

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is executed and delivered as of the latest date of Buyer's or Seller's execution set forth on the signature page hereto (the "**Effective Date**"), by and between **PAULETTE BIRKNER**, a South Carolina resident, and **FRED WILKINS**, a South Carolina resident (collectively, "**Seller**"), and **DEEPEEN DEVELOPMENT, LLC**, a South Carolina limited liability company (together with its permitted successors and assigns, "**Buyer**") (Seller and Buyer may be referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**").

FOR AND IN CONSIDERATION OF the mutual agreements and undertakings herein set forth and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the Property described in Section 1 herein on the terms and conditions hereinafter set forth:

1. **Property**. Seller agrees to sell, and Buyer agrees to buy, subject to the terms and provisions of this Agreement, that certain parcel of land containing 28.81 acres, more or less, bearing Chester County tax parcel number 079-01-08-001-000 (the "**Land**"), together with all improvements thereon and all easements and appurtenances benefiting the same and applicable thereto (collectively, the "**Property**"), all lying and being along or near 598 Saluda Road, in the City of Chester, Chester County, South Carolina. The Land is the same real property as was conveyed to Seller by deed recorded in the Chester County, South Carolina, Register of Deeds Office in Book 1082, at Page 14, (the "**Vesting Deed**"), which deed is incorporated herein by this reference for a more complete and accurate description of the Land.

2. Purchase Price; Closing Costs

(a) **Purchase Price**. The purchase price for the Property (the "**Purchase Price**") shall be a fixed price of THREE HUNDRED TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$325,000.00). Buyer shall pay the Purchase Price to Seller in cash, by wire transfer or by other immediately available funds at Closing, subject to the pro-rations and adjustments set forth herein.

(b) **Closing Costs; Taxes**. Seller shall pay the cost of preparation of the Deed (defined in Section 5 below), the documentary stamp taxes to be affixed to (or required in order to record) the Deed, and the fees of Seller's attorney. Seller shall further pay at Closing any rollback or similar taxes which would be assessable upon any change in use of the Property. Buyer shall pay all other closing costs, including, without limitation, the costs of having title to the Property examined and obtaining title insurance, the costs of Buyer's Inspections (defined in Section 6 below), the costs of the Survey, and the fees of Buyer's attorney. Ad valorem real property taxes, public assessments and private assessments for the year in which Closing occurs, if any, shall be prorated as of the date of Closing. Ad valorem taxes and assessments for years prior to the year in which the Closing occurs shall be paid and discharged by Seller at or prior to Closing. The ad valorem real property taxes shall be based on the prior year's property taxes if the tax bill for the year of Closing is then unavailable, but otherwise based upon the tax bill for the year of Closing. Should the ad valorem tax bill for the Property for the year of Closing be unavailable as of the Closing Date, the Parties agree to re-prorate the ad valorem taxes for the year of Closing once the bill is available, which obligation shall survive the Closing.

3. **Tax Sale Deposit**. Within 20 days of the Effective Date, Buyer shall pay to the Chester County Treasurer the sum of NINE THOUSAND NINETY ONE AND 23/100 DOLLARS (\$9,091.23) ("**Tax Sale Deposit**") to redeem the Property prior to the expiration of the applicable statutory tax sale redemption period. The Tax Sale Deposit shall not be reimbursable to Buyer except as set forth in this Agreement. The Tax Sale Deposit shall be credited to the Purchase Price at Closing.

4. **Closing.** The closing ("**Closing**") of the purchase and sale of the Property shall occur no later than 5:00 p.m. EST on the date that is 240 days after the expiration of the Inspection Period (the "**Closing Date**") at the office of Buyer's Attorney or at another location acceptable to Buyer and Seller within the Charlotte, North Carolina metropolitan area. The Closing may take place by way of an escrow style closing, in which neither party is required to attend the Closing.

