

AGREEMENT
FOR THE PURCHASE OF REAL PROPERTY
- SUMMARY OF TERMS -

"Seller":	Easley Nursery, Inc., a South Carolina corporation
"Purchaser":	Olympia Development, LLC, an Alabama limited liability company
"Property":	Approximately 20.5 Acres of land located at 121 Bracken Lane, Easley, South Carolina , and also identified as Tax Parcel 5049-18-31-5847 , which are more particularly described in <u>Exhibit "A"</u> attached hereto.
"Intended Use"	Development of a low-income multifamily apartment community with competitive funds provided by South Carolina Housing ("SCH") pursuant to its 2026-2027 Qualified Allocation Plan ("QAP"), all in accordance with the requirements of the QAP and Pickens County Code; and any other ancillary or related uses.; provided that, such Intended Use shall comply with the existing Planned Unit Development for the Property.
"Purchase Price":	\$1,200,000
"Initial Earnest Money":	\$10,000.00 to be deposited with Escrow Agent within five days of this agreement [<i>See Section 2(a)</i>]
"Additional Earnest Money"	\$10,000.00 , to be deposited with Escrow Agent on the expiration of the Inspection Period [<i>See Section 2(b)</i>]
"Extension Fee(s)":	\$10,000.00 per Extension, nonrefundable (except in event of Seller default) and to be deposited with Escrow Agent at time of Extension Notice. [<i>See Section 5</i>]
"Extensions":	Up to three (3) two-month extensions of the Closing Date
"Inspection Period"	120 days from the Execution of this Purchase and Sale Agreement.
"Closing Date":	The date which is the latter of (a) two hundred ten (210) days from the expiration of the Inspection Period and (b) sixty (60) days after the South Carolina Housing allocation determination, subject to any Extensions
"Escrow Agent":	Coleman Talley, LLP Attn: Russell D. Henry, Esq. 109 S. Ashley Street Valdosta, Georgia 31601

"Broker(s)" (if any):	<u>Listing (Seller's) Broker:</u> <u>Dan Brub</u>
	<u>Purchasing (Buyer's) Broker:</u> NONE

AGREEMENT FOR THE PURCHASE OF REAL PROPERTY

THIS AGREEMENT FOR THE PURCHASE OF REAL PROPERTY (this "Agreement") is made and entered into as of the Effective Date by and between Seller and Purchaser.

RECITALS

WHEREAS, Seller is the owner of the Property; and

WHEREAS, subject to the terms and conditions hereof, Seller desires to sell to Purchaser the Property and Purchaser desires to purchase the Property from Seller.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms; Effect of Summary. The term "**Effective Date**" shall mean the date upon which the last of Purchaser and Seller execute this Agreement, as set forth on the signature page hereto; and such date shall be the Effective Date of this Agreement. Other capitalized terms used in this Agreement, unless otherwise expressly defined hereinafter, shall have the meaning set forth in the "Summary of Terms" set out on the cover page to this Agreement (hereinafter, the "**Summary of Terms**"), the terms of which are expressly incorporated into this Agreement. Notwithstanding, the Parties acknowledge and agree that the Summary of Terms is provided for convenience only; and that in the event of any conflict between the Summary of Terms and the body of this Agreement, the terms and conditions in the body of the Agreement shall govern and control.

2. Purchase Price and Earnest Money. In exchange for fee simple title to the Property, Purchaser agrees to pay to Seller the Purchase Price. The Purchase Price shall be payable as follows:

(a) Initial Earnest Money. Within five (5) days following the Effective Date, Purchaser shall deliver to the Escrow Agent Initial Earnest Money. The Escrow Agent shall hold the Initial Earnest Money in accordance with Section 10 and shall disburse the Initial Earnest Money pursuant to the terms and conditions of this Agreement. The Initial Earnest Money shall be nonrefundable to Purchaser after the Inspection Period, except in the event of Seller's default, but shall be applicable to the Purchase Price at Closing.

(b) Additional Earnest Money. Purchaser shall deposit the Additional Earnest Money in such amount and at such time as set out in the Summary of Terms. The Additional Earnest Money shall be non-refundable to Purchaser except in the event of Seller's default but shall be applicable to the Purchase Price at Closing. The Initial Earnest Money and Additional Earnest Money may be referred to collectively hereunder as "**Earnest Money**".

