

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**") is made and entered into effective as of the 13th day of May, 2026, by and between **Tonya A. Haddock, Josh Lipsky and Oracle Consulting Services, LLC**, a Kentucky limited liability company (collectively, the "**Developer**"), and **The Old Wright, LLC**, a South Carolina limited liability company (the "**Owner**").

WITNESSETH:

WHEREAS, the Owner was formed for the purposes, *inter alia*, of acquiring, financing, owning, rehabilitating, developing, maintaining, improving, operating, leasing and selling or otherwise disposing of certain real property located at 700 Branch Street in Abbeville, South Carolina (the "**Project**"), which Project is intended to be rehabilitated in a manner that will qualify for the historic rehabilitation tax credit (the "**Historic Tax Credit**") described in Section 47 of the Internal Revenue Code of 1986, as amended (the "**Code**"), the state historic rehabilitation tax credit (the "**State Historic Tax Credit**") described in Section 12-6-3535 of the S.C. Code of Laws, the state abandoned buildings tax credit (the "**State Abandoned Buildings Tax Credit**") described in Section 12-67-100 *et seq.* of the S.C. Code of Laws, the low-income housing tax credit (the "**Low-Income Housing Tax Credit**") described in Section 42(b)(2)(B)(i) of the Code, and the state; and the state housing tax credit (the "**State Housing Tax Credit**") described in Section 12-6-3795 of the S.C. Code of Laws;

WHEREAS, in order to effectuate the purposes for which it has been formed, the Owner desires to engage the services of the Developer with respect to overseeing the development and rehabilitation of the building(s) comprising the Project (the "**Building**") for the Owner.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. **Obligations of the Developer.** The Developer shall have the following duties:

- (a) The Developer shall oversee the development and rehabilitation of the Building (the "**Rehabilitation**") and shall perform the services and carry out the responsibilities with respect to the Rehabilitation as are set forth herein, and such additional duties and responsibilities as are reasonably within the general scope of such services and responsibilities and are designated from time to time by the Owner.
- (b) The Developer's services shall be performed in the name and on behalf of the Owner and shall consist of the duties set forth in the following subparagraphs of this Section 1(b) and as provided elsewhere in this Agreement; provided, however, that if the performance of any duty of the Developer set forth in this Agreement is beyond the reasonable control of the Developer, the Developer shall nonetheless be obligated to use its best efforts to perform such duty and promptly notify the Owner

that the performance of such duty is beyond its reasonable control. The Developer has performed or shall perform the following:

(i) negotiate and cause to be executed in the name and on behalf of the Owner agreements for architectural, engineering, testing or consulting services for the Project, and any agreements for the Rehabilitation and any improvements to be constructed or installed by the Owner or the furnishing of any supplies, materials, machinery or equipment therefor, or any amendments thereof, provided that no agreement shall be executed, nor binding commitment made, until the terms and conditions thereof and the party with whom the agreement is to be made have been approved by the Owner;

(ii) establish and implement appropriate administrative and financial controls for the design and Rehabilitation, including but not limited to:

(A) coordination and administration of the Project architect, the general contractor and other contractors, professionals and consultants employed in connection with the Rehabilitation;

(B) administration of any construction contracts on behalf of the Owner;

(C) participation in conferences and the rendering of such advice and assistance as will aid in developing economical, efficient and desirable design and construction procedures;

(D) rendering of advice and recommendations as to the selection procedures for and selection of subcontractors and suppliers;

(E) review and submission to the Owner for approval of all requests for payments under any architectural agreement, general contractor's agreement or any loan agreements with any lending institutions providing funds for the benefit of the Owner for the design or construction of any improvements;

(F) submission of any suggestions or requests for changes which could in any reasonable manner improve the design, efficiency or cost of the Rehabilitation;

(G) compliance with all terms and conditions applicable to the Owner or the Rehabilitation contained in any governmental permit or approval required or obtained for the lawful rehabilitation of the Building, or in any insurance policy affecting or covering the Project, or in any surety bond obtained in connection with the Project;