5. **Delivery of Deed; Closing Documents; Leases.** At Closing, Seller shall deliver a special warranty deed in a Buyer approved form ("**Deed**") to Buyer, conveying marketable and insurable fee simple title to the Property to Buyer free and clear of all liens, but subject to the Permitted Exceptions. The legal description in the Deed shall be that taken from the Vesting Deed, and, should Buyer obtain the Survey, then, in addition to the Deed, Seller shall execute and deliver to Buyer at Closing, in recordable form, a quit-claim (non-warranty) deed describing the Property in accordance with the Survey.

At Closing, Seller shall also execute and/or deliver the following closing documents to Buyer: (a) a FIRPTA certificate; and (b) standard title insurance affidavits and other documents required by Buyer's title insurance company (collectively, the "**Closing Documents**"). All Closing Documents must be reasonably satisfactory to the Parties and their respective attorneys.

6. **Inspection Period; Financing Period.**

(a) **Inspection Period.** Buyer shall have an inspection period beginning on the Effective Date and continuing until 5:00 p.m. E.S.T. on the date that is 90 days therefrom (the "**Inspection Period**") within which to determine, in Buyer's sole discretion, the suitability of the Property for Buyer's intended use. During the Inspection Period, and until Closing, Buyer shall have the right to enter the Property to perform, at its sole cost and expense, such inspections and tests (collectively, the "**Inspections**") as Buyer deems necessary. Seller agrees that the Inspections may include Phase I, Phase II, and other environmental tests and examinations. Furthermore, during the Inspection Period, Buyer shall also have the right to have title to the Property examined. Seller shall have no obligation to cure any title defects, except as provided elsewhere herein with respect to Required Clearance Items. In the event that Buyer terminates this Agreement prior to the end of the Inspection Period for any reason or no reason at all by notice to Seller the parties shall have no further obligations to each other except for obligations which, by their express terms, survive the termination of this Agreement.

(b) **Seller Documents.** To the extent in Seller's possession or reasonably available to Seller at no cost to Seller and provided Seller has the right to do so, Seller shall deliver to Buyer within 5 business days of the Effective Date, for its review, copies of any and all surveys, engineering drawings, inspection reports, condition reports, environmental analyses and reports, evidence of utilities availability, tax records, and other documents and records of any nature pertaining to the Property (collectively, the "**Due Diligence Information**"). All Due Diligence Information shall be provided by Seller to Buyer on an AS-IS basis, without any representation or warranty by Seller as to the accuracy thereof. If Buyer terminates this Agreement, Buyer shall immediately return all Due Diligence Information to Seller.

(c) **Indemnification.** Buyer shall indemnify and hold harmless Seller from and against any and all claims, actions, lawsuits, damages, costs and expenses (including, without limitation, reasonable attorneys' fees), asserted against or incurred by Seller as a result of or in any way related to Buyer's Inspections or any entry upon the Property by Buyer or Buyer's agents, contractors, employees and any other person acting on Buyer's behalf. The foregoing indemnity obligation shall not extend, however, to any claims, actions, lawsuits, damages, costs, or expenses asserted against or incurred by Seller and resulting from the mere discovery by Buyer of any pre-existing condition upon the Property, or resulting

from any act or omission of Seller or its agents. This indemnification obligation shall survive Closing or the termination of this Agreement.

(d) Survey. During the Inspection Period, Buyer may cause a licensed South Carolina surveyor to prepare a survey of the Property in accordance with ALTA/NSPS standards (the "Survey"). The Survey shall be prepared in accordance with the Plat.