(c) The balance of the Purchase Price shall be paid to Seller on the Closing Date, subject to any credits or apportionments as provided for under this Agreement, simultaneously with delivery of the deed, by one or more wire transfers of immediately available federal funds to an account, or accounts, designated by Seller no later than two (2) days prior to the Closing Date.

3. Due Diligence. After the Effective Date and continuing through the Inspection Period (or earlier expiration or termination of this Agreement), Purchaser shall have the right to enter upon the Property for the purposes of conducting its due diligence investigations to determine the suitability of the Property for Purchaser's Intended Use thereof ("**Due Diligence Investigations**"). Due Diligence Investigations shall include, without limitation, review of title, survey, zoning and land use entitlements, including water, sewer and other utilities, environmental matters, geotechnical studies, economic feasibility and financing. All Due Diligence Investigations shall be at Purchaser's expense, and Purchaser will indemnify and hold Seller harmless from all claims for injury to persons for damages that arise from or out of Purchaser's physical Due Diligence Investigations on the Property.

(a) Due Diligence - Seller's Documentation. Upon execution of this Agreement, Seller shall provide to Purchaser copies of and/or access to all existing material documentation regarding the Property, including, without limitation, existing title reports/policies, surveys, environmental studies, geotechnical reports, zoning authorizations, building plans, site plans, engineering reports, inspection reports, permits and approvals related to the Property (the "**Seller Documents**"). Upon Termination of this Agreement, the Purchaser shall return all Seller Documents to Seller and/or destroy any copies thereof which are electronically stored. Seller agrees to reasonably cooperate with Purchaser and execute such documents, consents and authorizations as may be necessary for Purchaser to obtain the transfer or grant of necessary permits, approvals, licenses, and any easements necessary for Purchaser's Intended Use of the Property. Both parties agree and understand that the purchaser does not intend to seek a rezone and that Seller's agreement to cooperate prior to closing does not include seeking a rezone or PD Amendment.

(b) Due Diligence - Title/Survey. Without limitation of the foregoing, Purchaser shall have the right to obtain, at its own expense: (i) a current title commitment for an ALTA policy of owner's title insurance (the "**Commitment**") from a title company of its choosing (the "**Title Company**"), and (ii) an updated ALTA/NSPS survey of the Property prepared by a surveyor acceptable to Purchaser (the "**Survey**"). Following receipt thereof, Purchaser shall provide a copy of the Commitment and Survey to Seller, together with notice of any matters revealed thereby which are unacceptable to Purchaser, in its sole but reasonable discretion (the "**Objections**"). If Seller cannot, or will not, cure and/or eliminate such Objections to the reasonable satisfaction of Purchaser and its Title Company prior to Closing, Purchaser may, at its option, on or before the Closing Date, either (a) accept title subject to any remaining Objections that Seller has not expressly agreed to cure, in which event said remaining Objections shall be deemed to be waived for all purposes, or (b) terminate this Agreement in writing to Seller and Escrow Agent, whereupon the Earnest Money shall be returned to Purchaser and this Agreement shall be of no further force and effect, excepting any matter that expressly survives termination.

(c) Liens. Notwithstanding the foregoing, Seller agrees to pay in full or cause to be paid in full, at or prior to Closing, and thereafter satisfied of record, any mortgages, deeds of trust, security instruments, financing statements or other instruments which evidence or secure indebtedness, judgments and liens against the Property and created by Seller, including, without limitation, mechanics' liens, tax liens and real estate taxes, water rates and sewer rents and taxes, in each case, which are due and payable but which remain unpaid and/or of record as of the Closing Date (collectively, the "**Monetary Liens**"). As an alternative to payment, however, Seller may take such actions or deliver such documents or funds as would allow the Title Company to issue its Title Policy to Purchaser without

exception to such Seller Lien(s), and the same shall constitute Seller's performance hereunder.

(d) Termination During Inspection Period. Purchaser shall have the right to terminate this Agreement for any reason upon written notice to Seller on or before the expiration of the Inspection Period. If the Purchaser does not timely terminate the Agreement on or before the conclusion of the Inspection Period, the Earnest Money will be released directly to the Seller by the Escrow Agent, become non-refundable, and be applied to the Purchase Price at closing. If Purchaser does not terminate prior to expiration of the Inspection Period, the Initial and Additional Earnest Money payments shall become non-refundable to Purchaser except in the event of Seller's hereunder default or failure of the Closing Conditions and the same shall be released to Seller by Escrow Agent upon written request therefor.

