

PURCHASE AND SALE AGREEMENT

(Manning Gardens)

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered into as of April 17, 2026 (“Effective Date”), by and between OAHS MANNING GARDENS LLC, a Delaware limited liability company (“Seller”), and OAHS MANNING TC LLC, a Delaware limited liability company (“Purchaser”). Purchaser and Seller are sometimes collectively referred to herein as the “Parties” and individually referred to herein as a “Party”.

R E C I T A L S:

WHEREAS, Seller is the owner of that certain Project (as defined herein), which Seller desires to sell and convey to Purchaser, and Purchaser wishes to purchase from Seller; and

WHEREAS, the Project is the subject of a Project-Based Section 8 Housing Assistance Payments Contract (the “HAP Contract”), pursuant to which a portion of residential tenant rents are paid on behalf of the Project tenants by the U.S. Department of Housing and Urban Development (“HUD”) to the Project owner.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Definitions.

“Affiliate” “Affiliates” or “Affiliated” means, as to any person or entity: (a) any other person or entity that, directly or indirectly, is in control of, is controlled by or is under common control with such person or entity; or (b) is a director, officer, shareholder, partner, member or associate of such person or entity, or of an Affiliate of such person or entity.

“Governmental Authority” means any foreign, domestic, federal, territorial, state or local governmental authority, or any instrumentality, court, legislative body, commission, tribunal or organization of any such governmental authority, or any regulatory, administrative or other agency of any such governmental authority, or any political or other subdivision, department or branch of any of the foregoing.

“Law” means any law, statute, code, ordinance, rule, regulation, decision, injunction, ruling, verdict, judgment, order, award, decree or other requirement enacted, adopted, issued or promulgated by any Governmental Authority.

“Person” means any individual, sole proprietorship, partnership, corporation, limited liability company, unincorporated society or association, Governmental Authority, estate, trust or other entity or organization.

“Tax” means any (a) federal, state, local, foreign or other income, gross receipts, license, payroll, employment, excise, severance, stamp, escheat, unclaimed property, occupation, premium, windfall profits, environmental (including taxes under Code § 59A), customs duties,

capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, general service, alternative or add-on minimum, estimated or other tax of any kind whatsoever, however denominated or computed, and will include any interest, penalty, or addition thereto, whether disputed or not; (b) liability or obligation of the Seller or any owner for the payment of any amounts of the type described in clause (a) arising as a result of being (or ceasing to be) a member of any Affiliated group (or being included (or required to be included) in any Tax Return relating thereto); and (c) liability or obligation of the Seller or any owner for the payment of any amounts of the type described in clause (a) as a result of any express or implied obligation to indemnify or otherwise assume or succeed to the liabilities or obligations of any other Person.

“Tax Returns” means all returns, declarations, reports, claims for refunds, information returns and other statements or documents relating to Taxes, including any schedules or attachments thereto and any amendments thereof.

“Transaction Documents” means this Agreement and all documents, agreements and certificates to be executed or entered into by the Parties, in connection with the transactions contemplated by this Agreement.

2. Purchase and Sale of the Project. Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, upon the terms and conditions set forth in the Agreement, all right, title and interest of Seller in and to the following:

a) Real Property. The real property known by the street address 214 Alfred Henry Drive, Manning, South Carolina, as more particularly described in **Exhibit A** attached hereto (the “Land”), together with all rights, easements and interests appurtenant thereto including, but not limited to, Seller’s interest in any streets or other public ways adjacent to said Land and any water or mineral rights owned by or leased to Seller (“Additional Interests”), and including all improvements located on the Land, including, but not limited to, the multifamily apartment complex commonly known as Manning Gardens, which is comprised of a certain residential apartment building (the “Building”), and all other structures, parking areas, systems and utilities associated with, and utilized by, Seller in the ownership and operation of the Building (the “Improvements”, and together with the Land, Additional Interests and the Building, collectively referred to as, the “Real Property”);

