43% | 5.40% |
| 2020 Q1 | 173,847 | 160,251 | 7.82% | 6,776 | 15,226 | 7,527 | \$1,355 | 2.57% | 9.47% | 5.15% |
| 2021 Q1 | 183,937 | 168,935 | 8.16% | 10,090 | 16,955 | 8,692 | \$1,426 | 5.23% | 14.89% | 4.67% |
| 2022 Q1 | 194,080 | 180,125 | 7.19% | 10,143 | 24,087 | 11,193 | \$1,606 | 12.63% | 19.57% | 4.27% |
| 2023 Q1 | 205,196 | 184,510 | 10.08% | 11,116 | 30,735 | 4,387 | \$1,670 | 3.94% | -5.54% | 4.76% |
| 2024 Q1 | 218,998 | 192,204 | 12.23% | 13,802 | 29,847 | 7,704 | \$1,646 | -1.43% | -7.29% | 5.26% |
| 2025 Q1 | 236,757 | 206,144 | 12.93% | 17,759 | 22,073 | 13,940 | \$1,645 | -0.04% | 2.02% | 5.25% |
| 2026 Q1 | 250,307 | 216,067 | 13.68% | 13,550 | 0 | 9,924 | \$1,664 | 1.17% | 3.02% | 5.17% |
| 2027 Q1 | 258,626 | 224,386 | 13.24% | 8,319 | 0 | 8,319 | \$1,703 | 2.30% | 4.89% | 5.08% |
| 2028 Q1 | 264,939 | 232,553 | 12.22% | 6,313 | 0 | 8,166 | \$1,755 | 3.10% | 5.75% | 5.00% |
| 2029 Q1 | 272,362 | 241,156 | 11.46% | 7,423 | 0 | 8,603 | \$1,808 | 2.97% | 5.98% | 4.91% |
| 2030 Q1 | 280,617 | 250,152 | 10.86% | 8,255 | 0 | 8,997 | \$1,859 | 2.87% | 5.87% | 4.81% |

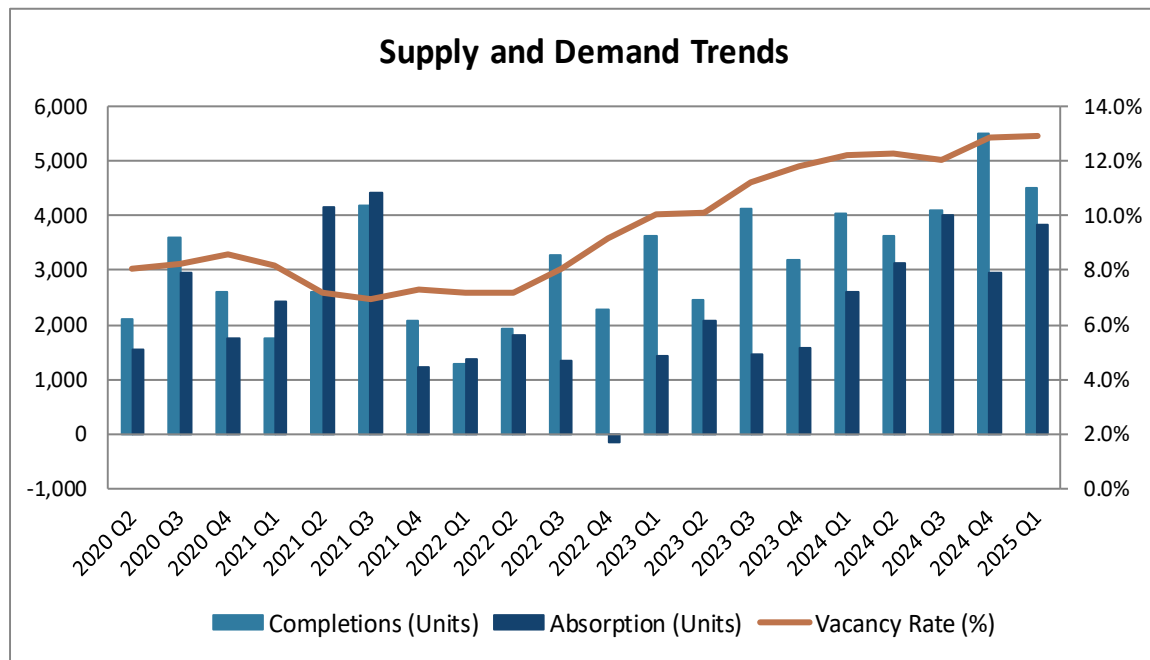
Source: CoStar, Inc.; compiled by Integra Realty Resources, Inc.

Charlotte - NC USA Metro Trends and Forecasts



Source: CoStar, Inc.; compiled by Integra Realty Resources, Inc.

- The current vacancy rate in the metro area is 12.93%; the vacancy rate has increased by 285 bps from 2023 Q1.
- Two-year Base Case forecasts project a 13.24% vacancy rate in the metro area, representing an increase of 31 bps by 2027 Q1.
- Asking rent averages \$1,645/unit in the metro area, and values have decreased by 1.50% from 2023 Q1.
- Two-year Base Case forecasts project a \$1,703/unit asking rent in the metro area, representing an increase of 3.53% by 2027 Q1.



Source: CoStar, Inc.; compiled by Integra Realty Resources, Inc.

- The total stock (units) has increased by 15.38% from 2023 Q1, while the demand has increased by 11.73%.
- Between 2020 Q2 and 2025 Q1, net completions in the metro area have averaged 12,582 units annually, and reached a peak of 5,502 units in 2024 Q4.
- Between 2020 Q2 and 2025 Q1, net absorption in the metro area has averaged 9,183 units annually, and reached a peak of 4,419 units in 2021 Q3.

Submarket Overview

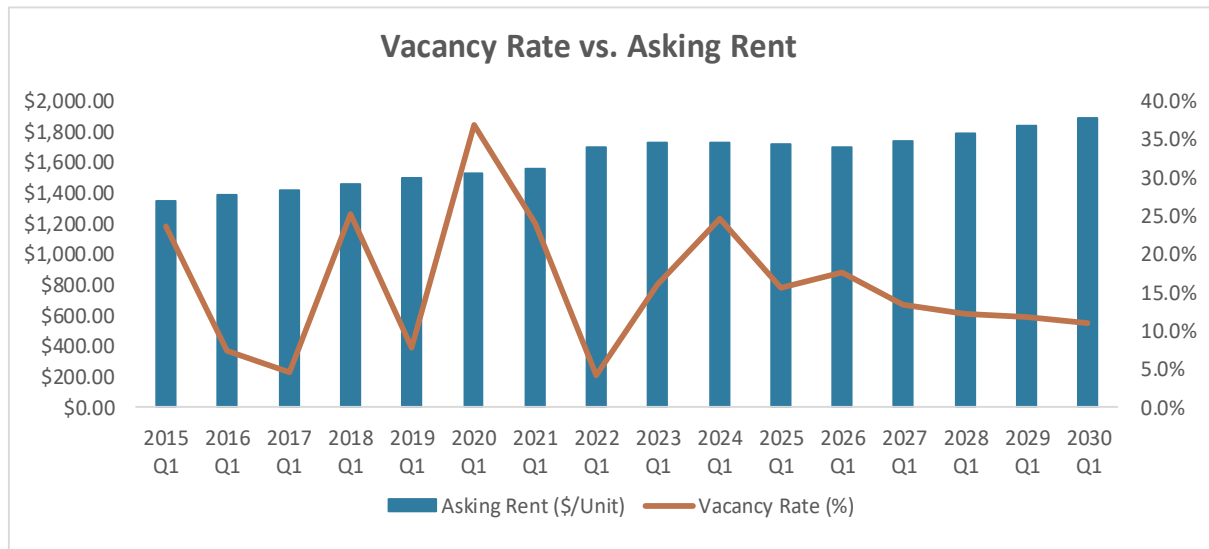
The subject is located in the Lancaster County submarket as defined by CoStar. Trended supply and demand statistics, including inventory levels, absorption, vacancy, and rental rates for all classes of space are presented in the following table.

All Multifamily Lancaster County Submarket Trends

| Period | Stock | Demand | Vacancy | Net Completions 12 Months | Under Construction Stock | Net Absorption 12 Months | Asking Rent | Rent Growth 12 Month | Price Growth | Cap Rate |
|---------|-------|--------|---------|------------------------------|-----------------------------|-----------------------------|-------------|-------------------------|--------------|----------|
| 2015 Q1 | 678 | 517 | 23.71% | 246 | 0 | 109 | \$1,353 | 2.32% | 8.01% | 6.20% |
| 2016 Q1 | 678 | 628 | 7.44% | 0 | 303 | 111 | \$1,390 | 2.72% | 7.36% | 6.08% |
| 2017 Q1 | 678 | 647 | 4.60% | 0 | 303 | 19 | \$1,422 | 2.28% | 9.75% | 5.95% |
| 2018 Q1 | 981 | 732 | 25.37% | 303 | 312 | 84 | \$1,460 | 2.66% | 6.11% | 5.84% |
| 2019 Q1 | 981 | 904 | 7.82% | 0 | 901 | 172 | \$1,497 | 2.58% | 11.22% | 5.66% |
| 2020 Q1 | 1,570 | 990 | 36.95% | 589 | 572 | 85 | \$1,530 | 2.18% | 9.77% | 5.41% |
| 2021 Q1 | 2,142 | 1,626 | 24.11% | 572 | 294 | 635 | \$1,558 | 1.83% | 14.79% | 4.95% |
| 2022 Q1 | 2,142 | 2,050 | 4.30% | 0 | 655 | 424 | \$1,701 | 9.19% | 16.68% | 4.59% |
| 2023 Q1 | 2,446 | 2,053 | 16.06% | 304 | 857 | 3 | \$1,730 | 1.70% | -6.86% | 5.16% |
| 2024 Q1 | 3,303 | 2,488 | 24.69% | 857 | 661 | 434 | \$1,729 | -0.05% | -6.70% | 5.67% |
| 2025 Q1 | 3,564 | 3,007 | 15.62% | 261 | 400 | 520 | \$1,719 | -0.60% | 1.30% | 5.71% |
| 2026 Q1 | 3,962 | 3,264 | 17.63% | 398 | 0 | 257 | \$1,705 | -0.82% | 1.65% | 5.63% |
| 2027 Q1 | 3,986 | 3,449 | 13.48% | 24 | 0 | 186 | \$1,741 | 2.16% | 4.65% | 5.54% |
| 2028 Q1 | 4,133 | 3,625 | 12.32% | 147 | 0 | 175 | \$1,793 | 2.97% | 5.53% | 5.46% |
| 2029 Q1 | 4,342 | 3,828 | 11.83% | 209 | 0 | 205 | \$1,843 | 2.76% | 5.68% | 5.37% |
| 2030 Q1 | 4,574 | 4,067 | 11.09% | 232 | 0 | 238 | \$1,892 | 2.69% | 5.57% | 5.27% |

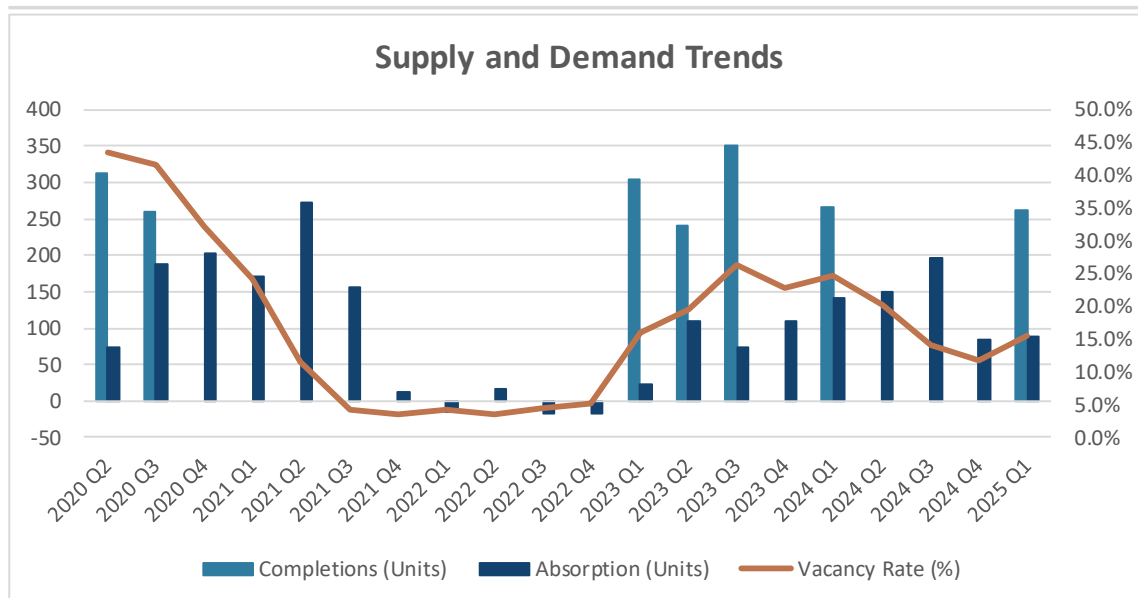
Source: CoStar, Inc.; compiled by Integra Realty Resources, Inc.

- The Lancaster County submarket comprises 1.5% of the metro building stock and 1.5% of the metro building demand.
- The vacancy rate in the Lancaster County submarket is 15.62%, which is greater than the metro area's average of 12.93%.
- Lancaster County market rate is \$1,719/unit which is greater than the metro area's average rate of \$1,645/unit.

Lancaster County Submarket Trends and Forecasts

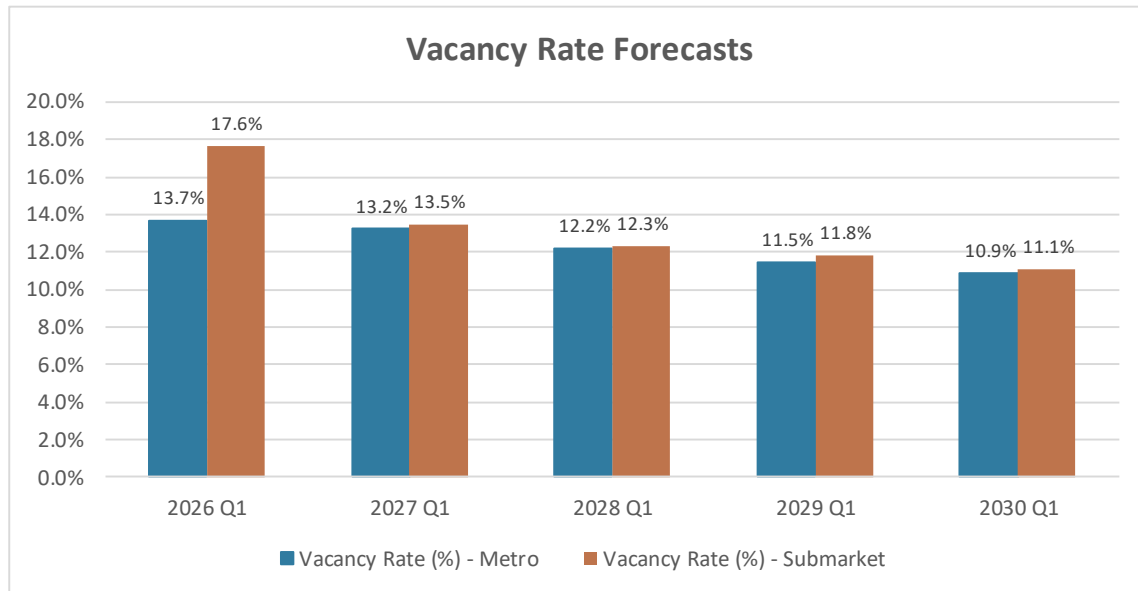
Source: CoStar, Inc.; compiled by Integra Realty Resources, Inc.

- The current vacancy rate in the submarket area is 15.62%; the vacancy rate has decreased by 45 bps from 2023 Q1.
- Two-year Base Case forecasts project a 13.48% vacancy rate in the submarket area, representing a decrease of 213 bps by 2027 Q1.
- Asking rent averages \$1,719/unit in the submarket area, and values have decreased by 0.65% from 2023 Q1.
- Two-year Base Case forecasts project a \$1,741/unit asking rent in the submarket area, representing an increase of 1.32% by 2027 Q1.

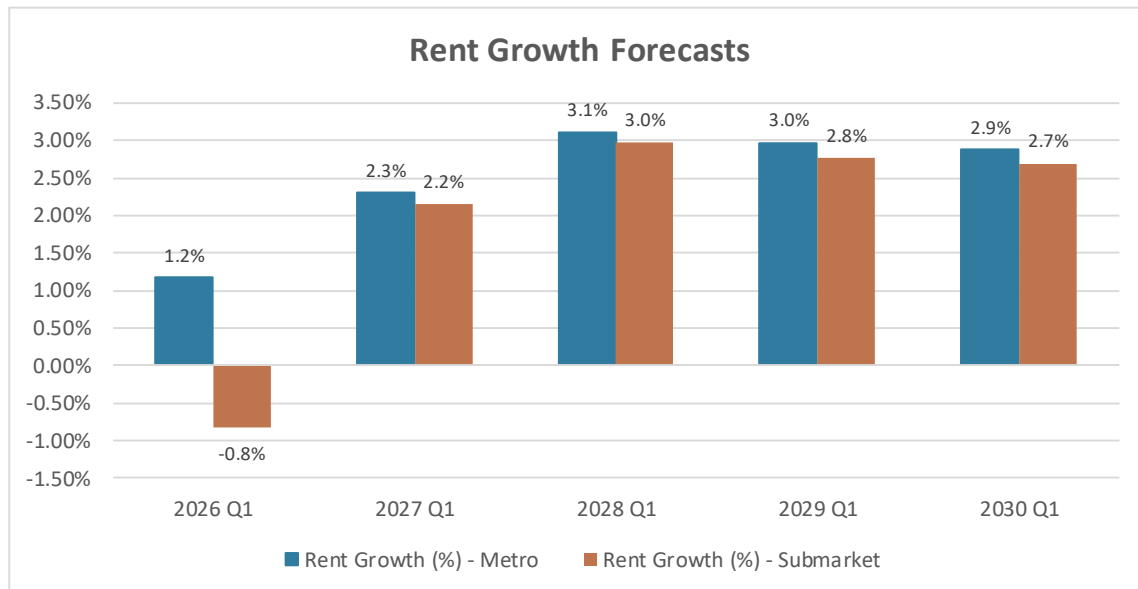


Source: CoStar, Inc.; compiled by Integra Realty Resources, Inc.