4. Conditions to Closing. Purchaser's obligation under this Agreement to acquire the Property is subject to the fulfillment at or prior to the Closing Date of each of the following conditions, or the express written waiver thereof by Purchaser (the "**Closing Conditions**"):

(a) Seller shall have performed in all material respects its obligations contained in this Agreement required to be performed on or prior to the Closing Date, and each and every representation and warranty made by Seller in this Agreement shall be true and correct in every material respect.

(b) Purchaser shall have received all necessary governmental permits and approvals for Purchaser's Intended Use of the Property, if any. Upon written request, Seller at no expense to itself, will reasonably cooperate with Purchaser in Purchaser's efforts to obtain all necessary governmental permits and approvals. Purchaser agrees to obtain Seller's authorization (not to be unreasonably withheld, conditioned or delayed) for any modifications to the existing zoning conditions related to the Intended Use of the Property and will provide Seller with copies of approval submissions and notifications. Both parties agree and understand that the Purchaser does not intend to seek a rezone and that Seller's agreement to cooperate prior to Closing does not include seeking a rezone or PD Amendment.

(c) If any condition specified in this Section is not timely satisfied by the Closing Date, Purchaser shall have the right to terminate this Agreement upon written notice to Seller delivered no later than five days prior to the Closing Date, in which event the Earnest Money and Extension Fees shall be disbursed to Seller and thereafter no party shall have any further rights, duties, obligations or liabilities except as otherwise specifically set forth in this Agreement.

5. Closing. If all contingencies and conditions to closing are satisfied or waived by Purchaser, the closing of the transaction described in this Agreement (the "**Closing**") shall occur on the Closing Date. The Closing shall occur via remote execution and delivery of documents and funds into escrow with Escrow Agent. Purchaser shall have the right, in its sole discretion, to extend the Closing Date for (up to) the number of Extensions, and for the period of such Extensions, set forth in the Summary of Terms. Such Extensions shall be exercised, if at all, by Purchaser providing written notice to Seller of Purchaser's intention to extend the Closing Date (an "**Extension Notice**") and delivering to Escrow Agent the corresponding Extension Fee for each such Extension at least two (2) days prior to the then current Closing Date (as extended if applicable). The Extension Fee(s) shall be non-refundable to Purchaser except in the event of Seller's hereunder default or failure of the Closing Conditions, but shall be applied to the Purchase Price at Closing.

(a) Conveyance. At Closing, Seller shall deposit in escrow a limited warranty deed conveying to Purchaser all of Seller's rights and interest in and to the Property free and clear of all encumbrances, except for the Permitted Exceptions, duly executed by Seller (the "**Deed**"). Seller shall also execute and deliver the other documents and instruments described in Section 5(d) to convey its other rights, title, and interests in the Property, in form and substance reasonably acceptable to Seller. Permitted Exceptions shall mean: (i) general real estate taxes and special assessments related to the period after the Closing Date which are a lien but are not yet due and payable at the Closing Date and (ii) all easements, covenants, conditions, reservations and restrictions of record, except for any such items which are objected to by Purchaser during the Inspection Period and agreed by Seller, in writing delivered to Purchaser, to be cured by Seller on or before Closing.

(b) Prorations. Property, ad valorem, and any similar taxes and assessments and rents (if any) shall be prorated as of the Closing Date. Purchaser and Seller agree to re-prorate taxes and assessments after the Closing upon the receipt of the actual tax bill(s). This provision shall survive the Closing of the transaction contemplated by this Agreement. Any prorations to which Purchaser may be entitled by reason of the foregoing shall be credited against the balance of the Purchase Price to be paid at Closing.