(H) furnishing such consultation and advice relating to the Rehabilitation as may be reasonably requested from time to time by the

Owner;

(I) giving or making the Owner's instructions, requirements, approvals and payments provided for in the agreements with the Project architect, general contractor and other contractors, professionals and consultants in connection with the Rehabilitation; and

(J) at the Owner's expense, filing on behalf of and as the attorney-in-fact for the Owner any notices of completion required or permitted to be filed upon the completion of any improvement(s) and taking such actions as may be required to obtain any certificates of occupancy or equivalent documents required to permit the occupancy of dwelling units and other space in the Project;

(iii) inspecting the progress of the Rehabilitation, including verification of the materials and labor being furnished to and on such construction so as to be fully competent to approve or disapprove requests for payment made by the Project architect and the general contractor, or by any other parties with respect to the Rehabilitation, and in addition to verify that the same is being carried out substantially in accordance with the plans and specifications approved by the Owner or, in the event that the same is not being so carried out, to promptly so notify the Owner;

(iv) if requested to do so by the Owner, perform on behalf of the Owner all obligations of the Owner with respect to the Rehabilitation contained in any loan agreement or security agreement entered into in connection with any construction financing for the Rehabilitation or in any agreement entered into with any governmental body or agency relating to the terms and conditions of such construction, provided that copies of such agreements have been provided by the Owner to the Developer, or the Owner has otherwise notified the Developer in writing of such obligations;

(v) to the extent requested to do so by the Owner, prepare and distribute to the Owner a critical path schedule, and periodic updates thereto as necessary to reflect any material changes, but in any event not less frequently than quarterly, other design or construction cost estimates as required by the Owner, and financial accounting reports, including monthly progress reports on the quality, progress and cost of construction and recommendations as to the drawing of funds from any loans arranged by the Owner to cover the cost of the Rehabilitation;

(vi) assist the Owner in obtaining and maintaining insurance coverage for the Project, the Owner and its employees during the Rehabilitation, which insurance shall include general public liability insurance covering claims for personal injury, including but not limited to bodily injury, or property damage, occurring in or upon the Project or the streets, passageways, curbs and vaults adjoining the Project;

(vii) assemble and retain all contracts, agreements and other records and data as may be necessary to carry out the Developer's functions hereunder;

(viii) coordinate and administer the design and construction of all interior improvements to be constructed or furnished with respect to the Rehabilitation;

(ix) use its best efforts to accomplish the timely completion of the Rehabilitation in accordance with the approved plans and specifications and the time schedules for such completion approved by the Owner;

(x) revise and refine the approved estimate of rehabilitation cost, incorporate changes as they occur, and develop cash flow reports and forecasts as needed;

(xi) provide regular monitoring of the approved estimate of rehabilitation cost, show actual costs for activities in process and estimates for uncompleted tasks, identify variances between actual and budgeted or estimated costs and advise the Owner whenever Property costs exceed budgets or estimates;

(xii) complete and submit all forms necessary for the Part 1 and Part 2 designations, and incorporate all recommendations from the National Park Service in the plans and specifications as they relate to the Building;

(xiii) assist with the documentation of the pre-rehabilitation conditions of the interior and exterior of the Building;

(xiv) coordinate and consult with the State Historic Preservation Office, the South Carolina Housing Finance and Development Authority (the "State Credit Agency"), and any other relevant government agency to fulfill the eligibility requirements of the Rehabilitation;

(xv) at the direction of the Owner, implement any decisions of the Owner made in connection with the Rehabilitation or any policies and procedures relating thereto, exclusive of leasing activities; and

(xvi) perform and administer any and all other services and responsibilities of the Developer which are set forth in any other provisions of this Agreement or which are requested to be performed by the Owner and are within the general scope of the services described herein.