b) Personal Property. All furniture, furnishings, fixtures, equipment, tools, supplies and other tangible personal property presently affixed to and/or located at the Real Property, and which is used in connection with the management, operation or repair of the Real Property, or replacements of those items as permitted under this Agreement (collectively, “Personal Property”); and

c) Intangible Property. The following intangibles (collectively, “Intangible Property”): (i) any and all residential leases, and all commitments, contracts, options or other agreements with respect to the maintenance, repair or operation of the Real Property and Personal Property (collectively, “Contracts”) in effect on the Closing Date (as hereinafter defined); (ii) any and all refundable tenant security deposits (and required interest thereon) with respect to the Leases and Contracts as of the Closing Date which are held or controlled by Seller in connection with the

Real Property, (iii) any and all licenses, permits, authorizations, certificates of occupancy and other approvals that are in effect as of the Closing Date and necessary for the current use and operation of the Project; (iv) any and all warranties, telephone exchange numbers, architectural or engineering plans and specifications, and development rights that exist as of the Closing Date and relate to the Real Property or the Personal Property; (v) any and all rights to the name of the Improvements and the Building upon the Real Property and (vi) any power purchase agreements, renewable energy certificates, including solar or other similar credit.

The term “Project” as used herein means the aggregate of the Real Property, the Personal Property and the Intangible Property.

3. Purchase Price. The total purchase price to be paid to Seller by Purchaser in consideration of the Project shall be THREE MILLION SIXTY THOUSAND AND 00/100 DOLLARS (\$3,060,000.00) (the “Purchase Price”). Provided that all conditions precedent to Purchaser’s obligations to close as set forth in this Agreement have been satisfied and fulfilled, or waived in writing by Purchaser, the Purchase Price shall be paid to Seller at Closing (as hereinafter defined) in the form required by Seller (plus or minus prorations and other adjustments required under this Agreement).

4. Interim Action. The following shall apply with respect to the period from the Effective Date until the Closing Date:

a) Leases. Seller shall not, without the prior consent of Purchaser in each instance (such consent not to be unreasonably withheld or delayed), (i) amend or, except for material breach, including non-payment of rent or other sums due, terminate any lease, tenancy, license or other right of occupancy or use for any portion of the Project or any assignment or sublet thereunder (collectively, “Leases”) outside the ordinary course of Seller’s operation of the Project; (ii) consent to the assignment of any Leases or subleasing of any of the premises, except for assignments of residential Leases or subleasing for residential purposes in the ordinary course of Seller’s operation of the Project; or (iii) enter into any new Leases of the Project or any portion thereof, except for new residential Leases of a term not to exceed one (1) year or extensions of existing residential Leases for a term not to exceed one year (1) entered into in the ordinary course of Seller’s operation of the Project.

b) Contracts. Seller shall not, without the prior written consent of Purchaser enter into, amend or extend any Contracts, unless such Contracts have terms that expire prior to Closing or are terminable without penalty at Closing. The Purchaser shall have the right to terminate any and all Contracts, as of the Closing Date, to the extent Purchaser has elected not to assume or continue any of such Contracts after the Closing Date. The Contracts subject to this termination right include, without limitation, any management contracts or agreements, laundry service contracts or leases, service contracts, supply contracts, construction contracts and employment and labor agreements, brokerage agreements, and insurance policies currently applicable to the Project or entered into in connection with the Project after the Effective Date, unless Purchaser has waived in writing this termination right as to any specific Contract.