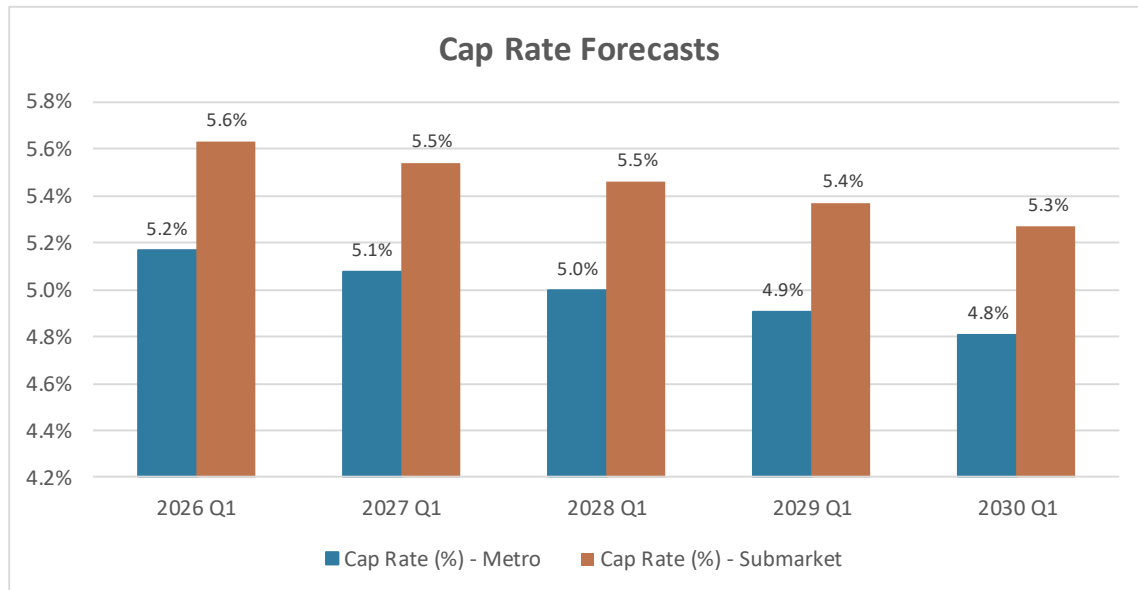
- The total stock (units) has increased by 45.71% from 2023 Q1, while the demand has increased by 46.49%.
- Between 2020 Q2 and 2025 Q1, net completions in the submarket area have averaged 399 units annually, and reached a peak of 351 units in 2023 Q3.
- Between 2020 Q2 and 2025 Q1, net absorption in the submarket area has averaged 403 units annually, and reached a peak of 272 units in 2021 Q2.

Multifamily Market Forecast Comparisons

Source: CoStar, Inc.; compiled by Integra Realty Resources, Inc.



Source: CoStar, Inc.; compiled by Integra Realty Resources, Inc.



Source: CoStar, Inc.; compiled by Integra Realty Resources, Inc.

Multifamily Market Outlook and Conclusions

Based on the key metro and submarket area trends, construction outlook, and the performance of competing properties, IRR expects the mix of property fundamentals and economic conditions in the Charlotte metro area to have a positive impact on the subject property's performance in the near-term.

Economic Concerns

The 2025 commercial real estate outlook indicates there are potential challenges ahead. Retail is at a crossroads, and the future of office space is unclear. Plus, supply chain issues persist, although inflation has been reduced following steadily increased interest rates by the Federal Reserve in 2022 and 2023. However, there are a few bright spots in the commercial real estate forecast. Multifamily properties continue to perform well, and the hot streak for industrial properties remains.

National and international geopolitical issues and market volatility combined with recent high inflation and interest rate hikes place the U.S. economy in uncharted territory. It's important to look at each of these macroeconomic factors:

- **Geopolitical issues:** The war in Ukraine and sanctions on Russia, as well as conflict in the Middle East, have had major global economic implications. While European countries may feel the greatest effects, the U.S. is still experiencing the conflicts' impacts. Most notably, the resulting sanctions and supply chain issues have driven up food, shelter, and energy prices.
- **Record-high inflation:** Record high inflation has slowed over recent months. However, these rising costs not only affect affordable and workforce housing, but also market rate housing. Many tech giants, for example, are concerned that their entry-level employees can't afford housing anywhere near Silicon Valley.
- **Rising interest rates:** The Federal Reserve decided to make a 50-basis point rate cut on September 18, 2024, and another 25-basis point rate cut on both November 7, 2024, and December 7, 2024. The target federal funds rate range has been adjusted to 4.25% to 4.50%.

The accompanying statement with the most recent rate cut signaled that the pace of easing monetary policy will likely slow in 2025. The Federal Reserve may implement two rate cuts in 2025. The Summary of Economic Projections (SEP) revised up its projections for economic growth and inflation in 2025 and 2026. With economic growth rising at a stronger rate than expected for this part of the cycle and inflation holding stubbornly above the 2.0% target, the Fed appears more cautious about the need for rate cuts. The economy is generally doing well, inflation isn't moving lower as quickly as it would like, and the labor market is still healthy. While the Fed appears to still believe that its policy is too restrictive, there are many policy unknowns on the horizon that could alter the outlook. There is also an uncertainty surrounding the recent tariff implementation by the current administration.

Property Analysis

Land Description and Analysis

| Land Description | |
|---------------------------|--|
| Land Area | 8.429 acres; 367,167 SF |
| Source of Land Area | Survey and Contract |
| Primary Street Frontage | Oakleaf Dr. |
| Shape | Irregular |
| Corner | No |
| Topography | Gently Sloping |
| Drainage | No problems reported or observed |
| Environmental Hazards | None reported or observed |
| Ground Stability | No problems reported or observed |
| Flood Area Panel Number | 45057C0232E |
| Date | May 16, 2017 |
| Zone | X |
| Description | Outside of 500-year floodplain |
| Insurance Required? | No |
| Zoning; Other Regulations | |
| Zoning Jurisdiction | City of Lancaster |
| Zoning Designation | B-3 |
| Description | General Commercial District |
| Legally Conforming? | Appears to be legally conforming |
| Zoning Change Likely? | Yes |
| Permitted Uses | A variety of general commercial uses characterized primarily by retail, office, and service establishments |
| Utilities | |
| Service | Provider |
| Water | City of Lancaster |
| Sewer | City of Lancaster |
| Electricity | Duke Energy |
| Local Phone | Various Providers |

We were provided with a letter from Lancaster Building, Planning, Zoning, and Licensing that confirms that multifamily development is permitted on the subject site. A copy of the document is included in the addenda.

We are not experts in the interpretation of zoning ordinances. An appropriately qualified land use attorney should be engaged if a determination of compliance with zoning is required.

Potential Development Density

The buyer under contract intends to develop 64 multifamily units.

Easements, Encroachments and Restrictions

A current title report was not provided for review. There are no apparent easements, encroachments, or restrictions that would adversely affect value. This valuation assumes no adverse impacts from easements, encroachments, or restrictions, and further assumes that the subject has clear and marketable title.

Conclusion of Site Analysis

Overall, the physical characteristics and the availability of utilities result in a functional site, suitable for a variety of uses including those permitted by zoning. Uses permitted by zoning include a variety of general commercial uses characterized primarily by retail, office, and service establishments. No other restrictions on development are apparent.



Subject Survey



View of Subject



View of Subject



View of Subject



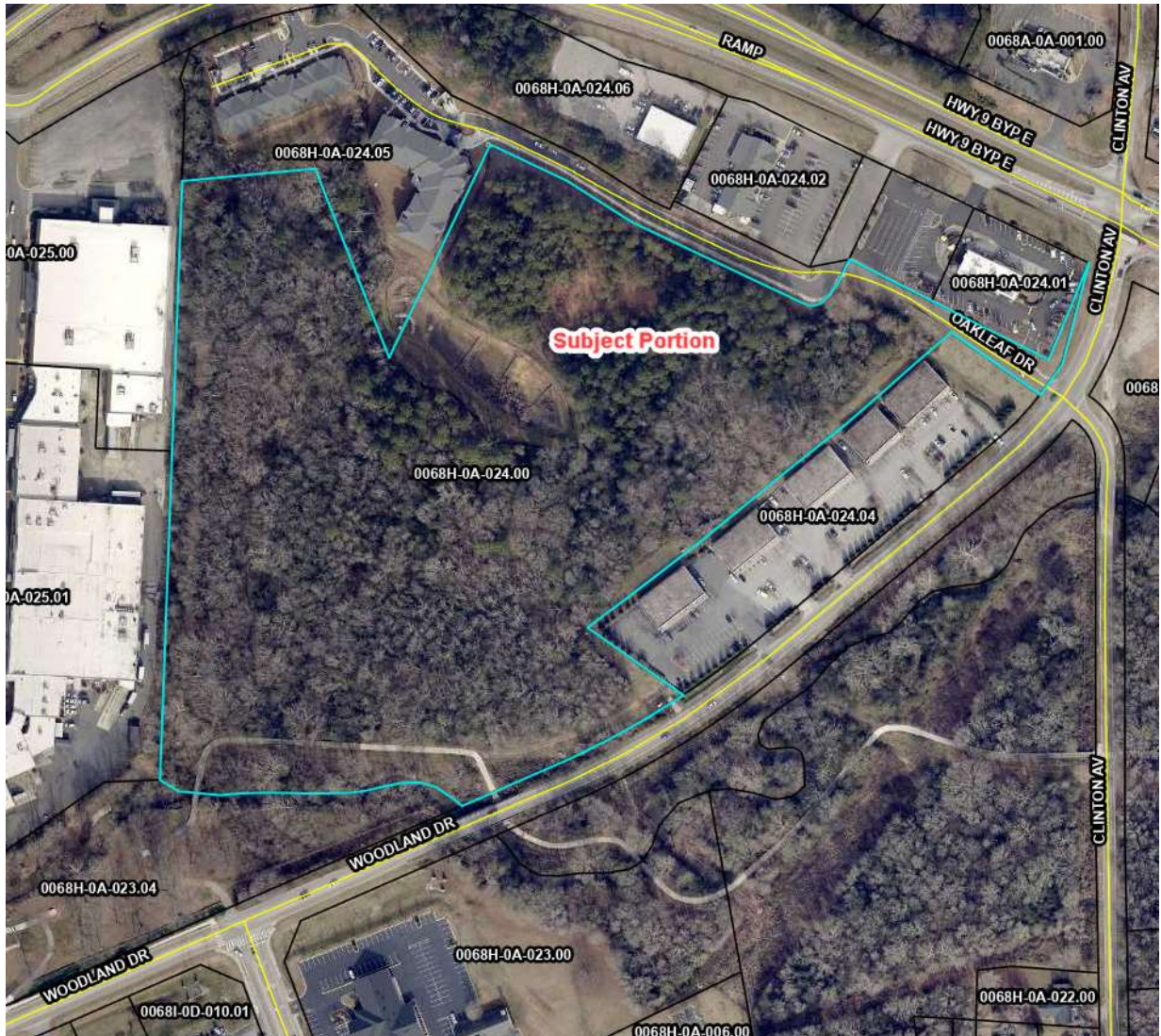
Street Scene Along Woodland Dr.



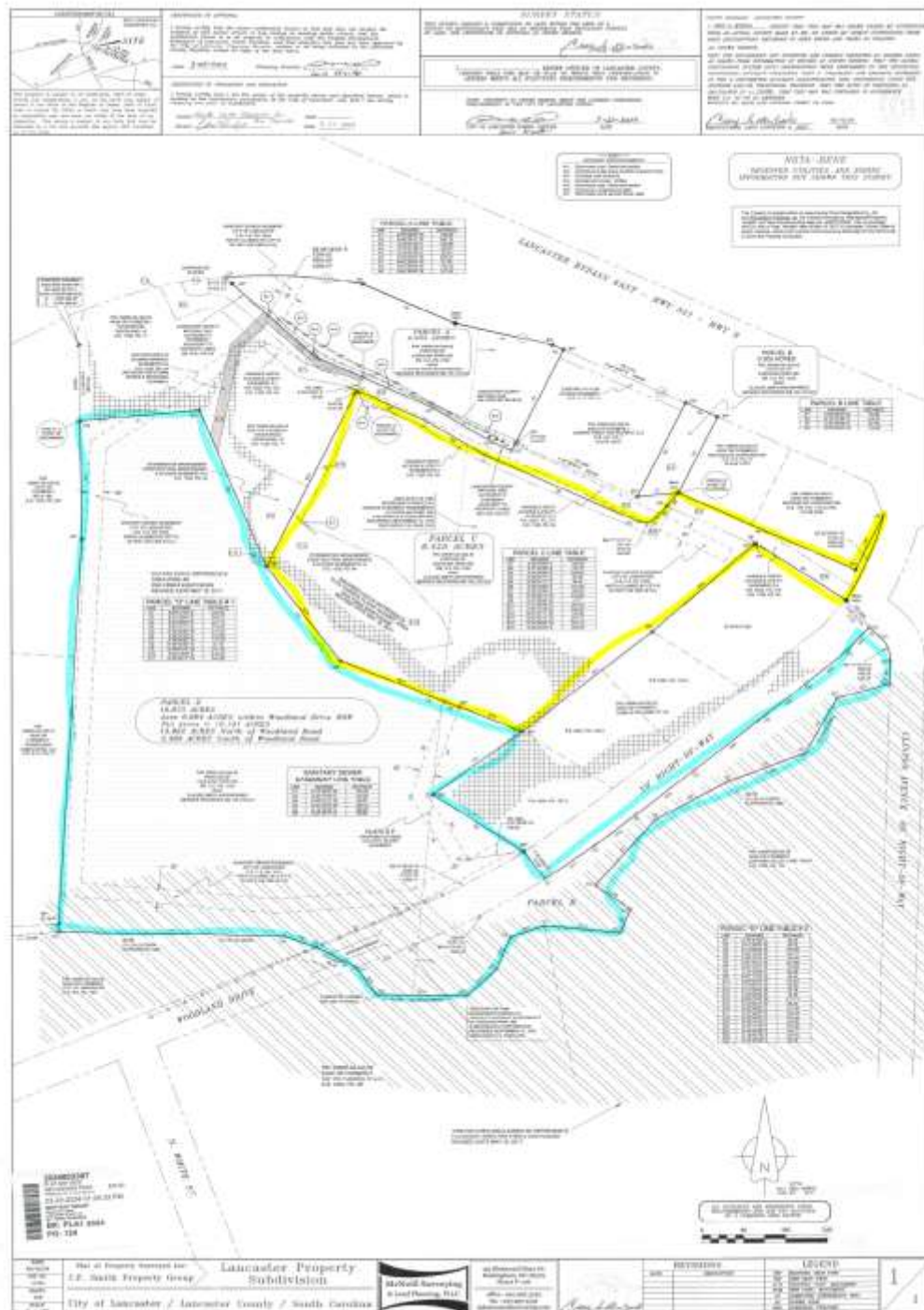
Street Scene Along Oakleaf Dr.

Tax Map Aerial

The subject is a portion (~8.429 acres) of the overall parcel.

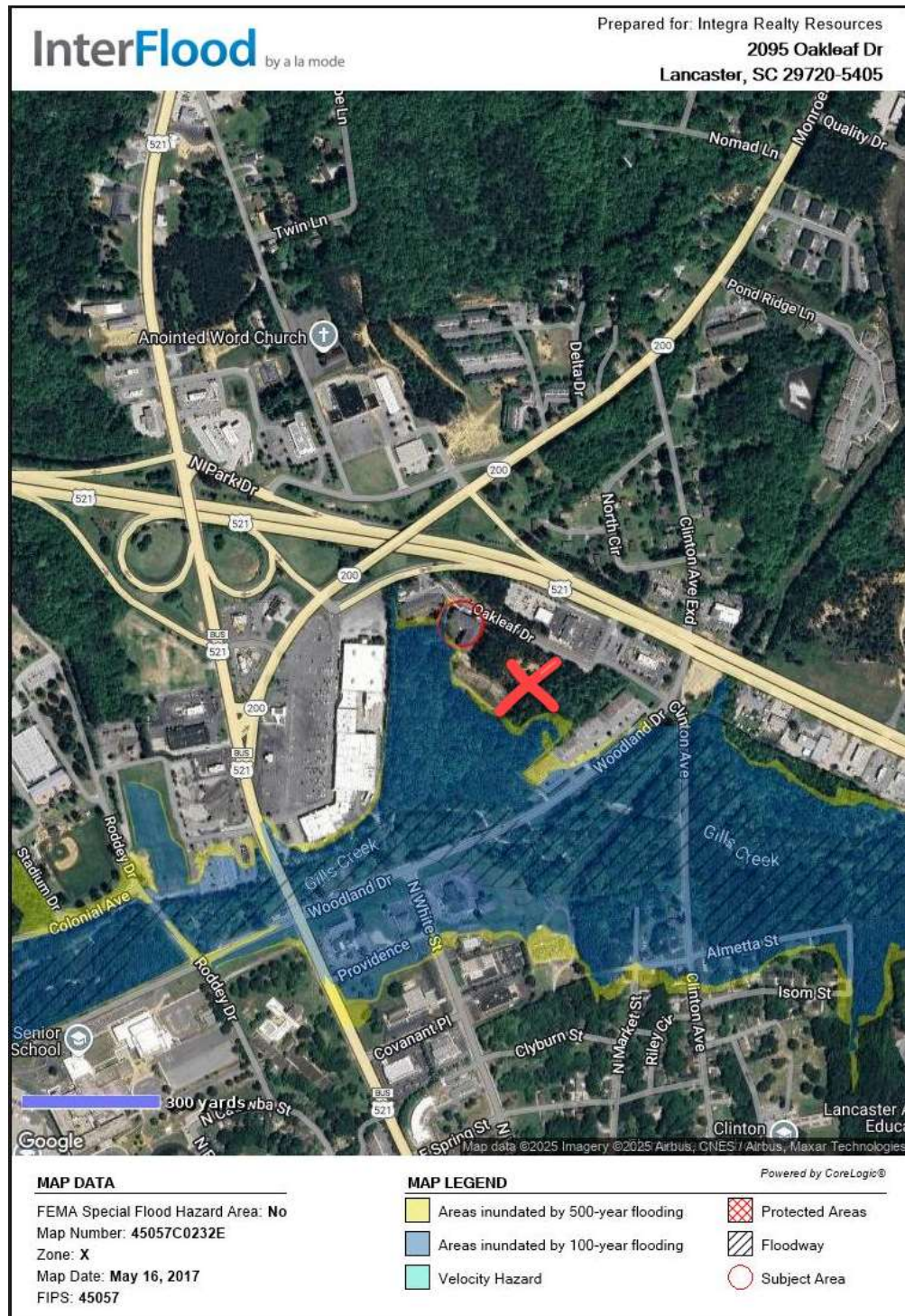


Survey



Flood Hazard Map

The southern portion of the subject is encroached by the flood zone. According to the site plans provided, the planned improvements will not be constructed in the flood hazard area.