(e) Title Examination. Buyer may, within the Inspection Period, examine title to the Property and obtain a title commitment for the Property (the "Title Commitment"). Prior to the expiration of the Inspection Period (as defined below), Buyer may object to the matters disclosed therein (collectively, the "Title Objections"). If the Title Commitment is thereafter updated so as for any new exception to coverage to appear therein (including, without limitation, as to any survey items), Buyer may object to any such new matter revealed in such revision or new document by the expiration of the Inspection Period, or, if such revision or new document is received thereafter, then within five (5) days from receipt (also being "Title Objections"). For avoidance of doubt, Buyer's Title Objections may not include any Required Clearance Items, as Seller is obligated by the terms of this Agreement to cure or discharge the same. Seller shall have five (5) business days after receipt of Buyer's Title Objections to give Buyer notice that (a) Seller will remove any Title Objections from title, or (b) Seller elects not to cause such exceptions to be removed. Seller's failure to provide notice to Buyer within such five (5) business day period as to any Title Objection shall be deemed an election by Seller not to remove the Title Objection; for clarification, and avoidance of doubt, Seller shall have no obligation to cure or attempt to cure any Title Objection except as expressly set forth herein. If Seller so notifies or is deemed to have notified Buyer that Seller shall not remove any or all of the Title Objections, Buyer may either (i) proceed with the purchase and take the Property subject to such exceptions with no reduction of the Purchase Price, or (ii) to terminate this Agreement by notice to Seller within five (5) days following Seller's election, or deemed election, not to cure, in which case neither party shall have any further rights or obligations hereunder save for those which, by their express terms, survive the termination hereof. If Seller delivers notice to Buyer that it will remove any or all of the Title Objections, Seller shall be obligated to cure such Title Objections at or prior to Closing. In the event that Buyer fails to terminate this Agreement pursuant to the foregoing, Buyer shall be deemed as having elected to proceed with the purchase and take the Property subject to such exceptions with no reduction of the Purchase Price (and, in such event, the same shall be and become Permitted Exceptions hereunder).

Should Buyer not terminate this Agreement on account of any title or survey matter not otherwise constituting a Permitted Exception as defined below, then all matters of record (other than Required Clearance Items, as hereinafter defined), and all matters which would be disclosed by a current and accurate ALTA/NSPS survey of the Property, shall be deemed as having been accepted by Buyer, and shall be and constitute Permitted Exceptions. Notwithstanding anything to the contrary contained within this Agreement, however, Seller shall cure, at or prior to Closing, all title exceptions created by Seller on or after the date of this Agreement without the prior written consent of Buyer and Monetary Liens (collectively, the "Required Clearance Items"). "Monetary Liens" means any deeds of trust, mortgages, mechanic's liens or materialman's liens, and other monetary liens encumbering the Property. Buyer need not object to any such matters, and such matters shall not be or become Permitted Exceptions. The "Permitted Exceptions" shall be defined as: (i) ad valorem real property taxes, which are a lien but are not yet due and payable, for the year of the Closing, (ii) matters created by Buyer, and (iii) such matters as are accepted or deemed as having been accepted by Buyer in accordance with this Agreement.

(f) Environmental Contingency Period. Seller hereby discloses, and Buyer acknowledges, the existence of potential environmental hazards related to the former industrial use of the Property. Seller agrees that it is advisable for Buyer to negotiate and enter into a voluntary cleanup contract ("VCC") with the South Carolina Department of Health and Environmental Control ("DHEC") at or prior to Closing in

order to mitigate Buyer's remediation liability associated with the existing environmental condition of the Property. Notwithstanding anything within this Agreement to the contrary, Seller hereby authorizes Buyer to conduct a Phase II environmental site assessment and such other and further environmental examinations and analyses of the Property as may be necessary in order to enable Buyer to negotiate a VCC with DHEC (the "Further Testing"). Buyer shall provide Seller with a copy of the Further Testing upon request. In the event that Buyer does not proceed to Closing hereunder, Buyer shall cause the Property to be returned to materially the same condition it was in prior to the Further Testing (but Buyer shall not be obligated to remove any monitoring wells or similar apparatus installed as a part of the Further Testing). Buyer shall have a period of 220 days, commencing upon the expiration of the Inspection Period (such period of time being the "Environmental Contingency Period"), to negotiate a VCC with DHEC satisfactory to Buyer, failing which Buyer may terminate this Agreement by notice to Seller prior to the expiration of the Environmental Contingency Period and the Parties shall have no further rights, interests, or obligations hereunder, save for those which, by their express terms, survive the termination of this Agreement.

