

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is entered into as of the latest date of Buyer’s and Seller’s execution set forth on the signature page hereto (the “Effective Date”), by and between HAMRICK MILLS, a South Carolina corporation, with an address of P.O. Box 48, Gaffney, South Carolina 29342, Attention: Cameron W. Hamrick, Telephone: 864-489-4731, Email: cwhamrick@hamrickmills.com (“Seller”), and J.M. COPE, INC., a South Carolina corporation, or its assigns, with an address of 201 E. Broad Street, Greenville, South Carolina 29601, Attention: Andrew Cope, Telephone: (803) 242-5692, Email: Acope@jmcope.com (“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, approximately 2.24 acres of property, more or less, located on W. Buford in the City of Gaffney, Cherokee County, South Carolina, being a portion of tax parcel number 081-15-00-003.000, as shown on Exhibit A attached hereto and incorporated herein by this reference (the “Property”).

2. Purchase Price; Closing Costs.

a. Purchase Price. The purchase price for the Property is \$418,000.00, the “Purchase Price”. Buyer shall pay the Purchase Price to Seller in cash or by other immediately available funds at Closing (defined in Section 4 below), subject to the prorations and adjustments provided for herein.

b. Closing Costs; Taxes. Seller shall pay the cost of preparation of the Deed (defined in Section 5 below), the South Carolina Deed Recording Fee (i.e., documentary stamp tax), and the fees of Seller’s attorney. Buyer shall also pay for the cost of the subdivision survey, if required. Buyer shall pay all other closing costs including, without

limitation, the costs of having title to the Property examined, survey expenses (if additional survey expenses are ordered by Buyer), and obtaining title insurance; the costs of Buyer's Inspections (defined in Section 6 below); and the fees of Buyer's attorney.

3. Earnest Money.

a. No later than five (5) business days after the Effective Date, Buyer shall pay \$20,000.00 in cash as earnest money (the "Earnest Money") to Jay Rinehart, Rinehart Law Firm, Rock Hill, South Carolina (the "Escrow Agent"). The Earnest Money shall be applied as a credit against the Purchase Price at Closing, returned to Buyer, or retained by Seller, all in accordance with the terms of this Agreement.

b. Upon termination of this Agreement, unless otherwise expressly provided herein: (i) If terminated by Buyer during the three hundred sixty-five (365) days of the Inspection Period (as hereinafter defined) and in accordance with Section 6 of this Agreement, Buyer shall receive a refund of the Earnest Money; (ii) If terminated by either Party after expiration of the Inspection Period, except as otherwise expressly provided in this Agreement, all of the Earnest Money shall immediately become fully non-refundable to Buyer and shall be retained by Seller; and (iii) The Parties will have no further rights or obligations under this Agreement.

4. Closing.

a. The closing of the purchase and sale of the Property ("Closing") shall occur no later than sixty (60) days after the end of the Inspection Period, at a time and location in Cherokee County, South Carolina, mutually acceptable to Seller and Buyer. Buyer shall have one option to extend the closing date an additional sixty (60) days upon payment of \$5,000.00 to the Escrow Agent which will be nonrefundable to the Buyer but applied to the Purchase Price.

5. Delivery of Deed; Closing Documents.

At Closing, Seller shall deliver a limited warranty deed ("Deed") to Buyer, conveying to Buyer fee simple title to the Property, free and clear of all liens but subject to easements for utilities, leases (if applicable), rights-of-way for roads and streets, and other easements, restrictions, covenants, and other matters of record or apparent upon a

reasonable inspection of the Property. At Closing, Seller shall also deliver the following closing documents to Buyer: (i) an I-295 South Carolina non-resident withholding tax affidavit; (ii) a FIRPTA certificate; and (iii) a standard title insurance owner's affidavit required by Buyer's title insurance company (excluding any indemnification language).

6. Inspection Period.

a. Duration. Buyer shall have an inspection period beginning on the Effective Date and continuing until 5:00 p.m. on the date that is three hundred sixty-five (365) days thereafter (the "Inspection Period"). During the Inspection Period, 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; provided, however, none of the Inspections shall include invasive testing or result in any material change (i.e., removal of trees or brush, boring of holes, etc.) to the Property unless Buyer first obtains Seller's prior written consent.

b. Termination Rights. If Buyer, in its sole discretion, determines the Property is unacceptable for any reason; or if the results of Buyer's title or other examinations reveal any matter which materially affects (i) the marketability of title to the Property or (ii) its intended development, Buyer may terminate this Agreement by delivering to Seller written notice of termination prior to the end of the Inspection Period.

c. Indemnification. Buyer shall indemnify and hold harmless Seller and Seller's officers, employees, and agents (collectively, the "Indemnified Parties") from and against any and all claims, actions, lawsuits, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees) asserted against or incurred by any one or more of the Indemnified Parties as a result of or in any way related to Buyer's Inspections or any entry upon the Property by Buyer; Buyer's agents, contractors, or employees; or any other person acting on Buyer's behalf. This indemnification obligation shall survive, for a period of three (3) years, Closing or earlier termination of this Agreement.

7. "As-Is" Sale; No Representations by Seller.