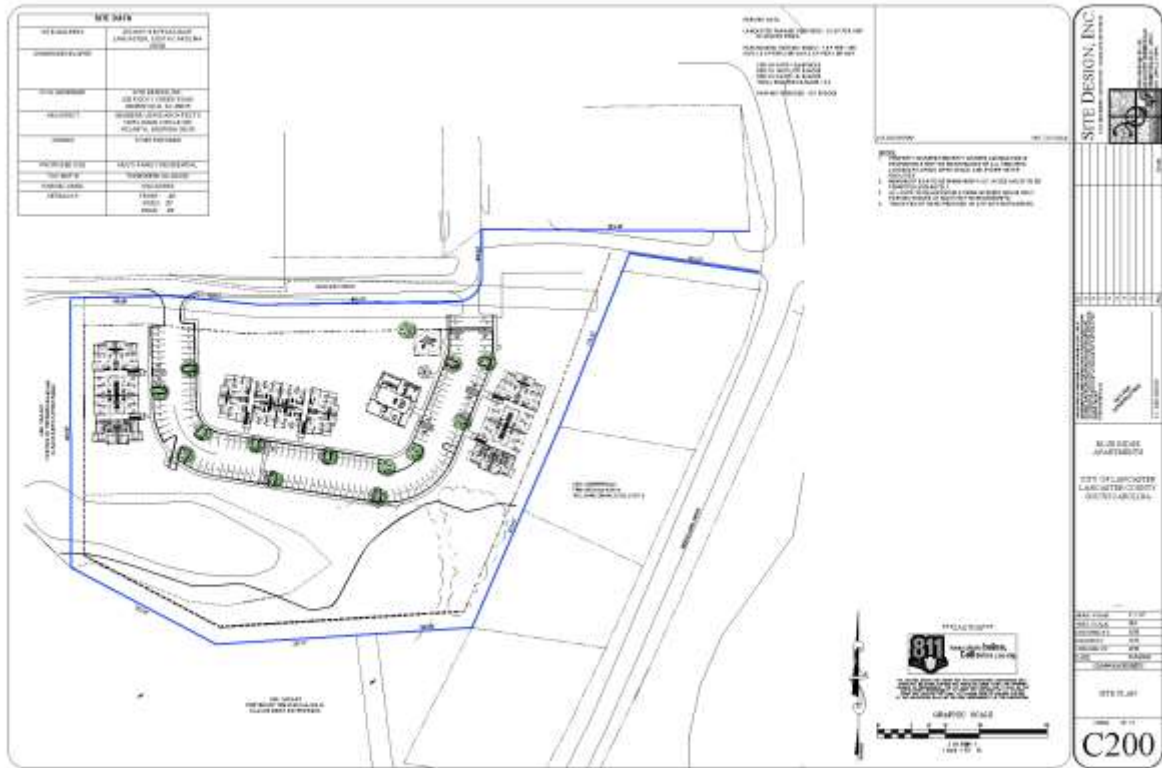
Zoning Map



- b1
- b2
- b3
- i
- mf
- mhp
- pdd1
- po
- r10
- r15
- r6



Site Plan



Real Estate Taxes

The real estate tax assessment of the subject is administered by the county. The South Carolina Real Property Valuation Reform Act of 2006 provides that any increase in the fair market value of real property attributable to the periodic countywide reassessment program is limited to fifteen percent of the prior year's fair market value. However, this limit does not apply to the fair market value of real property when an assessable transfer of interest (ATI) occurred in the year that the transfer value is first subject to tax. This means that all property sold during the year that is determined to be an ATI will be reassessed for the following year. Owners of such properties will receive a "Notice of Classification, Appraisal & Assessment of Real Estate" showing the ATI value for the year following the event with the reason for change being "ATI-Qualified Point of Sale".

In June of 2011, The SC Senate and House passed Point of Sale legislation that positively impacted the commercial real estate market in South Carolina. The approved Point of Sale legislation is applicable to all non-primary residential properties which are assessed at a six percent (6%) rate and include commercial properties, investment properties and second homes but excludes manufacturing properties assessed at 10.5% and owner-occupied residential that are assessed at 4%. Under the new law, properties will receive a 25% exemption from the sales value for taxation purposes.

An example of the change would be a commercial property is on the tax records and assessed at \$1,000,000 but the "Fair Market Value" according to the tax assessor's records is \$1,200,000. The property sells after December 31, 2010, for \$2,000,000. The sale value of \$2,000,000 is discounted by 25% to be \$1,500,000 which is established as the new Assessed Value. However, if the property sold for \$1,500,000, the 25% exemption would place the Assessed Value at \$1,125,000 which is below the Assessor's Fair Market Value of \$1,200,000 and therefore the Assessed Value would remain at \$1,200,000. The Assessor's "Fair Market Value" will be lowered if the property sells for less than the Assessor's Fair Market Value of record, provided it was an arm's length sale and the purchaser applies for a reduction.

In all cases the property owner MUST apply for the new ATI exemption by January 30th for it to apply. If not applied for within the time frame noted, the purchaser loses the exemption.

Taxes in South Carolina are based on:

$$\text{Taxable Value} \times \text{Assessment Ratio} = \text{Assessment}$$

$$\text{Assessment} \times \text{Millage Rate} = \text{Gross Taxes}$$

$$\text{Taxable Value times LOST Factor (if any)} = \text{LOST Credit}$$

$$\text{Gross Taxes Minus LOST Credit (if any)} = \text{Net Taxes}$$

The LOST factor is applied to the taxable value of a property. The LOST factor, available in some jurisdictions, is based on fiscal year retail sales and can change from year to year. In this analysis, we assume the LOST factor will remain the same as the prior year.

We estimate the 2025 taxes and assessments for the entire master parcel, of which the subject is a portion, based off Lancaster County's current taxable value. We also estimate the taxes and assessments for if just the subject portion were to sale at the contract price. Our projections include a 2% increase over the 2024 millage rates since the 2024 millage rates have not been released.

Our real estate tax projections are shown in the following table.

| Taxes and Assessments - 2025 Estimate | | | | | | | | | |
|---|---------------------|--------------|-------------|---------------------|-----------------|-----------------------|----------|--------------|----------|
| Tax ID | Assessed Value | | | Equalization Factor | Equalized Value | Taxes and Assessments | | | |
| | Land | Improvements | Total | | | Ad Valorem Tax Rate | Taxes | LOST Credits | Total |
| 0068H-0A-024.00 (entire parcel) | \$837,300 | \$631,900 | \$1,469,200 | 0.0400 | \$58,768 | 58.803% | \$34,557 | -\$12,256 | \$22,301 |
| Taxes and Assessments - If Sold at Contract Price | | | | | | | | | |
| Tax ID | Assessed Value | | | Equalization Factor | Equalized Value | Taxes and Assessments | | | |
| | Contract Sale Price | | Total | | | Ad Valorem Tax Rate | Taxes | LOST Credits | Total |
| Subject only | \$1,499,000 | | \$1,499,000 | 0.0400 | \$59,960 | 58.803% | \$35,258 | -\$12,505 | \$22,754 |

The master parcel's 2024 paid tax receipt is shown as follows.

| | | | | | |
|--|-----------------------------------|---------------------------------------|--|----------------------|--|
| Receipt #: 009243243 | | Status: Paid | Date Paid: 01/06/25 | Issue Date: 09/30/24 | Total Paid: \$38,562.41 |
| Tax Information | | | Property Information | | Taxes |
| Name: CLAUDE SMITH ENTERPRISES | | | Record Type: Real Estate | | County Tax: \$30,455.83 |
| Address: 100 MAGNOLIA RD STE 300 PINEHURST NC 27376 | | | Map Number: 0068H-0A-024.00 | | City Tax: \$20,362.65 |
| Tax Year: 2024 | | | Acres: 27.26 | | Fees: \$0.00 |
| District/Levy: 01 / 345.5 | | | Buildings: 1 | | Residential Exemption: \$0.00 |
| City/Levy: L / 231. | | | Description: 270 HWY 9 BYP DB C-6 2100 | | Homestead Exemption: \$0.00 |
| Total Appraisal: 1,469,200 | | | | | Other Exemptions: \$0.00 |
| Total Assessed: 88,150 | | | | | Local Option Credit: \$12,256.07 |
| Assessment Ratio: 6% | Land Appraisal: 837,300 | Building Appraisal: 631,900 | | | |
| | | | | | Total Taxes: \$38,562.41 |

Highest and Best Use

The highest and best use of a property is the reasonably probable use resulting in the highest value, and represents the use of an asset that maximizes its productivity.

Process

Before a property can be valued, an opinion of highest and best use must be developed for the subject site, both as though vacant, and as improved or proposed. By definition, the highest and best use must be:

- Physically possible.
- Legally permissible under the zoning regulations and other restrictions that apply to the site.
- Financially feasible.
- Maximally productive, i.e., capable of producing the highest value from among the permissible, possible, and financially feasible uses.

As Though Vacant

First, the property is evaluated as though vacant, with no improvements.

Physically Possible

The physical characteristics of the site do not appear to impose any unusual restrictions on development. Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses.

Legally Permissible

The site is zoned B-3, General Commercial District. Permitted uses include a variety of general commercial uses characterized primarily by retail, office, and service establishments. Per document provided, multifamily development is also an allowed use. There are no apparent legal restrictions, such as easements or deed restrictions, effectively limiting the use of the property. Given prevailing land use patterns in the area and the subject's location, only multifamily use is given further consideration in determining highest and best use of the site, as though vacant.

Financially Feasible

Based on the accompanying analysis of the market, there is currently adequate demand for multifamily use in the subject's area. It appears a newly developed multifamily use on the site would have a value commensurate with its cost. Therefore, multifamily use is considered to be financially feasible.

Maximally Productive

There does not appear to be any reasonably probable use of the site that would generate a higher residual land value than multifamily use. Accordingly, multifamily use, developed to the normal market density level permitted by zoning, is the maximally productive use of the property.

Conclusion

Development of the site for multifamily use is the only use which meets the four tests of highest and best use. Therefore, it is concluded to be the highest and best use of the property as though vacant.

As Improved

No improvements are situated on the subject. Therefore, a highest and best analysis as improved is not applicable.

Most Probable Buyer

Taking into account the characteristics of the site, as well as area development trends, the probable buyer is a developer.

Valuation

Valuation Methodology

Appraisers usually consider three approaches to estimating the market value of real property. These are the cost approach, sales comparison approach and the income capitalization approach.

The **cost approach** assumes that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility. This approach is particularly applicable when the improvements being appraised are relatively new and represent the highest and best use of the land or when the property has unique or specialized improvements for which there is little or no sales data from comparable properties.

The **sales comparison approach** assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. This approach is especially appropriate when an active market provides sufficient reliable data. The sales comparison approach is less reliable in an inactive market or when estimating the value of properties for which no directly comparable sales data is available. The sales comparison approach is often relied upon for owner-user properties and vacant land.

The **income capitalization approach** reflects the market's perception of a relationship between a property's potential income and its market value. This approach converts the anticipated net income from ownership of a property into a value indication through capitalization. The primary methods are direct capitalization and discounted cash flow analysis, with one or both methods applied, as appropriate. This approach is widely used in appraising income-producing properties.

Reconciliation of the various indications into a conclusion of value is based on an evaluation of the quantity and quality of available data in each approach and the applicability of each approach to the property type.

The methodology employed in this assignment is summarized as follows:

| Approaches to Value | | |
|--------------------------------|--------------------------|-------------------|
| Approach | Applicability to Subject | Use in Assignment |
| Cost Approach | Not Applicable | Not Utilized |
| Sales Comparison Approach | Applicable | Utilized |
| Income Capitalization Approach | Not Applicable | Not Utilized |

Sales Comparison Approach

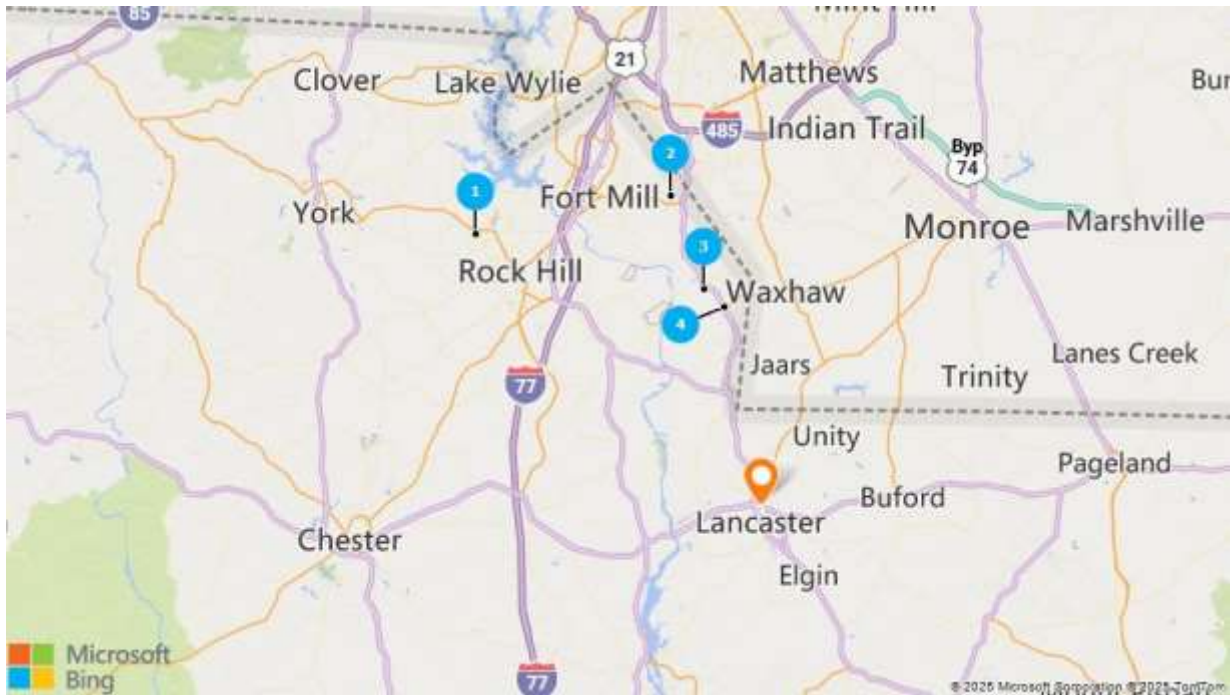
To develop an opinion of the subject's land value, as though vacant and available to be developed to its highest and best use, the sales comparison approach is used. This approach develops an indication of value by researching, verifying, and analyzing sales of similar properties. The research focused on transactions within the following parameters:

- Location: Our initial search focused on Lancaster County and was expanded to include the adjacent York County for additional support
- Size: 2 to 15 acres
- Use: Commercial and Multifamily Development Sites were considered
- Transaction Date: January 2022 to Present

For this analysis, price per acre is used as the appropriate unit of comparison because market participants typically compare sale prices and property values on this basis. The most relevant sales are summarized in the following table:

| Summary of Comparable Land Sales | | | | | | | |
|----------------------------------|---|----------------------|-------------|------------------|--------------------------------|---------------|-----------|
| No. | Name/Address | Sale Date; Status | Sale Price | SF; Acres | Zoning | \$/SF Land | \$/Acre |
| 1 | 7.80 Acres 2871 Heckle Blvd. Rock Hill York County SC | Dec-24 Closed | \$1,450,000 | 339,768 7.80 | GC | \$4.27 | \$185,897 |
| 2 | Commercial Land-2.54 Acres 9843 Calvin Hall Rd. Indian Land Lancaster County SC Comments: Land value only - existing improvements offer no contributory value. | Dec-22 Closed | \$490,000 | 110,642 2.54 | PB/Lancaster | \$4.43 | \$192,913 |
| 3 | Commercial Land - Self Storage Site West of Charles Pettus Road and East of Va Lancaster Lancaster County SC Comments: Buyer plans to build a self storage. | Oct-22 Closed | \$2,100,000 | 591,109 13.57 | GB | \$3.55 | \$154,753 |
| 4 | Commercial Land Southeast Corner of Walnut Creek Pkwy an Lancaster Lancaster County SC Comments: Purchased for the potential development of a self-storage facility with some out parcels. | Apr-22 Closed | \$1,350,000 | 439,956 10.10 | PDD-Hwy Corridor Overlay | \$3.07 | \$133,663 |
| | Subject Proposed Multifamily Vacant Land Lancaster, SC | | | 367,167 8.43 | B-3 | | |

Comparable Land Sales Map





Sale 1
7.80 Acres



Sale 2
Commercial Land-2.54 Acres



Sale 3
Commercial Land - Self Storage Site



Sale 4
Commercial Land

Analysis and Adjustment of Sales

Adjustments are based on a rating of each comparable sale in relation to the subject. The adjustment process is typically applied through either quantitative or qualitative analysis, or a combination of both analyses. Quantitative adjustments are often developed as dollar or percentage amounts, and are most credible when there is sufficient data to perform a paired sales analysis.

While percentage adjustments are presented in the adjustment grid, they are based on qualitative judgment rather than empirical research, as there is not sufficient data to develop a sound quantitative estimate. Although the adjustments appear to be mathematically precise, they are merely intended to illustrate an opinion of typical market activity and perception. With the exception of market conditions, the adjustments are based on a scale, with a minor adjustment in the range of 1-5% and a substantial adjustment considered to be 20% or greater.

The rating of each comparable sale in relation to the subject is the basis for the adjustments. If the comparable is superior to the subject, its sale price is adjusted downward to reflect the subject's relative attributes; if the comparable is inferior, its price is adjusted upward.

Transactional adjustments are applied for property rights conveyed, financing, conditions of sale, expenditures made immediately after purchase, and market conditions. In addition, property adjustments include – but are not limited to – location, access/exposure, size, quality, effective age, economic and legal characteristics, and non-realty components of value. Adjustments are considered for the following factors, in the sequence shown below.

Transactional Adjustments

Real Property Rights Conveyed

The opinion of value in this report is based on a fee simple estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat, as well as non-detrimental easements, community facility districts, and conditions, covenants and restrictions (CC&Rs). All the comparables represent fee simple estate transactions. Therefore, adjustments for property rights are not necessary.

Financing Terms

In analyzing the comparables, it is necessary to adjust for financing terms that differ from market terms. Typically, if the buyer retained third-party financing (other than the seller) for the purpose of purchasing the property, a cash price is presumed and no adjustment is required. However, in instances where the seller provides financing as a debt instrument, a premium may have been paid by the buyer for below-market financing terms, or a discount may have been demanded by the buyer if the financing terms were above market. The premium or discounted price must then be adjusted to a cash equivalent basis. The comparable sales represented cash-to-seller transactions and, therefore, do not require adjustment.

Conditions of Sale

Adverse conditions of sale can account for a significant discrepancy from the sale price actually paid, compared to that of the market. This discrepancy in price is generally attributed to the motivations of the buyer and the seller. Certain conditions of sale are considered non-market and may include the following:

- a seller acting under duress (e.g., eminent domain, foreclosure);
- buyer motivation (e.g., premium paid for assemblage, certain 1031 exchanges);
- a lack of exposure to the open market;
- an unusual tax consideration;
- a sale at legal auction.

None of the comparable sales had atypical or unusual conditions of sale. Thus, adjustments are not necessary.

Expenditures Made Immediately After Purchase

This category considers expenditures incurred immediately after the purchase of a property. There were no expenditures reported for any of the sites. No adjustments are required for expenditures after sale.

Market Conditions

A market conditions adjustment is applied when market conditions at the time of sale differ from market conditions as of the effective date of value. Adjustments can be positive when prices are rising, or negative when markets are challenged by factors such as a deterioration of the economy or adverse changes in supply and/or demand in the market area. Consideration must also be given to when the property was placed under contract, versus when the sale actually closed.

In evaluating market conditions, changes between the comparable sale date and the effective date of this appraisal may warrant adjustment; however, if market conditions have not changed, then no adjustment is required.

