

201400263065
Electronic Filing
From: Wilson Law Firm
Thru: SIMPLIFILE

Instrument VOL PAGE
201400263065 OR 14237 105

201400263065
Filed for Record in
YORK COUNTY, SC
DAVID HAMILTON
07-11-2014 At 02:34 pm.
DEED 12.00
State Tax 455.00
County Tax 192.50

RECORDED
YORK COUNTY
TAX ASSESSOR'S OFFICE
DATE 07/11/2014
TAX MAP NO. 631-05-01-025
INITIALS CKemp

631-05-01-005,6,7,8,9,10,11,12,13,14,15,16

____ Space above this line for recording information ____

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS THAT, **JOHNNIE MAE S. MARTIN** herein referred to as Grantor for and in consideration of the sum of ONE HUNDRED SEVENTY FIVE THOUSAND AND 00/100 (175,000.00) Dollars paid by **ESB HOLDINGS, LLC**, hereinafter referred to as Grantee in the State aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee, its successors and assigns, forever:

See Exhibit "A" attached hereto and incorporated herein by reference.

Derivation: This being the same property conveyed to Johnnie Mae S. Martin by deeds recorded in Deed Book 771 at Page 106, Deed Book 868 at Page 268 and Deed Book 939 at Page 226.

This conveyance is made subject to Easements, Restrictions, Covenants, and Conditions of record, including matters shown on recorded plats.

Grantee's Address: 2130 Sharon Lane
 Charlotte, NC 28211

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 Grantee, its successors and assigns forever.

AND THE GRANTOR does hereby bind Grantor, her heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Grantee, its successors, and assigns, against Grantor and Grantor's heirs, and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my Hand and Seal this 11th day of July, in the year of our Lord 2014

Signed, Sealed and Delivered
in the Presence of:

Beth H. Williams

Wishie Young Beam

Johnnie Mae S. Martin by
Derwin C. Martin, her attorney in
Johnnie Mae S. Martin, by Derwin C.
Martin, her attorney-in-fact fact

STATE OF SOUTH CAROLINA
COUNTY OF YORK

Personally appeared before me the undersigned and made oath that she saw the within named Grantor sign, seal and as Her act and deed, deliver the within-written Deed for the uses and purposes therein mentioned, and that she with the other witness subscribed aboved witnessed the execution thereof.

SWORN to before me this
11th day of July, 2014

Beth H. Williams

Wishie Young Beam

Notary Public for the State of South Carolina
My Commission Expires: 6.3.24

Exhibit "A"

Parcel I

All that certain piece, parcel, or lot of land, situate, lying and being in the City of Rock Hill, York County, South Carolina and being more particularly described as follows: BEGINNING at a stake on the eastern side of Williams Street on the dividing line between lots 75 and 76, the same being N. 40-15 W 80 feet from the intersection of Williams Street and Lewis Street; and running thence with said dividing line N. 49-45 W 105 feet to a stake; thence N. 40-15 W. 50 feet to a stake; thence S. 49-45 E. 105 feet to a stake on Williams Street; thence with Williams Street S. 40-15 E. 50 feet to the beginning.

Parcel II

All that certain piece, parcel or lot of land, lying, being and situate in the City of Rock Hill, County of York, State of South Carolina, being more particularly described as follows: BEGINNING at a stake on the southeastern side of Chandler Drive and End Street, and running thence S. 45-45 W 130 feet to a stake; thence S. 44-15 E 50 feet to a stake; thence N 45-45 E 130 feet to a stake on Chandler Drive; thence with Chandler Drive, N 44-15 W 50 feet to the beginning, being shown and designated as Lots No. 37 and 38 on map of Chandler Park, dated May 11, 1945.

Parcel III

All that certain piece, parcel or lot of land lying, being and situate in Ebenezer Township, York County, South Carolina, designated and shown as Lot No. 18 on Map of Chandler Park Extension, Property of H. B. Powell, prepared by P. B. Wilson, Jr., Registered Surveyor, May 11, 1946, said plat recorded in the Office of the Clerk of Court for York County, South Carolina, in Plat Book 3 at page 280, said lot being more particularly described as follows: BEGINNING at a point on Neal Street at front corner of lots 17 and 18, said beginning point being 75 feet S. 44-15 E. from intersection of Neal Street and End Street, and running thence with said Neal Street, N 44-15 W 75 feet to intersection of Neal Street and End Street; thence with said End Street, N. 5-1/2 E 250 feet to stake; thence S 44-15 E 210 feet to stake, rear corner lots 17 and 18; thence with dividing line between lots 17 and 18, S 45-45 W 220 feet to the beginning point on Neal Street; being the identical property conveyed to J. M. Wall by deed from H. B. Powell.

Parcel IV

All that certain piece, parcel or lot of land, lying, being and situate in Ebenezer Township, York County, South Carolina, designated and shown as Lot No. 17 on Map of Chandler Park Extension, Property of H. B. Powell, prepared by P. B. Wilson, Jr., Registered Surveyor, May 11, 1946, said plat recorded in the Office of the Clerk of Court for York County, S.C., in Plat Book 3 at page 280, the lot herein conveyed being more particularly described according to said plat as follows: BEGINNING at a point on the northeastern edge of right of way of Neal Street, joint front corner of lot herein conveyed and Lot No. 16 as shown on said plat, and running thence with the dividing line between said lots, N. 45-45 E. 220 feet to a point; thence along the rear line of lot herein conveyed, N. 44-15 W. 75 feet to a point, joint corner of lot herein conveyed and Lot No. 18 (other property of Martin); thence with the dividing line between said lots, S. 45-45 W. 220 feet to a point on the edge of right of way of Neal Street; thence with the edge of said right of way of Neal Street, S. 44-15 E. 75 feet to the point of beginning.

