

OPTION TO PURCHASE REAL PROPERTY

This Option to Purchase Real Property (the "Option") is dated as of the Effective Date, as defined on the original signature page of this Option.

1. Grant of Option. In consideration of the sum of **\$100.00** in hand paid and other valuable consideration, the receipt of which are hereby acknowledged, the undersigned:

Kingston Pointe, LP
1544 S.Main Street
Fyffe, AL 35971

(hereinafter called the "Seller"), who covenants to be the owner thereof, hereby, for the Seller and the Seller's heirs, executors, administrators, successors and assigns, offers and agrees to sell and convey to Vantage Management, LLC (hereinafter called the "Purchaser"), and hereby grants to the Purchaser, more specifically, the exclusive and irrevocable option and right to purchase, under the conditions hereinafter provided, the following described property located in Anderson, South Carolina:

See attached tax map labeled Exhibit "A"

2. Inspection; Due Diligence Period. This Option is given to enable the purchaser, or its assigns, to determine the feasibility of a site for development that includes 6.0 ± acres, including all existing buildings and improvements, the subject of this Option. The Purchaser shall have a due diligence period through and including the right to terminate this Option, and require that Seller return any earnest money deposits and option fees to Purchaser, should the Purchaser's due diligence conclude any of the following:

- (a) Determination that market conditions are not suitable for the proposed development;
- (b) Determination by the Purchaser that the site's existing zoning designation is inappropriate for the Purchaser's intended development project, and/or that rezoning is not feasible or that an official rezoning request is denied and/or that the parcel cannot be brought in to the city limits;
- (c) All utilities needed for the construction or operation of the proposed development project including, but not limited to, sewer, water, electricity, gas, telephone, fire protection, cable television, prove to be unavailable for use by the project due to nonexistence of such utilities at the site of the subject property or the inability of the Purchaser to secure the easements or rights of way over the land of the Seller or others necessary for the project to connect to or obtain those necessary utilities;

- (d) Purchaser proves unable to obtain a letter or resolution from local authorities or utilities stating that all utilities necessary for the construction and operation of the proposed project are capable of supporting and serving the needs of the proposed project;
- (e) Purchaser proves unable to obtain, at the sole cost of the Purchaser, a Phase I Environmental Study, Market Study and/or Best Management Practices plan (BMP) finding no recognizable environmental conditions at the Property and that is approved and accepted by the South Carolina Housing Finance and Development Authority (the "State Agency");
- (f) Determination by the Purchaser that the site is unsuited for the proposed project or that the construction or operation of the project is infeasible;
- (g) Failure of any approval of the proposed residential development by any local governing body, the approval of which is required for the construction and operation of the type of residential development that is proposed to be constructed and operated on the subject property;
- (h) Purchaser proves unable to obtain all documents from the local governing authorities required by the State Agency for the completion of the proposed project, including, but not limited to, a resolution of local governing bodies setting out and supporting the local need for housing;
- (i) Purchaser proves unable to obtain appropriate permanent financing for the subject property, or appropriate financing for the construction of the development project for which the property will be purchased; or
- (j) Failure of the State Agency to approve the funding of the proposed project under the Federal tax credit and HOME Fund programs administered by the State Agency.

3. Purchase Price; Adjustments. The total acquisition price for said property is \$3,049,691; said amount includes the option fee mentioned in Paragraph 1 (Initial Option Period Fee). Said Initial Option Period Fee shall be applied against the purchase price outlined above at the time of Closing (as defined in the "Closing" Paragraph of this Option), if applicable.

4. Conveyance of the Property. The Seller agrees to convey the subject property to the purchaser by general warranty deed pursuant to the terms and conditions of this Option, and the Seller hereby represents and covenants to the Purchaser that the Seller has and will convey to the Purchaser a valid, marketable, unencumbered, indefeasible, fee-simple absolute title to the subject property, meeting all requirements of any lender; that the purchase price shall be paid at Closing; and that said land, including improvements, shall be delivered in the same condition as it is at the Effective Date, customary use and wear excepted.

5. Risk of Loss. Loss or damage to the subject property by fire or from an act of God shall be at the risk of the Seller until the deed to the Purchaser has been recorded, and in the event that such a loss or damage occurs, the Purchaser may, without liability, refuse to accept conveyance of title, or may elect to accept conveyance of title, in which case there shall be either an equitable adjustment of the purchase price or the Seller will restore the subject property at the Seller's expense, prior to the closing of the sale. Seller grants to Purchaser, its agents and representatives, the right to enter the subject property at any reasonable time after advance prior notice to Seller for the purpose of making said inspection of the premises.