5. Conditions Precedent to Closing. The Closing and the obligations of Purchaser and Seller under this Agreement are subject to the satisfaction of all the conditions set forth in this

Section 5. If this schedule of conditions precedent is not met Seller or Purchaser may terminate this Agreement by giving written notice of such termination to the other, and thereafter, this Agreement shall terminate and the Parties shall be relieved of all further obligations to each other.

a) HUD Approval. The Parties acknowledge the Project is the subject of: (i) the HAP Contract, pursuant to which a portion of the residential tenant rents are paid on behalf thereof by HUD to Seller, and (ii) that certain Section 8 Use Agreement dated January 23, 2020, as assigned to Seller pursuant to that certain Assignment and Assumption of Section 8 Use Agreement dated as of March 15, 2023 (collectively, the “Use Agreement”). Purchaser and Seller shall have received any necessary approval from HUD for assignment by Seller and assumption by Purchaser of the HAP Contract and Use Agreement (collectively, “HUD Approval”).

b) Tax Exemption. Seller’s managing member, FFAH V Manning Gardens, LLC, a South Carolina limited liability company, is wholly owned by Foundation for Affordable Housing V, Inc., a California nonprofit public benefit corporation that is exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (collectively “FFAH”). Purchaser acknowledges that the Project benefits from an exemption from the ad valorem property taxes (the “Tax Exemption”) under Section 12-37-220(B)(11)(e) of the Code of Laws of South Carolina 1976 as amended (the “Exemption Statute”) because (i) FFAH is an “Eligible Nonprofit” under Revenue Procedure 96-32 and (ii) the Project’s use is devoted to the provision of affordable housing for low or very low income residents (“Eligible Property”). It is the intention of Purchaser to continue to operate the Project as an Eligible Property so that the Project shall continue to receive the Tax Exemption. The Parties acknowledge that in order to do so, Purchaser must partner with FFAH (either directly or through the existing managing member entity) so that FFAH is admitted as the managing member of the Purchaser. Accordingly, Purchaser shall make commercially reasonable efforts to obtain FFAH’s consent to continue in its current capacity (“FFAH Consent”). Seller acknowledges and agrees that it shall reasonably cooperate with Purchaser in connection with obtaining FFAH Consent and receipt of same shall be a condition precedent to Purchaser’s obligation to purchase the Project. Notwithstanding the forgoing, if FFAH is not willing to continue in such capacity, Purchaser shall have the right, but not the obligation, to engage another Eligible Nonprofit in order for the Project to qualify for an exemption under the Exemption Statute.

c) Regulatory Approval. Seller shall provide notice to the South Carolina State Housing Finance and Development Authority (“HFDA”) of the proposed sale of the Project and the proposed assignment and assumption of the Agreement as to Restrictive Covenants (the “HFDA Regulatory Agreement”) by Purchaser at Closing. Seller shall use commercially reasonable efforts to obtain HFDA’s approval of Purchaser’s acquisition of the Project and to cause HFDA to enter into the HFDA Regulatory Assignment at Closing pursuant to which Seller shall be released of all obligations under the HFDA Regulatory Agreement arising from and after the Closing (together, the “HFDA Approval”). Purchaser shall cooperate with Seller in connection with obtaining the HFDA Approval, which includes, without limitation executing such applications, and providing such information and documents, that are reasonably necessary to obtain the HFDA Approval. Obtaining HFDA Approval shall be a condition precedent to Seller’s obligation to sell and Purchaser’s obligation to purchase the Project.

d) Tax Credits and Approvals. Purchaser shall have been awarded by the HFDA an allocation of federal low income housing tax credits in an amount sufficient, in

Purchaser's sole discretion, when combined with other funds available to Purchaser, to allow for the planned rehabilitation of the Project ("Tax Credits").

e) Conditions to Obligations of Seller. The obligations of Seller to close the transactions contemplated by this Agreement shall be subject to the satisfaction of the following conditions at or prior to the Closing (all or any of which may be waived by Seller in writing):

i) All representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date as though made on such date except that (i) representations and warranties made as of a specified date need be true, correct and complete only on and as of the specified date, and (ii) representations and warranties qualified by concepts of materiality shall be true, correct and complete in all material respects on and as of the Closing Date as though made on such date (or, as applicable, on and as of the specified date).