Developer shall not be compensated for, and no portion of the Development Fee (as defined below) shall apply to, services in connection with the organization or syndication of the Owner, the acquisition of land or the existing building included in the development of the Property, obtaining an allocation of federal historic tax credits, or securing project financing other than construction financing, it being the understanding between the parties hereto that all such listed activities and services are the exclusive responsibility of the Owner, the managing member of the Owner and/or consultants or others engaged by the Owner. The Developer shall not be reimbursed by the Owner

for any costs associated with the Developer's off-site offices, accounting facilities, and equipment.

Section 2. *Obligation To Complete Rehabilitation and To Pay Development Costs.*

- (a) The Developer shall complete the Rehabilitation or cause the same to be completed in a good and workmanlike manner, free and clear of all mechanics, materialmen's or similar liens, and shall equip the Project or cause the same to be equipped with all necessary and appropriate fixtures, equipment and articles of personal property, all in accordance with the applicable Project loan documents and the drawings and specifications forming a part of the construction contract. Any excess costs funded by the Developer hereunder shall not be reimbursable or repayable by the Owner or any Partner, shall not be credited to the Capital Account of any Partner or otherwise change the ownership interest of any Person in the Owner, but shall be borne exclusively by the Developer under the terms of this Agreement.
- (b) The Owner and the Developer hereby agree and acknowledge that the Owner shall be exclusively responsible for the payment of all costs and expenses that are not included in the Project's eligible basis as determined under Code Section 42(h)(4)(B) or Code Section 42(d) or do not constitute "qualified rehabilitation expenditures" (as defined in Section 47(c)(2) of the Code, "eligible expenditures" (as defined in Section 12-6-3535 of the S.C. Code of Laws and the regulations promulgated thereunder), and/or "Rehabilitation expenses" (as defined in Section 12-67-120(6) of the S.C. Code of Laws and the regulations promulgated thereunder). To the extent any of such costs (such as reserve requirements, marketing costs and permanent financing costs) have been incurred by the Developer, the Owner agrees to reimburse Developer for same within thirty (30) days of notice to the Owner and such reimbursement shall not reduce or otherwise count against the Development Fee owed pursuant to Section 4 below.

Section 3. *Accounts and Records.* The Developer, on behalf of the Owner, shall keep such books of account and other records as may be required and approved by the Owner, including, but not limited to, records relating to the costs for which construction advances have been requested and/or received. The Developer shall keep vouchers, statements, receipted bills and invoices and all other records, in the form approved by the Owner, covering all collections, if any, disbursements and other data in connection with the Project prior to final completion of the Rehabilitation. All accounts and records relating to the Project, including all correspondence, shall be surrendered to the Owner upon demand without charge therefor.

Section 4. *Development Fee.*

- (a) In consideration of the performance by the Developer of the development and construction services described herein, the Owner shall pay to the Developer a development fee (the "**Development Fee**") in the amount of \$1,140,000; provided, however, that the Development Fee shall not exceed (i) an amount equal to Fifteen percent (15%) of the "qualified rehabilitation expenses" (as defined in Section 47 of the Code), exclusive of such Development Fee, and (ii) that amount required to

comply with the State Credit Agency's Housing Credit Program Qualified Allocation Plan or as otherwise may be required by the State Credit Agency. The Owner and the Developer acknowledge that the Development Fee payable to the Developer shall be deemed to have been earned as and when the Project has been completed and is placed in service, but in any event all of the Development Fee shall be earned upon the receipt by the Owner of the final certificate of occupancy (or equivalent document) for the Building.

- (b) Once the Development Fee has been earned in accordance with Section 4(a), the Developer shall be paid the Development Fee, as possible, from available debt and equity proceeds of the Owner, provided that any unpaid balance of the Development Fee shall be due and payable in all events on the tenth anniversary of substantial completion of the Project. The Development Fee shall be paid as follows:
 - (i) \$200,000 to Oracle Consulting Services, LLC; and
 - (ii) the balance in equal shares to Tonya A. Haddock and Josh Lipsky.

