

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is executed to be effective as of the latest date set forth on the signature page of this Agreement (the "**Effective Date**"), by and between **SOUTH CREEK DEVELOPMENT, LLC**, a North Carolina limited liability company (together with its successors and/or assigns, "**Buyer**"); and **TC Hampshire, LLC**, a South Carolina limited liability company ("**Seller**"), using the notice address provided herein, together with its heirs and/or assigns, "**Seller**" (Buyer and Seller are collectively referred to as the "**Parties**", and each a "**Party**").

1. **Property.** On the terms herein set forth, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, a +/- 6 acre tract (the "**Land**"), as approximately depicted on Exhibit A, attached hereto and made a part hereof, located at Hampshire Drive, Gaffney, Cherokee County, South Carolina 29341 (a portion of Parcel ID Nos. 098-00-00-011.000, 098-00-00-020.000, and 098-00-00-021.001) together with all easements, appurtenances and rights thereunto belonging, including without limitation, all (a) right, title and interest in roads, alleys, easements, streets and rights of way bounding the Land, if any; (b) rights of ingress and egress to and from the Land (including without limitation, all right, title and interest in and to all applicable cross-access and reciprocal easements and/or agreements), and (c) oil, gas and other minerals lying on or under the Land (collectively, the "**Property**").

a. Land Acreage and Location. The exact acreage and boundaries of the Land shall be determined on or before March 31, 2026, and shall be determined by a new survey of the Property purchased and coordinated by Buyer (the "**Survey**").

2. **Purchase Price.** The purchase price of the Property shall be \$110,000.00 per acre, as such acreage is determined pursuant to Section 1(a) herein, which total shall be reduced by three percent (3%) (the "**Purchase Price**"), payable at Closing by Buyer.

3. Title Company and Earnest Money.

a. Name and Initial Amount. Old Republic National Title Company, 1125 Sanctuary Parkway, Suite 140, Alpharetta, GA 30009, Attn: Kelly Shaw (the "**Escrow Agent**" and/or "**Title Company**") will serve as the escrow agent. Within ten (10) business days of the Effective Date, Buyer shall deposit the sum of \$20,000.00 with the Escrow Agent as earnest money to be applied to the Purchase Price (the "**Initial Earnest Money**" and collectively with any Additional Earnest Money and Closing Extension Fee(s), as defined herein below, the "**Earnest Money**")¹, subject to the terms and provisions of this Agreement. All Earnest Money shall be applicable to the Purchase Price at Closing. The Title Company shall promptly notify Seller upon deposit of the Initial Earnest Money. If Buyer does not terminate this Agreement prior to the expiration of the Due Diligence Period (as hereinafter defined and as may be extended herein), on such date the Initial Earnest Money shall be non-refundable to Buyer, except in the event of Seller's default of this Agreement or as otherwise provided herein. On March 31, 2026, \$5,000.00 of the Initial Earnest Money shall be released to Seller and become non-refundable except in the event of Seller's default of this Agreement or as otherwise expressly provided herein.

b. Account. The Earnest Money shall be held by the Escrow Agent in an escrow account, to be handled in accordance with the terms and conditions of this Agreement.

¹ Please refer to Schedule "1" attached hereto and incorporated herein for a schedule detailing the Earnest Money deposits required by this Agreement.

4. **Due Diligence.**

a. **Due Diligence Period.** Beginning on the Effective Date and extending through 5:00 p.m. (EST) on July 31, 2026, (the "**Due Diligence Period**"), Buyer shall have the right to conduct inspections of the Property (the "**Due Diligence Investigations**") and its suitability, as determined by Buyer in its sole and absolute discretion, for Buyer's Use. The right to conduct Due Diligence Investigations includes, without limitation, the right of Buyer and Buyer's employees, agents, affiliates and contractors to enter upon any portion of the Property as referenced in Exhibit A to make market studies, appraisals, needs assessments, take measurements, make inspections, conduct test borings, make boundary and topographical survey maps and to conduct geotechnical, soil, environmental, groundwater, wetland and other studies required by Buyer in its sole discretion, and to determine the existence and adequacy of utilities serving the Property, zoning and compliance with laws. No Due Diligence Investigations shall constitute a waiver or relinquishment on the part of Buyer of its rights under any covenant, condition, representation or warranty of Seller under this Agreement. Buyer shall use only insured contractors and agents and Buyer shall indemnify and hold harmless Seller from any and all liability related to the Due Diligence Investigations or the claims of parties working with or on behalf of Buyer with respect to the Property; provided, however, Buyer shall not be obligated to indemnify or hold Seller harmless from any and all damages, claims, costs and expenses: (i) caused by any act or omission of Seller or its agents; (ii) due to the discovery by Buyer or Buyer's agents of latent defects or other existing conditions on the Property; (iii) due to any diminution in value of the Property arising from or relating to matters discovered by Buyer or Buyer's agents during Due Diligence Investigations; or (iv) due to the existence of any hazardous materials which are discovered on or under the Property by Buyer or Buyer's agents.

b. **Due Diligence Materials.** Within ten (10) days of the Effective Date (the "**Delivery Date**"), Seller shall deliver to Buyer, at no cost to Buyer, each of the following items that are in the possession of Seller, if any (collectively, the "**Due Diligence Materials**"):

- (i) Current year and immediately prior year tax bills and evidence of payment of same through the Effective Date;
- (ii) Existing soil and groundwater tests;
- (iii) Title commitments, title policies and surveys;
- (iv) Leases, reciprocal easement agreements, service contracts and/or any other agreements in any way affecting the Property;
- (v) Environmental reports;
- (vi) Underground storage tank test results;
- (vii) Waste disposal records; permit records;
- (viii) Code violation notices and records;
- (ix) Traffic studies; and
- (x) All other engineering tests and other non-proprietary studies, reports, records and notices pertaining to the Property.