The sales took place from April 2022 to December 2024. Market conditions have generally been strengthening. The adjustment grid accounts for this trend with upward adjustments over this period through the effective date of value.

Property Adjustments**Location**

Factors considered in evaluating location include, but are not limited to, demographics, growth rates, surrounding uses and property values.

Sale 3 is similar to the subject. No adjustment is necessary. Sales 1 and 2 are adjusted downward for superior location. Sale 4 is adjusted upward for inferior location.

Access/Exposure

Convenience to transportation facilities, ease of site access, and overall visibility of a property can have a direct impact on property value. High visibility, however, may not translate into higher value if it is not accompanied by good access. In general, high visibility and convenient access, including proximity to major linkages, are considered positive amenities when compared to properties with inferior attributes.

All of the comparables are similar to the subject. No adjustments are necessary.

Size

Due to economies of scale, the market exhibits an inverse relationship between land area and price per square foot, such that larger sites generally sell for a lower price per square foot than smaller lots, all else being equal. To account for this relationship, applicable adjustments are applied for differences in land area. The comparables that are larger than the subject are adjusted upward, and vice versa.

Sale 1 is similar to the subject and requires no adjustment. Sale 2 is smaller than the subject, and a downward adjustment is applied. Sales 3 and 4 are larger than the subject and require upward adjustments.

Shape and Topography

This category accounts for the shape of the site influencing its overall utility and/or development potential, as well as the grade of the land.

All of the comparables are similar to the subject. No adjustments are necessary.

Zoning

This element of comparison accounts for government regulations that can affect the types and intensities of uses allowable on a site. Moreover, this category includes considerations such as allowable density or floor area ratio, structure height, setbacks, parking requirements, landscaping, and other development standards. The subject has a zoning designation of B-3 - General Commercial District.

All of the comparables are similar to the subject. No adjustments are necessary.

Utilities

Sites with public utilities available are considered more desirable relative to properties requiring utility extensions, or those that need a private well and/or septic system. Properties without public utilities available typically require higher development costs, all else being equal.

Sales 1 and 4 are similar to the subject and require no adjustment. Sales 2 and 3 are inferior to the subject. Upward adjustments are applied.

Adjustments Summary

The sales are compared to the subject and adjusted to account for material differences that affect value. The following table summarizes the adjustments applied to each sale.

| Land Sales Adjustment Grid | | | | | |
|--|----------------------------------|------------------------------|-----------------------------|---|---|
| | Subject | Comparable 1 | Comparable 2 | Comparable 3 | Comparable 4 |
| Name | Proposed Multifamily Vacant Land | 7.80 Acres | Commercial Land- 2.54 Acres | Commercial Land - Self Storage Site | Commercial Land |
| Address | Oakleaf Dr. | 2871 Heckle Blvd. | 9843 Calvin Hall Rd. | West of Charles Pettus Road and East of Van Wyck Road | Southeast Corner of Walnut Creek Pkwy and Charlotte Highway |
| City | Lancaster | Rock Hill | Indian Land | Lancaster | Lancaster |
| County | Lancaster | York | Lancaster | Lancaster | Lancaster |
| State | South Carolina | SC | SC | SC | SC |
| Sale Date | | Dec-24 | Dec-22 | Oct-22 | Apr-22 |
| Sale Status | | Closed | Closed | Closed | Closed |
| Sale Price | | \$1,450,000 | \$490,000 | \$2,100,000 | \$1,350,000 |
| Square Feet | 367,167 | 339,768 | 110,642 | 591,109 | 439,956 |
| Acres | 8.429 | 7.800 | 2.540 | 13.570 | 10.100 |
| Corner | No | Yes | Yes | No | Yes |
| Shape | Irregular | Irregular | Irregular | Irregular | Irregular |
| Topography | Gently Sloping | Level | Gently Sloping | Gently Sloping | Level |
| Sewer | Yes | Yes | No | No | Yes |
| Water | Yes | Yes | No | No | Yes |
| Zoning Code | B-3 | GC | PB/Lancaster | GB | PDD-Hwy Corridor Overlay |
| Price per Acre | | \$185,897 | \$192,913 | \$154,753 | \$133,663 |
| Transactional Adjustments | | | | | |
| Property Rights | | Fee Simple | Fee Simple | Fee Simple | Fee Simple |
| % Adjustment | | — | — | — | — |
| Financing Terms | | Cash to seller | Cash to seller | Cash to seller | Cash to seller |
| % Adjustment | | — | — | — | — |
| Conditions of Sale | | Arm's-length | Arms-length | Arm's-length | Arm's-length |
| % Adjustment | | — | — | — | — |
| Expenditures Made Immediately After Purchase | | — | — | — | — |
| \$ Adjustment | | — | — | — | — |
| Market Conditions | 5/4/2025 | Dec-24 | Dec-22 | Oct-22 | Apr-22 |
| Annual % Adjustment | 3% | 1% | 7% | 8% | 9% |
| Cumulative Adjusted Price | | \$187,756 | \$206,417 | \$167,133 | \$145,693 |
| Property Adjustments | | | | | |
| Location | | -5% | -5% | — | 10% |
| Access/Exposure | | — | — | — | — |
| Size | | — | -10% | 5% | 5% |
| Shape and Topography | | — | — | — | — |
| Zoning | | — | — | — | — |
| Utilities | | — | 5% | 5% | — |
| Net Property Adjustments (\$) | | -\$9,388 | -\$20,642 | \$16,713 | \$21,854 |
| Net Property Adjustments (%) | | -5% | -10% | 10% | 15% |
| Final Adjusted Price | | \$178,369 | \$185,776 | \$183,847 | \$167,547 |
| Range of Adjusted Prices | | \$167,547 - \$185,776 | | | |
| Average | | \$178,884 | | | |
| Indicated Value | | \$178,000 | | | |

Land Value Conclusion

Prior to adjustments, the sales reflect a range of \$133,663 - \$192,913 per acre. After adjustment, the range is narrowed to \$167,547 - \$185,776 per acre, with an average of \$178,884 per acre. To arrive at an indication of value, general weight is given to each sale, and we conclude near the average.

Based on the preceding analysis, the land value conclusion for the subject is presented as follows:

| Land Value Conclusion | |
|------------------------------|-------------|
| Indicated Value per Acre | \$178,000 |
| Subject Acres | 8.429 |
| Indicated Value | \$1,500,362 |
| Rounded | \$1,500,000 |

Reconciliation and Conclusion of Value

As discussed previously, only the sales comparison approach is used to develop an opinion of value for the subject. The cost and income approaches are not applicable, and are not used.

Based on the preceding valuation analysis and subject to the definitions, assumptions, and limiting conditions expressed in the report, the concluded value opinion follows:

| Value Conclusion | | | |
|--------------------------------|--------------------|---------------|------------------|
| Value Type & Appraisal Premise | Interest Appraised | Date of Value | Value Conclusion |
| Market Value As Is | Fee Simple | May 4, 2025 | \$1,500,000 |

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. None

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Exposure Time

Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Based on the concluded market value stated previously, the probable exposure time is 6-12 months.

Marketing Period

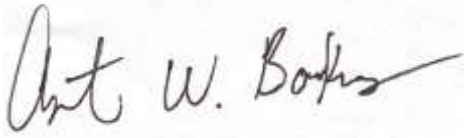
Marketing time is an estimate of the amount of time it might take to sell a property at the concluded market value immediately following the effective date of value. The subject's marketing period is estimated at 6-12 months.

Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice as well as applicable state appraisal regulations.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. Austin W. Bouknight has made a personal inspection of the property that is the subject of this report. Elizabeth B. Keys has not personally inspected the subject.
12. No one provided significant real property appraisal assistance to the persons signing this certification.
13. We have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.

14. As of the date of this report, Elizabeth B. Keys has completed the continuing education program for Practicing Affiliates of the Appraisal Institute.



Austin W. Bouknight
South Carolina State Certified General Real
Estate Appraiser #8375



Elizabeth B. Keys
South Carolina State Certified General Real
Estate Appraiser #4794

Assumptions and Limiting Conditions

This appraisal and any other work product related to this engagement are limited by the following standard assumptions, except as otherwise noted in the report:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal and any other work product related to this engagement are subject to the following limiting conditions, except as otherwise noted in the report:

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal

- covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.
7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
 8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability; and civil, mechanical, electrical, structural and other engineering and environmental matters. Such considerations may also include determinations of compliance with zoning and other federal, state, and local laws, regulations and codes.
 9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.
 10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the persons signing the report.
 11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.
 12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
 13. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
 14. Unless otherwise stated in the report, no consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
 15. The current purchasing power of the dollar is the basis for the values stated in the appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
 16. The values found herein are subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.
 17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic

- conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.
18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
 19. The appraisal report is prepared for the exclusive benefit of you, your subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.
 20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property. IRR - Columbia, Integra Realty Resources, Inc., and their respective officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.
 21. The persons signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. However, we are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.
 22. We are not a building or environmental inspector. The Integra Parties do not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.
 23. The appraisal report and value conclusions for an appraisal assume the satisfactory completion of construction, repairs or alterations in a workmanlike manner.
 24. **IRR - Columbia is an independently owned and operated company. The parties hereto agree that Integra shall not be liable for any claim arising out of or relating to any appraisal report or any information or opinions contained therein as such appraisal report is the sole and exclusive responsibility of IRR - Columbia. In addition, it is expressly agreed that in any**

- action which may be brought against the Integra Parties arising out of, relating to, or in any way pertaining to the engagement letter, the appraisal reports or any related work product, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further expressly agreed that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the assignment (unless the appraisal was fraudulent or prepared with intentional misconduct). It is expressly agreed that the fees charged herein are in reliance upon the foregoing limitations of liability.**
25. IRR - Columbia is an independently owned and operated company, which has prepared the appraisal for the specific intended use stated elsewhere in the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report or any other work product related to the engagement (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).
26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. The Integra Parties are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.
27. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.

28. The appraisal is also subject to the following:

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. None

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Addendum A

Appraiser Qualifications

Austin W. Bouknight

Experience

Started as an Analyst with Integra Realty Resources – Columbia in July 2022.

Appraisal work has included a variety of property types such as vacant land, industrial, multifamily, retail, office, subdivision, hotel, self-storage, eminent domain, and special purpose properties

Licenses

South Carolina, Certified General Appraiser, 8375, Expires June 2026

Education

Bachelor of Science in Business Administration, University of South Carolina (2014)

Appraisal courses completed as follows:

Basic Appraisal Principles

Basic Appraisal Procedures

USPAP

Supervisor/Trainee Course

Statistics, Modeling, and Finance

General Appraiser Market Analysis Highest and Best Use

General Appraiser Sales Comparison Approach

General Appraiser Site Valuation and Cost Approach

General Appraiser Income Approach

General Report Writing and Case Studies

Expert Witness for Commercial Appraisers

Commercial Appraisal Review

**Integra Realty
Resources - Columbia**

1623 Lake Murray Blvd
Columbia, SC 29212

T 803.772.8282

F 803.772.0087

irr.com



South Carolina Department of Labor, Licensing and Regulation
Real Estate Appraisers Board



CERTIFIES THAT:
AUSTIN WAYNE BOUKNIGHT
IS AUTHORIZED TO PRACTICE
Certified General Appraiser

LICENSE NO.
AB .8375 CG

EXPIRATION DATE: 06/30/2026

To verify current license status, go to <http://verify.llronline.com/LicLookup/LookupMain.aspx>

Elizabeth B. Keys

Experience

Senior Analyst for Integra Realty Resources Columbia with over 20 years of commercial real estate valuation and advisory experience. Entered the real estate appraisal field in September 2003 appraising real property for the purpose of eminent domain (rights of way acquisition) and residential properties with the A. R. Martin Co. From March 2005 to May 2006 appraised commercial, residential and rural properties for tax assessment purposes. Joined the Columbia, South Carolina office of Integra Realty Resources in May 2006.

Valuation assignments have been completed on the following property types:

Eminent Domain projects: Carolina Crossroads Richland and Lexington County, A variety of road widening, grant projects, and utility projects throughout South Carolina. Properties appraised include commercial, residential and vacant land.

Residential: Complex single family residential; condominium, multifamily

Commercial: Vacant land, office buildings, mobile home parks, retail stores, shopping centers, quick lube automotive and restaurants

Industrial: Warehouses, light industrial properties, manufacturing

Special Purpose: Subdivisions, hotels, golf courses, schools, cemeteries, churches, breweries, build to rent subdivisions, going concern valuation of a variety of property types.

Professional Activities & Affiliations

Member: International Right of Way Association (IRWA)

Member: Appraisal Institute

President: South Carolina Professional Appraisers Coalition (SCPAC) , December 2022

Licenses

South Carolina, State Certified General Real Estate Appraiser, 4794, Expires June 2026

Georgia, Certified General Real Property Appraiser, 433304, Expires March 2026

Education

Bachelor of Science Degree in Business, University of South Carolina 1991.

Successfully completed real estate related courses and seminars sponsored by the Appraisal Institute and accredited education providers.

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State of South Carolina
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board

ELIZABETH B KEYS

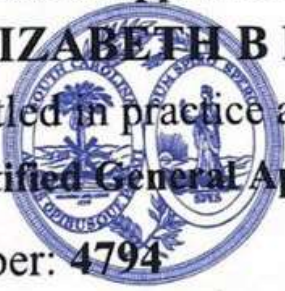
Is hereby entitled in practice as a:

Certified General Appraiser

License Number: **4794**

Expiration Date: 06/30/2026

POCKET CARD


Laura L. Smith
Board Executive

About IRR

Integra Realty Resources, Inc. (IRR) provides world-class commercial real estate valuation, counseling, and advisory services. Routinely ranked among leading property valuation and consulting firms, we are now the largest independent firm in our industry in the United States, with local offices coast to coast and in the Caribbean.

IRR offices are led by MAI-designated Senior Managing Directors, industry leaders who have over 25 years, on average, of commercial real estate experience in their local markets. This experience, coupled with our understanding of how national trends affect the local markets, empowers our clients with the unique knowledge, access, and historical perspective they need to make the most informed decisions.

Many of the nation's top financial institutions, developers, corporations, law firms, and government agencies rely on our professional real estate opinions to best understand the value, use, and feasibility of real estate in their market.

Local Expertise...Nationally!

irr.com



Addendum B

IRR Quality Assurance Survey

IRR Quality Assurance Survey

We welcome your feedback!

At IRR, providing a quality work product and delivering on time is what we strive to accomplish. Our local offices are determined to meet your expectations. Please reach out to your local office contact so they can resolve any issues.

Integra Quality Control Team

Integra does have a Quality Control Team that responds to escalated concerns related to a specific assignment as well as general concerns that are unrelated to any specific assignment. We also enjoy hearing from you when we exceed expectations! You can communicate with this team by clicking on the link below. If you would like a follow up call, please provide your contact information and a member of this Quality Control Team will call contact you.

Link to the IRR Quality Assurance Survey: quality.irr.com

Addendum C

Property Information (Deeds, Contract, Utility Letters)

5/11/25, 9:45 PM

qPublic.net - Lancaster County, SC - Report: 0068H-0A-024.00

Lancaster County, SC

Parcel Summary

Parcel ID 0068H-0A-024.00
 Account # 8711
 Millage Group 011L - City - City of Lancaster
 Land Size 24.62 ACRES
 Location Address HWY 9 BYP E
 Lancaster 29720
 Zoning CITY: City of Lancaster
 Neighborhood 24
 Property Use Code Non Qualified Commercial (NCOM)
 Plat Book 2024
 Plat Page 124
 Block#
 Lot#

Scanned Property Card

Property Card

Note: Property Cards are current as of 4/1/2020 and are no longer updated

Owner Information

CLAUDE SMITH ENTERPRISES
 100 MAGNOLIA RD STE 300
 PINEHURST NC 27376

Land Information

| Land Use | Number of Units | Unit Type | Land Type | Frontage | Depth | AgUse Value |
|-------------|-----------------|-----------|-----------|----------|-------|-------------|
| Comm (NCOM) | 24.62 | ACRES | SITE | 0 | 0 | \$0 |

Sales Information

| Sale Date | Sale Price | Instrument Number | Deed Book | Deed Page | Sale Qualification | Vacant or Improved | Grantor | Grantee |
|-----------|------------|----------------------|-----------|-----------|--|--------------------|--------------------------|--------------------------|
| 8/27/1976 | \$0 | DEED | C-6 | 2100 | Qualified | Improved | CLAUDE SMITH ENTERPRISES | CLAUDE SMITH ENTERPRISES |
| 1/15/1971 | \$125,000 | DEED | A-6 | 1901 | Unqualified - SOLD DOES NOT MATCH APPRAISAL RECORD | Improved | CLAUDE SMITH ENTERPRISES | |

Assessed Values

| | 2024 | 2023 | 2022 | 2021 |
|------------------------------|-------------|-------------|-------------|-------------|
| Market Land Value | \$837,300 | \$842,000 | \$842,000 | \$842,000 |
| + Market Improvement Value | \$599,900 | \$599,900 | \$599,900 | \$599,900 |
| + Market Misc Value | \$32,000 | \$32,000 | \$32,000 | \$32,000 |
| = Total Market Value | \$1,469,200 | \$1,473,900 | \$1,473,900 | \$1,473,900 |
| Taxable Land Value | \$837,300 | \$842,000 | \$842,000 | \$842,000 |
| + Taxable Improvement Value | \$599,900 | \$599,900 | \$599,900 | \$599,900 |
| + Taxable Misc Value | \$32,000 | \$32,000 | \$32,000 | \$32,000 |
| - Ag Credit Value | \$0 | \$0 | \$0 | \$0 |
| = Total Taxable Value | \$1,469,200 | \$1,473,900 | \$1,473,900 | \$1,473,900 |
| Assessed Land Value | \$50,238 | \$50,520 | \$50,520 | \$50,520 |
| + Assessed Improvement Value | \$35,994 | \$35,994 | \$35,994 | \$35,994 |
| + Assessed Misc Value | \$1,920 | \$1,920 | \$1,920 | \$1,920 |
| = Total Assessed Value | \$88,152 | \$88,434 | \$88,434 | \$88,434 |

Sketches



| | |
|---|--|
| <p style="text-align: center; font-size: 1.2em; font-weight: bold;">State of South Carolina,</p> <p style="text-align: center;">COUNTY OF LANCASTER.</p> <p style="text-align: center; font-weight: bold;">Know All Men by These Presents, That I, Claude F. Smith, Jr.</p> <p>in the State aforesaid, for and in consideration of the</p> <p>sum of FIVE AND NO/100 (\$5.00) DOLLARS AND PLACING TITLE IN THE OWNER</p> <p>to be paid by Carolina Park, Inc.</p> <p>in the State aforesaid</p> <p>have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said</p> <p>Carolina Park, Inc., its successors and assigns;</p> <p>FIRST PARCEL: Being a tract or parcel of land, containing 39.483 acres, more or less, bounded on the West by the lands of Springs Cotton Mills; on the North by South Carolina Highway 200, and the Bypass between Fort Lawn and Kershaw; on the East by Clinton Avenue, and the South by Gills Creek, more particularly described in the survey plat entitled "Property of J. W. Evans, Sr." dated April 8, 1967.</p> <p>SECOND PARCEL: Being a certain tract or parcel of land located at the southerly corner of the intersection of Clinton Avenue with the Bypass from Fort Lawn to Kershaw and more particularly described as follows: BEGINNING at a point in the westerly margin of the right-of-way of Clinton Avenue, which said point is North 3 degree 19' East 241.1 feet from the intersection of the westerly right-of-way line of Clinton Avenue with the center line of Gills Creek and running from said beginning point North 63 degree 03' West 150 feet to a stake; thence North 3 degree 19' East 150 feet to a stake; thence parallel with the first line South 63 degree 03' East 150 feet to an iron stake; thence parallel with the second line 3 degree 19' West 150 feet to the beginning point or place of beginning.</p> <p>First and Second Parcel being a portion of the property conveyed to J. W. Evans by Deeds of Lee O. Montgomery, C.C.P.L.C. on December 9th, 1942 recorded in Deed Book K-3 at Page 85 on February 5th, 1943, and by deed of E. P. Plyler and Bessie R. Plyler on March 19th, 1943 recorded in Deed Book O-3 at Page 88 on March 22, 1943.</p> | <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <p style="font-size: 0.8em; margin: 0;">TITLE TO REAL ESTATE Form 34</p> <p style="font-size: 0.7em; margin: 0;">The S. L. Ryan Company, Columbia, S. C.</p> </div> |
|---|--|

ASSESSOR'S OFFICE

Received 9-2-76

Map Code 68-H/A/24

Portion of _____

STATE OF SOUTH CAROLINA, }
COUNTY. } *Donald M. Dawkins*

PERSONALLY appeared before me *Donald M. Dawkins*
and made oath that *he* saw the within-named **Claude F. Smith, Jr.**
sign, seal and, as **his** act and deed, deliver the within-written Deed for the uses and purposes therein men-
tioned and that he, with *J. Davis Parker* witnessed the
execution thereof.