ii) Purchaser shall have performed and complied in all material respects with all covenants and agreements contained in this Agreement required to be performed and complied with by Purchaser at or prior to the Closing Date.

iii) Seller shall have received from Purchaser the Purchase Price and counterpart signatures to the deliveries referred to in Section 8, as applicable.

f) Conditions to Obligations of Purchaser. The obligations of Purchaser to close the transactions contemplated by this Agreement shall be subject to the satisfaction of the following conditions at or prior to the Closing (all or any of which may be waived by Purchaser in writing):

i) All representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date as though made on such date except that (i) representations and warranties made as of a specified date need be true, correct and complete only on and as of the specified date, and (ii) representations and warranties qualified by concepts of materiality shall be true, correct and complete in all material respects on and as of the Closing Date as though made on such date (or, as applicable, on and as of the specified date).

ii) Seller shall have performed and complied in all material respects with all covenants and agreements contained in this Agreement required to be performed and complied with by Seller at or prior to the Closing Date.

iii) There shall have been no material adverse change with respect to the Project, including without limitation, any material adverse change concerning the Seller's compliance with the HAP Contract, the Use Agreement, the HFDA Regulatory Agreement or the ability for the Purchaser to obtain Tax Credits or the Tax Exemption.

iv) Purchaser shall have received from Seller the deliveries referred to in Section 8.

6. **Closing Date.** The closing of the transaction contemplated hereby (the “Closing”) shall take place, at a location mutually agreeable to the Parties, not later than April 30, 2027 (the “Scheduled Closing Date”; and the day on which Closing actually occurs shall be the “Closing Date”).

7. **Risk of Loss.** The risk of loss of all or any portion of the Project shall be borne by Seller up to and including the actual time of the Closing and thereafter by Purchaser.

8. **Deliveries at Closing.** At Closing, or, if noted otherwise, at the appropriate time period prior to the Scheduled Closing Date as described below, the Parties hereto shall deliver, or cause to be delivered, the following:

a) Deed. Seller shall provide a South Carolina Limited (Special) Warranty Deed for the Project (the “Deed”) in recordable form, sufficient to vest title to the Land and Improvements, in the form attached hereto as **Exhibit B**.

b) Bill of Sale. The Seller shall provide a Bill of Sale and Assignment conveying and assigning to Purchaser title to all of the Personal Property to be transferred to Purchaser in conjunction with the sale of the Project and constituting assignments of all Intangible Property which Seller has the power to assign and Purchaser has agreed to assume, in the form attached hereto as **Exhibit C**. The Bill of Sale and Assignment shall include, without limitation, an assignment of Seller’s rights and interests as landlord or lessor under the Leases.

c) Contracts. Seller shall provide to Purchaser: (i) copies of all Contracts; and (ii) an assignment and assumption of such Contracts to and by Purchaser by way of an Assignment and Assumption of Contracts agreement, in the form attached hereto as **Exhibit D**, which Purchaser has elected to assume.

d) Closing Statement. A Closing Statement signed by Purchaser and Seller.

e) Leases. Seller shall deliver to Purchaser: (i) the Leases described in Section 4(a) (which Leases shall be available to Purchaser at the Project); (ii) a “Rent Roll” in the form normally utilized by the Seller and its management agent, dated within one week prior to the Closing Date, certified by the Seller to be true, correct and complete; (iii) an assignment of such Leases by way of an Assignment and Assumption of Leases in the form attached hereto as **Exhibit E**; and (v) all leasing files. To the extent not credited to Purchaser on the Closing Statement, the Seller shall deliver to Purchaser an assignment of all security deposits including interest accrued as of the Closing Date, in which the residents of the Project have continuing interests and shall transfer all funds constituting such security deposits to the Purchaser.

f) An affidavit pursuant to the Foreign Investment and Real Property Tax Act in the form attached hereto as **Exhibit F**, certifying that Seller is not a “foreign person” as defined in Section 1445(f)(3) of the Internal Revenue Code, as amended.