In the event the Property is not satisfactory to Buyer for any reason in Buyer's sole and absolute discretion, Buyer shall have the right to terminate this Agreement by delivering written notice thereof to Seller prior to the expiration of the Due Diligence Period, and Buyer shall receive a full and prompt refund of the Earnest Money without the need for Seller's signature or consent for its release. Buyer shall return to its' condition prior to inspection if disturbed or damaged. Upon the expiration of the Due Diligence Period, the Initial Earnest Money will become non-refundable, except in event of Seller's default or as otherwise provided herein. Notwithstanding the foregoing, if the Due Diligence Period is extended pursuant to Section 4(e)(i) herein, \$10,000.00 of the Initial Earnest Money shall be released to Seller and become non-refundable, except in the event of Seller's default of this Agreement or as otherwise expressly provided herein, and the remaining \$5,000.00 shall remain refundable pursuant to Section 4(e) herein. Further, and notwithstanding the foregoing, on the later of either (a) October 31, 2026, or (b) the date of notice of the Final Tax Credit Reservations by the Housing Agency (as defined herein), the remaining Initial Earnest Money (in an amount equal to \$15,000 in the event Buyer has not extended the Due Diligence Period pursuant to Section 4(e)(i) herein, or in an amount equal to \$5,000.00 in the event that Buyer has extended the Due Diligence Period pursuant to Section 4(e)(i) herein) shall be released to Seller and become non-refundable, except in the event of Seller's default of this Agreement or as otherwise expressly provided herein.

c. Title and Survey.

(i) If any of the title exceptions shown in a title commitment ordered by Buyer or the Survey are not satisfactory to Buyer, then Buyer may give Seller written notice of the items that Buyer finds unacceptable (the "**Title Objections**") on or before the date which is sixty (60) days after the Effective Date. Seller shall have fifteen (15) days after such notice from Buyer to deliver written notice to Buyer that it either agrees to cure the Title Objections prior to closing or to advise Buyer that it will not so cure the Title Objections. All Title Exceptions to which Buyer does not object shall be deemed waived and accepted by Buyer, as herein provided, and are collectively referred to as the "**Permitted Exceptions**". Buyer shall have the right to update the Title prior to Closing and object to any new title matters appearing after the date of Buyer's title commitment and first reflected in the updated Title in accordance with this Section until the earlier of (A) five (5) business days after Buyer's receipt of the Survey, or (B) Closing, and such new matters shall be subject to cure by Seller; provided, however, in the event that Seller reasonably determines that any such matters cannot be removed at or prior to Closing, Seller shall notify Buyer in writing, whereupon Buyer at its election, which must be exercised by written notice to Seller within ten (10) business days after receipt by Buyer of Seller's notice, may (A) extend the Closing Date for up to thirty (30) days ("**Title Update Closing Date Extension**"), or (B) waive all such title objections and proceed to close the transaction in accordance with the terms of this Agreement, except that (i) if such deadline is after the originally scheduled Closing Date, Closing shall be on or before the fifth (5th) business day after the last day of Buyer's deadline to respond to Seller, and in which event all such waived matters shall become Permitted Exceptions; and (ii) if Buyer exercises the Title Update Closing Date Extension and Seller fails to cure the applicable title defect(s), then Buyer may (A) terminate this Agreement and receive a complete refund of the Earnest Money or (B) waive all such title objections and proceed to close the transaction in accordance with the terms of this Agreement.

(ii) If Seller does not agree to cure one or more of the Title Objections (and Seller's failure to respond in writing shall be deemed to be a refusal to cure the Title Objections), Buyer may either (A) accept title to the Property subject to the Permitted Exceptions without a reduction in the Purchase Price, or (B) terminate this Agreement by delivering

written notice to Seller and receive a full and prompt refund of the Earnest Money, without the need for Seller's consent or signature for its release.

(iii) Notwithstanding any other provision of this Agreement to the contrary, including without limitation whether or not Buyer includes such items in its schedule of Title Objections, Seller shall have the unconditional obligation to remove, discharge, pay and/or cure, as applicable, at no cost to Buyer, all (A) title matters that are a lien for the payment of money, (B) encumbrance that can be removed by the payment of a definite sum of money, and (C) title matters that arise after the Effective Date and that Seller has not obtained Buyer's consent for, and none of such items shall be deemed Permitted Exceptions nor appear in Title Policy.