SWORN to before me this
27 day of *August*, 1976
James E. Co (L.S.)
Notary Public of S.C. N.C.
My Commission expires: MY COMMISSION EXPIRES DEC. 7, 1979

STATE OF SOUTH CAROLINA, }
COUNTY. } **RENUNCIATION OF DOWER**

I, *James E. Co*, do hereby certify
unto all whom it may concern, that Mrs. **Lois M. Smith**,
the wife of the within-named **Claude F. Smith, Jr.**
did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely,
voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and for-
ever relinquish unto the within-named **Carolina Park, Inc., its successors**

and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises
within mentioned and released.

Given under my Hand and Seal, this
27 day of *August*
Anno Domini 19 *76*
James E. Co (L.S.)
Notary Public of S.C. N.C.
My Commission expires: MY COMMISSION EXPIRES DEC. 7, 1979

Lois M. Smith

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

To HAVE AND TO HOLD all and singular the premises before mentioned unto the said Carolina Park, Inc., its successors and

~~XXXXXX~~ Assigns forever.

And I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Carolina Park, Inc., its successors and

~~XXXXXX~~ Assigns, against myself and my Heirs and against every person whosoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS my Hand and Seal this 27th day of August
in the year of our Lord one thousand nine hundred and seventy-six
and in the ~~XXXXXX~~ two hundredth and first year of the Sovereignty
and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

"B" *Ronald M. Lawton*
"C" *[Signature]*

"A" *[Signature]* (SEAL)
____ (SEAL)

| | |
|--|---|
| FILED OFFICE OF CLERK OF COURT 1976 SEP -2 AM 9:12 CLERK OF COURT LANCASTER COUNTY, S.C. | State of South Carolina, County of _____ Claude F. Smith, Jr. TO Carolina Park, Inc. |
| TITLE TO REAL ESTATE | |
| I hereby certify that the within Deed was filed for record in my office at _____ M. o'clock on the <u>2nd</u> day of <u>September</u> , 19____, and was immediately entered upon the proper indexes and duly recorded in Book <u>C-6</u> of Deeds, page <u>2100</u> | |
| Clerk of Court of Common Pleas and General Sessions for <u>Lancaster</u> County, S. C. | |
| I hereby certify that the within Deed has been this _____ day of _____, A. D. 19____, Recorded _____ of Deeds, page _____ | |
| In Book _____ | Auditor _____ |
| for _____ | County _____ |
| The R. L. Bryan Company, Columbia, S. C. | |

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made and entered into as of the 7th day of February, 2025 (the "**Execution Date**"), by and among CLAUDE SMITH ENTERPRISES INC., a North Carolina corporation, as seller ("**Seller**") and PDC LAND ACQUISITION, LLC, a Georgia limited liability company, as purchaser ("**Purchaser**").

WITNESSETH:

WHEREAS, Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller certain real property in accordance with the terms and conditions hereinafter provided,

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid, the premises and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser do hereby covenant and agree as follows:

ARTICLE ONE - PROPERTY

1.1 Purchase of Property. Seller agrees to sell and convey to Purchaser, and Purchaser agrees to buy from Seller, that certain parcel of real property containing approximately 8.429 acres, located in Lancaster, South Carolina and being more specifically depicted and outlined in yellow on Exhibit "A" attached hereto and incorporated herein by this reference, together with all of the tenements, hereditaments, improvements, appurtenances, rights, zoning rights, zoning variances and waivers, mineral rights, utility capacity, permits, easements, rights-of-way, and impact fee credits with, or impact fee payments to, any county or municipality incident thereto (collectively, the "**Property**").

ARTICLE TWO - PURCHASE PRICE; CLOSING AND EARNEST MONEY

2.1 Purchase Price. The purchase price (the "**Purchase Price**") for the Property shall be an amount equal to One Million Four Hundred Ninety-Nine Thousand and No/100 Dollars (\$1,499,000.00). The Purchase Price shall be paid by Purchaser to Seller at Closing by wire transfer of Federal funds, provided that such amount shall be adjusted for closing prorations described hereinbelow.

2.2 Closing. The consummation of the purchase and sale of the Property herein contemplated (such consummation being herein referred to as the "**Closing**") shall take place on or before December 31, 2025 or such earlier date being at least five (5) days following written notice from Purchaser to Seller. In the event no such notice is given, the Closing shall be held on December 31, 2025. Notwithstanding the foregoing, Purchaser shall be entitled to extend the Closing for up to three (3) additional periods of sixty (60) days each by giving written notice of such election to Seller and by delivering to Escrow Agent (as defined below) an additional earnest money deposit equal to Ten Thousand and No/100 Dollars (\$10,000.00) for each such extension prior to the then scheduled Closing. If so made, the additional earnest money deposit(s) shall be deemed part of the "Earnest Money" (as defined below in Section 2.4) for all purposes hereunder (including the application thereof to the Purchase Price) and, shall be nonrefundable to Purchaser except in the

event of a Seller default under this Agreement. In the event the date of Closing falls on a Saturday, Sunday or holiday, the date of Closing shall be extended until the next Business Day (as defined in Section 9.15 below).

2.3 Place of Closing. The Closing shall take place as an escrow closing through the Escrow Agent or it shall be face-to-face at the offices of the Escrow Agent as reasonably agreed upon by Purchaser and Seller.

2.4 Earnest Money; Payment at Closing; Independent Consideration. Purchaser shall deliver to Maynard Nexsen, PC ("**Escrow Agent**"), not later than seven (7) Business Days after the Execution Date, the sum of Ten Thousand and No/100 Dollars (\$10,000.00) (said sum hereinafter referred to as the "**Earnest Money**"), which Earnest Money shall, at Closing, either be credited to or returned to Purchaser, if not theretofore disbursed in accordance with the terms and conditions of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, One Hundred and No/100 Dollars (\$100.00) of the Earnest Money shall be paid by Escrow Agent to Seller as "**Independent Consideration**" (herein so called) for the execution of this Agreement and the rights granted herein, which said Independent Consideration (i) shall be paid to Seller in all instances, (ii) upon execution hereof is fully earned, and (iii) shall be applied against the Purchase Price in the event Closing occurs.

ARTICLE THREE - EVIDENCE OF TITLE; SURVEY

3.1 Title.

(a) Seller covenants to convey to Purchaser at Closing good and marketable fee simple title in and to the Property. For the purposes of this Agreement, "good and marketable fee simple title" shall mean fee simple ownership, free of all claims, liens and encumbrances of any kind or nature whatsoever other than the following (hereinafter called the "**Permitted Exceptions**"): (i) current state and county ad valorem real property taxes not due and payable on the date of Closing; and (ii) such other matters, if any, as may be subsequently approved by Purchaser pursuant to the express terms of this Agreement. Such title shall also be insurable by Escrow Agent (hereinafter sometimes called the "**Title Company**") at then current standard rates under the standard form of ALTA extended owner's policy of title insurance currently in effect at the time of Closing, with the standard printed exceptions therein deleted and without exception other than for the Permitted Exceptions (the "**Title Policy**"). Purchaser shall have until the expiration of the Inspection Period (the "**Title Review Period**") in which to examine its title commitment for the Property (the "**Title Commitment**") and to give Seller written notice of objections (the "**Objections**") to any conditions or exceptions to same (including, without limitation, any such objections revealed by the "Survey" of the Property). If Purchaser fails to give written notice of Objections to Seller prior to the expiration of the Title Review Period, then all exceptions to title shown on Schedule B-2 of the Title Commitment and on the Survey shall be deemed to be Permitted Exceptions except for (A) the Mandatory Cure Items (as defined below), and (B) the standard printed exceptions in Schedule B-2 of the Title Commitment that are customarily deleted by title companies following a seller's execution and delivery of a standard owner's affidavit at Closing (the "**Standard Exceptions**").

(b) Within five (5) Business Days after Seller's receipt of Objections from Purchaser (the "**Seller Response Period**"), Seller shall notify Purchaser in writing either that Seller elects to cure all of such Objections prior to or at Closing, or that Seller elects not to cure all of such Objections prior to or at Closing. If Seller fails to deliver such written notice, Seller shall be deemed to have not agreed to cure all such Objections prior to Closing. If Seller provides written notice to Purchaser prior to the expiration of the Seller Response Period that Seller shall not cure all such Objections, then Purchaser shall have the right to terminate this Agreement by giving written notice of such termination to Seller within five (5) Business Days following the expiration of the Seller Response Period. If Purchaser elects to terminate this Agreement pursuant to this Section 3.1, the Earnest Money (save and except the Independent Consideration) shall be returned to Purchaser, and Seller and Purchaser shall have no further obligations, one to the other, with respect to the subject matter of this Agreement, except obligations expressly set forth herein as surviving termination. Purchaser's failure to so terminate this Agreement shall be deemed to be a waiver by Purchaser of those Objections that Seller has not agreed in writing to cure, except for the Mandatory Cure Items and the Standard Exceptions, and such Objections shall become Permitted Exceptions hereunder. If Seller elects in writing to cure any such Objections and fails to either (A) cure said objections by Closing by fully and forever discharging the Property therefrom, or (B) make other arrangements and assurances such that the Title Company shall issue the Title Policy in favor of Purchaser at Closing without exception for such Objections, then Seller shall be in default hereunder.

(c) Notwithstanding anything to the contrary set forth in this Agreement, at or prior to Closing, Seller shall (i) discharge the Property (via payment of all sums owed, bonding or otherwise) from any and all deeds to secure debt, deeds of trust, mortgages, mechanic's or other monetary liens, loan security documents, options to purchase, rights of first refusal, judgments and/or tax liens affecting the Property (collectively, the "**Mandatory Cure Items**"), (ii) pay all taxes that are due and payable with respect to the Property, subject to any prorations set forth in this Agreement, and (iii) pay any assessments due and payable and applicable to the Property, subject to any prorations set forth in this Agreement. Further, notwithstanding anything to the contrary provided in this Agreement, if Seller fails to cure any Mandatory Cure Item prior to or at Closing, Purchaser shall have the right to discharge the Property from same at Closing and receive a credit against the Purchase Price for the actual cost incurred to do so.

(d) Following the expiration of the Inspection Period, Purchaser shall have until (and including) the date of Closing in which to cause the Title Company to re-examine title (including any update to the Survey) to the Property from time to time and, subject to the following sentence, in which to give Seller written notice of any additional Objections to (1) new title matters initially disclosed by such re-examination that were not filed and indexed of record prior to the effective date of the Title Commitment obtained during the Inspection Period, and which were not caused by Purchaser or its agents, and (2) new survey matters initially disclosed by an updated Survey that did not exist at the Property as of the date of the initial Survey obtained by Purchaser during the Inspection Period, and which were not caused by Purchaser or its agents. If either the Survey or the Title Commitment is revised prior to Closing to show any such additional matters, then Purchaser shall be entitled to object to such additional matters by delivering written notice of such new Objections to Seller by the earlier of (i) five (5) Business Days after Purchaser receives such revised Survey or Title Commitment, or (ii) Closing, and any new matter not so objected to by Purchaser within such time period shall be deemed approved by Purchaser and shall constitute a

Permitted Exception. Any new matter objected to by Purchaser shall be subject to cure by Seller under the same procedures set forth above in this Section 3.1 for Purchaser's original Objections; provided, however, that if Seller reasonably determines that any such matters cannot be removed at or prior to Closing, Seller shall notify Purchaser in writing, whereupon Purchaser, at its election, which must be exercised by written notice to Seller within five (5) Business Days after receipt by Purchaser of Seller's notice, may (x) terminate this Agreement, in which event the Earnest Money (save and except the Independent Consideration) shall be returned to Purchaser, and Seller and Purchaser shall have no further obligations, one to the other, with respect to the subject matter of this Agreement, except obligations expressly set forth herein as surviving termination; or (y) waive any such Objections that Seller has not elected to cure except for the Mandatory Cure Items and the Standard Exceptions, and elect to proceed to close in accordance with the terms of this Agreement. If such five (5) Business Day period shall expire after the originally scheduled date of Closing, the Closing shall automatically be moved to a date that is on or before the fifth (5th) Business Day after the last day of Purchaser's deadline to respond to Seller. If Purchaser fails to timely make its election, Purchaser shall be deemed to have elected to proceed to Closing pursuant to option (y) above.

3.2 Survey. Purchaser may have prepared, at Purchaser's expense, an ALTA/ACSM survey of the Property by a surveyor registered and licensed under the laws of the State of South Carolina selected by Purchaser in its sole discretion (hereinafter referred to as the "Survey"). Purchaser shall have until the expiration of the Inspection Period in which to have the Survey prepared and to give Seller written notice of any objections (other than Permitted Exceptions) revealed thereby. The metes and bounds description of the Property contained in the Survey shall be used for the Deed (as defined below) to be delivered by Seller at Closing as set forth below.

ARTICLE FOUR - CONDITIONS TO CLOSING AND CONSUMMATION OF SALE

4.1 Inspection of Property. Notwithstanding any other provisions to the contrary contained in this Agreement, the parties hereto agree that Purchaser, its agents and representatives shall have until Closing in which to enter upon and make such studies, tests and/or inspections of the Property as Purchaser deems reasonably necessary or appropriate. Such studies, tests and/or inspections may include, but shall not be limited to, engineering, geological, structural, physical, environmental, hydrologic, vegetative, compaction, landscaping, soils, surveys, and other tests, observations or studies that Purchaser may deem necessary or desirable in connection with its acquisition and/or proposed development or use of the Property. During the term of this Agreement, Purchaser shall have free and complete access to all documentation, agreements and other information in the possession of Seller or any employee, agent or independent contractor of Seller pertaining to the ownership, use or operation of the Property, and Purchaser shall have the right to make copies of any such information at Purchaser's expense. Purchaser shall not undertake any invasive (i.e. Phase II environmental) studies without Seller's prior written approval, not to be unreasonably withheld.

Purchaser shall indemnify and hold Seller harmless from and against any and all claims, liabilities, cost and expense (including without limitation attorneys' fees) (collectively, "Claims") arising out of any damage to property or physical injury to persons due to Purchaser's entry on the Property. Notwithstanding anything to the contrary contained in this Agreement, (i) the indemnity and hold harmless provision contained in this Section 4.1 shall not apply to the extent such Claims

arise directly from or in connection with Seller's negligence or willful misconduct, and (ii) Purchaser shall have no liability to Seller or to any other person or entity by reason of, nor shall Purchaser have any duty to indemnify or hold any person or entity harmless from or against, any Claims (including, without limitation, any claim for diminution in value of the Property or for environmental remediation or clean-up costs), arising out of or in connection with the mere fact of having discovered and/or reported (as may be required by law) any adverse physical condition, title condition, environmental condition or other defect with respect to the Property. This provision shall survive the termination of this Agreement.

In the event that Purchaser, in its sole and absolute discretion, determines that the condition of the Property is, for any reason whatsoever or no reason at all, unsatisfactory for Purchaser's contemplated use or development of the Property, Purchaser shall have a period commencing on the Execution Date and expiring at 5:00 p.m. local time where the Property is located on June 2, 2025 (the "**Inspection Period**"), to notify Seller in writing that Purchaser has elected to terminate this Agreement. Promptly following any timely notice of termination, Escrow Agent shall return the Earnest Money (save and except the Independent Consideration) to Purchaser and, upon Purchaser's receipt of the Earnest Money, this Agreement shall be terminated and neither party shall have any further rights or obligations hereunder.

If Purchaser does not timely elect to terminate this Agreement prior to the expiration of the Inspection Period as set forth in this Section 4.1, then (A) Purchaser shall be deemed to have elected to keep this Agreement in full force and effect and to proceed to Closing subject to the terms and conditions hereof, and (B) the Earnest Money shall be non-refundable to Purchaser except in the event of Seller's default under this Agreement or as otherwise expressly set forth herein.

4.2 Delivery of Development Information. In order to facilitate Purchaser's inspection of the Property, Seller agrees, to the extent in Seller's possession or reasonable control, to deliver the following items to Purchaser within three (3) Business Days after the Execution Date (such items, the "**Property Documents**");

(a) Copies of all soils, topography, compaction, hydrologic, vegetative, engineering, traffic and environmental reports, studies or inspections obtained by, prepared for or by, or discovered by Seller in connection with Seller's acquisition, ownership, use and/or development of the Property;

(b) Evidence that water, gas, electric, storm, sewer, sanitary sewer and telephone service is available at the perimeter property line of the Property or in rights of way adjacent to the Property;

(c) Copies of all governmental reports, approvals and/or permits obtained by Seller in connection with its acquisition, use, ownership and/or development of the Property;

(d) Copies of all boundary or topographic surveys, and accompanying surveyor's certificates, prepared for or obtained by Seller, or in Seller's possession or accessible to Seller, in connection with its acquisition, use, ownership and/or development of the Property;

- (e) Copies of all title insurance policies relating to the Property;
- (f) Copies of any lease agreements with third parties;
- (g) Any written notice given from any governmental authority to Seller indicating any violation by the Property of any applicable building code, law, regulation or ordinance; and
- (j) Copies of any and all letters, documentation and/or reports regarding any impending or potential condemnation(s) and/or taking(s) of the Property or any portion thereof.