Parcel V

All those certain pieces, parcels or lots of land, situated in Ebenezer Township, York County, South Carolina, and designated as Lots No. 15 and 16 of Chandler Park Extension, property of H. B. Powell, surveyed by P. B. Wilson, Jr., said plat recorded in Plat Book _____ at page _____, in the Office of the Clerk of Court for York County, South Carolina, and being more particularly described according to said plat as follows: BEGINNING at an iron stake 920 feet from U.S. Highway No. 21 and at a point on Neal Street between Lot #14 and #15, and running thence with dividing line of said lots, N. 45-45 E 220 feet to an iron stake; thence with back of lots #15 and 16, and Chandler Park property, N. 44-15 W 150 feet to an iron stake between lots #16 and 17; thence with dividing line of said lots, S. 45-45 W. 220 feet to an iron stake on Neal Street; thence along line of Neal Street, S. 44-15 E. 150 feet to the beginning corner.

Parcel VI

All that certain piece, parcel or lot of land lying, being and situate in the State of South Carolina, County of York, in the City of Rock Hill, together with improvements thereon, being more particularly described as follows: BEGINNING at the northeastern side of Neal Street 695 feet northwest of Cherry Road, and running thence with Neal Street N. 44 15 W 75 feet to stake; thence N. 45 45 E 220 feet to stake; thence S 44 15 E 75 feet to stake; thence S 45 45 W 220 feet to the beginning, and being shown and designated as Lot No. 12 on Map of Chandler Park Extension.

Parcel VII

All that certain piece, parcel or lot of land lying, being and situate near the City of Rock Hill, County of York, State of South Carolina, being shown and designated as Lot #13 on map of Chandler Park Extension, dated May 11, 1946, and recorded in the Office of the Clerk of Court for York County in Plat Book 3, at page 280, and more particularly described as follows: BEGINNING at a stake on the northeastern side of Neal Street at a point of 375 feet southeast of the intersection of End Street and Neal Street, and running thence N. 45-45 E. 220 feet to a stake; thence S. 44-15 E 75 feet to a stake; thence S. 45-45 W 220 feet to a stake on Neal Street; thence with Neal Street N. 44-15 W. 75 feet to the beginning.

Parcel VIII

All that certain piece, parcel or lot of land lying, being and situate in the City of Rock Hill, County of York, State of South Carolina, being more particularly described as follows: BEGINNING at a stake on the northeastern side of Neal Street at a point 300 feet southeast of the intersection of Neal Street and End Street, and running thence N. 45-45 E. 220 feet to a stake; thence S. 44-15 E 75 feet to a stake; thence S. 44-15 W. 75 feet to the beginning. The same being shown and designated at Lot #14 on Map of Property of Chandler Park Extension, prepared by P. B. Wilson, Jr., May 11, 1946, this being the same property conveyed to Joe H. and Catherine B. Garrett, and subsequently conveyed by the said Joe H. and Catherine B. Garrett to Harold D. and Betty A. Morgan by deed dated April 30, 1962, and recorded October 15, 1962, in Deed Book 304 at page 256 in the Office of the Clerk of Court for York County, South Carolina.

Parcel IX

All that certain piece, parcel or lot of land, situated in the State of South Carolina, County of York, Township of Ebenezer, and designated as Lots Nos. 7 and 8, the property of H. B. Powell, a part of Tract No. 2 as conveyed by Loubert Kimbrell to the said H. B. Powell and recorded April 12, 1946, in the York County Records; being more particularly described as follows: BEGINNING at an iron stake on the north side of Neal Street and 325 feet from U.S. Highway No. 21, at a point on front dividing line of lots No. 6 and 7, running thence with dividing line of said lots, N. 45-45 E 220 feet to an iron stake at the back corner of said lots and the Chandler Park Property, thence along the back lines of lots Nos. 7 and 8, N. 44-15 W 150 feet to an iron stake at the back dividing line of lots nos. 8 and 9, thence with said dividing line, S 45-45 W 220 feet to an iron stake on Neal Street; thence with Neal Street, S 44-15 E 150 feet to the beginning corner.

Parcel X

All that certain piece, parcel or lot of land situated in the State of South Carolina, County of York and Township of Ebenezer, designated as Lots Nos. 9 and 10 of Chandler Park Extension, the Property of H. B. Powell, and surveyed by P. B. Wilson, Jr., May 11, 1946, recorded in Book 3 at page 280 in the Office of the Clerk of Court for York County, S.C. BEGINNING at an iron stake on the north side of Neal Street and 470 feet from U.S. Highway #21, and at a point on the front dividing line of lots nos. 8 and 9, and running thence with said dividing line N. 45-45 E 220 feet to an iron stake on back corner of said lots and line of Chandler property, thence with line of Chandler property and back line of lots nos. 9 and 10, N. 44-15 W 150 feet to an iron stake at the back dividing line of lots nos. 10 and 11, thence with said dividing line S. 45-45 W 220 feet to an iron stake on Neal Street; thence with Neal Street, S. 44-15 E 150 feet to the beginning corner.

Parcel XI

All that certain piece, parcel or lot of land, situate, lying and being in the City of Rock Hill, County of York, and State of South Carolina, being more particularly described as follows: BEGINNING at a stake on the northern side of Neal Street, 695 feet west of intersection of Neal Street and U.S. Highway #21, and running thence N. 45-45 E 220 feet to a stake; thence N. 44-15 W. 75 feet to a stake; thence S. 45-45 W. 220 feet to a stake; thence S. 44-15 E. 75 feet to the point of beginning; being designated as Lot 11 on Map of Chandler Park Ext., said plat being recorded in Plat Book 3 at page 280 in the Office of the Clerk of Court for York County, S. C.