(c) Charges. Each party shall pay its own attorneys' fees, except as otherwise specifically set forth herein. Seller shall be charged the following amounts at Closing: (a) any monetary encumbrances on the Property arising under Seller and recording costs for any associated releases (including taxes, penalties and interest); (b) if applicable, costs to cure of any title matters objected to by Purchaser during the Inspection Period, to the extent Seller has notified Purchaser in writing of Seller's agreement to cure; and (c) broker commissions and/or fees. If the Property is or was being taxed under an abatement or exemption that will or does result in the assessment of "rollback" taxes at or after Closing, Purchaser, at Purchaser's sole expense, shall be responsible for paying the amount of such rollback taxes whenever the same shall be assessed. This covenant shall survive Closing. Seller shall protect, indemnify, hold harmless and defend the Purchaser against any and all liabilities, claims, demands, damages, costs and expenses, including, without limitation, attorneys' fees, costs and expenses, in connection with claims for any commissions, finders' fees, brokerage fees or other similar compensation that may be asserted by any person claiming by or through Seller with respect to this transaction. This indemnification shall extend to any and all claims, liabilities, costs and expenses (including attorneys' fees and litigation costs) arising as a result of such claims and shall survive the Closing and the recording of the Deed. Purchaser shall be charged the following amounts at Closing: (a) all preparation and recording costs for the Deed, (b) transfer tax payable upon the recording of the Deed; (c) the cost of any title commitment and/or policy; (d) all costs of Purchaser's due diligence activities; (e) the cost of any survey; (f) Purchaser's attorneys' fees; and (g) the Escrow Agent's closing fees.

(d) Deliveries. Seller shall deliver the following to Purchaser (duly executed where applicable) through escrow at or prior to the Closing, each of which shall be in form and substance acceptable to Purchaser in its judgment reasonably exercised: (i) the Deed, together with such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required to give effect to the terms and intent of this Agreement; (ii) if requested by Purchaser, a quitclaim deed conveying all of Seller's rights and interests in and to the Property, as described by Purchaser's survey thereof, (iii) an affidavit in form and substance reasonably satisfactory to Purchaser's title company and Seller for the purpose of permitting the title company to delete the standard

exceptions from a title policy and such other documents reasonably required by the title company in connection with the issuance of a title policy, subject to Seller's reasonable approval and (iv) such other documents and instruments as are required by this Agreement or otherwise necessary and customary in conveyances of real property in the state and location of the Property or as otherwise reasonably required by Purchaser and/or its title company. On or before the agreed-upon Closing Date, Purchaser shall deliver to Escrow Agent the balance of the Purchase Price (after credit for the Earnest Money and appropriate prorations) and countersigned copies of any documents which require execution by both Purchaser and Seller, if any. At Closing, both Parties shall execute a closing statement identifying all credits, charges, disbursements and prorations required hereunder, and a proration agreement if requested by Purchaser.

6. Damage or Condemnation. In the event of any substantial damage to the Property prior to Closing (except as caused by Purchaser), or in the event of the initiation of eminent domain or condemnation proceeding relating to the Property prior to Closing, Purchaser may, at its option, terminate this Agreement in writing within ten (10) days of receipt of notice of any damage or initiation of eminent domain proceedings. In the event this Agreement is not terminated pursuant to this Paragraph, Purchaser shall consummate this transaction on the Closing Date without reduction in Purchase Price, and Purchaser shall be entitled to participate in any such condemnation or eminent domain proceedings and to receive all of the proceeds from the condemning authority attributable to any portion of the Property to be conveyed to Purchaser.

7. Representations and Warranties. Seller represents, warrants and covenants to Purchaser that:

(a) Power and Authority. Seller has the right, power and authority to enter into this Agreement and to sell the Property in accordance with the terms hereof, and Seller has granted no option to any other person or entity to purchase the Property. The Seller is not involved in any bankruptcy, reorganization or insolvency proceeding. If Seller is a legal entity, trust or estate, the individual(s) executing this Agreement on behalf of Seller is vested with the power and authority to execute this Agreement in Seller's name; and all actions, consents or approvals required under any documents or orders governing Seller have been executed and obtained prior to the execution hereof, and that upon execution by such individual(s), Seller shall be legally bound to the performance of this Agreement.

(b) Claims, Suits, Judgments, etc. Seller has not received notice of and has no knowledge of any suits, judgments, or violations relating to or at the Property of any zoning, building, fire, health, pollution, environmental protection, or waste disposal ordinance, code, law or regulation which has not been heretofore corrected; that there is no suit or judgment presently pending or, to the best knowledge and belief of Seller, threatened which would create a lien upon the Property in the hands of Purchaser after Closing; and Seller shall give prompt notice to Purchaser of any such suit or judgment filed, entered or threatened prior to Closing.

(c) Status of Property. Seller has not received notice of and has no actual knowledge of pending or contemplated: (i) eminent domain proceedings affecting the Property or any part thereof; or (ii) changes in the present status of zoning of the Property, and Seller shall give prompt notice to Purchaser of any such proceedings or proposed changes of which Seller is aware prior to the Closing.