4.3 "As Is-Where Is" Sale. Purchaser acknowledges and agrees that, other than as expressly stated in this Agreement or any of the closing documents to be delivered by Seller to Purchaser at Closing, the Property is being purchased in an "as is where is" condition with no representations or warranties, expressed or implied.

4.4 Permits and Governmental Approvals. At no third-party out-of-pocket expense to Seller, Seller shall cooperate with Purchaser in Purchaser's efforts to obtain all necessary and appropriate building and other Permits (as hereinafter defined) from all applicable governmental authorities, so as to permit the construction and operation on the Property of Purchaser's proposed development. Seller hereby grants to Purchaser the authority to sign and execute the applications therefor. Purchaser shall have no obligation to appeal a negative decision on any such Permit.

The term Permits shall include, but not be limited to, all of the following: (i) any and all site plan approvals necessary for development and construction of Purchaser's proposed multifamily facility (the "**Purchaser's Proposed Project**"); (ii) any and all sanitary sewer, drainage and other utility permits necessary to use the facility when completed, including without limitation, sewer connection and extension permits; (iii) any and all subdivision, zoning, use and/or other variances or amendments to proffered conditions and/or rezoning necessary to permit the construction and/or use on the Property of Purchaser's Proposed Project; (iv) any and all environmental certifications, approvals, licenses and permits whether local, state or federal; (v) any and all so called "special permits"; including, without limitation, any curb cut permits required for curb cuts; (vi) any and all sign permits needed by Purchaser; and (vii) any and all other necessary and appropriate approvals, agreements, permits and licenses to permit the development, construction and/or use of Purchaser's Proposed Project. All conditions and restrictions imposed by the governmental authorities as prerequisites or conditions subsequent to the Permits (including, without limitation, the payment of impact fees, if any, for construction of on-site or off-site improvements) shall be subject to Purchaser's approval and acceptance and Purchaser shall not be required to accept any Permit unless it agrees, in its sole discretion, to accept such conditions and restrictions.

4.5 Tax Credit Applications. Notwithstanding anything to the contrary set forth in this Agreement, Purchaser's obligation to consummate the purchase and sale herein contemplated shall be subject to and conditioned upon Purchaser being granted all of an applied for award of low income housing tax credits, and other related financing, from the South Carolina State Housing Finance and Development Authority (the "**Tax Credits**"). Purchaser may, at its expense, file an

application for any such Tax Credits no later than June 2, 2025. In the event that Purchaser does not timely file such application, Purchaser shall terminate this Agreement by delivery of written notice of such termination to Seller no later than June 2, 2025, whereupon delivery of such termination notice to Seller the Earnest Money (save and except the Independent Consideration) shall be refunded to Purchaser. If Purchaser timely files an application for such Tax Credits, then Seller shall reasonably cooperate with Purchaser in Purchaser's efforts to obtain such Tax Credits, and Seller does hereby grant Purchaser the authority to sign and execute the applications therefor. Seller agrees to complete and deliver to Purchaser upon request any environmental questionnaires or other reasonable materials which may be required as a part of Purchaser's Tax Credit application in a timely manner. Purchaser shall have no obligation to appeal a negative decision on any such Tax Credits. In the event the application for the Tax Credits is conclusively and finally denied or the application for the Tax Credits is not otherwise approved by November 30, 2025, Purchaser shall elect, no later than the first to occur of (i) the fifth (5th) day following receipt of written confirmation of such conclusive and final denial, and (ii) November 30, 2025, as applicable, to terminate this Agreement, in which event the Earnest Money shall be delivered to Seller and thereupon this Agreement shall terminate and be of no further force and effect, except for the survival of certain provisions as expressly provided for herein. In the event an appeal shall be denied or in the event a previous denial is affirmed, Purchaser shall again have the right to make such election. In the event the application for the Tax Credits is conclusively and finally approved by November 30, 2025 or Purchaser has not otherwise elected or been deemed to have elected to terminate this Agreement by November 30, 2025, then (1) this Agreement shall remain in full force and effect, subject to the terms and conditions hereof, (2) Purchaser shall deposit with Escrow Agent an additional earnest money deposit equal to Fifty Thousand and No/100 Dollars (\$50,000.00) no later than two (2) Business Days following November 30, 2025, and, if so made, the additional earnest money deposit shall be deemed part of the "Earnest Money" for all purposes hereunder, and (3) all of the Earnest Money shall be non-refundable to Purchaser except in the event of Seller's default under this Agreement or as otherwise expressly set forth herein.

4.6 Intentionally Omitted.

4.7 Conditions Precedent to Purchaser's Obligations. Purchaser shall not be obligated to consummate the transaction described in this Agreement unless:

(a) As of the date of Closing, Seller shall have performed in all material respects all of the agreements, covenants and obligations contained in this Agreement to be performed or complied with by Seller on or prior to the date of Closing; and

(b) All representations and warranties made by Seller hereunder shall be true, complete and accurate in all material respects as of the date of Closing; and

(c) From and after the last day of the Inspection Period, there shall have occurred no material adverse change to the Property (or any material portion thereof) which is continuing at the date and time scheduled for Closing which could have an adverse impact on Purchaser's intended use of the Property.

If any of the conditions precedent to the performance of Purchaser's obligations under this Agreement have not been satisfied or waived in writing by Purchaser on the date of Closing, then

Purchaser may, at its option, by written notice delivered to Seller, terminate this Agreement in writing, in which event the Earnest Money (save and except the Independent Consideration) shall be returned to Purchaser and Purchaser and Seller shall have no further obligations, one to the other, with respect to the subject matter of this Agreement except those which expressly survive the termination of this Agreement; provided, however, that nothing contained in this Section 4.7 shall limit the provisions of Section 8.1 hereof with respect to a breach or default by Seller under this Agreement. If Purchaser does not terminate this Agreement in accordance with the preceding sentence, such condition precedent shall be deemed waived and this Agreement shall continue in full force and effect as modified thereby.

4.8 Seller's Deliveries and Conditions to Purchaser's Obligations. Seller shall execute and deliver at Closing the following documents (collectively, the "**Closing Documents**"), dated the date of Closing, the form of each of which shall be reasonably acceptable to Seller and Purchaser, and the execution and accuracy of which shall be a condition to Purchaser's obligation to consummate the purchase and sale herein contemplated:

(a) Limited Warranty Deed. A Limited Warranty Deed (the "**Deed**") in recordable form, duly executed by Seller and conveying to Purchaser good and insurable fee simple title to the Property, warranting title to the Property against all matters arising by, through or under Seller with the legal description provided in the Title Company's commitment for the Title Policy, subject only to the Permitted Exceptions;

(b) Quitclaim Deed. If the legal description of the Property prepared from the Survey differs from the legal description of the Property provided for in the Title Company's commitment for the Title Policy, then Seller shall also execute and deliver to Purchaser at Closing a Quitclaim Deed, in recordable form, duly executed by Seller and conveying the Property to Purchaser using the Survey legal description;

(c) Owner's Affidavit. An Owner's Affidavit in form reasonably acceptable to Seller and Title Company;

(d) Seller's Certificate. A certificate duly executed by Seller and certifying that each and every warranty and representation made by Seller in this Agreement is true and correct as of Closing, as if made by Seller at such time;

(e) FIRPTA Certificate. A certificate duly executed by Seller setting forth Seller's address and tax identification number and certifying whether or not Seller is a foreign person for purposes of the Foreign Investment in Real Property Tax Act (a/k/a "**FIRPTA**");

(f) South Carolina Residency Affidavit. A certificate duly executed by Seller setting forth Seller's address and tax identification number and certifying whether or not Seller is a resident of the State of South Carolina for purposes of South Carolina's nonresident withholding tax pursuant to in S.C. Code Section 12-8-580;

(g) Blanket Transfer, Bill of Sale and Assignment. A bill of sale and assignment, duly executed by Seller, assigning and transferring to Purchaser all of Seller's right, title and interest in any and all personal property (if any) and intangible property, and

such other rights, permits, zoning rights, zoning variances and waivers, properties, impact fee credits with, or impact fee payments to, any county or municipality incident to the Property, and all other powers and privileges relating to the Property as Purchaser may reasonably request;

(h) Closing Statement. A closing statement duly executed by Seller, Purchaser and Escrow Agent setting forth in reasonable detail the financial transaction contemplated by this Agreement, including without limitation the Purchase Price, all prorations, the allocation of costs specified herein, and the source, application and disbursement of all funds;

(i) Certificate of Tax Compliance. If applicable, a Certificate of Tax Compliance from the South Carolina Department of Revenue pursuant to S.C. Code Section 12-54-124 or an affidavit in form promulgated by the SCDR stating that said taxes are inapplicable; and

(j) Additional Documents to Close. Such documents, affidavits or certificates as are customary or may be necessary to consummate the sale of the Property or to induce the Title Company to issue the Title Policy (including, but not limited to, any state-specific residency or withholding affidavits, brokerage affidavits, tax affidavits, recording affidavits, etc.).

4.9 Cost of the Parties. All transfer taxes or documentary stamp taxes imposed on the Deed contemplated in this Agreement shall be paid by Seller. All costs incurred to subdivide the Property from additional land being retained by Seller shall be borne by Purchaser. Purchaser shall also pay all recording costs for the Deed and any other recordable closing documents. Seller shall also pay all recording costs for any documentation necessary to cure title matters. Purchaser shall pay the cost of the survey, title examination and commitment, and the premium for the Title Policy, and the cost of any endorsements thereto. Costs applicable to the escrow/closing agent shall be paid by Purchaser.

All costs and expenses of the parties' performance of their respective obligations hereunder and the consummation of the transactions contemplated herein that have not been assumed specifically by either party under the terms hereof, shall be borne by the party incurring such cost or expense.

4.10 Real Estate Commission. Seller and Purchaser represent and warrant to each other that neither have dealt with any broker or other finder in connection with its conveyance of the Property other than Brad Toy of Wilson Kibler (the "**Broker**").

Seller will indemnify and hold harmless the Purchaser from and against any and all claims, loss, liability, cost and expenses (including reasonable counsel fees) resulting from any claim that may be made against the Purchaser by any broker or person claiming a commission, fee or other compensation by reason of this transaction, if such claim arises by or on account of any act of the Seller or Seller's representatives.

Purchaser will indemnify and hold harmless Seller from and against any and all claims, loss, liability, cost and expenses (including reasonable counsel fees) resulting from any claims that may

be made against the Seller by any broker or person claiming a commission, fee or other compensation from Seller by reason of this transaction, if such claim arises by or on account of any act of the Purchaser or Purchaser's representatives.

In the event Closing is consummated hereunder, Seller shall pay a commission to Broker in the aggregate amount of three percent (3.0%) of the Purchase Price to Broker. No commission shall be payable if the Closing does not take place for any reason whatsoever.

4.11 Possession of Subject Property. Seller shall deliver possession of the Property to Purchaser at the time of Closing.

4.12 Property to Be Delivered Vacant. Notwithstanding any other provision of this Agreement to the contrary, Seller acknowledges and agrees that the Property shall be delivered to Purchaser at Closing vacant, with any and all leases, occupancy agreements and/or licenses affecting the Property, if any, properly terminated and all of the tenants thereunder removed.

ARTICLE FIVE - PRORATED ITEMS

5.1 Prorations. At the Closing, the following items shall be prorated between Purchaser and Seller on a calendar year basis: (a) all assessments, taxes and other similar charges assessed against the Property; (b) charges, if any, for utilities servicing the Property, including, without limitation, charges for gas, electricity and water; (c) payments, if any, under service and similar contracts actually assumed by Purchaser at Closing affecting the Property; and (d) all other charges and fees customarily prorated and adjusted in similar transactions. For purposes of making such prorations, Seller shall be deemed to have conveyed the Property as of 11:59 p.m. the day prior to the day of Closing. In the event that accurate prorations and other adjustments cannot be made at Closing because current bills are not obtainable (as, for example, in the case of utility bills), the parties shall prorate on the best available information, subject to adjustment upon receipt of the final bill.

5.2 South Carolina Rollback Tax Provision. Seller and Purchaser acknowledge that Purchaser is purchasing the Property at a value and for a use that is based on the highest and best use of the Property. In the event the Property becomes subject to rollback taxes assessed due to Purchaser's change in the use of the Property after the date of Closing, then Seller shall pay such rollback taxes in the amount assessed by the local agency having jurisdiction over such assessments (the "Authority"). In the event Purchaser is able to obtain a rollback tax estimate from the Authority prior to Closing, Seller agrees to grant Purchaser a credit against the Purchase Price at Closing in lieu of any future right of collection or contribution from Seller. In the event rollback tax estimates are not available at Closing, Seller agrees to pay such rollback taxes within thirty (30) days of Purchaser's delivery to Seller of such rollback tax notice. Seller's obligation to pay the rollback taxes shall be a lien against any other Property of Seller's located in the county in which the Property is located and Purchaser shall have the right to pursue Seller for a breach of this Agreement in the event such rollback taxes remain unpaid following demand of payment from Purchaser. If Seller's change in use of the Property prior to Closing or denial of a special use valuation on the Property claimed by Seller results in rollback taxes for periods prior to Closing, the rollback taxes will be the obligation of Seller. Notwithstanding the foregoing, this provision and the obligations defined herein shall survive Closing and recording of the Deed.

ARTICLE SIX - REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER

To induce the Purchaser to enter into this Agreement, Seller makes the representations, warranties and covenants hereinafter contained, each of which is material to and is relied upon by Purchaser. Seller represents, warrants and covenants as follows:

6.1 Authority to Sell. Seller has the right, power and authority to enter into this Agreement and to sell the Property to Purchaser in accordance with the terms and conditions hereof and will deliver satisfactory evidence of such right, power and authority to Purchaser at Closing.

6.2 Subject Property. Seller is the sole owner of good, fee simple, marketable and insurable title to all of the Property, subject only to the Permitted Exceptions.

6.3 Hazardous Waste. For purposes of this paragraph, "hazardous substance" means any matter giving rise to liability under the Resources Conservation Recovery Act ("RCRA"), 42 U.S.C. Section 6901 *et seq.*, as amended, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Sections 9601 *et seq.*, as amended, or generally any contaminant, oil, gasoline or other petroleum hydrocarbons, radioactive or other material, the removal of which is required or the maintenance of which is prohibited or penalized by any local, state or federal agency, authority or governmental unit. Seller hereby represents and warrants to Purchaser that to the best of its knowledge:

(a) The Property does not contain any hazardous substance nor does any adjacent property;

(b) The Property is in compliance with all applicable environmental laws;

(c) Seller has not conducted, authorized or permitted the generation, transportation, storage, treatment, handling, or disposal of any hazardous substance at the Property;

(d) Seller is not aware of any pending or threatened litigation or proceedings before any administrative agency in which any person or entity alleges the presence, release, threat of release, placement on or in the Property or any adjacent property, or the generation, transportation, storage, treatment, or disposal at the Property or any adjacent property, of any hazardous substance;

(e) There have been no communications or agreements with any governmental authority or agency (federal, state or local) or any private entity, including, but not limited to, any prior owners of the Property, relating in any way to the presence, release, threat of release, placement on or in the Property or any adjacent property, or the generation, transportation, storage, treatment, or disposal at the Property or any adjacent property, of any hazardous substance; and

(f) There are no underground storage tanks on the Property.

6.4 No Condemnation Proceedings. There are no condemnation or eminent domain proceedings pending, threatened or contemplated against the Property or any part of the Property,

and Seller has received no notice, oral or written, of the desire of any public authority or other entity to take or use the Property or any part of the Property.

6.5 Operating Agreements. The Property is not subject to any operating or maintenance agreements or service contracts that will survive Closing.

6.6 Pending Litigation. There is no litigation or any administrative proceeding pending with respect to the Property or for which Seller has received service of process or written notice of the threat thereof.

6.7 Flood Hazard Area. To the best of its knowledge, no portion of the Property is located within any Special Flood Hazard Area designated by FEMA and/or the United States Department of Housing and Urban Development, or in any areas similarly designated by any agency or any other governmental authority except for that portion of the Property outlined in blue on Exhibit A.

6.8 OFAC Compliance. To the best of its knowledge, Seller is in compliance with all laws, statutes, rules and regulations of any federal, state or local governmental authority in the United States of America applicable to Persons (defined below), including, without limitation, the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the "Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Asset Control, Department of the Treasury ("OFAC") and in any enabling legislation or other Executive Orders in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "Orders"). Seller: (a) is not listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "Lists"); (b) is a not Person who has been determined by competent authority to be subject to the prohibitions contained in the Orders; (c) is not owned or controlled by, nor acts for or on behalf of, any Person on the Lists or any other Person who has been determined by competent authority to be subject to the prohibitions contained in the Orders. As used herein, the term "Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, estate, limited liability company, unincorporated organization, real estate investment trust, government or any agency or political subdivision thereof, or any other form of entity.

6.9 No New Encumbrances. Between the date hereof and the Closing, Seller shall not grant or permit any new encumbrances, leases, licenses, or other occupancy agreements on or about the Property without the prior written consent of Purchaser.

6.10 No Violations. to the best of its knowledge, the Property is not in violation of any existing law, statute, ordinances, rules or regulations of any governmental authority having or asserting jurisdiction over or in connection with the ownership, operation, use, maintenance or development of the Property.

6.11. Adverse Notice/Orders. No governmental authority having jurisdiction over the Property has issued or threatened to issue any notice or order that adversely affects the use, development, construction and/or operation of the Property as presently conducted.

6.12. Bankruptcy. Seller is not the subject of any proceeding by or against Seller under any federal or state law or statute regarding bankruptcy, insolvency, fraudulent transfers, receivership, conservatorship, custodianship, trusteeship, moratorium or creditors' rights or debtors' obligations generally. Seller has not made any assignment for the benefit of creditors or failed to pay its obligations as they come due, and Seller is not insolvent.

6.13. No Outstanding Rights to Purchase. There are no outstanding rights or options of any party to purchase the Property including, but not limited to, any rights of first offer or rights of first refusal.

6.14. Easements over Retained Land. In connection with Purchaser's proposed development and use of the Property, Seller hereby agrees to grant to Purchaser at Closing any easements for utilities and access reasonably requested by Purchaser across, through and under Seller's retained real estate located adjacent to the Property, provided that the location of such easements and the documentation therefor are reasonably acceptable to Seller.

6.15. Site Work Regarding Tax Credits and HUD. During the term of this Agreement, Seller shall not conduct any site work at, or make any improvements to, or conduct any invasive or subsurface activities at, or otherwise disturb the Property until such time as Purchaser notifies Seller in writing that Purchaser has obtained all environmental and other required clearances for the Property from the South Carolina State Housing Finance and Development Authority and the U.S. Department of Housing and Urban Development in connection with Purchaser's application for HOME funds for the development of Purchaser's Proposed Project.

6.16. Subdivision. To the extent a subdivision of the Property from a larger parcel of real estate is required to consummate the Closing as contemplated hereunder (the "**Subdivision**"), Seller and Purchaser shall cooperate in good faith to cause such Subdivision to be completed prior to Closing in accordance with all applicable laws, ordinances and regulations. In any event, (i) neither Purchaser nor Seller shall record or cause the recordation in the applicable public records of any plats or other documentation causing the Subdivision without the prior written approval of the other party, such approval not to be unreasonably withheld, conditioned or delayed, and (ii) Purchaser shall be responsible for all of the cost and expense to consummate such Subdivision including, but not limited to, the cost and expense of any survey and subdivision plat in connection with same.