(g) Approvals. From and after the Effective Date, Buyer may apply for and attempt to obtain such governmental approvals, licenses, and permits as Buyer deems necessary for its intended use and development of the Property, and may apply for and seek a rezoning of the Property to accommodate Buyer's intended use thereof (the "Intended Use"). At no material cost to Seller, Seller shall cooperate with Buyer in applying for and attempting to obtain all such approvals (including any such rezoning), including, without limitation, by joining in any applications therefor.

7. Representations by Seller. Seller covenants, represents and warrants the following to Buyer:

(a) Seller has received no notice of any pending or threatened condemnation or similar proceeding or assessment affecting the Property, or any part thereof, nor to its actual knowledge, is any such proceeding or assessment contemplated by any governmental authority.

(b) To Seller's actual knowledge, there is no action, suit or proceeding pending or, threatened against Seller or the Property which, if adversely determined, would have an adverse effect on the Property or which challenges or impairs the ability of Seller to execute or deliver, or perform its obligations under, this Agreement and the documents executed by it pursuant to this Agreement or to consummate the transactions contemplated herein.

(c) This Agreement, when executed by Seller, shall constitute the legally binding obligation of Seller, enforceable against Seller in accordance with its terms.

(d) The Property is not subject to any leases, and is only occupied by Seller.

(e) Seller has never received written notice from any governmental authority that the Property is not in compliance with any state or federal environmental laws or that any governmental entity intends to investigate Seller or the Property on account of any alleged violation by Seller or the Property of any state or federal environmental laws.

(f) Seller possesses and owns the Property and Seller's possession and ownership of title to the Property has never been challenged; Seller holds good, marketable, and insurable fee simple title to the Property, subject to Permitted Exceptions, and the Property is not, to the best of Seller's knowledge, subject to any unrecorded leases, restrictions, easements, or other rights whatsoever.

(g) Seller shall not, following the Effective Date, further encumber the Property or change its state of title, or otherwise physically modify, or consent to any physical modification of, the Property without the written consent of the Buyer.

(f) The Due Diligence Information to be delivered to Buyer hereunder shall constitute complete and full copies of the same as maintained by Seller in its file, without omitting any part thereof.

8. **AS-IS Sale.** Buyer acknowledges and agrees that: (a) Buyer is experienced in the acquisition, ownership and operation of properties similar to the Property; (b) prior to the Closing date, Buyer will have inspected the Property to its satisfaction and is qualified to make such inspection; (c) Buyer has (or Buyer's representatives have), or prior to the Closing date will have, thoroughly inspected and examined the Property to the extent deemed necessary by Buyer in order to enable Buyer to evaluate the condition of the Property and all other aspects of the Property (including, but not limited to, the environmental condition of the Property) (subject to the express representations and warranties of Seller as set forth herein); (d) in consummating the purchase of the Property, Buyer is not relying on any representations or statements (oral or written) which may have been made or may be made by Seller or Seller's related parties, except for those representations of Seller set forth herein, and is, otherwise, relying solely upon Buyer's or its representatives' own inspections of the Property; and (e) any condition of the Property which Buyer discovers or desires to correct or improve prior to or after the Closing date shall be at Buyer's sole expense.