Section 5. *Miscellaneous.*

- (a) This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned by any of the parties hereto without the written consent of the other party, except that the Developer may assign its rights but not its duties under this Agreement.
- (b) The descriptive paragraph headings of this Agreement are inserted for convenience only and are not intended to and shall not be construed to limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provision hereof.
- (c) This Agreement and the rights and obligations of the parties hereto shall be governed and construed and enforced in accordance with the laws of South Carolina.
- (d) This Agreement embodies the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior agreements and understandings related to such subject matter, and it is agreed that there are no terms, understandings, representations or warranties, express or implied, other than those set forth herein.
- (e) This Agreement shall not be amended or modified in any respect without the prior written consent of each party hereto.
- (f) No party hereto shall file or attempt to file this Agreement of record.
- (g) This Agreement and the obligations of the Developer hereunder are solely for the benefit of the Owner and its Members and no benefits to third parties are intended.

- (h) In the event any provision hereof is deemed to be unenforceable or against public policy, then such provision shall be deemed omitted from this Agreement and to the extent possible such provision shall be replaced with an enforceable provision which corresponds with the spirit of the omitted provision, and no other provision of this Agreement shall be affected by such omission or unenforceability.
- (i) The parties agree that the prevailing party in any action or dispute involving litigation concerning the subject matter hereof, shall be entitled to reasonable attorneys' fees and court costs.
- (j) The waiver by any party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.
- (k) All capitalized terms herein shall have the same meanings as set forth in the Amended and Restated Operating Agreement of the Owner dated as of the date hereof (the "Owner Operating Agreement"), except as otherwise expressly set forth herein.

Section 6. **Notice.** Any notice required to be given hereunder shall be in writing and mailed to all parties at the addresses listed below by certified mail, postage prepaid, or hand delivered or sent by a recognized overnight courier, in each case, with receipt of delivery. Each party shall have the right to change its address for the receipt of notices, upon the giving of proper notice to all other parties hereto. Whenever a period of time is to be computed from the date of receipt of an item of certified mail, such period shall be computed from the fifth day following the date of mailing if delivery of the certified mail item is refused by the party to whom it was directed.

If to the Developer: 700 Oak Lantern Court
Garner, NC 27529
Attention: Tonya Haddock

If to the Owner: 700 Oak Lantern Court
Garner, NC 27529
Attention: Tonya Haddock

Section 7. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

Section 8. **Responsibilities of the Owner.** In order for the Developer to perform duties described herein, the Owner shall:

- (a) provide full information regarding its requirements for the Rehabilitation;
- (b) designate a representative who shall be fully acquainted with the scope of the work and has authority to render decisions promptly and furnish information

expeditiously; and

- (c) if the Owner becomes aware of any fault or defect in the Project or nonconformance with any contract or other documents, it shall give prompt written notice thereof to the Developer.

Section 9. ***Independent Contractor.*** The parties hereto do not intend to create a partnership or any similar association for any purpose. The Developer shall be an independent contractor for all purposes.

Section 10. ***Assignment of Existing Contracts.*** The Developer hereby conveys, assigns and delivers to the Owner all of its right, title and interest in and to all contracts related to the Rehabilitation and the development, design, construction, leasing, management or operation of the Project entered into by the Developer for the benefit of the Owner.

{Signatures appear on the following page}

IN WITNESS WHEREOF, the parties have executed this Development Agreement as of the date and year first above written.

OWNER:

The Old Wright, LLC

By: The Old Wright MM, LLC
Its: Managing Member

By: Tonya A. Haddock
Name: Tonya A. Haddock
Its: Member

DEVELOPER:

Tonya A. Haddock
Tonya A. Haddock


Josh Lipsky

Oracle Consulting Services, LLC

By: Caryn Winter
Name: Caryn Winter
Its: Manager