(iv) Prior to the expiration of the Due Diligence Period, Buyer shall provide the proposed Survey containing the final legal description of the Land to Seller for review and approval of the final legal description, which approval shall not be unreasonably withheld.

d. **Governmental Approvals.** Buyer may, at its option and expense, prepare and submit applications for, and seek to obtain approval by the applicable governmental authorities and/or third parties of, approvals, permits, licenses, easements and agreements required for Buyer's Use, including without limitation, those for utilities, zoning, special uses, building construction, access, platting, easements, site construction and off-site improvements (collectively, the "**Governmental Approvals**"), including without limitation, appropriate rezoning, if necessary. Seller shall cooperate with Buyer in connection with the preparation of the applications and seeking the Governmental Approvals, including without limitation, the timely execution and delivery of all applications, documents, plats and instruments required by the applicable governmental authorities and/or third parties, provided that Seller shall not be obligated to incur any expense in connection therewith. It is understood that no subdivision plats or other documents may be recorded of public record prior to closing without the express written consent of Seller, which consent shall not be unreasonably withheld.

e. **Extension of Due Diligence Period.**

(i) **First Extended Due Diligence Period.** Buyer may, at its option, extend the Due Diligence Period one (1) time, through 5:00 pm (EST) on October 31, 2026 (the "**First Extended Due Diligence Period**") by providing notice to Seller on or before the expiration of the Due Diligence Period.

(ii) **Second Extended Due Diligence Period.** Buyer may, at its option, extend the Due Diligence Period one (1) additional time, through 5:00 pm (EST) on December 31, 2026 (the "**Second Extended Due Diligence Period**") by providing notice to Seller on or before the expiration of the First Extended Due Diligence Period, and depositing an additional \$30,000.00 with the Escrow Agent (the "**Additional Earnest Money**") the later of either (a) October 31, 2026, or (b) the Final Tax Credit Reservations by the Housing Agency (as defined herein). The Additional Earnest Money shall non-refundable, except in the event of Seller's default of this Agreement_or as otherwise expressly provided herein and shall be credited toward the Purchase Price at Closing.

5. **Conditions Precedent.** It shall be a condition precedent to Buyer's obligation to close this transaction and purchase the Property that all of the following are timely satisfied:

(i) Title Policy. At Closing, the Title Company shall be prepared to issue the Title Policy to Buyer with all standard or pre-printed exceptions deleted (to the extent such can be deleted), evidencing Buyer owns good and indefeasible fee simple title in and to the Property subject only to the Permitted Exceptions. In the event the Title Company will not issue a Title Policy solely due to Buyer's failure to exercise commercially reasonable efforts to obtain said policy, then this condition shall not be a condition precedent to Buyer's obligation to close.

(ii) Representations and Warranties. At Closing, all of the representations and warranties of Seller shall be true in all material respects.

(iii) No Liens. At Closing, there shall be no unpaid charges, debts, liabilities, claims or obligations of Seller related to the Property, or any portion thereof, which could give rise to any mechanics', materialmen or other statutory lien against any portion of the Property other than those that will be paid or otherwise satisfied by Seller at Closing, and possession of the Property, free of all tenancies, leases and occupants, shall be delivered to Buyer at Closing.

(iv) Sewer Connectivity. Obtain all necessary approvals and/or agreements required for sufficient sewer connectivity.

(v) Zoning. At Closing the Property shall be zoned to permit the development of the Property for its intended purpose.

(vi) Site Plan Approval. The requisite jurisdiction has approved Buyer's site plan to develop a Multi-Family apartment complex with no less than sixty (60) residential units.

Termination. Notwithstanding anything to the contrary, in the event that any condition precedent in Section 5 is not satisfied prior to the Closing Date, as set forth in Section 6 below (as may be extended), Buyer shall have the right to terminate this Agreement and receive a full and prompt refund of the Earnest Money, without the need for Seller's consent or signature for its release.

6. Closing.

a. Delivery of Documents. The conveyance of the Property and the closing of the transaction herein described (the "**Closing**") shall occur on or before December 31, 2026, as may be extended herein (the "**Closing Date**"), in such manner and/or location mutually acceptable to Buyer and Seller; provided, however, Buyer may elect to close at any time upon no less than three (3) days' prior written notice to Seller.

(i) Seller shall deliver at Closing in a form reasonably acceptable to the Buyer and the Title Company: (A) a special warranty deed conveying good, marketable and indefeasible fee simple title in and to the Property to Buyer (or its designee) (the "**Deed**"), (B) a quitclaim deed from Seller in recordable form conveying to Buyer title to the Survey description of the Property; (C) a lien affidavit acceptable to the Title Company; (D) an affidavit of non-foreign status; (E) any other affidavit or document reasonably required by the Title Company to delete the so-called standard exceptions to the Title Policy; and (F) such other customary documents, instruments, certifications and confirmations as may be reasonably required to fully effect and consummate the transactions contemplated hereby and for the Title Company to issue the Title Policy in the form required by this Agreement, including closing statement, affidavits regarding compliance with South Carolina tax requirements and affidavits regarding South Carolina tax withholding.