6.17. Truth of Warranties and Representations. The truth and accuracy in all material respects, as of the date of Closing, of all representations and warranties made by Seller herein and in the Seller's Certificate described in Section 4.8(d) shall be an express condition to Purchaser's obligation to consummate the transactions contemplated herein.

ARTICLE SEVEN – CONDEMNATION

7.1. If the Property or any portion thereof be taken by condemnation or conveyed under the threat of condemnation prior to Closing, or if there is any pending or threatened condemnation against the Property as of the date of Closing, Purchaser may, at its sole election, either: (i) terminate

this Agreement by notifying Seller in writing on or before the last date for Closing as provided for above, in which case the Earnest Money (save and except the Independent Consideration) shall be refunded to Purchaser, and all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void; or (ii) proceed to Closing, in which event the Purchase Price shall be reduced by the total of any awards or other proceeds received by Seller on or before the date of Closing with respect to any taking, and, at Closing, Seller shall assign to Purchaser all of its right to any and all awards or other proceeds paid or payable thereafter by reason of any taking. Seller shall notify Purchaser of the existence or threat of eminent domain proceedings within five (5) days after Seller learns thereof.

ARTICLE EIGHT - DEFAULT; REMEDIES ON DEFAULT

8.1 Default; Liquidated Damages. Purchaser and Seller acknowledge that it would be extremely impracticable and difficult to ascertain the actual damages that would be suffered by Seller if Purchaser fails to consummate the purchase and sale of the Property herein (for any reason other than Seller's failure, refusal or inability to perform any of Seller's covenants and agreements hereunder or the failure of any other of the conditions to Purchaser's obligation to close hereunder). Purchaser and Seller have considered carefully the loss to Seller as a consequence of the negotiation and execution of this Agreement, and the personal expenses of Seller incurred in connection with the preparation of this Agreement and Seller's performance hereunder, and the other damages, general and special, that Purchaser and Seller realize and recognize Seller will sustain, but that Seller cannot at this time calculate with absolute certainty. Based on all those considerations, Purchaser and Seller have agreed that the damage to Seller would reasonably be expected to amount to the Earnest Money.

Accordingly, if all conditions precedent to Purchaser's obligation to consummate the purchase of the Property have been waived in writing by Purchaser or satisfied, and if Seller has performed its covenants and agreements hereunder, but Purchaser has breached its covenants and agreements hereunder and has failed, refused or is unable to consummate the purchase and sale of the Property by the date of the Closing, then the Escrow Agent shall deliver the Earnest Money to Seller as full and complete liquidated damages. Upon delivery of the Earnest Money to Seller as provided above, no party to this Agreement shall have any liability to any other party to this Agreement; and this Agreement shall, in its entirety, be deemed null, void and of no further force and effect.

If all representations and warranties made by Seller hereunder as remade on the date of Closing are not true, complete and accurate in all material respects as of the date of Closing, or Seller fails or refuses to consummate the sale of the Property to Purchaser pursuant to this Agreement at Closing, or Seller fails to perform any of Seller's other obligations hereunder, then such event(s) shall constitute a default by Seller hereunder, and Purchaser shall have the right to (i) terminate this Agreement, in which event the Escrow Agent shall promptly return all of the Earnest Money (save and except the Independent Consideration) to Purchaser, and Seller shall reimburse Purchaser for all of its third-party out-of-pocket costs incurred with the negotiation of this Agreement, diligence and inspections of the Property, filing of the application for the Tax Credits, and attorney's fees actually incurred, not to exceed an aggregate amount of \$40,000.00, or (ii) pursue the right of specific performance or any other legal or equitable relief as may now or hereafter be as may now or hereafter be available to Purchaser, provided an action for specific

performance must be filed no later than 90 days after Seller's breach. The foregoing notwithstanding, if the remedy of specific performance is not available to Purchaser due to any willful act or omission on the part of Seller (e.g., any sale, mortgage, or other transfer or encumbrance of any interest in the Property), Purchaser will have the right to pursue all damages, including actual and consequential damages, not subject to the limits set forth above.

8.2 Rights of Escrow Agent. The parties hereby acknowledge and agree that Escrow Agent shall promptly deposit the Earnest Money into an escrow account having as the beneficiary thereof the Purchaser. The parties hereby acknowledge and agree that Escrow Agent shall have the right to disburse same to Purchaser or Seller upon three (3) Business Days' written notice to the parties; provided, however, that Escrow Agent shall not have received any written objections to such disbursement within three (3) Business Days after receipt by Purchaser and Seller of said notice. The parties hereto hereby acknowledge that the Escrow Agent shall have no liability to any party on account of its failure to disburse the Earnest Money in the event of an unresolved dispute as to which party is entitled to receive the same. In the event of any dispute as to who is entitled to receive the Earnest Money, Escrow Agent shall have the right, at its sole election, either to retain the funds and disburse them in accordance with the final order of a court of competent jurisdiction or to deposit the Earnest Money with said court, pending a final decision of such controversy. The parties each agree to, jointly and severally, indemnify and hold Escrow Agent harmless from and against any loss, cost or liability arising out of its good faith actions as escrow agent hereunder. The parties hereto further agree that Escrow Agent shall not be liable for failure of the depository and shall only be liable otherwise in the event of its gross negligence or willful misconduct.

ARTICLE NINE - MISCELLANEOUS PROVISIONS

9.1 Entire Agreement; Counterparts; Amendments. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties. This Agreement may be executed in one (1) or more duplicate original counterparts, each of which shall be effective as and shall constitute an original document binding upon the party or parties signing the same. Escrow Agent acknowledges and agrees that this Agreement may be amended without its consent or joinder; provided that any such amendment document shall have a material adverse effect on such party. For purposes hereof, any extensions of relevant time periods or changes in the Purchase Price shall be deemed not to have a material adverse effect on Escrow Agent.

9.2 Binding Effect. Subject to the provisions of Section 9.10 below, this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, devisees, personal representatives, successors and assigns.

9.3 Survival of Warranties. It is the express intention and agreement of the parties to this Agreement that all representations and warranties made by Seller in this Agreement shall survive this Agreement and the delivery of the Deed at Closing.

9.4 Waiver; Modification. Failure by Purchaser or Seller to insist upon or enforce any of its rights shall not constitute a waiver thereof. Either party hereto may waive the benefit of any provision or condition for its benefit contained in this Agreement. No oral modification hereof shall be binding upon the parties, and any modification shall be in writing and signed by the parties.

9.5 Time of Essence. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

9.6 Construction. Each party hereto hereby acknowledges that all parties hereto participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than the other.

9.7 Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of South Carolina.

9.8 Cumulative Remedies. Subject to the limitations set forth in Article 8 above, each and every one of the rights, benefits and remedies provided to Purchaser or Seller by this Agreement, or by any instrument or documents executed pursuant to this Agreement, are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to the Purchaser, except to the extent provided in Article Eight of this Agreement.

9.9 Date Hereof. For purposes of this Agreement, "the date hereof" or similar references shall mean the Execution Date.

9.10 Assignment. Seller shall not assign this Agreement without the prior written consent of Purchaser. Purchaser may assign this Agreement without the prior written consent of Seller only to an entity controlled by or related to Purchaser, and upon the assignee's execution of a document assuming all of Purchaser's rights and obligations under this Agreement, the previous Purchaser shall automatically be released from any and all obligations hereunder.

9.11 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a Business Day, in which event the period shall run until the end of the next Business Day. The last day of any period of time described herein shall be deemed to end at 6:00 p.m. local time where the Property is located.

9.12 Liability Regarding Property Operations. Notwithstanding anything to the contrary contained herein, Purchaser assumes and shall assume at Closing no liabilities of Seller of any kind or nature whatsoever, whether known or unknown, fixed or contingent, in connection with or as a result of the acquisition of the Property or arising from or in connection with Seller's ownership of the Property or Seller's operation of any business, concern, or enterprise involving the Property.

9.13 Confidentiality. Seller agrees that the terms of this Agreement and the transaction contemplated hereby are confidential and that such terms as well as the identity of the Purchaser (and any assignee of the Purchaser) and/or any parties related to the Purchaser (and any assignee of the Purchaser) shall not be disclosed to anyone except on a confidential basis, those employees or consultants of the Seller which require such information and have a direct involvement with the approval, completion or closing of this transaction.

9.14 Tax Free Exchange. Seller and Purchaser understand that the other may desire to exchange other property of like kind for the Property so as to qualify such exchange for non-recognition treatment under Section 1031 of the Internal Revenue Code. Toward that end,

Purchaser and/or Seller may intend to make the purchase and sale of the Property part of such so-called tax free exchange. Accordingly, Seller and Purchaser each agree to fully cooperate with the other and to take any and all actions as may be necessary to effectuate and facilitate the tax free exchange contemplated by this provision, including, without limitation, the entering into exchange and escrow agreements, purchase and sale/option agreements, and such other documents as may be necessary to effectuate the tax free exchange. The party requesting the cooperation of the other in any such tax-free exchange shall reimburse such other party for any out-of-pocket expenses incurred by such non-requesting party in facilitating the tax-free exchange. Neither party shall be required to take title to any exchange property in connection with any such exchange.

9.15 Business Day. For purposes of this Agreement, a "Business Day" is any day other than a Saturday, Sunday or Federal holiday.

9.16 Prevailing Party. In the event either Purchaser or Seller files a suit to enforce this Agreement or any provisions contained herein, the prevailing party in such suit (i.e., the party that recovers from the other the relief or a substantial portion of such relief sought whether by final judgment or otherwise) shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and costs of court incurred in connection with such suit.

9.17 Other Offers. Seller acknowledges that Purchaser will incur substantial expense in performing its preliminary underwriting and investigations concerning the Property. In consideration of this acknowledgement, Seller agrees not to solicit, entertain or accept any formal or informal offers to purchase the Property or any part thereof so long as this Agreement remains in full force and effect.

9.18 HOME/HUD Provisions. Notwithstanding any provision of this Agreement to the contrary, if U.S. Department of Housing and Urban Development ("HUD") funds are used to acquire the Property, including, but not limited to, HOME funds, the parties hereto acknowledge and agree 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 in connection with the acquisition of the Property is conditioned upon the determination to proceed with, modify or cancel such provision based upon the results of a subsequent environmental review. If no HUD funds are utilized with respect to the acquisition of the Property, this provision shall be considered null and void.

9.19 Voluntary Sale. Purchaser and Seller hereby acknowledge and agree as follows: (1) Purchaser does not have the right of eminent domain; (2) because this is a voluntary transaction, Purchaser will not be able to acquire the Property offered for sale if negotiations fail to result in an amicable agreement; (3) Purchaser estimates the fair market value of the Property to be the Purchase Price; (4) even though Federal funds may be used in the acquisition of the Property, Seller WILL NOT be entitled to any relocation benefits; and (5) if applicable, any tenant legally occupying the Property is eligible to receive relocation assistance and benefits as identified in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

ARTICLE TEN - NOTICES

10.1 Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be personally delivered, sent by e-mail, Federal Express or other overnight or same day courier service providing a return receipt, or mailed by first-class registered or certified mail, return receipt requested, postage prepaid, or by electronic mail (and shall be effective when received, when refused or when the same cannot be delivered, as evidenced on the return receipt):

If to Purchaser: PDC Land Acquisition, LLC
Attn: Jody Tucker
3715 Northside Parkway NW, Bldg. 200, Ste. 175
Atlanta, Georgia 30327
E-mail: jody@prestwickcompanies.com

With a copy to: Daniel J. Bradfield, Esq.
Arnall Golden Gregory LLP
171 17th Street, NW, Suite 2100
Atlanta, GA 30363
E-mail: daniel.bradfield@agg.com

If to Seller: Claude Smith Enterprises Inc.
100 Magnolia Road Suite 300
Pinchurst, NC 28374
Email: strythall@cfsmithpg.com

With a copy to: The Pryzwansky Law Firm, P.A.
Attn: David Pryzwansky
1130 Situs Court, Suite 244
Raleigh, NC 27606
Email: david@pryzlaw.com

If to Escrow Agent: Maynard Nexsen PC
Attn: W. Leighton Lord III
1230 Main Street, Suite 700
Columbia, SC 29201
Tel: 803.540.2013
Fax: 803.727.1461
Email: llord@maynardnexsen.com

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

PURCHASER:

PDC LAND ACQUISITION, LLC, a Georgia
limited liability company

By: Wilfred 3

Name: WILEY A. TUCKER, III

Title: MANAGER

SELLER:

CLAUDE SMITH ENTERPRISES INC.,
a North Carolina corporation

By: Neil Robinette
Neil Robinette (Feb 4, 2025 15:42 EST)

Name: Neil Robinette

Title: Vice President

ESCROW AGENT EXECUTION:

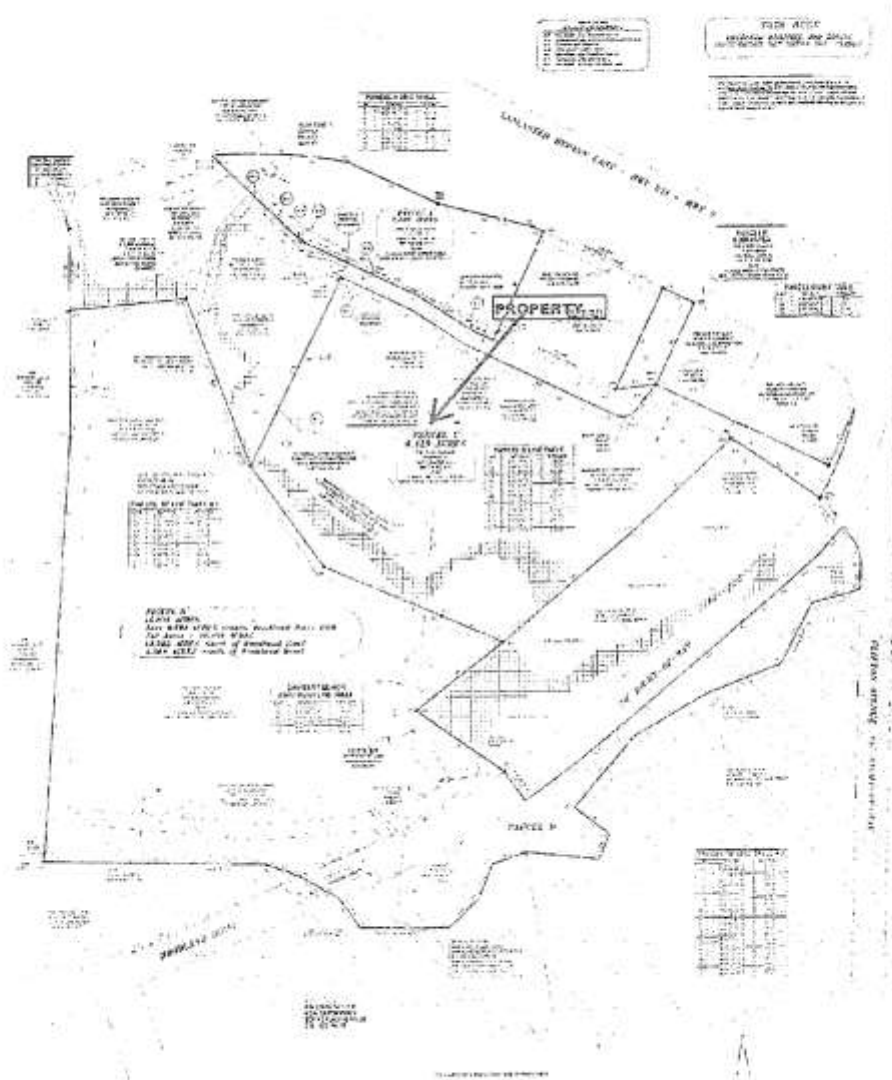
JOINS HEREIN FOR THE SOLE PURPOSE OF CONSENTING TO ALL PROVISIONS
IN THIS AGREEMENT APPLICABLE TO ESCROW AGENT:

MAYNARD NEXSEN PC

By: [Signature]
Name: W. Knight
Title: President

EXHIBIT "A"

Depiction and/or Description of Property



ASSIGNMENT OF PURCHASE AND SALE AGREEMENT

THIS ASSIGNMENT OF PURCHASE AND SALE AGREEMENT (this "Assignment"), is made and entered into as of this 13th day of February, 2025, by and between PDC LAND ACQUISITION, LLC, a Georgia limited liability company (hereinafter "Assignor"), and BLUE RIDGE FAMILY I, LP, a Georgia limited partnership (hereinafter "Assignee").

WITNESSETH

In consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign to Assignee all of its right, title, and interest in and to that certain Purchase and Sale Agreement dated February 7, 2025 between Assignor and Claude Smith Enterprises Inc. (as amended to date, as applicable, the "Agreement"), involving certain real property located in Lancaster, South Carolina, containing approximately 8.429 acres, as more particularly described in the Agreement.

ASSIGNEE does hereby accept this Assignment, and for it and its successors and assigns, does hereby assume and agree to perform and discharge all of the Assignor's liabilities, obligations and duties under the Agreement.

IN WITNESS WHEREOF, each of the undersigned have caused this Assignment to be executed under seal by its duly authorized officer the day first above written.

ASSIGNOR:

PDC LAND ACQUISITION, LLC, a Georgia
limited liability company

By: _____

Name: _____

Title: _____

Wiley A. Tucker III
WILEY A. TUCKER, III
Co-Manager

ASSIGNEE:

BLUE RIDGE FAMILY I, LP, a Georgia limited
partnership

By: Blue Ridge Family I GP, LLC, a Georgia
limited liability company, its general partner

By: Prestwick Blue Ridge Family I GP, LLC, a
Georgia limited liability company, its
manager

By: _____

Name: _____

Title: _____

Wiley A. Tucker III
Wiley A. Tucker III
Co-Manager



Building, Planning, Zoning & Licensing

March 10, 2025

Casey Craven
Assistant Vice President/Development
3715 Northside Parkway, NW Building 200 Suite 175
Atlanta, GA 30327

RE: Oakleaf Drive, Lancaster, SC
Parcel ID: 0068H-0A-024.00

Dear Mr. Craven:

This office has jurisdiction over administration and enforcement of zoning, building, and subdivision regulations in the City of Lancaster, Lancaster County, South Carolina.

This letter is to inform you that the proposed referenced development site consisting of one (1) parcel containing approximately 24.62 acres is in the City of Lancaster and is zoned for Multifamily (MF) development. The current density allows for approximately eighty (80) multifamily dwelling units.

The undersigned certifies that the above information contained herein is believed to be accurate and is based upon, or relates to, the information supplied by the requestor. The Authority assumes no liability for errors and omissions.

If you need any further information, please contact the undersigned at (803) 289-2795.

Sincerely,

Louis Streater
Department Director

216 S. Catawba Street P.O. Box 1149 Lancaster, S.C. 29721
Phone: (803) 283-4253



4/10/25

RE: Water & Sewer Verification

2095 Oakleaf Dr

0068H-0A-024.00

This letter is written in reference to the above location.