26.00
11.00

Brice Law Firm, LLC
P. O. Drawer 300
York, SC 29745

RECORDED
YORK COUNTY
TAX ASSESSOR'S OFFICE
DATE 3-27-15
TAX MAP NO. 631-3-4-6+7
INITIALS BS/CLK

201500291526
Filed for Record in
YORK COUNTY, SC
DAVID HAMILTON, CLERK OF COURTS
03-27-2015 At 08:19 am.
DEED 10.00
State Tax 26.00
County Tax 11.00
OR Vol 14755 Page 277 - 279

STATE OF SOUTH CAROLINA)
COUNTY OF YORK) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS that **ETC FBO William Rogers IRA #72354 AKA Equity Trust Company Custodian FBO William Rodgers IRA** hereinafter referred to as "Grantor", in the State and County aforesaid, for and in consideration of Ten Thousand and 00/100 (\$10,000.00) DOLLARS paid by **ESB Holdings, LLC**

2130 Sharon Lane, Charlotte, NC 28211 hereinafter the

"Grantee", has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Grantee, its Successors and assigns forever, the following described real property, to wit:

Tract 1 – 1236 Bose Avenue (Tax Map No. 631-03-04-006):

All that certain piece, parcel or lot of land lying, being and situate in the City of Rock Hill, Ebenezer Township, York County, South Carolina, located on the eastern side of Bose Avenue, known as Lot 6, of Block 10, Catawba Terrace Subdivision, as shown on a map recorded in Plat Book 4, Page 309, of record in the office of the Clerk of Court for York County, SC.

DERIVATION: This being the identical real property conveyed to **ETC FBO William Rogers IRA #72354** by Tax Deed recorded January 4, 2010 in Book 11204, page 13, RMC office for York County, SC.

Tract 2 – 1242 Bose Avenue (Tax Map No. 631-03-04-007):

All that certain piece, parcel or lot of land lying, being and situate in the City of Rock Hill, Ebenezer Township, York County, South Carolina, located on the eastern side of Bose Avenue, known as Lot 7, of Block 10, Catawba Terrace Subdivision, as shown on a map recorded in Plat Book 4, Page 309, of record in the office of the Clerk of Court for York County, SC.

DERIVATION: This being the identical real property conveyed to **ETC FBO William Rogers IRA #72354** by Tax Deed recorded January 4, 2010 in Book 11204, page 19, RMC office for York County, SC.

Instrument
201500291526 OR Vol Page
14755 277

The within property is conveyed subject to all existing easements and restrictions appearing in the chain of title, which said easements and restrictions are not intended to be reimposed hereby.

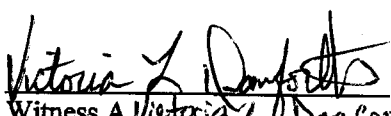
TOGETHER with, all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, its Successors and Assigns forever.

And the Grantor does hereby bind its Successors, Executors, Personal Representatives, and Administrators to warrant and forever defend all and singular the said premises unto the said Grantee and the Grantee's Successors and Assigns, against the Grantor and the Grantor's Successors and assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

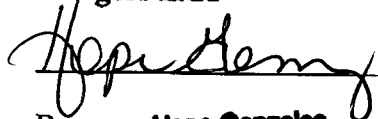
WITNESS the Hand and Seal of The Grantor(s) this the 25 day of March ~~January~~, 2015.

Signed, Sealed, and Delivered
in the presence of:


Witness A Victoria L. Danforth


Witness B Gareth Humphrey

**ETC FBO William Rogers IRA #72354 AKA
Equity Trust Company Custodian FBO William
Rodgers IRA**

 (Seal)

By: Hope Gonzales
Corporate Alternate Signer

Its: _____

RECORDED

YORK COUNTY

TAX ASSESSOR'S OFFICE

DATE 9/14/16
TAX MAP NO. 1031-3-4-8
INITIALS EH/JH

201600358441
Filed for Record in
YORK COUNTY, SC
DAVID HAMILTON, CLERK OF COURTS
09-14-2016 At 08:15 am.
DEED 10.00
State Tax 19.50
County Tax 8.25
OR Vol 15924 Page 41 - 43

19.50
8.25
Brice Law Firm, LLC
P. O. Drawer 300
York, SC 29745

STATE OF SOUTH CAROLINA)
COUNTY OF YORK) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS that, **William J. Romeo**, hereinafter referred to as "Grantor", in the State and County aforesaid, for and in consideration of Seven Thousand Five Hundred and no/100 (\$7,500.00) paid by **ESB Holdings, LLC.**, 2130 Sharon Lane, hereinafter the "Grantees", has granted, Charlotte NC 28211 bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Grantee, his heirs and assigns forever, the following described real property, to wit:

All that certain pieces, parcels or lots of land lying, being and situate in the City of Rock Hill, Ebenezer Township, York County, South Carolina, and located on the eastern side of Bose Avenue, known as Lots 8 and 9, of Block 10, Catawba Terrace Subdivision, as shown on a map recorded in Plat Book 4, Page 309, of record in the Office of the Clerk of Court for York County, SC.

Derivation: This being the identical property conveyed from William J. Romeo by Tax Title recorded February 10, 2015, in Book 14664, Page 13, RMC Office for York County, SC.

The within property is conveyed subject to all existing easements and restrictions appearing in the chain of title, which said easements and restrictions are not intended to be reimposed hereby.

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 Grantee, their heirs and Assigns forever.

And the Grantor does hereby bind their heirs, Executors, Personal Representatives, and

Administrators to warrant and forever defend all and singular the said premises unto the said Grantee and the Grantee's Heirs and Assigns, against the Grantor and the Grantor's heirs and assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS the Hand and Seal of The Grantor(s) this the ____ day of September 2016.

Signed, Sealed, and Delivered
in the presence of:

Brian [Signature]
Witness #1

* William J. Romeo (Seal)
William J. Romeo

[Signature]
Witness #2 /Notary

STATE OF Nevada

)

ACKNOWLEDGMENT

COUNTY OF Clark

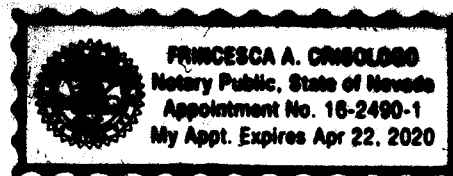
)

Nevada

I, the undersigned, Notary Public for the State of ~~South Carolina~~, do hereby certify that William J. Romeo, personally appeared before me this day and acknowledge the due execution of this foregoing instrument.