(ii) Buyer shall deliver at Closing: (A) the remaining balance of the Purchase Price as provided by this Agreement; and (B) such other documents, instruments, certifications and confirmations as may be reasonably required to fully effect and consummate the transaction contemplated hereby, including closing statement.

b. Prorations. Buyer and Seller shall prorate all Property taxes, personal property taxes and all other assessments related to the Property as of the Closing Date (collectively, the "**Taxes**"), with the Closing Date being treated as a day of ownership by Buyer. If any final tax bill is not available at Closing, the Taxes shall be prorated based upon the latest available tax assessment(s) for the Property. If the Property is a part of a larger tax parcel or was recently subdivided and a separate tax bill for the Property is unavailable at Closing, then the proration of the Taxes will be based upon the latest available tax bill based upon the percentage of the larger tax parcel being purchased by Buyer. If there are any improvements on the larger tax parcel that are separately valued or assessed, the value of such improvements shall be assigned to the Buyer only if such improvements are located on the Property. If any of the amounts set forth in the final bill for the Taxes are different than the amounts prorated at Closing Seller and Buyer shall agree there is no further action or payment due from either Party. Notwithstanding anything to the contrary set forth in this Agreement, Seller shall pay on or before the Closing Date all Taxes for previous tax years and all other preceding periods for which any Taxes are due or payable. This Section 5.b shall not apply to any Rollback Taxes (hereinafter defined) described in Section 5.e below. The provisions of this Section 5.b shall survive the Closing and delivery of the Deed.

c. Costs. Seller shall pay the taxes and assessments for which Seller is responsible hereunder, the cost for the preparation of the Deed, any conveyance fee or transfer tax, the cost of curing any title or survey defect that Seller agreed to cure or is obligated to cure pursuant to the terms of this Agreement, and 100% of any broker's commission or fee in accordance with Section 9.f hereof. Buyer shall pay the cost of any title examination fees or other due diligence costs (including but not limited to any survey obtained by Buyer), the cost of any endorsements or extended title insurance coverage and of any mortgagee's title coverage, the cost of preparing and/or recording all documents to be recorded other than those referred to in the preceding sentence, and any other costs related to the Closing incurred by Buyer. Except as may otherwise be stated herein, each Party shall bear its own expenses, including its own attorneys' fees.

d. Seller's Obligations Prior to Closing. At or prior to Closing, Seller shall maintain indefeasible fee simple legal title to the Property free and clear of any and all defects, liens, and encumbrances of every kind and nature (other than the Permitted Exceptions and liens and encumbrances that will be released at Closing).

e. Rollback Taxes. If Rollback Taxes are assessed due to Buyer's acquisition and Buyer's Use of the Property, Seller shall be responsible for the payment of such Rollback Taxes.

f. Condemnation. If, prior to Closing, condemnation proceedings are commenced against any portion of the Property, Buyer shall have the right to either (i) terminate this Agreement by delivering written notice to Seller within fifteen (15) days of Buyer's receipt of written notice from Seller of such condemnation proceedings, receive a full and prompt refund of the Earnest Money, if applicable, without the need for Seller's signature or consent for its release; or (ii) elect not to terminate the Agreement and appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to Buyer and the Purchase Price will not be reduced.

g. Extension. Buyer shall have the right to extend the Closing Date two (2) times, each

for a period of three (3) months (each a "**Closing Extension**") by (1) providing to Seller written notice prior to the then applicable Closing Date, and (2) delivering on or before the then applicable Closing Date an extension fee in the amount of \$40,000.00 (each a "**Closing Extension Fee**") to the Seller. The Closing Extension Fee(s) shall (i) be non-refundable, except in the event of Seller's default of this Agreement or as otherwise expressly provided herein and (ii) be applied to the Purchase Price at Closing.

7. Defaults and Remedies.

a. **SELLER DEFAULT.** IF SELLER FAILS TO PERFORM IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT OR OTHERWISE BREACHES ANY OF THE MATERIAL TERMS, COVENANTS, AGREEMENTS, REPRESENTATION OR WARRANTIES CONTAINED IN THIS AGREEMENT, THEN (I) BUYER MAY TERMINATE THIS AGREEMENT BY DELIVERING WRITTEN NOTICE THEREOF TO SELLER, WHEREUPON ALL EARNEST MONEY AND CLOSING EXTENSION FEES DEPOSITED BY BUYER SHALL BE IMMEDIATELY REFUNDED AND RETURNED TO BUYER, WITHOUT THE NEED FOR SELLER'S CONSENT OR SIGNATURE, and (II) SELLER SHALL REIMBURSE BUYER FOR ALL ACTUAL OUT-OF-POCKET EXPENSES AND COSTS INCURRED BY BUYER IN CONNECTION WITH ITS EFFORTS TO PURCHASE THE PROPERTY, UP TO BUT NOT TO EXCEED A SUM EQUAL TO \$150,000 (One Hundred Fifty Thousand Dollars and No/100), OR (III) BUYER MAY ENFORCE THE TERMS AND CONDITIONS OF THIS AGREEMENT INCLUDING AN ACTION FOR SPECIFIC PERFORMANCE OF THIS AGREEMENT TO INCLUDE REASONABLE ATTORNEY FEES AND COSTS SHOULD IT BE THE PREVAILING PARTY. IN THE EVENT THAT BUYER SELECTS OPTION (II) PURSUANT TO THE PREVIOUS SENTENCE, THEN BUYER SHALL DELIVER TO SELLER COPIES OF ALL THIRD-PARTY REPORTS, STUDIES, SURVEYS, PLANS, DRAWINGS, ENVIRONMENTAL MATERIALS, ENGINEERING REPORTS, AND OTHER DUE DILIGENCE MATERIALS THAT ARE IN BUYER'S POSSESSION AND CONTROL, EXCLUDING ANY (1) INTERNAL MEMORANDA, UNDERWRITING, OR FINANCIAL ANALYSIS, AND (II) ATTORNEY-CLIENT OR WORK-PRODUCT MATERIALS. SUCH MATERIALS SHALL BE PROVIDED TO SELLER WITHOUT ANY REPRESENTATION OR WARRANTY BY BUYER.