(d) Taxes and Assessments. All taxes, assessments, water charges and sewer charges affecting the Property or any part thereof due and payable at the time of the Closing

shall have been, or will be at Closing, paid in full. All current special assessments which are or will become a lien known to the Seller at the time of Closing on the Property shall also have been paid and discharged at Closing (in prorate shares between Seller and Purchaser), whether or not payable in installments.

(e) Hazardous Materials. During the period of Seller's ownership of the Property, the Property has not been and shall not be used for the storage, generation, discharge or disposal of any hazardous waste, substance, or material, or other toxic chemical pollutants. To the best of Seller's knowledge, the Property was not used for any such purposes prior to the time Seller acquired the Property.

(f) Exclusivity and Confidentiality. While this Agreement is in effect, Seller shall not solicit, accept or negotiate backup offers with respect to the Property from prospective purchasers with the same or similar Intended Use for the Property. Further, without the express written consent of Purchaser, Seller shall not disclose to any third-party the precise terms and conditions of this Agreement or any discussions or negotiations between Purchaser and Seller regarding the same; except that Seller may disclose the existence of this Agreement to the limited extent necessary to put third parties on notice of Seller's obligations, and Purchaser's rights, hereunder.

8. Default and Remedies. In the event that Purchaser defaults in its obligation to proceed to the Closing of the transaction contemplated by this Agreement, Seller shall be entitled to terminate this Agreement and receive the Earnest Money, Additional Earnest Money, and Extension Fees (if made) as liquidated damages, in lieu of all other remedies available to Seller at law or in equity for such default. Seller and Purchaser agree that the damages resulting to Seller as a result of such default by Purchaser as of the date of this Agreement are difficult or impossible to ascertain and the liquidated damages set forth in the preceding sentence constitute Seller's and Purchaser's reasonable estimate of such damages. In the event Seller shall default in the performance of any of its covenants, agreements, warranties or obligations hereunder, Purchaser shall elect, as its sole remedy for failure to Close (except as provided below), either: (i) waive the obligations of Seller in writing; (ii) extend the time for performance by such period of time as may be mutually agreed upon in writing by the parties hereto not to exceed thirty days; (iii) terminate this Agreement and recover the Earnest Money plus all costs and expenses incurred in connection with this Agreement, its Due Diligence Investigations of the Property and/or its application for allocation of low-income housing tax credits under the QAP; or (iv) pursue a suit in equity for specific performance to compel Seller's specific performance hereunder (it being acknowledged that damages at law alone would be an inadequate remedy) to consummate the transaction contemplated by this Agreement in accordance with the provisions of this Agreement together with the costs and expense of seeking to enforce specific performance, including without limitation, court costs and legal fees; provided, any such suit for specific performance must be commenced by Purchaser within ninety days of the Closing Date.

9. Brokers. Other than the Broker(s) identified in the Summary of Terms, neither Party has had any dealings with any real estate broker or agent in connection with the negotiation or execution of this Agreement. Pursuant to a separate agreement with such Broker(s), Seller shall be responsible for the payment of all broker fees/commissions at Closing. Both Parties agree to indemnify the other party against any claim for commission or compensation by any other real estate broker claiming by, through or under said party. The indemnities in this Section shall survive the Closing Date and the recording of the Deed or the termination of this Agreement, as the case may be.

10. Escrow Procedure. Purchaser shall deliver to Escrow Agent an executed copy of this Agreement and shall notify Seller of the name and address of the Escrow Agent. Acceptance of the Earnest Money by Escrow Agent shall confirm Escrow Agent's agreement to comply with the provisions of this Section. Escrow Agent shall deposit the Purchase Price in an IOLTA account as Escrow Agent, in its discretion, deems suitable. Escrow Agent shall hold and disburse the Earnest Money pursuant to the terms of this Agreement. In the event of a closing hereunder, the Earnest Money shall be applicable to the Purchase Price.

11. Assignment of Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns. Purchaser may assign its interest under this Agreement without the prior consent of Seller, provided: (a) Purchaser gives Seller written notice of such assignment no less than five (5) days prior to the Closing Date; and (b) Purchaser's assignee executes an instrument in form reasonably satisfactory to Seller agreeing to be bound by all the terms and conditions of this Agreement. Upon any assignment of Purchaser's entire interest under this Agreement, Purchaser shall be relieved of all further liability under this Agreement. Seller shall not assign its interest without the advance written consent of the Purchaser.