9. **Condemnation; Casualty.** If any portion of the Property is taken or threatened to be taken by condemnation, eminent domain or other governmental acquisition proceedings (collectively, a "**Taking**") prior to Closing, then Buyer may, within 15 days of the date Buyer obtained knowledge of the Taking, terminate this Agreement, in which event Seller and Buyer shall have no further rights or obligations hereunder, except as otherwise provided herein. If Buyer elects not to terminate this Agreement within such 15 day period, the Parties agree to reduce the Purchase Price by an amount equivalent to the condemnation proceeds or other award received by Seller or payable to Seller on account of such Taking. Should such proceeds not have been received by Seller as of the Closing, then Seller shall assign to Buyer at Closing its rights with respect thereto. The Closing shall be extended, if necessary, to allow Buyer the full benefit of the foregoing 15 day period. Likewise, if any portion of the Property is subjected to fire or other casualty hereafter and prior to Closing (a "**Casualty**"), then Buyer may, within 15 days of the date Buyer obtained knowledge of the Casualty, terminate this Agreement, in which event Seller and Buyer shall have no further rights or obligations hereunder, except as otherwise provided herein. If Buyer elects not to terminate this Agreement within such 15 day period, the Purchase Price shall be unabated, but, (a) if Seller has already received the proceeds of any casualty claim associated with such Casualty, the same shall be credited to Buyer's payment of the Purchase Price at Closing, together with the amount of the applicable insurance deductible(s), or (b) if Seller has not received the proceeds of any casualty claim associated with such Casualty, then Seller's rights and interests in such claim, and to receive the proceeds thereof, shall be assigned to Buyer at Closing in a manner satisfactory to the applicable insurer(s), and the amount of the applicable deductible(s) shall be credited to Buyer's payment of the Purchase Price at Closing. The Closing shall be extended, if necessary, to allow Buyer the full benefit of the foregoing 15 day period. Should a Casualty occur hereafter, then (a) Seller shall promptly make proof of loss with its insurer and diligently pursue such claim, and (b) Seller shall not release, waive, compromise, or settle such claim without Buyer's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

10. **Brokerage.** Seller has engaged N/A to represent it in this transaction ("**Seller's Broker**"). Seller shall pay the commission due to Seller's Broker at Closing pursuant to a separate agreement. Otherwise, Buyer and Seller each represent and warrant to the other that they have not had any direct or indirect dealings with any real estate brokers, salesman or agents in connection with the Property and this transaction, Buyer will pay and will defend and hold Seller harmless from and against

any and all finder's and/or broker's commissions due or claimed to be due on account of this transaction and arising out of contracts made by or the acts of Buyer, and Seller will pay and will defend and hold the Buyer harmless from and against any and all finder's and/or broker's commissions due or claimed to be due on account of this transaction and arising out of contracts made by or the acts of Seller. The indemnities in this Section 10 shall survive the Closing.

11. **Notices.** All notices, requests, demands or other communications given hereunder shall be delivered either (a) by hand, (b) by certified United States Mail, return receipt requested, (c) by electronic mail, or (d) by commercial overnight delivery service, in any event with postage, fees and delivery charges prepaid. Such notice shall be deemed to have been delivered on the earliest of the following: (i) as to hand delivery, the day that delivery is attempted by any means and refused or returned; (ii) as to certified U.S. mail, the day postmarked; (iii) as to electronic mail, on the date transmitted as indicated by the sender's electronic mail delivery system, and (iv) as to commercial overnight carrier, the day deposited with the carrier as reflected upon its records. All notices shall be mailed or delivered to the Parties at their respective addresses set forth as follows:

IF TO BUYER:

DEEPEN DEVELOPMENT, LLC
Attn: Andrew Cope
199 S Cherry Road
Rock Hill, SC 29732
Phone: (803) 242-5692
E-mail: Acope@jmcope.com

With copy to:

MORTON & GETTYS, LLC
Attn: Joshua B. Vann, Esq./Melissa G. Cassell, Esq.
Fountain Park Place
331 East Main Street, Suite 300
Post Office Box 707 (29731)
Rock Hill, SC 29730
Phone: (803) 366-3341
E-mail: joshua.vann@mortongettys.com
melissa.cassell@mortongettys.com

IF TO SELLER:

Paulette Birkner
224 Young St Apt 2
~~Chester, SC~~ Marion, SC
Phone: (803) ~~678-406~~ 7877
E-mail: _____

With copy to:

Fred Wilkins
7371 Kindlegood DR
~~Chester, SC~~ Edwardsville IL 62625
Phone: (803) ~~618-514~~ 9872
E-Mail: gatewayusedcars@yahoo.com

Each Party may change the address to which notice is to be delivered to it by notifying the other Party of the new address in the manner provided herein for giving notice, and each such change or address shall be effective 5 days after such notice of change is given. Notices may be given to or on behalf of the Parties by their respective attorneys.