b. **BUYER DEFAULT.** IF BUYER FAILS TO PERFORM IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, OR OTHERWISE BREACHES ANY OF THE MATERIAL TERMS, COVENANTS OR AGREEMENTS CONTAINED IN THIS AGREEMENT, THEN, AS SELLER'S SOLE AND EXCLUSIVE REMEDY, SELLER MAY TERMINATE THIS AGREEMENT BY DELIVERING WRITTEN NOTICE THEREOF TO BUYER AND THE EARNEST MONEY, TO THE EXTENT THE FOREGOING HAVE BEEN PAID BY BUYER, SHALL BE FORFEITED BY BUYER AND DELIVERED TO SELLER AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. SELLER ACKNOWLEDGES AND AGREES THAT THE EARNEST MONEY IS A FAIR AND EQUITABLE AMOUNT FOR SELLER TO RECEIVE, SINCE SELLER WILL HAVE CHANGED ITS POSITION IN RELIANCE ON BUYER'S COMPLETING THE TRANSACTION HEREIN DESCRIBED, WILL HAVE HELD THE PROPERTY OFF THE MARKET FOR AN EXTENDED PERIOD OF TIME IN RELIANCE UPON BUYER'S ABILITY TO CLOSE THIS TRANSACTION AND THE DAMAGES SUSTAINED BY SELLER IN SUCH CASE WOULD NOT OTHERWISE BE REASONABLY ASCERTAINABLE. SELLER WAIVES THE RIGHT TO EXERCISE ANY OTHER RIGHTS AND REMEDIES AVAILABLE TO SELLER BECAUSE OF A DEFAULT BY BUYER, AT LAW AND/OR IN EQUITY, INCLUDING WITHOUT LIMITATION, THE RIGHT TO SUE BUYER FOR ADDITIONAL DAMAGES OR SEEK SPECIFIC PERFORMANCE.

c. **Notice and Cure Period.** Buyer shall take no action with respect to a breach by Seller, and Seller shall take no action with respect to a breach by Buyer, until the non-defaulting party has given written notice to the defaulting party and the defaulting

party has failed to cure the default within ten (10) days after receipt of such notice.

8. **Seller's Representations and Warranties.** Seller represents and warrants to Buyer that:

a. **Title.** Seller is the owner of the Property pursuant to Seller's Acquisition Contract and shall have good, marketable and indefeasible fee simple title in and to the Property at Closing. If at any time prior to Closing Seller does not hold such title, Buyer shall have the right to terminate this Agreement by delivering written notice thereof to the Title Company, and Buyer will then receive a full and prompt refund of the Earnest Money and any Closing Extension Fee paid by Buyer without the need for Seller's consent or signature for its release.

b. **Authority; Enforceability.** Seller has the capacity and authority to execute this Agreement and perform its obligations under this Agreement. This Agreement constitutes a legal and valid binding obligation of Seller, enforceable against Seller in accordance with its terms. All action necessary to authorize Seller's execution (and execution by the individual executing this Agreement on behalf of Seller), delivery and performance of this Agreement has been taken and such action has not been rescinded or modified.

c. **Hazardous Substances.** To the best of the seller's actual knowledge, a) there are no and there have been no oil or gas wells (capped or uncapped) or underground storage tanks (in use or abandoned) on or about the Property; b) Neither Seller nor any prior owner or occupant of the Property has: (i) caused or permitted, and Seller has received no notice and has no knowledge of, the generation, manufacture, refinement, transportation, treatment, storage, deposit, release, salvage, installation, removal, disposal, transfer, production, burning or processing of Hazardous Substances (as hereinafter defined) on, under or about the Property; (ii) caused or permitted, and Seller has received no notice and has no knowledge of, the Release (as hereinafter defined) or existence of any Hazardous Substance on, under or affecting the Property; or (iii) caused or permitted, and Seller has received no notice and has no knowledge of, any substances or conditions on, under or affecting the Property which may support any claim or cause of action, whether by a governmental agency or any other person or entity, under any applicable federal, state or local law, rule, ordinance or regulation, including without limitation, those related to Hazardous Substances. For the purpose of this Agreement, the terms "**Hazardous Substances**" and "**Release**" shall have the same meaning as set forth in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601 *et seq.*; provided, however, that the definition of Hazardous Substances shall also include petroleum and related by-products, hydrocarbons, radon, asbestos, urea formaldehyde, polychlorinated biphenyl compounds and any other substance considered hazardous to humans or the environment.