6. Seller Representations. The Seller represents that no government agency has served any notice, and the Seller has no knowledge of any circumstances requiring repair, alteration or corrections of any existing condition that would prohibit the construction of residential apartments except as stated herein. It is agreed that in the event of the discovery of the existence of any toxic or hazardous waste, contaminated substance or gases, or any other substance which is considered to be a health hazard, the Purchaser has the right to declare this Option null and void and all deposits or option fees shall be returned to the Purchaser.

7. Title. The Purchaser agrees to pay all expenses of title clearance including a certificate of title prepared by an attorney, upon whose certificate title insurance may be obtained from a title insurance company qualified to do and doing business in the State of South Carolina, and continued down to and including date of recordation of deed from the Seller to the Purchaser. Reasonable time shall be allowed for preparation of and examination of title. Should such examination of title reveal defects which can be cured, the Seller hereby obligates himself to cure same as expeditiously as possible, and to execute and tender a general warranty deed conveying insurable title in accordance with the terms hereof, except for ad valorem taxes, not yet due and payable, existing restrictions, easements of record and applicable zoning ordinance. If said title defects cannot be cured within 20 days after notice of said defects, then Purchaser shall have the option of having any option fees returned and being released from further liability hereon, or of having the Seller complete the curing of same as expeditiously as possible.

8. Closing Costs. Closing costs, including legal fees and title insurance premiums shall be paid by Purchaser. The Seller agrees to pay Seller's legal fees. The Seller agrees to provide a recent survey indicating property boundaries, corners, placement of improvements, location of utilities and any easements and right-of-ways.

9. Prorations. Real estate taxes and any other assessments for the taxable year in which the Closing takes place shall be prorated as of the date of the Closing of the transaction.

10. Initial Option Period. This Option may be exercised by the Purchaser, or its assigns, at any time while the option herein to the Purchaser remains open and exercisable. The offer herein shall remain irrevocable, starting from the Effective Date and running through **the later of August 31st, 2026 or 5 business days after the official announcement by the State Agency of LIHTC awards (the "Initial Option Period")**.

The option fee shall be payable to Kingston Pointe, L.P., located at 1544 S. Main Street, P.O. Box 170, Fyffe, AL 35971.

This option fee will be refundable to the Purchaser until the end of the Initial Option Period.

11. Additional Option Extension Periods:

1st Option Extension Period. Upon approval of the proposed residential development project by the State Agency, or if by the expiration of the initial option period the State Agency has not announced its funding awards, purchaser may, at its election, extend this Option from **the later of August 31st, 2026 or 5 business days after the official announcement by the State Agency of LIHTC awards** (end of the Initial Option Period) to **March 31st, 2027** (end of the 1st Option Extension Period) upon payment by the Purchaser of an option extension fee in the amount of **\$1,000**. Should Purchaser pay such option extension fee, any amounts will be applied toward the purchase price of the subject property at the Closing. Furthermore, Purchaser will sign the agreement under 1st Option Extension Period on the signature pages to extend this Option for an additional six months as indicated in this provision.

This option extension fee will be non-refundable to the Purchaser.

This option extension fee will be immediately due and payable to the Seller.

12. Closing. At any time when this Option is open and exercisable, the Purchaser may notify the Seller of its intent to purchase the subject property and set a closing date, which closing date shall be within **90** days of such notification (the "Closing" or "Closing Date"). Such notice of a Closing Date shall not constitute Purchaser's exercise of this Option, but shall merely provide the scheduling of a Closing Date. At Closing, Purchaser shall simultaneously exercise this Option and close its purchase of the Property pursuant to the terms and conditions of this Option. Option time frames and closing dates may be extended upon mutual agreement of both parties. The Closing shall be at such location as is designated by Purchaser.

13. Notices. All notices, requests, demands or other communications hereunder shall be in writing and shall be delivered by personal delivery, overnight mail or delivery service, facsimile, or United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Seller: Kingston Pointe, L.P.
 1544 S. Main Street
 Fyffe, AL 35971
 Attention: Lowell R. Barron II
 Email: lbarron@thevantagegroup.biz

If to Purchaser: Vantage Management, LLC
PO Box 166 (1544 So Main St)
Fyffe, Alabama, 35971
Attention: Zac Plumstead
Email: zplumstead@thevantagegroup.biz

or to such other address as any party may from time to time designate by notice in writing to the other parties. Any such notice, request, demand or communication shall be deemed to have been given on the date of mailing. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Paragraph shall constitute delivery.