g) Notice to Tenants. Seller and Purchaser shall agree upon the form of written notice to be sent to residents of the Project, notifying them of the sale of the Project, and the name

and address of the Purchaser as the new owner of the Project, which notice shall be distributed by Purchaser on the day following the Closing.

h) Seller's Affidavit. Seller shall deliver to the Purchaser an affidavit (i) inducing the title company (the "Title Company") to eliminate the standard exception to the preliminary title report for the Project and any exceptions for mechanic's liens, and (ii) reciting the Seller's authority to sell the Project to the Purchaser.

i) HAP Assignment. Seller and Purchaser shall deliver a fully executed Assignment, Assumption and Amendment of the HAP Contract ("HAP Assignment"), approved by HUD.

j) HUD Regulatory Assignment. Seller and Purchaser shall each deliver fully a fully executed copy of an Assignment and Assumption of the Use Agreement (the "HUD Regulatory Assignment").

k) Seller Loan Documents. If applicable, Purchaser shall deliver to Seller fully executed originals of the Seller Loan Documents.

l) Agency Approvals. To the extent required, Seller and Purchaser shall deliver a fully executed Assignment and Assumption of the HFDA Regulatory Agreement ("HFDA Regulatory Assignment"), approved and signed by HFDA.

m) Other Documents. The Parties shall deliver to each other such other documents as may be reasonably required to effectuate the conveyance of the Project contemplated hereunder.

9. Costs, Taxes and Adjustments.

a) Adjustments. The Purchase Price shall be adjusted as follows based upon the premise that the Purchaser owns the Project as of 12:01 a.m. on the Closing Date:

i) All real estate and personal property taxes and assessments (general and special) which are due and payable shall be adjusted as of the Closing Date.

ii) All security deposits held by Seller with respect to the residents of the Project, including interest thereon, will be transferred to Purchaser.

iii) All water, sewer and utility charges shall be prorated as of the Closing Date. Seller shall receive credit for any utility deposits not being released to Seller by the utility companies holding such deposits.

iv) All rents and other amounts paid by a resident or paid by a third Party on account of a resident's occupancy of a dwelling unit in the Project, applicable to periods on or subsequent to the Closing Date, shall be credited to Purchaser. Seller shall not receive a credit for any rents due, but unpaid as of the Closing Date, and Purchaser and Seller agree that any delinquent rents collected by Purchaser after the Closing Date shall be first applied to current rents

and thereafter paid to Seller to the extent of any delinquent balance as of the Closing Date less any costs incurred in collection.

v) All amounts previously paid by the Seller to Parties under any of the Contracts assumed by Purchaser applicable to periods following the Closing Date, shall be paid by the Purchaser to the Seller; and any amounts incurred or due under Contracts and applicable to periods prior to the Closing Date shall be credited to Purchaser.

vi) If Purchaser elects to take an assignment of all or any portion of Seller's insurance, subject to Seller's consent, Seller shall receive a credit for any insurance premiums paid prior to the Closing Date for such insurance coverage beyond the Closing Date.

vii) Any prorations not made at the Closing because of the unavailability of information required from third Parties in order for the prorations to be made shall be estimated by the Parties, with adjustments being made between the Parties as soon as the necessary information becomes available. The obligations of the Parties under this paragraph shall survive Closing and shall not merge into any instrument of conveyance delivered at the Closing.

viii) At Closing, Seller shall receive any funds then on deposit in any reserve accounts held on account of the Seller in connection with Project.

b) Closing Costs.

i) Purchaser shall pay the Transfer Taxes (as defined below) in accordance with the terms of Section 13(a).

ii) Purchaser shall be responsible for customary escrow and Closing fees, all expenses of examinations of title, title insurance premiums, costs of all surveys, all recordation taxes and fees associated with the recordation of any documents required to be recorded by Purchaser's lenders, if any, all costs of lender's or owner's title insurance, and its own counsel fees with respect to the Project.

iii) Seller shall pay the fees and disbursements of its own counsel and other advisors in connection with the preparation of this Agreement and the Closing.