Witness my hand and seal this 8th day of September 2016.

Francesca Crisologo (Seal)
Notary Public
My Commission Expires: Apr 22, 2020

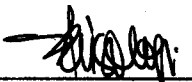


STATE OF Nevada)
)
COUNTY OF Clark)

ACKNOWLEDGMENT

I certify that Brianna Davis (Print Name of Witness #1)
personally appeared before me this day and certified to me under oath or by affirmation that he or
she is not a grantee or beneficiary of the transaction, signed the foregoing document as a
subscribing witness and witnessed **William J. Romeo**, sign the foregoing document.

Witness my hand and seal this 8th day of September 2016.

 Francesca A. Crisologo (Seal)
Notary Public
My Commission Expires: April 22, 2020



STATE OF Ohio)
COUNTY OF Cuyahoga)

ACKNOWLEDGMENT

I, the undersigned, Notary Public for the State of Ohio do hereby certify that **the above signed Grantor**, personally appeared before me this day and acknowledge the due execution of this foregoing instrument.

Witness my hand and seal this 25 day of March, 2015.

[Signature] (Seal)
MONICA KETCHAM
Notary Public for Levin, Ohio

My Commission Expires: _____
NOTARY PUBLIC STATE OF OHIO
COMMISSION EXPIRES:
DECEMBER 25, 2019



32.50
13.75

RECORDED
YORK COUNTY
TAX ASSESSOR'S OFFICE

201500291527
Filed for Record in
YORK COUNTY, SC
DAVID HAMILTON, CLERK OF COURTS
03-27-2015 At 08:22 am.
DEED 10.00
State Tax 32.50
County Tax 13.75
OR Vol 14755 Page 280 - 283

Brice Law Firm, LLC
P. O. Drawer 300
York, SC 29745

DATE 3-27-15
TAX MAP NO. 631-3-4-5
INITIALS TJ/KK

STATE OF SOUTH CAROLINA) 631-3-4-9+10, 12
COUNTY OF YORK) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS that **BBCD Partners** hereinafter referred
to as "Grantor", in the State and County aforesaid, for and in consideration of Twelve Thousand Five
Hundred and 00/100 (\$12,500.00) DOLLARS paid by **ESB Holdings, LLC**

2130 Sharon Ln. Charlotte, NC 28211 hereinafter the

"Grantee", has granted, bargained, sold and released, and by these presents does grant, bargain, sell and
release unto the Grantee, **its Successors** and assigns forever, the following described real property, to wit:

Tract 1: 1312 Bose Avenue - Tax Map No. 631-03-05-004

All that certain piece, parcel or lot of land lying, being and situate in the City of Rock Hill,
Ebenezer Township, York County, South Carolina and being further described as Lot 18,
Block 10, Catawba Terrace Subdivision as more particularly appears on a plat recorded in
Plat Book 4 page 309 of record in the Office of the Clerk of Court for York County, South
Carolina.

DERIVATION: This being the identical real property conveyed to BBCD Partners by Tax
Deed recorded December 10, 2009 in Book 11165, page 108, RMC office for York County,
SC.

Tract 2: 1318 Bose Avenue - Tax Map No. 631-03-05-005

All that certain piece, parcel or lot of land lying, being and situate in the City of Rock Hill,
Ebenezer Township, York County, South Carolina and being further described as Lot 19,
Block 10, Catawba Terrace Subdivision as more particularly appears on a plat recorded in
Plat Book 4 page 309 of record in the Office of the Clerk of Court for York County, South
Carolina.

DERIVATION: This being the identical real property conveyed to BBCD Partners by Tax
Deed recorded December 10, 2009 in Book 11165, page 114, RMC office for York County,
SC.

Tract 3: 1254 Bose Avenue - Tax Map No. 631-03-04-009

All that certain piece, parcel or lot of land lying, being and situate in the City of Rock Hill, Ebenezer Township, York County, South Carolina and being further described as Lot 10, Block 10, Catawba Terrace Subdivision as more particularly appears on a plat recorded in Plat Book 4 page 309 of record in the Office of the Clerk of Court for York County, South Carolina.

DERIVATION: This being the identical real property conveyed to BBCD Partners by Tax Deed recorded December 10, 2009 in Book 11165, page 139, RMC office for York County, SC.

Tract 4: 1272 Bose Avenue - Tax Map No. 631-03-04-012

All that certain piece, parcel or lot of land lying, being and situate in the City of Rock Hill, Ebenezer Township, York County, South Carolina and being further described as Lot 13, Block 10, Catawba Terrace Subdivision as more particularly appears on a plat recorded in Plat Book 4 page 309 of record in the Office of the Clerk of Court for York County, South Carolina.

DERIVATION: This being the identical real property conveyed to BBCD Partners by Tax Deed recorded December 10, 2009 in Book 11165, page 151, RMC office for York County, SC.

Tract 5: 1260 Bose Avenue - Tax Map No. 631-03-04-010

All that certain piece, parcel or lot of land lying, being and situate in the City of Rock Hill, Ebenezer Township, York County, South Carolina and being further described as Lot 11, Block 10, Catawba Terrace Subdivision as more particularly appears on a plat recorded in Plat Book 4 page 309 of record in the Office of the Clerk of Court for York County, South Carolina.

DERIVATION: This being the identical real property conveyed to BBCD Partners by Tax Deed recorded December 10, 2009 in Book 11165, page 145, RMC office for York County, SC.

The within property is conveyed subject to all existing easements and restrictions appearing in the chain of title, which said easements and restrictions are not intended to be reimposed hereby.

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 Grantee, its Successors and Assigns forever.

And the Grantor does hereby bind **its Successors**, Executors, Personal Representatives, and Administrators to warrant and forever defend all and singular the said premises unto the said Grantee and the Grantee's Successors and Assigns, against the Grantor and the Grantor's Successors and assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS the Hand and Seal of The Grantor(s) this the 26 day of March, 2015.