d. **Leases; Options.** (i) Except for that certain lease related to a mobile home currently on the Property which can be terminated prior to Closing, there are no outstanding written or oral leases, easements and/or other types of agreement in any way affecting the Property that are not recorded in the Register of Deeds of Cherokee County, SC, (ii) no person or entity has any right with respect to all or any portion of the Property (whether by option to purchase, easement, right of first refusal, contract or otherwise) that may prevent or interfere with Buyer's taking title to, and exclusive possession of, all of the Property at Closing, and (iii) Seller shall not enter into any new lease, easement or other contract with respect to the Property during the pendency of this Agreement that is not terminable upon demand without Buyer's prior written consent, which may be given or withheld by Buyer in Buyer's sole and absolute discretion.

e. No Notices. Seller has not received any notice of, and to the best of its knowledge, there are no (i) proposed special assessments, condemnation or changes in the roads adjacent to the Property, (ii) pending public improvements that will result in any charge being levied or assessed against, or a lien being created upon, the Property; or (iii) pending or threatened eminent domain or condemnation proceedings against or involving any portion of the Property or any adjacent parcel.

f. Access. Seller has not received any notice of any existing or proposed plans to widen, modify or realign any street adjoining the Property, and the Property has full and free access to and from public highways, streets and roads. Seller has no knowledge of any pending or threatened proceeding by any governmental authority, or any other fact or condition, which would limit or result in the termination of the Property's access to and from such public highways, streets and roads.

g. INTENTIONALLY DELETED.

h. Utility District. The Property is situated in utility or other statutorily created districts providing water, sewer, drainage, or flood control facilities and services.

i. Pipelines. To the best of Seller's knowledge, there are no transportation pipelines, including without limitation, pipelines for the transportation of natural gas, natural gas liquids, synthetic gas, liquefied petroleum gas, petroleum or a petroleum product or hazardous substance, located on, under, or within the Property.

j. Owners' Association. The Property is not subject to mandatory membership in a property owners' association.

k. Litigation. There is no pending or threatened litigation, arbitration, administrative action or examination, claim or demand whatsoever relating to the Property; and no attachments, execution proceedings, liens, assignments or insolvency proceedings are pending or threatened against Seller of the Property or contemplated by Seller.

l. Performance under Leases and Service Contracts. During the pendency of this Agreement, Seller will perform its material obligations under all agreements that affect the Property.

m. Insurance. During the pendency of this Agreement, Seller shall maintain all insurance Seller was carrying on the Effective Date.

n. Exclusive Rights. In consideration of the efforts and expenses required to perform the review of the Property, both Buyer and Seller agree that neither will, either directly or indirectly, offer to sell or solicit any offers to purchase or negotiate for the sale or disposition of the Property, or contract, during the pendency of this Agreement.

o. Foreign Person. Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

Seller shall fully disclose to Buyer, immediately upon its occurrence, any change in facts, assumptions or circumstances of which Seller becomes aware prior to the Closing Date that may affect the representations and warranties set forth above. The representations and warranties of Seller contained in this Section 8 shall survive the Closing and delivery of the Deed for a period of one hundred eighty (180) days.

9. **Miscellaneous.**

a. **Plans and Approvals.** Buyer shall have the right to file, at Buyer's expense, any and all applications and plans necessary to obtain building permits, subdivision (or the vacation of any existing subdivision or plat) and/or any other agreement, assurance, approval or permit from any and all governmental authorities having jurisdiction over the Property that Buyer deems appropriate in connection with the intended purpose of the Property. Seller agrees to join in the execution of any application required in order to obtain any such agreement, assurance, permit or approval (or file such application individually if the relevant governmental authority shall so require). Seller further agrees to reasonably cooperate with Buyer or its nominee in all respects, including, without limitation, attending and giving favorable testimony at any hearings on the petitions or applications, meeting with and providing information to public and private utilities and governmental and quasi-governmental entities, and otherwise working to obtain the agreements, assurances, approvals and permits required by Buyer or its nominee without additional cost or obligation to Buyer or its nominee, except as to any actual and reasonable out-of-pocket fees and costs incurred by Seller, including attorney fees, provided the same are disclosed to and agreed upon by Buyer prior to being incurred.

b. **Notices and Deadline Dates.** Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant to this Agreement shall be in writing and shall be (i) delivered personally, (ii) sent or by overnight express courier, postage prepaid, or (iii) sent by facsimile or electronically (e-mail), provided there is proof of delivery, each addressed to the Parties at their respective addresses set forth herein, and the same shall be effective upon receipt if delivered personally, by overnight courier or by facsimile or electronically (with proof of delivery). A Party may change its address for receipt of notices by service of a notice of such change in accordance herewith. If any deadline under this Agreement falls on a Saturday, Sunday or legal holiday (which for purposes of this Agreement shall be not be considered a "**business day**"), the deadline shall be extended to the next business day. For purposes of notice to Seller and Buyer, the following addresses are provided:

To Buyer: South Creek Development, LLC
PO Box 543
Summerfield, NC 27358
Attn: Charlie Heritage
Phone: 336-669-3587
Email: Charlie.heritage@southcreekdevelopment.com

With a copy via email to:

Coleman Talley LLP
Attn: Greg Clark
greg.clark@colemantalley.com
Hannah Anderson
hannah.anderson@colemantalley.com

To Seller: TC Hampshire, LLC
3509 Pelham Rd
Greenville, SC 29615
Attn: Robert W. Lyons and Robert L. Lyons

864.590.3476 & 864.838.1886

Email: bobby@lyonsindustrial.com;
luke@lyonsindustrial.com

With a copy via email to:

c. Attorneys' Fees. In the event either Party brings an action at law or other proceeding permitted under the terms of this Agreement against the other Party in order to enforce or interpret any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Agreement or by reason of any breach or default hereunder or thereunder, the Party prevailing in any such action or proceeding shall be paid all reasonable costs and expenses, including without limitation reasonable attorneys' fees, by the non-prevailing Party.

d. Assignment; Binding Agreement. Seller may not assign this Agreement without the written consent of Buyer; however, this shall not preclude transfers or assignments of the individual Sellers for estate planning or tax purposes, including 1031 exchanges so long as such transfers or assignments have been completed no less than thirty (30) days prior to Closing and Buyer has received prior notice thereof. Buyer may assign this Agreement to a special purpose entity affiliate controlled by Buyer without the consent of Seller, however in no event shall Buyer be relieved of its obligations hereunder. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assignees. This Agreement constitutes the entire agreement between the Parties, and supersedes any and all prior agreements, arrangements and understanding between the Parties. This Agreement may only be amended by a written agreement executed by all of the Parties.

e. INTENTIONALLY DELETED

f. BROKERS AND COMMISSIONS. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO CONTRARY, SELLER SHALL PAY ALL BROKER FEES AND COMMISSIONS AT CLOSING DUE TO **LYONS INDUSTRIAL PROPERTIES** (THE "**BROKER**") PURSUANT TO A SEPARATE WRITTEN AGREEMENT BETWEEN SELLER AND BROKER, SUCH FEES AND COMMISSIONS EQUAL TO 3% OF THE PURCHASER PRICE. SELLER AND BUYER SHALL INDEMNIFY THE OTHER PARTY AGAINST, AND SHALL HOLD HARMLESS FROM, ANY AND ALL SUITS, CLAIMS, DEMANDS, JUDGMENTS, DAMAGES, COSTS AND EXPENSES OF OR FOR ALL SUCH BROKER FEES AND/OR COMMISSIONS, AND SHALL PAY ALL COSTS OF DEFENDING ANY ACTION OR LAWSUIT BROUGHT TO RECOVER ANY FEES OR COMMISSIONS INCURRED BY THE OTHER PARTY, INCLUDING REASONABLE ATTORNEYS' FEES. SELLER HEREBY DISCLOSES THAT ROBERT W. LYONS AND ROBERT L. LYONS, THE MEMBERS OF TC HAMPSHIRE, LLC, ARE LICENSED REAL ESTATE BROKERS IN THE STATE OF SOUTH CAROLINA.

g. Effect of Termination. This Agreement shall be void and of no further force and effect upon any proper termination under the terms hereof (other than terms herein that specifically provide that they survive the termination of this Agreement).

h. Multiple Counterparts. This Agreement may be executed in one or more counterparts, and all so executed shall constitute one and the same agreement, binding upon the Parties, and notwithstanding that all of the Parties are not signatories to the same

counterparts. Electronic scans of the signature, or the use of Docusign® is expressly permitted, and such shall be deemed to be an original signature.

i. CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE INTERNAL LAWS OF THE STATE OF SOUTH CAROLINA, WITHOUT REGARD TO ITS CONFLICT RULES. VENUE AND JURISDICTION FOR ALL CLAIMS UNDER THIS AGREEMENT SHALL BE EXCLUSIVELY IN THE COUNTY OF CHEROKEE IN THE STATE OF SOUTH CAROLINA

j. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement, a legal, valid and enforceable provision that is as similar in terms to such illegal, invalid or unenforceable provision as is possible.

k. INDEPENDENT CONSIDERATION. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, ONE HUNDRED AND 00/100 DOLLARS (\$100.00) OF THE DEPOSITED EARNST MONEY SHALL BE DEEMED INDEPENDENT CONSIDERATION AND NON-REFUNDABLE AND RETAINED BY SELLER UNDER ALL CIRCUMSTANCES, FOR AND IN CONSIDERATION OF SELLER'S EXECUTION OF THIS AGREEMENT.

l. Complete Understanding. This Agreement represents the complete understanding between the Parties as to the subject matter hereof and supersedes all prior negotiations, statements and agreements, either written or oral, between the Parties. No inducements, representations, statements or agreements have been made or relied upon in the making of this Agreement, except those specifically set forth in this Agreement. Neither Party has any right to rely on any other prior or contemporaneous statements and/or agreements made by anyone concerning this Agreement that are not set forth herein.