10. Representations and Warranties.

a) Seller's Representations and Warranties. Seller represents and warrants to Purchaser that the following representations and warranties are true, accurate and complete as of the Effective Date and shall remain true as of the Closing Date:

i) Organization, Qualification and Power. Seller is (a) a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and (b) duly qualified or registered to conduct business and in good standing under the Laws of the State of South Carolina (the "State").

ii) Litigation. There are no actions, suits, Claims or other proceedings (collectively, "Litigation") pending or, to Seller's knowledge, threatened against or relating to the

Project, this Agreement, or the contemplated transaction. The word “Claims,” when used in this Agreement, shall mean any and all claims, demands, causes of action, judgments, losses, damages, liabilities, costs and expenses, including attorneys’ fees whether suit is instituted or not, whether the same are known or unknown, liquidated or contingent.

iii) Regulatory Compliance. To Seller’s actual knowledge, the Project is in compliance with the HAP Contract, the Use Agreement, the HFDA Regulatory Agreement, and the Exemption Statute and there are no material compliance issues outstanding with respect to any of the foregoing, and to Seller’s actual knowledge, no event has occurred or condition exists that with the giving of notice or passage of time would constitute a default under same.

iv) Authorization. Each of the Persons executing this Agreement on behalf of Seller is duly authorized to do so and Seller has all requisite legal capacity, power and authority to make, execute, deliver and perform this Agreement and the other Transaction Documents to which it is a Party, and to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. Seller has all requisite corporate power and authority (i) to own (or lease, if applicable) the assets owned (or leased, if applicable) by it, and (ii) to carry on the business at the Project as presently conducted by it. Seller has duly and validly authorized the execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a Party by all necessary individual action. This Agreement constitutes, and when executed and delivered with the other Transaction Documents will constitute, the valid and legally binding obligation of Seller which is a Party thereto, enforceable in accordance with their respective terms. There exists no facts or circumstances, to Seller’s actual knowledge, that would result in enforceability being limited by applicable bankruptcy, insolvency and similar Laws affecting creditors’ rights generally and general principles of equity (whether considered in equity or at law).

v) Non-Contravention.

1. Neither the execution or delivery of this Agreement or any of the other Transaction Documents by Seller, nor the consummation by Seller of the transactions contemplated hereby or thereby, nor compliance with or fulfillment of the terms, conditions and provisions hereof or thereof by Seller, will (i) conflict with or violate any Law applicable to, or any provision of the articles, charter, operating agreement or other organizational or governance documents of, Seller, (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any Party the right to accelerate, terminate, modify or cancel, or require any notice or consent under any Contract to which Seller is a Party or by which it is bound, or to which any of its assets is subject, (iii) result in a breach or default under, or the cancellation, forfeiture, revocation, suspension or adverse modification of, any permit owned or held by Seller, or (iv) require the consent, authorization or approval of, or notice to, or filing or registration with, any Person.

2. No declaration, filing, consent, waiver, approval or clearance with or from, or notice to, any Governmental Authority is necessary for Seller to consummate the transactions contemplated hereby.

vi) No Brokers. No agent, broker, investment banker, financial advisor or other Person is or will be entitled to any broker's or finder's fee or any other commission or similar fee from Seller in connection with the transactions contemplated by this Agreement.

b) Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller that the following are true, accurate and complete as of the Effective Date and shall remain true as of the Closing Date:

i) Organization. Purchaser is (a) a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and (b) duly qualified or registered to conduct business and in good standing under the Laws of the State.

ii) Litigation. There is no Litigation pending or, to the best of Purchaser's knowledge, contemplated or threatened against Purchaser that could affect Purchaser's ability to perform its obligations when and as required under the terms of this Agreement.