Signed, Sealed, and Delivered
in the presence of:

Bintony Mon
Witness A

Chauisme Kumbal
Witness B

BBCD Partners

Diane F. Yarbrough (Seal)

By: Diane F. Yarbrough

Its: Member / Partner

STATE OF SC)
COUNTY OF York)

ACKNOWLEDGMENT

I, the undersigned, Notary Public for the State of SC do hereby certify that **the above signed Grantor**, personally appeared before me this day and acknowledge the due execution of this foregoing instrument.

Witness my hand and seal this 26 day of March, 2015.

X Charisme Kimbly (Seal)

Notary Public for SC

My Commission Expires: 11-12-18

**ASSIGNMENT AND ASSUMPTION
OF PURCHASER'S INTEREST
IN PURCHASE AND SALE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF PURCHASER'S INTEREST IN PURCHASE AND SALE AGREEMENT (this "Assignment") is made and entered into as of February 14, 2024, by and between RHG HOUSING DEVELOPMENT, LLC, a Georgia limited liability company ("Assignor"), and PEAKS OF ROCK HILL, LP., a South Carolina limited partnership ("Assignee").

WHEREAS, Assignor entered into that certain Agreement of Purchase and Sale of Real Property (the "Contract") with ESB Holdings, LLC ("Seller"), dated February 14, 2025, regarding that certain real property located in Rock Hill, South Carolina, consisting of approximately 5 acres, identified as tax parcels #6310501005, #6310501006, #6310501007, #6310501008, #6310501009, #6310501010, #6310501011, #6310501012, #6310501013, #6310501014, #6310501015, #6310501016 (consisting of twelve tracts), and located on Neal Street (the "Property").

WHEREAS, Assignor now desires to assign its interests, rights and obligations under the Contract to Assignee, and Assignee desires to assume the same.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

- I Incoration of Recitals. The Recitals as set forth above are agreed to be true and correct and incorporated herein by this reference.
- 2 Defined Terms. All capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Contract.
- 3 Assignment. As authorized by Section 12 of the Contract, Assignor hereby assigns to Assignee all of Assignor's rights, privileges, interests, duties and obligations under the Contract.
- 4 Assumption. Assignee hereby assumes the rights, privileges, duties, obligations and liabilities of Assignor under the Contract and agrees to perform each and every one of the terms, covenants and conditions of Assignor under the Contract.

[continued on following page]

[continued from preceding page]

- 5 Full Force and Effect. Except as expressly modified hereby, the Contract shall remain in full force and effect. Any reference to the Contract hereafter shall refer to the Contract as amended by this Assignment.
- 6 Counterparts. This Assignment may be executed in multiple counterparts, and together such counterparts shall constitute one complete instrument.

[Signatures on following page]

Assignor:

RHG Housing Development, LLC

BY:



Sam Coats

ITS: Vice President

3350 Riverwood Pkwy Suite 800

Atlanta, GA 30339

Attn: Sam Coats

Email: scoats@rhgroup.org

Assignee:

Peaks of Rock Hill, LP

BY:



Sam Coats

ITS: Vice President

3350 Riverwood Pkwy Suite 800

Atlanta, GA 30339

Attn: Sam Coats

Email: scoats@rhgroup.org

**AMENDMENT TO
AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY**

THIS AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this "Amendment") is made and entered into this 23rd day of April, 2025, by and between **ESB HOLDINGS, LLC** ("Seller"), and **PEAKS OF ROCK HILL, LP**, a South Carolina limited partnership ("Purchaser").

WHEREAS, Seller and RHG Housing Development, LLC ("Original Purchaser") entered into an Agreement for Purchase and Sale of Real Property dated February 14, 2025, for the purchase and sale of approximately 5 acres as more particularly described therein (the "Contract"), and Original Purchaser assigned to Purchaser, and Purchaser assumed, Original Purchaser's rights, privileges, interests, duties and obligations under the Contract by Assignment and Assumption of Purchaser's Interest in Purchase and Sale Agreement dated as of February 14, 2025; and

WHEREAS, Seller and Purchaser desire to amend the Contract as herein set forth.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree that the Contract is amended as follows:

1. Defined Terms. All capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Contract.
2. Incorporation of Recitals and Exhibits. The recitals set forth above are hereby incorporated into the substantive body of this Amendment.
3. Amendment to Exhibit "A" Containing a Description of the Property. Exhibit "A" to the Contract is hereby deleted in its entirety and inserted in lieu thereof is Exhibit "A" attached hereto and incorporated herein by reference.
4. Full Force and Effect. The Contract shall remain in full force and effect as amended by this Amendment.
5. Entire Agreement. The Contract, as amended by this Amendment, contains the entire agreement of the parties.
6. Counterparts. This Amendment may be executed in multiple counterparts, and together such counterparts shall constitute one complete instrument. The parties hereby acknowledge and agree that electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Amendment had been delivered.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first above written.

SELLER:

ESB HOLDINGS, LLC

By: 
Name: Benjamin Bonner
Title: Managing Member

PURCHASER:

PEAKS OF ROCK HILL, LP, a South Carolina limited partnership

By: Peaks of Rock Hill GP, LLC,
a South Carolina limited liability company, General Partner

By: RHG GP Management, Inc.,
a Georgia corporation, Manager


By: 
Sam Coats, Vice President

EXHIBIT "A"

LEGAL DESCRIPTION

All those tracts or parcels of land lying and being in the City of Rock Hill, South Carolina, being comprised of approximately 5 acres collectively, being outlined on the attached plat, and being more particularly described as follows:

1114 Neal Street, Tax Map ID 6310501016
1108 Neal Street, Tax Map ID 6310501015
1102 Neal Street, Tax Map ID 6310501014
1096 Neal Street, Tax Map ID 6310501013
1090 Neal Street, Tax Map ID 6310501012
1072 Neal Street, Tax Map ID 6310501011
1060 Neal Street, Tax Map ID 6310501010
1052 Neal Street, Tax Map ID 6310501009
1044 Neal Street, Tax Map ID 6310501008
1036 Neal Street, Tax Map ID 6310501007
1028 Neal Street, Tax Map ID 6310501006
1236 Bose Ave, Tax Map ID 6310304006
1242 Bose Ave, Tax Map ID 6310304007
1248 Bose Ave, Tax Map ID 6310304008
1254 Bose Ave, Tax Map ID 6310304009

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

1. **PROPERTY.** The undersigned purchaser ("Purchaser") agrees to buy, and the undersigned seller ("Seller") agrees to sell, all that tract of land described in Exhibit "A," together with all improvements, fixtures, systems and plants located thereon, and together with any of Seller's impact fee credits with or payments to governmental entities (collectively, the "Property"). The date of this Agreement ("Acceptance Date") shall be the later of Purchaser's or Seller's execution of this Agreement.