m. Time of the Essence. Time is of the essence in the performance of each of the terms and conditions of this Agreement

n. Disclosure. The Buyer and Seller acknowledge that this Agreement shall remain confidential. However, upon request of either party, a memorandum of agreement shall be executed to acknowledge the existence, but not the contents of this Agreement. In no event shall a memorandum of agreement created pursuant to this Section 9(n) be recorded in the public records of Cherokee County, South Carolina. Notwithstanding the foregoing, Buyer and Seller shall be entitled to disclose this Agreement in full to its employees, attorneys, accountants, tax consultants, brokers, lenders, investors, any state or federal authority, or as may be required by law.

10. **Tax Credit and Bond Provisions**. Notwithstanding anything to the contrary set forth in this Agreement or otherwise:

a. The Parties hereby acknowledge that Buyer intends to (i) apply for, syndicate and sell certain low-income housing tax credits (whether under state or federal law, collectively, "Tax Credits") with the assistance of the appropriate housing agency of the state in which the Land is located (the "Housing Agency"); and (ii) that Buyer's obligation to purchase the Property is expressly contingent upon the award of such Tax Credits in the amount

requested; and (iii) in the event that Buyer does not receive an award of Tax Credits in the amount requested, Buyer shall have the right to terminate this Agreement by delivering written notice to Seller and, to the extent it is refundable in accordance with Section 4 herein, receive a full and prompt refund of the Earnest Money without the need for Seller's consent or signature for its release.

b. Seller Cooperation. Seller hereby agrees to reasonably assist Buyer, at Buyer's sole cost and expense, in obtaining and submitting such information as is necessary to apply for or obtain the Tax Credits and/or the Bond Financing to the extent such information is available to Seller and not to Buyer.

[Signatures begin on the next page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Buyer:

SOUTH CREEK DEVELOPMENT, LLC,
a North Carolina limited liability company

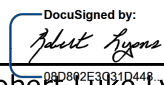
By: South Creek Ventures, LLC,
a North Carolina limited liability company
Its: Manager

By: 
Name: Charles Heritage
Its: Manager

Date: 2/10/2026

Seller:

TC HAMPSHIRE, LLC
a South Carolina limited liability company

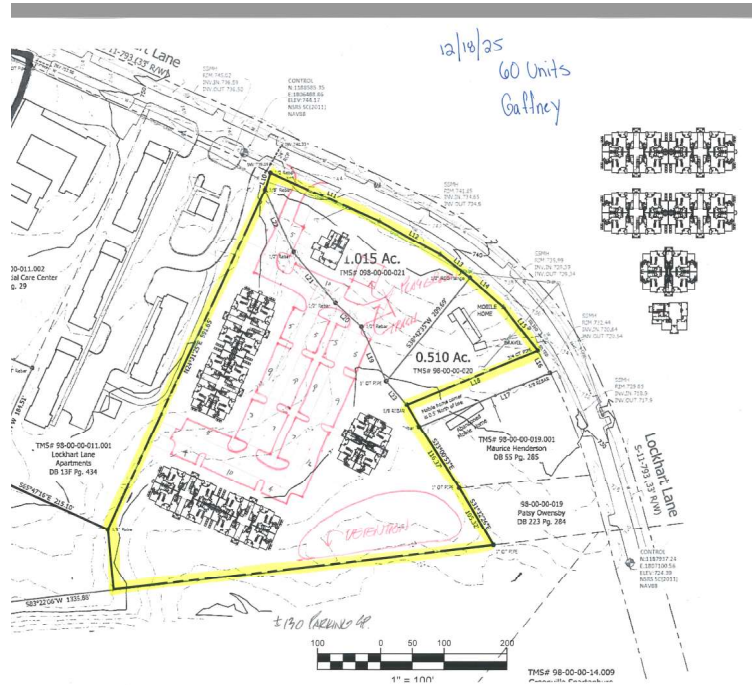
By: 
Name: Robert Luke Lyons
Its: Managing Member

Date: 2/10/2026

EXHIBIT A

Legal Description

That certain +/- 6 acre tract located in Gaffney, Cherokee County, South Carolina at Hampshire Drive, as approximately depicted as follows:



being a portion of Parcel Identification Numbers 098-00-00-011.000, 098-00-00-020.000, and 098-00-00-021.001.

The exact legal description and acreage of the Land shall be determined by Section 1(a) herein and the Survey.

SCHEDULE 1**Schedule of Earnest Money Deposits and Closing Extension Fees**

Deposit Name	Deposit Due Date	Deposit Amount	Extended Closing Date
Initial Earnest Money	Within 10 Business Days of Effective Period	\$20,000.00	N/A
Additional Earnest Money Deposit	The later of either (a) October 31, 2026; or (b) the Final Tax Credit Reservations by the Housing Agency	\$30,000.00	N/A
Closing Extension Fee #1	December 31, 2026	\$40,000.00	March 31, 2027
Closing Extension Fee #2	March 31, 2027	\$40,000.00	June 30, 2027