13. Miscellaneous.

(a) Assignment. The terms, conditions, and covenants of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns; provided, however, no conveyance, assignment, or transfer of any interest whatsoever of, in, or to the Property or of this Agreement shall be made by Seller during the term of this Agreement, and Buyer's right to assign this Agreement shall be as qualified hereafter. Buyer shall not have the right to assign this Agreement without Seller's prior written consent, which consent shall not be unreasonably withheld, delayed or given; provided that, however, Buyer may assign this Agreement to another entity without Seller's consent as long as (a) such assignee is, directly or indirectly, affiliated with Buyer, and (b) Buyer provides Seller with a copy of the assignment at least three (3) business days in advance of the Closing Date. Buyer shall in no event be released from any of its obligations or liabilities hereunder as a result of any assignment; and upon any such assignment, Buyer shall remain jointly and severally liable with its assignee for all of Buyer's obligations of Buyer under this Agreement and the documents to be delivered hereunder as a part of Closing.

(b) Time is of the Essence; Business Days. Time is of the essence to all of the terms of this Agreement. Any date for performance or expiration of a relevant period hereunder, that falls on a Saturday, Sunday or day upon which national banks are closed within York County, South Carolina, will be extended to the next business day thereafter. When used herein, "business day" means any day that is not a Saturday, Sunday, or day upon which national banks are closed within York County, South Carolina.

(c) Modification. No modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the Parties.

(d) Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of South Carolina. The Parties consent to the jurisdiction of the courts of Chester County, South Carolina for resolution of any dispute under this Agreement.

(e) Severability. If any section or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid or waived through non-enforcement, this Agreement shall be otherwise unaffected by such determination and all of the provisions of this Agreement shall otherwise remain in full force and effect as though such section or provision or any part thereof so adjudicated to be invalid or waived through non-enforcement had not been adjudicated at all. In the event of any such invalidity, Seller and Buyer shall promptly negotiate in good faith valid new provisions to restore this Agreement to its original intent and effect.

(f) Merger. This Agreement expresses the entire agreement between the Parties. All other agreements, oral or written, are merged herein.

(g) Interpretation. Paragraphs, titles, headings and captions contained in this Agreement are inserted only for convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof. Buyer and Seller have the intent, capacity and authority to execute and enter into this Agreement, have carefully reviewed this Agreement, have had an opportunity to review and discuss the terms with counsel, and agree to each and every term willfully and voluntarily. Wherever appropriate, all words herein in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular. Buyer and Seller agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of any provision hereof.

(h) Binding Effect: Counterparts. This Agreement shall be binding upon, and inure to the benefit of, Seller and Buyer, and their respective permitted successors and assigns, as may be applicable.

(i) Tax-Deferred Exchange. In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.


(j) Execution. This Agreement may be executed as one instrument or in separate counterparts, the aggregate of which shall constitute a complete and fully executed version hereof; this Agreement may be executed by facsimile or like method of electronically reproduced signature (e.g. delivery of a .pdf), which signature hereon shall have the same force and effect as an original signature.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Seller and Buyer have caused this instrument to be duly executed under seal as of the Effective Date.

BUYER:

DEEPEN DEVELOPMENT, LLC, a South Carolina limited liability company, with its permitted assigns

BY: 
Andrew H. Cego, Authorized Signatory

Date: 11/27/23

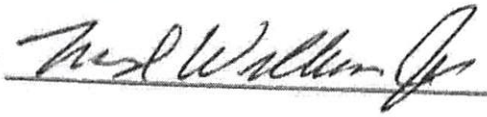
SELLER:

PAULETTE BIRKNER, a South Carolina Resident

BY: 

Date: 11/27/23

FRED WILKINS, a South Carolina Resident

BY: 

Date: 11-27-23