2. **PURCHASE PRICE.** The purchase price ("Purchase Price") of the Property shall be One Million Five Hundred Fifty Thousand and No/100 Dollars (\$1,550,000.00). The Purchase Price shall be paid by wire transfer to an account of Seller at Closing (hereinafter defined).

3. **INSPECTION.** Purchaser, its agents, or representatives, at Purchaser's sole cost and expense and at all times before Closing, shall have the right to enter upon the Property for the purpose of inspecting, examining, testing, and surveying the Property and conducting any other non-evasive testing for the Property. Any evasive testing of the Property during the Inspection Period including but not limited to boring testing shall require Seller's prior written consent which shall not be unreasonably withheld, conditioned, or delayed. Purchaser assumes all responsibility for the acts of Purchaser, its agents and representatives in the exercise of the rights granted by this paragraph and shall indemnify Seller from any and all costs, losses and damages Seller may sustain from such Purchaser activities. Prior to the Purchaser or its agents entering the Property Purchaser shall provide to Seller a copy of liability insurance policies in amounts reasonably satisfactory to Seller, naming Seller as an additional insured, for damages Seller may sustain as a result of Purchaser's activities on the Property during the Inspection Period. Purchaser shall have until the one hundred twentieth (120th) day after the Acceptance Date ("Inspection Period") to decide in its sole and absolute discretion that the Property is satisfactory for Purchaser's acquisition. If Purchaser determines that the Property is not satisfactory, then Purchaser may terminate this Agreement by written notice to Seller and Holder on or before the last day of the Inspection Period, in which event the Earnest Money shall be refunded to Purchaser. Seller acknowledges that Purchaser will expend time, money and other resources in connection with the examination and investigation of the Property, and that, notwithstanding the fact that Purchaser may terminate this Agreement pursuant to this paragraph, such time, money and other resources expended, together with the payment of the portion of the Earnest Money hereinafter described to be paid to Seller in the event Purchaser terminates this Agreement under this paragraph, constitute good, valuable, sufficient and adequate consideration for Seller's execution of and entry into this Agreement.

4. **TITLE.** Seller warrants and represents that Seller presently has marketable and insurable fee simple title to the Property, and at Closing Seller will convey marketable and insurable fee simple title to the Property to Purchaser by special warranty deed. Purchaser shall accept title to the Property subject to all matters of record as of the Acceptance Date. Notwithstanding the foregoing sentence to the contrary, Seller shall on or before the Closing Date cure all liens of a monetary nature placed on the Property by or on account of the Seller. Following the Acceptance Date and continuing until the earlier to occur of the termination of this Agreement or the Closing Date, Seller shall not place any new matters of record on the Property. Purchaser shall have until Closing in which to reexamine title to the Property and in which to give Seller written notice of any title objections disclosed by such reexamination of title which reveals new matters of record placed on the Property by or on account of Seller following the Acceptance Date ("Title Objections"). Seller shall have until ten (10) days prior to Closing in which to satisfy or agree to satisfy the Title Objections specified in Purchaser's written notice.. Seller shall use all reasonable efforts to satisfy all Title Objections specified by Purchaser. If Seller

fails to satisfy any such Title Objections, then, at the option of Purchaser (i) Purchaser may accept title subject to such Title Objections and all matters of record or (ii) Purchaser may terminate this Agreement, in which event the Earnest Money shall be refunded to Purchaser

5. EARNEST MONEY. Within two (2) days after the Acceptance Date, Purchaser shall pay by check to Old Republic National Title Insurance Company ("Holder"), the sum of Twenty Thousand and No/100 Dollars (\$20,000.00) (together with all additional Earnest Money deposited hereunder and all interest accruing thereon, "Earnest Money"). Holder will hold the Earnest Money in accordance with the provisions of a separate escrow agreement that Seller and Purchaser will make with Holder on terms reasonably acceptable to the parties. The Earnest Money shall be applied as part payment of the Purchase Price at the time the sale contemplated hereby is consummated ("Closing") or as otherwise provided herein. Prior to any disbursement by Holder other than at Closing or in accordance with joint written notification by Seller and Purchaser, Holder shall notify the parties hereto of Holder's intent to disburse. If Holder has not received a written objection to such disbursement within ten (10) business days after such notice is given, then the making of such disbursement shall discharge Holder of all further duties and liabilities hereunder. If this Agreement is terminated by Purchaser for any reason permitted under this Agreement and the Agreement provides that upon such termination that the Earnest Money Deposit shall be refunded to Purchaser, then Holder shall refund the Earnest Money to Purchaser, and no party hereto shall have any further rights or obligations hereunder; provided, that, except in the case of termination on account of failure of title, damage to the Property, or Seller's default, Holder shall pay to Seller One Hundred Dollars (\$100.00) of the Earnest Money in consideration of the termination right granted to Purchaser.