At Closing, Buyer shall be deemed to have accepted the Property "AS-IS" in its existing condition. Buyer acknowledges that it is relying solely upon the results of the

Inspections to satisfy itself as to the condition of the Property and the Property's suitability for development, structural integrity or condition, or any matter related to the Property whatsoever except as to title, and that Seller makes no representations or warranties with respect thereto. In particular, Buyer agrees and acknowledges that neither Seller nor any person or party on behalf of Seller has made any representation, warranty, or covenant (express or implied) of any nature whatsoever upon which Buyer has relied in entering into this Agreement or upon which Buyer shall rely in consummating the transaction contemplated by this Agreement, including, without limitation, as to the Property's suitability for development or the compliance of the Property with any federal, state, or local statutes, laws, rules, regulations, or ordinances, including those pertaining to construction, building and health codes, land use (or permits issued in connection therewith), zoning, or environmental matters.

Any personal property left behind at the time of Closing shall be deemed abandoned at the time of Closing, but the Seller makes no representations or warranties that it has any rights or title to any of such personal property, if applicable.

8. Brokerage.

NA

9. Notices.

a. All notices, requests, demands, or other communications (each, a "Notice") given hereunder shall be delivered by: (i) hand; (ii) certified United States Mail, return receipt requested; (iii) facsimile, with confirmation of receipt; (iv) electronic mail; or (v) commercial overnight delivery service; in any event, with applicable postage, fees, or delivery charges prepaid. A Notice shall be deemed to have been delivered on the earliest of the following: (i) the day that delivery is attempted by any means and accepted, refused, or returned; (ii) the date of delivery as set forth on the facsimile confirmation; (iii) the date sent by electronic mail as indicated by the sender's electronic mail system; or (iv) the day after placed with a commercial overnight delivery service.

b. All Notices shall be delivered, mailed, or sent by facsimile or electronic mail to the Parties according to the information provided in the first paragraph of this Agreement.

Each Party may change the address to which Notice is to be delivered to it by notifying the other Party in the manner provided herein for giving Notice, and each such change shall be effective fifteen (15) days after such notice of change is given. Notices may be given to or on behalf of the Parties by their respective attorneys.

10. Default; Remedies.

a. If Seller fails to perform any term of this Agreement and does not cure such failure within ten (10) days after receipt of written Notice from Buyer, Seller shall be deemed in default under this Agreement, and Buyer shall have, as its sole and exclusive remedies: (i) the right to terminate this Agreement by notice to Seller, whereupon the Earnest Money shall be refunded to Buyer; or (ii) the right to pursue an action for the specific performance of this Agreement.

b. If Buyer fails to perform any term of this Agreement and does not cure such failure within ten (10) days after receipt of written Notice from Seller, Buyer shall be deemed in default under this Agreement, and Seller shall have the right, as its sole and exclusive remedy, to terminate this Agreement by notice to Buyer, whereupon the Earnest Money shall be released to Seller as liquidated damages, and not as a penalty, it being agreed that Seller's actual damages in such instance would be difficult or impossible to precisely ascertain.

c. The prevailing party in a lawsuit shall have the right to collect its reasonable attorneys' fees and court costs incurred in enforcing or interpreting this Agreement.

11. Acknowledgements by Buyer.

Buyer acknowledges that, except as expressly provided in this Agreement, Seller makes no representation or warranty whatsoever with respect to the Property and is under no obligation whatsoever to advise Buyer as to whether the Property is appropriate for Buyer's purposes. Buyer is solely responsible for deciding which tests and examinations are necessary to determine the suitability of the Property; for causing such tests and examinations to be performed; and for interpreting the results of such tests and examinations.

12. Miscellaneous.

a. Assignment. This Agreement may be assigned by Buyer to any entity in which a principal of Buyer has an ownership or controlling interest without Seller's consent, whereupon Buyer shall be jointly and severally obligated with its assignee for the performance of this Agreement. Otherwise, this Agreement may be assigned by Buyer only with the prior written consent of Seller. Any permitted assignment hereunder shall not relieve Buyer from liability with respect to any breach of this Agreement by Buyer or its assignee.

b. Time is of the Essence. Time is of the essence as to all of the terms of this Agreement.

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 and Venue. 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 Cherokee 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.

f. Captions. 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.

g. Merger. This Agreement expresses the entire agreement between the Parties. Unless specifically noted as a separate agreement or requirement, all other agreements, oral or written, are merged herein.

h. Interpretation. Buyer and Seller each 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 its terms with counsel, and agree to each and every

term willfully and voluntarily. 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.

i. Binding Effect; Counterparts. This Agreement shall be binding upon and inure to the benefit of Seller, Buyer, and their respective permitted successors and assigns, as may be applicable. This Agreement may be executed in counterparts, each of which shall be deemed an original, and together they shall constitute one instrument. Facsimile and electronic signatures shall be deemed originals.

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IN WITNESS WHEREOF, Buyer and Seller, by and through their respective duly authorized undersigned officers, have executed and delivered this Agreement as of the Effective Date.

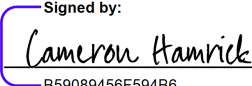
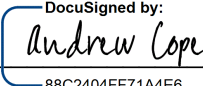
SELLER: HAMRICK MILLS By:  Signed by: B59089456F594B6... Name: Cameron W. Hamrick Title: President Date: 12/15/2025 10:57 AM PST	BUYER: J.M. COPE, INC. By:  DocuSigned by: 88C2404FF71A4E6... Name: Andrew Cope Title: Manager Date: 12/11/2025 7:08 AM PST
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EXHIBIT A

See attached image of parcel outline.