14. Assignment. Seller shall, and does hereby, expressly consent and agree to any assignment by Purchaser of Purchaser's rights under this Option or any part thereof to any person, firm, partnership, corporation or other entity (whether currently existing or hereafter formed). Any such assignee shall assume in writing all the obligations and liabilities of Purchaser hereunder, and notice of such assignment shall be provided to Seller with reasonable promptness. If such assignment is made, then the sale contemplated by this Option shall be consummated in the name of, by and through the authorized officials of any such assignee and, after any such assignment, Seller shall look solely to such assignee for the performance and discharge of all of the obligations and liabilities of Purchaser hereunder, Purchaser in such event being relieved of all obligations and liabilities hereunder.

15. Brokers. Purchaser and Seller hereby represent to the other that they have not discussed this Option or the subject matter hereof with, and have not engaged in any fashion or any connection with this transaction the services of, any real estate broker, agent, or salesman, so as to create any legal right in any such broker, agent, or salesman to claim a real estate commission or similar fee with respect to the conveyance of the subject property or the other transactions contemplated by this Option. Seller and Purchaser hereby agree to indemnify and hold the other harmless from and against any and all claims (including, without limitation, court costs and reasonable attorneys' fees actually incurred in connection with any such claims) for any real estate commissions or similar fees arising out of or in any way connected with any breach of the foregoing representation.

16. Default. If Purchaser exercises this Option and thereafter the sale contemplated by this Option is not consummated through default of Seller, the entire Initial Option Period Fee and any option extension fees paid shall, at Purchaser's option, be promptly refunded to Purchaser, and Purchaser shall be entitled to exercise all rights at law and in equity. Nothing contained in any term or provision of this Option shall eliminate or limit Purchaser's right to seek and obtain specific performance of this Option. If the sale contemplated by this Option is not consummated solely because of Purchaser's default, then Seller shall be entitled to retain the entire Initial Option Period Fee and any option extension fees as full liquidated damages for such default of Purchaser, and Seller shall have no other right or remedy against Purchaser.

17. Miscellaneous. Time is of the essence of this Option. This Option shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. The invalidity or unenforceability of a particular provision of this Option shall not affect the other provisions hereof, and this Option shall be construed in all respects as if such invalid or unenforceable provision were omitted. This Option may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same instrument. A signature counterpart transmitted by facsimile shall have the same force and effect as an original copy. Seller and Purchaser hereby agree that this Option (or a memorandum hereof) may be recorded in the public records by Purchaser at its sole option and expense. This Option shall be governed by and construed and enforced in accordance with the laws of the State of South Carolina.

18. Effective Date. The "Effective Date" of this Option shall be the date upon which the last of Seller or Purchaser executes this Option in the space provided below.

IN WITNESS WHEREOF, the Seller and the Purchaser have set their hand and seal this 10th day of February, 2026.

SELLER:



President of General Partner

WITNESS:



PURCHASER:

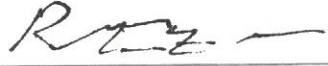
Vantage Management, LLC

By:



Its: Vice President

WITNESS:



FIRST OPTION EXTENSION PERIOD:

The Purchaser hereby acknowledges its intent to extend this Option to _____ (end of 1st Option Extension Period). The Purchaser hereby includes check # _____ dated _____ payable to _____ as attached hereto.

IN WITNESS WHEREOF, the Purchaser has set their hand and seal this _____ day of _____, _____.

PURCHASER:

WITNESS:

Vantage Management, LLC
(or it's assigned)

By: _____

Its: _____

Exhibit A



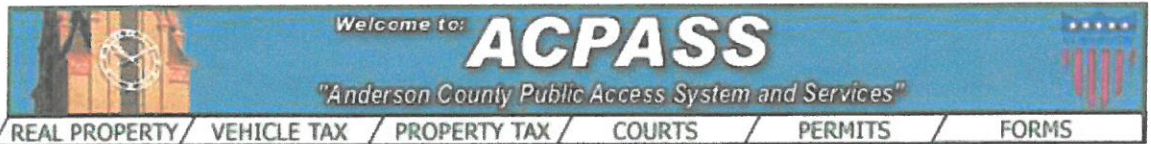
1:3,975

TMS:	1230402012	
Deed Book:	6600	Deed Page: 15
Tax District:	5	Description: BROGAN AVE 6.00 AC
Sale Year:	2005	Sale Price:
		Market Value:



ESRI, Highland Mapping, and Anderson County GIS

Anderson Coulty CGIS



Main=>[Real Property](#)=>[Property Search](#)=>Select Record=>**Property Detail**