6. CLOSING. The date of Closing ("Closing Date") shall be on or before June 30, 2026 (the "Closing Deadline"). The Closing shall be at a specific place, time, and Closing Date, all of which Purchaser shall designate by notice to Seller at least five (5) days prior to the Closing Date; provided, that, if Purchaser shall fail to give any such notice, then the Closing shall take place at 10:00 A.M. on the Closing Deadline at the offices of the Purchaser set forth below its signature to this Agreement. Once Seller has received all funds due from Purchaser under this Agreement, and Purchaser complies with all other terms of the Agreement, Seller shall deliver possession of the Property to Purchaser on the Closing Date. Seller shall pay all documentary stamp or other transfer taxes due in connection with the purchase and sale of the Property. Real estate taxes and other items normally prorated in similar transactions (based upon the most recent assessments or invoices) shall be prorated as of the Closing Date for the calendar year in which the sale is closed and such proration shall be final and not subject to re-adjustment.. Any roll back or similar taxes payable as a result of a change in use of the Property from agricultural use by Seller shall be paid by Seller at Closing or Seller will escrow 115% of the estimated amount of the taxes to be paid after Closing. Seller and Purchaser agree that such papers as may be necessary or appropriate to carry out the terms of this Agreement shall be produced, executed, and delivered by such parties at the times required to fulfill this Agreement.

7. SURVEY. Purchaser shall, at Purchaser's expense, cause a survey (the "Survey") to be made of the Property by a surveyor of Purchaser's choice registered in the State in which the Property is located prior to Closing. Seller shall convey title to the Property to Purchaser based on the legal description of the vesting deed into Seller. In addition, Seller shall convey to Purchaser by quitclaim deed the Property as stated in the legal description of the Survey.

8. BROKER. Purchaser and Seller each hereby represent and warrant to the other that no party is entitled as a result of the actions of the representing and warranting party to a real estate commission or other fee resulting from the execution of this Agreement or the transactions contemplated hereby, and Seller and Purchaser hereby indemnify, defend and hold harmless each other from and against any and all costs, damages and expenses, including without limitation reasonable attorney's fees actually incurred without regard for any statutory presumption, resulting, directly or indirectly, from any claim for a commission or fee with respect to

this Agreement or the purchase and sale of the Property by any party arising out of the actions of or contact with the indemnifying party. These representations, warranties, and indemnifications shall survive the termination or consummation of this Agreement.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER. Seller agrees, represents and warrants that (i) Seller has the full right and authority to enter into this Agreement and to consummate the sale of the Property as set forth herein; (ii) if Seller receives any written notice that the Property is or will be affected by any special use or occupancy restrictions or assessments, or by any condemnation, eminent domain, change in public streets or similar proceedings, or that there are any outstanding or threatened, claims, lawsuits or other proceedings, concerning the Property other than as specified in this Agreement, Seller will give prompt notice of such matter to Purchaser; and (iii) Seller has no actual knowledge that the Property has ever been used for the storage, treatment, generation, release or dumping of hazardous, toxic, or waste substances, or that there are any underground storage tanks of any kind on the Property. Seller shall deliver to Purchaser at Closing an affidavit certifying: (i) that Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code, which affidavit shall be in compliance with the requirements of Section 1445 so that withholding of the proceeds payable to Seller at Closing is unnecessary; (ii) the information required for Internal Revenue Service Form 1099 (Purchaser agreeing to supply the information required of it to complete Form 1099); and (iii) such other matters as may be reasonably required by the Title Company for issuance of its title insurance policy subject only to the Permitted Title Exceptions.

10. DEFAULT. In the event of Purchaser's default under this Agreement, Seller agrees to provide Purchaser with written notice of such default specifying the nature of such default. Purchaser shall have a five (5) day period after the date of receipt of said notice to cure said default. If Purchaser does not cure said default within said five (5) day period, then this Agreement shall terminate, and all Earnest Money paid hereunder prior to Purchaser's default shall be paid to Seller as full liquidated damages for Purchaser's default hereunder. Purchaser and Seller acknowledge and agree that it would be difficult to ascertain precisely the actual damages suffered by Seller as a result of any default by Purchaser, that such liquidated damages represent the parties' best estimate of such damages and that the parties believe that such liquidated damages are a reasonable estimate of such damages. The parties expressly acknowledge that the foregoing liquidated damages are intended not as a penalty, but as full liquidated damages and as compensation for Seller's taking the Property off the market. Such payment of the Earnest Money shall be the sole and exclusive remedy of Seller by reason of a default by Purchaser under this Agreement, and Seller hereby waives and releases any right to sue Purchaser, and hereby covenants not to sue Purchaser, for specific performance of this Agreement or to prove that Seller's actual damages exceed the Earnest Money herein provided Seller as full liquidated damages. In the event of Seller's default, Purchaser having performed or tendered all of its obligations hereunder, Purchaser shall be entitled to one of the following remedies: Either (1) Terminate the Agreement and receive an immediate refund of all Earnest Money paid hereunder or (2) Bring an action against Seller for specific performance or (3) Bring an action against Seller for actual damages if, and only if, the default is a refusal by Seller to close or Seller chose to create a Title Objection and the Title Objection cannot be cured at or before Closing.

11. NOTICES. Any notices or deliveries that may be permitted or required hereunder shall be in writing, shall include a copy to all parties hereto, and shall be deemed to have been duly given as of the date and time that same are hand delivered, or are deposited with a nationally recognized commercial courier for next business day delivery, or are deposited with the United States Postal Service, Certified Mail, return receipt requested, postage prepaid, and addressed to the parties hereto at the addresses contained herein, or such other addresses as the parties hereto shall from time to time designate to the others by notice in writing as provided herein, or the date and time the same is transmitted by email to the email address for each party set forth herein, or such

other email address as the parties hereto shall from time to time designate to the others by notice in writing as provided herein.

12. ASSIGNMENT. Purchaser's rights and duties pursuant to this Agreement may be assigned to an affiliate of Purchaser but shall not be assigned to any other party without the Seller's prior written consent which can be denied by Seller in its sole discretion.