The City of Lancaster is confirming that water and sanitary sewer are accessible and within 500 ft of the property.

If you have any question or need addition information, please feel free to contact me at 803-320-4472

Or by email ksims@lancastercitysc.com

Sincerely

A handwritten signature in black ink that reads "Ken Sims".

Ken Sims

Field Superintendent

916 15TH STREET P.O. BOX 1149 LANCASTER, S.C. 29721
PHONE: (803) 285-9431 FAX: (803) 283-0767
"A DEPARTMENT ON THE MOVE"

Addendum D

Comparable Data

Location & Property Identification

| | |
|---------------------|---------------------|
| Property Name: | 7.80 Acres |
| Sub-Property Type: | Commercial, Retail |
| Address: | 2871 Heckle Blvd. |
| City/State/Zip: | Rock Hill, SC 29732 |
| County: | York |
| Market Orientation: | Suburban |
| IRR Event ID: | 3342998 |



Sale Information

| | |
|-------------------------|---------------------------------|
| Sale Price: | \$1,450,000 |
| Effective Sale Price: | \$1,450,000 |
| Sale Date: | 12/26/2024 |
| Recording Date: | 12/30/2024 |
| Sale Status: | Closed |
| \$/Acre(Gross): | \$185,897 |
| \$/Land SF(Gross): | \$4.27 |
| \$/Acre(Usable): | \$185,897 |
| \$/Land SF(Usable): | \$4.27 |
| Grantor/Seller: | Waterstone Development LLC etal |
| Grantee/Buyer: | JFS Holdings LLC |
| Assets Sold: | Real estate only |
| Property Rights: | Fee Simple |
| Financing: | Cash to seller |
| Conditions of Sale: | Arm's-length |
| Terms of Sale Comments: | Arms length |
| Document Type: | Warranty Deed |
| Recording No.: | Book 21686, Page 233 |
| Verification Type: | Secondary Verification |

Improvement and Site Data

| | |
|------------------------|-----------------|
| Legal/Tax/Parcel ID: | 5420301259 |
| Acres(Usable/Gross): | 7.80/7.80 |
| Land-SF(Usable/Gross): | 339,768/339,768 |
| Usable/Gross Ratio: | 1.00 |
| Shape: | Irregular |

7.80 Acres

| | |
|-----------------------|---------------------------------------|
| Topography: | Level |
| Vegetation: | Heavily treed |
| Corner Lot: | Yes |
| Frontage Feet: | 1377 |
| Frontage Desc.: | 717' Rawlinson Rd., 660' Heckle Blvd. |
| Frontage Type: | 2 way, 2 lanes each way |
| Zoning Code: | GC |
| Zoning Desc.: | General Commercial |
| Utilities: | Electricity, Water Public, Sewer |
| Source of Land Info.: | Public Records |

Comments

Property located in a buys area of Rock Hill and within 6 miles of Highway I-77. Nearby points of interest include Zaxby's, Old Pointe Elementary School, Rock Hill Aquatics Center and Rock Hill Crossing Center.



Location & Property Identification

| | |
|---------------------|----------------------------|
| Property Name: | Commercial Land-2.54 Acres |
| Sub-Property Type: | Commercial |
| Address: | 9843 Calvin Hall Rd. |
| City/State/Zip: | Indian Land, SC 29707 |
| County: | Lancaster |
| Market Orientation: | Suburban |
| IRR Event ID: | 2987844 |



Sale Information

| | |
|-----------------------|------------------------|
| Sale Price: | \$490,000 |
| Effective Sale Price: | \$490,000 |
| Sale Date: | 12/30/2022 |
| Sale Status: | Closed |
| \$/Acre(Gross): | \$192,913 |
| \$/Land SF(Gross): | \$4.43 |
| \$/Acre(Usable): | \$192,913 |
| \$/Land SF(Usable): | \$4.43 |
| Grantor/Seller: | Linda P Faulkner |
| Grantee/Buyer: | Mavil LLC |
| Property Rights: | Fee Simple |
| Financing: | Cash to seller |
| Document Type: | Deed |
| Recording No.: | book 1622 page 144 |
| Verification Type: | Secondary Verification |

| | |
|-----------------------|----------------|
| Zoning Code: | PB/Lancaster |
| Zoning Desc.: | Business Park |
| Flood Plain: | No |
| Utilities: | Electricity |
| Utilities Desc.: | Water: well. |
| Source of Land Info.: | Public Records |

Comments

Land value only - existing improvements offer no contributory value.

Improvement and Site Data

| | |
|------------------------|--|
| Legal/Tax/Parcel ID: | 0005-00-088.00 |
| Acres(Usable/Gross): | 2.54/2.54 |
| Land-SF(Usable/Gross): | 110,642/110,642 |
| Usable/Gross Ratio: | 1.00 |
| Shape: | Irregular |
| Topography: | Gently Sloping |
| Corner Lot: | Yes |
| Frontage Feet: | 726 |
| Frontage Desc.: | 619' Calvin Hall Rd, 107' Ponderosa Dr |

Location & Property Identification

| | |
|---------------------|---|
| Property Name: | Commercial Land - Self Storage Site |
| Sub-Property Type: | Commercial |
| Address: | West of Charles Pettus Road and East of Van Wyck Road |
| City/State/Zip: | Lancaster, SC 29720 |
| County: | Lancaster |
| Market Orientation: | Suburban |
| IRR Event ID: | 2945385 |



Sale Information

| | |
|-------------------------|--|
| Sale Price: | \$2,100,000 |
| Effective Sale Price: | \$2,100,000 |
| Sale Date: | 10/05/2022 |
| Sale Status: | Closed |
| \$/Acre(Gross): | \$154,753 |
| \$/Land SF(Gross): | \$3.55 |
| \$/Acre(Usable): | \$154,753 |
| \$/Land SF(Usable): | \$3.55 |
| Grantor/Seller: | Patricia A Moore |
| Grantee/Buyer: | Indian Land Storage LLC ETAL |
| Property Rights: | Fee Simple |
| Financing: | Cash to seller |
| Conditions of Sale: | Arm's-length |
| Terms of Sale Comments: | Arm's Length |
| Document Type: | Deed |
| Recording No.: | Book 1595 Page 99 |
| Verified By: | Emily C. Paprota |
| Verification Date: | 11/18/2022 |
| Confirmation Source: | Pam Morrell-Stephen Cooley Real Estate |
| Verification Type: | Confirmed-Seller Broker |

| | |
|------------------------|---|
| MSA: | Lancaster, SC Micropolitan Statistical Area |
| Legal/Tax/Parcel ID: | 0016-00-045.02 |
| Acres(Usable/Gross): | 13.57/13.57 |
| Land-SF(Usable/Gross): | 591,109/591,109 |
| Usable/Gross Ratio: | 1.00 |
| Shape: | Irregular |
| Topography: | Gently Sloping |
| Corner Lot: | No |
| Frontage Feet: | 1157 |
| Frontage Desc.: | 814' Charles Pettus Road, 343' Van Wyck Rd |
| Zoning Code: | GB |
| Zoning Desc.: | General Business |
| Flood Plain: | No |
| Utilities: | Electricity |
| Utilities Desc.: | County water/sewer is available nearby. |
| Source of Land Info.: | Public Records |

Comments

Buyer plans to build a self storage.

Improvement and Site Data

Location & Property Identification

| | |
|---------------------|---|
| Property Name: | Commercial Land |
| Sub-Property Type: | Commercial, Other |
| Address: | Southeast Corner of Walnut Creek Pkwy and Charlotte Highway |
| City/State/Zip: | Lancaster, SC 29720 |
| County: | Lancaster |
| Market Orientation: | Suburban |
| IRR Event ID: | 2945949 |



Sale Information

| | |
|-------------------------|---------------------------------|
| Sale Price: | \$1,350,000 |
| Effective Sale Price: | \$1,350,000 |
| Sale Date: | 04/14/2022 |
| Sale Status: | Closed |
| \$/Acre(Gross): | \$133,663 |
| \$/Land SF(Gross): | \$3.07 |
| \$/Acre(Usable): | \$133,663 |
| \$/Land SF(Usable): | \$3.07 |
| Grantor/Seller: | Edenmoor Land Acquisition |
| Grantee/Buyer: | Lakemont Property Investors LLC |
| Property Rights: | Fee Simple |
| % of Interest Conveyed: | 100.00 |
| Financing: | Cash to seller |
| Conditions of Sale: | Arm's-length |
| Terms of Sale Comments: | Arm's Length |
| Document Type: | Deed |
| Recording No.: | Book 1540 Page 203 |
| Verified By: | Baker Haynes |
| Verification Date: | 11/21/2022 |
| Verification Type: | Secondary Verification |

| | |
|---------------------------|--|
| Land-SF(Usable/Gross): | 439,956/439,956 |
| Usable/Gross Ratio: | 1.00 |
| Shape: | Irregular |
| Topography: | Level |
| Vegetation: | Minimal |
| Corner Lot: | Yes |
| Frontage Desc.: | 1045' Walnut Creek Pky, 572' Charlotte Hwy. |
| Frontage Type: | 2 way, 2 lanes each way |
| Traffic Control at Entry: | Turn lane |
| Traffic Flow: | High |
| Traffic Count: | 24,300 vpd |
| AccessibilityRating: | Average |
| Visibility Rating: | Good |
| Zoning Code: | PDD-Hwy Corridor Overlay |
| Zoning Desc.: | Planned Development District-Hwy Corridor Overlay |
| Flood Plain: | No |
| Utilities: | Electricity, Water Public, Sewer, Rail |
| Utilities Desc.: | Public water; sewer nearby, may not be connected yet |
| Source of Land Info.: | Public Records |

Improvement and Site Data

| | |
|----------------------|----------------|
| Legal/Tax/Parcel ID: | 0020-00-002.02 |
| Acres(Usable/Gross): | 10.10/10.10 |

Comments

Purchased for the potential development of a self-storage facility with some out parcels.

Comments (Cont'd)

Mostly cleared.



Addendum E

Engagement Letter

Integra Realty Resources
Atlanta | Charlotte | Raleigh | Richmond
Birmingham | Columbia | Greensboro | Charleston

1623 Lake Murray Boulevard
Columbia, SC 29212

T 803.772.8282
F 803.772.0087
110-production@irr.com
www.irr.com



March 3, 2025

Blue Ridge Family I, LP
C/o Casey Craven
Assistant Vice President
Prestwick Companies
3715 Northside Parkway NW
Building 200, Suite 175
Atlanta, GA 30327
404.949.3895
Casey@prestwickcompanies.com

SUBJECT: Proposal and Authorization for Valuation and Consulting Services
Land - Blue Ridge Pointe
2095 Oakleaf Drive, Lancaster, SC 29720 (the "Subject Property")

Dear Mr. Craven:

Upon your acceptance of this letter agreement, Integra Realty Resources – Columbia ("IRR – Columbia"), will prepare an appraisal of the Subject Property.

Terms of Engagement

| | |
|-----------------------------------|---|
| Parties to the Agreement: | Integra Realty Resources – Columbia, Prestwick Companies and Blue Ridge Family I, LP |
| Intended User(s): | The appraisal will be prepared for Blue Ridge Family I, LP and is intended only for the use specified below. We are not responsible for unauthorized use of the report. |
| Intended Use: | To estimate the market value as is of the property for buy/sell purposes. |
| Subject of the Assignment: | Land - Blue Ridge Pointe - 2095 Oakleaf Drive, Lancaster, SC 29720. |



Blue Ridge Family I, LP
C/o Casey Craven
March 3, 2025
Page 2

| | |
|----------------------------------|--|
| Type of Opinion: | Market Value As Is |
| Property Rights: | Fee Simple |
| Date of Appraisal: | Current |
| Assignment Conditions: | The assignment may include extraordinary assumptions or hypothetical conditions only if necessary to produce credible appraisal results. |
| USPAP Compliance: | The appraisal will be prepared in conformance with and subject to, the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the <i>Uniform Standards of Professional Appraisal Practice</i> (USPAP) developed by the Appraisal Standards Board of the Appraisal Foundation. |
| Prior Services: | The Ethics Rule of USPAP requires us to disclose to you any prior services we have performed regarding the Subject Property within a three-year period immediately preceding the acceptance of this assignment, either as an appraiser or in any other capacity. We represent that we have not performed any services that require disclosure under this rule. |
| Approaches to Value Used: | All applicable |
| Reporting Option: | Appraisal Report - Standard Format |
| Report Copies: | Electronic format only (PDF) |
| Assignment Start Date: | Upon return of complete and signed engagement letter. It is not sufficient to only return the signature page. |
| Report Delivery: | 30 days. The delivery date is contingent upon the absence of events outside our control, timely access for inspection of the Subject Property, as well as our receipt of all requested information necessary to complete the assignment. |
| Fee: | \$1,750 |
| Retainer: | No retainer is required for this assignment. The fees will be due and payable within 30 days of the delivery of the reports. It is understood that simple interest of 15% per annum will accrue on any unpaid balance for compensation |

Blue Ridge Family I, LP
C/o Casey Craven
March 3, 2025
Page 3

**Additional Conditions of
Engagement:**

due, subject to reduction pursuant to any applicable usury law. We shall also be entitled to recover our costs (including attorneys' fees), associated with collecting any amounts owed or otherwise incurred in connection with this assignment.

All work will be performed under the direct supervision of the undersigned, together with other staff members. The appraisal and this letter agreement will be subject to our standard assumptions and limiting conditions a copy of which is attached as Attachment I.

Please be advised that we are not experts in the areas of building inspection (including mold), environmental hazards, ADA compliance or wetlands. Therefore, unless we have been provided with appropriate third-party expert reports, the appraisals will assume that there are no environmental, wetlands, or ADA compliance problems. The agreed upon fees for our services assume the absence of such issues inasmuch as additional research and analysis may be required. If an expert is required, you are responsible for their selection, payment, and actions.

If we receive a subpoena or are called to testify in any litigation, arbitration, or administrative hearing of any nature whatsoever or because of this engagement or the related report, to which we are not a party, you agree to pay our then current hourly rates for such preparation and presentation of testimony. You agree that: (i) the data collected by us in this assignment will remain our property; and (ii) with respect to any data provided by you, IRR – Columbia and its partner companies may utilize, sell and include such data (either in the aggregate or individually), in the Integra database and for use in derivative products. You agree that all data already in the public domain may be utilized on an unrestricted basis. Finally, you agree that we may use commercially available as well as proprietary software programs to perform your assignment (web based and others).

IRR – Columbia is an independently owned and operated company. The parties hereto agree that Integra Realty Resources, Inc. ("Integra") shall not be liable for any claim arising out of or relating to any appraisal report or any information or opinions contained therein as such appraisal report is the sole and exclusive responsibility of IRR –

Blue Ridge Family I, LP
C/o Casey Craven
March 3, 2025
Page 4

Columbia. In addition, it is expressly agreed that in any action which may be brought against IRR – Columbia and/or any of its officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), arising out of, relating to, or in any way pertaining to this engagement letter, the appraisal reports or any related work product, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further expressly agreed that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the assignment (unless the appraisal was fraudulent or prepared with intentional misconduct). It is expressly agreed that the fees charged herein are in reliance upon the foregoing limitations of liability.

If you agree with the terms set forth in this letter and wish us to proceed with the engagement, please sign below and return one copy to us. Thank you for this opportunity to be of service and we look forward to working with you.

Sincerely,

INTEGRA REALTY RESOURCES – COLUMBIA



Elizabeth B. Keys
Senior Analyst

Attachments

AGREED & ACCEPTED THIS 4th DAY OF March, 2025.

BY: PRESTWICK COMPANIES



AUTHORIZED SIGNATURE

CASEY CRAVEN

NAME (PRINT)

ATTACHMENT I

STANDARD ASSUMPTIONS & LIMITING CONDITIONS

The appraisal report and any work product related to the engagement will be limited by the following standard assumptions:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The Subject Property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the Subject Property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the Subject Property more or less valuable. Furthermore, there is no asbestos in the Subject Property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The Subject Property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

The appraisal report and any work product related to the engagement will be subject to the following limiting conditions, except as otherwise noted in the report:

1. An appraisal is inherently subjective and represents our opinion as to the value of the Subject Property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the Subject Property without compensation relative to such additional employment.
6. We have made no survey of the Subject Property and assume no responsibility in connection with such matters. Any sketch or survey of the Subject Property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal covers the Subject Property as described in this report, and the areas and dimensions set forth are assumed to be correct.
7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the Subject Property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic

considerations, such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters. Such considerations may also include determinations of compliance with zoning and other federal, state, and local laws, regulations and codes.

9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the Subject Property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.
10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the persons signing the report.
11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.
12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
13. If the Subject Property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the Subject Property at the time these leases expire or otherwise terminate.
14. Unless otherwise stated in the report, no consideration has been given to personal property located on the Subject Property or to the cost of moving or relocating such personal property; only the real property has been considered.
15. The current purchasing power of the dollar is the basis for the value stated in the appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
16. The values found herein are subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.
17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.
18. The *Americans with Disabilities Act (ADA)* became effective January 26, 1992. We have not made a specific survey or analysis of the Subject Property to determine whether the physical aspects of the improvements meet the *ADA* accessibility guidelines. We claim no expertise in *ADA* issues, and render no opinion regarding compliance of the Subject Property with *ADA* regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
19. The appraisal report is prepared for the exclusive benefit of you, your subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.

20. No studies have been provided to us indicating the presence or absence of hazardous materials on the Subject Property or in the improvements, and our valuation is predicated upon the assumption that the Subject Property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances, and mold. No representations or warranties are made regarding the environmental condition of the Subject Property. IRR – Columbia and/or any of its officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties") shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the Subject Property.
21. The persons signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the Subject Property is in an identified Special Flood Hazard Area. However, we are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the Subject Property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.
22. We are not a building or environmental inspector. The Integra Parties do not guarantee that the Subject Property is free of defects or environmental problems. Mold may be present in the Subject Property and a professional inspection is recommended.
23. The appraisal report and value conclusions for an appraisal assumes the satisfactory completion of construction, repairs, or alterations in a workmanlike manner.
24. IRR – Columbia is an independently owned and operated company. The parties hereto agree that Integra Realty Resources, Inc. ("Integra") shall not be liable for any claim arising out of or relating to any appraisal report or any information or opinions contained therein as such appraisal report is the sole and exclusive responsibility of IRR – Columbia. In addition, it is expressly agreed that in any action which may be brought against the Integra Parties arising out of, relating to, or in any way pertaining to the engagement letter, the appraisal reports or any related work product, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further expressly agreed that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the assignment (unless the appraisal was fraudulent or prepared with intentional misconduct). It is expressly agreed that the fees charged herein are in reliance upon the foregoing limitations of liability.
25. IRR – Columbia is an independently owned and operated company, which has prepared the appraisal for the specific intended use stated elsewhere in the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report or any other work product related to the engagement (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).
26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. The Integra Parties are not responsible for these and other future occurrences that could not have

reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of the Subject Property.

27. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.

As will be determined during the assignment, additional extraordinary or hypothetical conditions may be required to complete the assignment. The appraisal shall also be subject to those assumptions.