Property Record Detail

View Taxes		View Parcel						
TAXMAP NO.		OLD TAMAP NO.						
123-04-02-012-000								
		PARENT TMS NO.						
		123-04-02-004						
Owner Information								
Current Owner		Previous Owner						
Name	KINGSTON POINTE LP	Name	WAKEFIELD ASSOCIATES LP					
Address	PO BOX 170	Address	NA					
City, State	FYFFE AL	City, State	NA					
Zip	35971-0000	Zip						
Sales Information								
Date	Book#	Page#	Price					
2/11/2005	6600	00015	\$ 168,000.00					
2/22/1997	2556	00066						
Purchaser								
KINGSTON POINTE LP								
WAKEFIELD ASSOCIATES LP								
Property Information								
Subdivision			Tax District					
Physical Address	101 FYFFE DR		Market Value					
M/H			Prior Value					
			Tax Value					
			Exempt					
Legal Description								
Legal Desc 1	CP S 1514/1+2							
Legal Desc 2	F000 D000							
Legal Desc 3	BROGAN AVE 6.00 AC							
Assessment Totals								
YEAR	ACRES	LOTS	LAND ASMT	#BLDG	BLDG ASMT	TOT ASMT	RAT CD	RC
2025	6.00		12600	10	90000	102600	C	
2024	6.00		12600	10	90000	102600	C	
2023	6.00		12600	10	90000	102600	C	
2022	6.00		12600	10	90000	102600	C	01
2021	6.00		9000	10	76200	85200	C	19

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FIRST AMENDMENT TO
OPTION TO PURCHASE REAL PROPERTY

This First Amendment to Option to Purchase Real Property (this "Amendment") is entered into as of the 1st day of May, 2026, by and between Kingston Pointe, LP, South Carolina limited partnership ("Seller"), and Kingston Pointe Acquisition, LP, a South Carolina limited partnership ("Buyer").

RECITALS

A. Seller and Vantage Management, LLC ("Original Purchaser") entered into that certain Option to Purchase Real Property dated February 10, 2026 (the "Option Agreement"), pursuant to which Seller granted Original Purchaser an exclusive and irrevocable option to purchase certain real property located in Anderson, South Carolina, as more particularly described on Exhibit A attached to the Option Agreement (the "Property").

B. Original Purchaser assigned all of its rights, title, and interests in and to the Option Agreement to Buyer pursuant to an Assignment of Purchase Option dated February 11, 2026.

C. Seller and Buyer now desire to amend the Option Agreement to adjust the Purchase Price for the Property, as more particularly set forth herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Amendment to Purchase Price. Paragraph 3 of the Option Agreement, entitled "Purchase Price; Adjustments," is hereby amended to provide that the total acquisition price for the Property shall be **Two Million Seven Hundred Thousand and No/100 Dollars (\$2,700,000.00)**. All other terms and conditions of Paragraph 3 of the Option Agreement shall remain in full force and effect.

2. Ratification. Except as expressly modified by this Amendment, all terms, covenants, and conditions of the Option Agreement shall remain in full force and effect and are hereby ratified and confirmed in all respects. In the event of any conflict between the terms of this Amendment and the terms of the Option Agreement, the terms of this Amendment shall control.

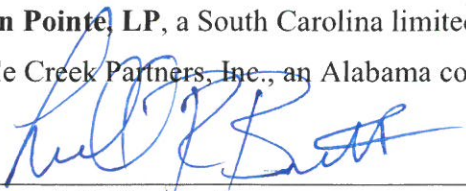
3. Counterparts. The Option and this Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first written above.

SELLER:

Kingston Pointe, LP, a South Carolina limited partnership

By: Eagle Creek Partners, Inc., an Alabama corporation, its Managing General Partner

By: 

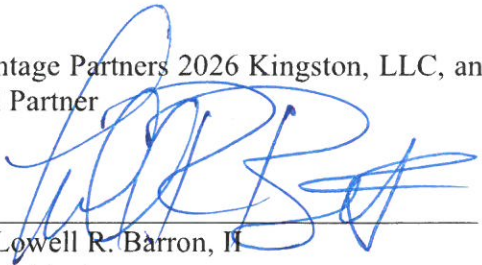
Name: Lowell R. Barron, II

Title: President

BUYER:

Kingston Pointe Acquisition, LP, a South Carolina limited partnership

By: Vantage Partners 2026 Kingston, LLC, an Alabama limited liability company, its Managing General Partner

By: 

Name: Lowell R. Barron, II

Title: President