13. CONDITION OF PROPERTY. Seller shall convey the Property to Purchaser in its "AS IS" "WHERE IS" condition. Seller warrants that at Closing the Property will be in the same condition as it is on the Acceptance Date, normal wear and tear excepted, and that Seller neither will do nor will suffer to be done anything that will affect use of the Property except as otherwise provided in this Agreement. Nevertheless, should the Property be destroyed or damaged by fire, flood or other casualty or should any part of the Property be taken or threatened to be taken through condemnation or threat thereof before Closing, then at the election of Purchaser: (i) Purchaser may terminate this Agreement; in which event the Earnest Money shall be refunded to Purchaser; or (ii) Purchaser may consummate this Agreement and receive such insurance proceeds or condemnation awards (if any) that are paid.

14. CONFIDENTIALITY. No information regarding this Agreement or the contents of this Agreement shall be disclosed by Seller or Purchaser during the term of this Agreement without Seller's and Purchaser's prior written approval, unless and until such disclosure is compelled under applicable laws or until Purchaser consummates its purchase of the Property pursuant to this Agreement. Notwithstanding the foregoing, such matters may be disclosed to any of the parties' consultants and directors, officers, employees, legal counsel, lenders or prospective lenders, investors or potential investors ("Related Parties") who, in a party's reasonable opinion, must know such information in connection with the purchase and sale of the Property. Each party shall take all necessary actions to ensure that any Related Parties to whom information regarding this Agreement is furnished do not disclose any such information to any person.

15. GENERAL.

(i) This Agreement constitutes the sole and entire Agreement between the parties hereto concerning the subject matter hereof, and no modification of this Agreement shall be binding unless in writing signed by Seller and Purchaser. No agreement, representation, promise, or inducement not included in this Agreement, as it may be amended in writing, shall be binding upon any party hereto. This Agreement may be executed in several counterparts, each of which shall constitute an executed original hereof, and it shall not be necessary that each party execute each counterpart if each party has executed at least one counterpart hereof. The parties hereby acknowledge and agree that electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. The parties (i) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent by facsimile or electronic mail, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

The parties expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of an email transmittal of a signed counterpart or amendment shall be deemed to be "signed," "written" and a "writing" for all purposes of this Agreement, and delivery by email shall constitute delivery of this Agreement.

(ii) This Agreement shall be interpreted in all respects in accord with the laws of the State of South Carolina. The headings at the beginning of each paragraph are for clarification purposes only and are not intended to alter the context of this Agreement. No provision of this Agreement shall be construed against

or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.

(iii) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, legal representatives, successors, and assigns.

(iv) Time is and shall be of the essence of this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date and shall include the period of time through and including such specified day or date.

(v) No failure of any party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof. If any provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected and shall remain valid and enforceable to the fullest extent permitted by law.

(vi) Conditions precedent to the obligation of either party to close hereunder, if any, are for the benefit of such party only, and any and all of said conditions may be waived in the discretion of the party benefited thereby.

(vii) Intentionally Deleted

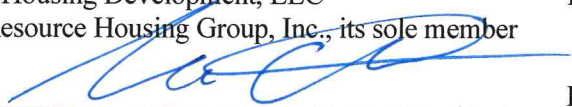
(viii) Additional special stipulations attached hereto shall, if conflicting with the foregoing, control. All exhibits and additional special stipulations attached hereto, if any, are incorporated herein by this reference.

SIGNATURE PAGE

This Agreement was signed by Purchaser on February 14th, 2025.
This Agreement was signed by Seller on February 14, 2025.

PURCHASER:

RHG Housing Development, LLC
By: Resource Housing Group, Inc., its sole member

BY: 
NAME: SAM COATS
ITS: VICE PRESIDENT

3350 Riverwood Parkway
Riverwood Building 100, Suite 800
Atlanta, GA 30339
Attn: SAM COATS
scoats@rhgroup.org Email

SELLER:

ESB Holdings LLC

BY: 
NAME: Benjamin Bonner
ITS: Managing Member

2130 Sharon Lane
Charlotte, NC 28211
() 704-778-0156 Phone
() _____ Email
bbonner1@gmail.com

ADDITIONAL SPECIAL STIPULATIONS

1. Permit Period. On or before the expiration of the Inspection Period, Purchaser shall have the right to extend the Inspection Period by an additional one hundred twenty (120) days ("Additional Inspection Period") solely for the purpose of receiving from the South Carolina Housing Department an award or allocation of tax credits to Purchaser for Purchaser's development of the Property on terms reasonably acceptable to Purchaser ("Purchaser Tax Credits"). To extend the Inspection Period for the Additional Inspection Period, Purchaser must provide written notice to Seller and Holder on or before the expiration of the Inspection Period and pay an additional Earnest Money Deposit of \$25,000 to Holder ("Additional Earnest Money Deposit"). Should Purchaser after all reasonable efforts fail to receive the Purchaser Tax Credits on or before the expiration of the Additional Inspection Period then Purchaser shall have the right to terminate the Agreement and receive a return of the Earnest Money and Additional Earnest Money Deposit. Should Purchaser fail to terminate the Agreement on or before the Inspection Period or if applicable the Additional Inspection Period then the Earnest Money and Additional Earnest Money Deposit shall be non-refundable to Purchaser but applicable to the Purchase Price. Subject to an uncured Seller Default, should Purchaser default under the Agreement then the Earnest Money, Additional Earnest Money Deposit, and Closing Earnest Money Deposit shall be retained by Seller as liquidated damages.

Purchaser's intended use for the Property is LIHTC housing.

2. Extension. Purchaser shall have the right to extend the Closing Deadline for up to two (2) sixty (60)-day periods by giving written notice to Seller and Holder on or before the then-existing Closing Deadline, together with payment to Holder of additional Earnest Money in the amount of Ten Thousand and No/100 Dollars (\$10,000.00) for each such extension ("Closing Earnest Deposit").

EXHIBIT "A"

LEGAL DESCRIPTION

All those tracts or parcels of land lying and being in the City of Rock Hill, South Carolina, being comprised of approximately 2.08 acres collectively, being outlined on the attached plat, and being more particularly described as follows:

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