12. Notices. Any notice required or permitted to be given hereunder by the parties shall be delivered personally or by a nationally recognized overnight carrier or by e-mail to the parties at the mailing addresses and email address set forth on the signature page, unless different addresses or email addresses are given by one party to the other. Any notice or other communication required or permitted under this Agreement, shall be in writing and shall be deemed delivered either: (i) on the Business Day when sent by email, or (ii) when personally delivered; or (iii) when received from an overnight courier service which obtains a receipt evidencing delivery.

13. Time of Essence. Seller and Purchaser hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision hereof and that failure to timely perform any of the terms, conditions, obligations, or provisions hereof by either party shall constitute a material breach of and a non-curable (but waivable) default under this Agreement by the party so failing to perform.

14. Date and Time of Performance. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which said period of time begins to run shall not be included. If the date for performance of any act or deadline for required notice under this Agreement falls on a Saturday, Sunday or federal holiday, the date for such performance or required notice shall automatically be extended to the first succeeding "Business Day" (a day which is not a Saturday, Sunday or federal holiday).

15. Entire Agreement; No Representations. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated hereby, and all prior agreements, letters of intent, term sheets, proposals, offers, counteroffers, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision thereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the parties against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

16. Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by Seller to Purchaser at Closing, each party mutually agrees to perform, execute and deliver, but without any obligation to incur any

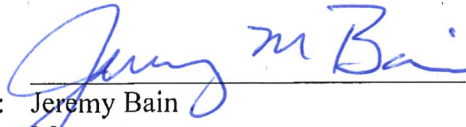
additional liability or expense, on or after the Closing any further deliveries and assurances as may be reasonably necessary, appropriate, convenient, useful or desirable to effectively carry out the intent of this Agreement or to further perfect the conveyance, transfer and assignment of the Property to Purchaser. Seller agrees to cooperate with Purchaser, at Purchaser's expense, in all reasonable respects relating to Purchaser's applications for development approvals during the term of this Agreement. This cooperation shall include, but not be limited to, the signing of any applications for approvals and/or permits, such as LDP or other permits, not including any rezone or PD Amendments, answering of questionnaires, or other actions.

17. Miscellaneous. This Agreement shall be governed by and construed in accordance with the internal, substantive laws of the State in which the Property is located. This Agreement, and all representations and warranties of Seller and Purchaser, shall not be merged into the documents executed at Closing, and shall survive the Closing. If any provisions of this Agreement or the application thereof to any part or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[Signatures on Following Page(s)]

PURCHASER:

OLYMPIA DEVELOPMENT, LLC,
an Alabama limited liability company

By:  (SEAL)
Print: Jeremy Bain
Title: Manager
Date: 2-12-26

Purchaser's Mailing Address:

P.O. Box 1909
404 East McKinney Avenue
Albertville, AL 35950

Purchaser's E-mail Address:

jeremy.bain@olympiaconstruction.net

[End of Signature Page(s)]

IN WITNESS WHEREOF, Seller and Purchaser have executed under seal this Agreement
as of the Effective Date.

SELLER:

EASLEY NURSERY, INC.,
a South Carolina corporation

By: Barry Bracken
Name: Barry Bracken

2-11-26
Date

Seller's Mailing Address for Notices:

105 Bracken Ln
Easley SC 29642

Seller's E-mail Address:

Resabrackenn@gmail.com

[Signatures Continued on Following Page(s)]

EXHIBIT A

DESCRIPTION OF PROPERTY



Overview



Legend

- Parcels
- 911 Address
- Yearly Sales
 - 2025
 - 2024
 - 2023
 - 2022
 - 2021
 - 2020
- Roads

B.H.B.
2 acres not included
2/11/26

Parcel ID	5049-18-31-5847	Account	Vac Land	Ownership	EASLEY	Documents			
Account No	R0087193	Type	Comm		NURSERY	Date	Price	Doc	Vacant or Improved
Property	121 BRACKEN LN	Class	n/a		INC				
Address	EASLEY	Acreage	24.09		121	10/15/2007	\$0	590 / 20B	Vacant
District	G10-Georges Creek/Crosswell	LEA	0022 5		BRACKEN	10/15/2007	\$0	590 / 20A	Vacant
Brief	E/SIDE HWY 153 PLAT 517/19.20	Code			LN				
Tax Description	PLAT 408/3A PLAT 590/20A, PLAT 590/20B	Value	\$96,758		EASLEY,				
	(Note: Not to be used on legal documents)				SC 29642-8960				