iii) Authorization. Purchaser has all requisite corporate power and authority (a) to make, execute, deliver and perform this Agreement and the other Transaction Documents to which it is a Party, and (b) to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and the other Transaction Documents, to which Purchaser is a Party, have been duly and validly authorized by all necessary corporate action on the part of Purchaser. This Agreement constitutes, and when executed and delivered with the other Transaction Documents will constitute, the valid and legally binding obligation of Purchaser, enforceable in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency and similar Laws affecting creditors' rights generally and general principles of equity (whether considered in equity or at law).

iv) Non-Contravention. Neither the execution or delivery of this Agreement or any of the other Transaction Documents by Purchaser, nor the consummation by Purchaser of the transactions contemplated hereby or thereby, will (i) conflict with or violate any Law or any provision of the articles of incorporation of Purchaser, or (ii) require the consent, authorization or approval of, or notice to, or filing or registration with, any Person.

v) No Brokers. No agent, broker, investment banker, financial advisor or other Person is or will be entitled to any brokers' or finder's fee or any other commission or similar fee from Purchaser or any subsidiary of Purchaser in connection with the transactions contemplated by this Agreement.

11. Covenants. Following the Closing, each Party shall, from time to time, at the request of any other Party and without further cost or expense to the requesting Party, do and perform, or cause to be done and performed, all further acts and things and shall execute and deliver all further agreements, certificates, instruments and documents as any other Party may

reasonably request in order to carry out the intent and accomplish the purposes of this Agreement or any of the Transaction Documents and the consummation of the transactions contemplated hereby and thereby, including, in the case of Seller, the execution and delivery of such instruments of conveyance and transfer as are necessary to, and the taking of such other actions as Purchaser may reasonably request in order to, more effectively evidence the sale, transfer, assignment and delivery of the Project to Purchaser or any other transactions contemplated hereby.

12. Termination. This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing, as follows:

- a) by mutual written consent of Purchaser and Seller;
- b) immediately upon written notice by either Purchaser or Seller, if the Closing shall not have occurred on or before the Closing Date; provided, however, that the right to terminate under this Section 12 shall not be available to any Party whose failure to perform or comply with any covenant or agreement under this Agreement has been the cause of, or resulted in, the failure of the transaction to be consummated on or before such date;
- c) by Purchaser, by written notice to Seller:
 - i) thirty (30) days after receipt by Seller of a written notice from Purchaser of the occurrence of a curable material breach of any representation, warranty, covenant or agreement on the part of Seller set forth in this Agreement that has not been cured in its entirety within such time period, provided, however, that Purchaser shall not have the right to terminate this Agreement pursuant to this Section 12(c)(i) if Purchaser is then in material breach of any of its representations, warranties, covenants or agreement contained in this Agreement; or
- d) by Seller, by written notice to Purchaser:
 - i) thirty (30) days after receipt by Purchaser of written notice from Seller of the occurrence of a curable material breach of any representation, warranty, covenant or agreement on the part of Purchaser set forth in this Agreement that has not been cured in its entirety within such time period; provided, however, that Seller shall not have the right to terminate this Agreement pursuant to this Section 12(d)(i) if Seller is then in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement.

13. Tax Matters.

a) Transfer Taxes. Any transfer, documentary, sales, use, stamp, registration and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement or the transactions contemplated hereby, including, without limitation, the recording of the deed and the transfer of the Project (the “Transfer Taxes”), shall be paid by Purchaser. The Party required by applicable Law shall timely file all necessary Tax Returns and other documentation with respect to such Transfer Taxes, and, if required by applicable Law, such other Party shall join in the execution of such filings. The expense of such filings shall be paid by Purchaser.

b) Characterization of Post-Closing Payments. All payments made post-Closing pursuant to this Agreement shall be deemed, for Tax purposes, to be an adjustment to the Purchase Price, to the extent permitted by law.

14. Headings. The headings contained in this Agreement are included for purposes of convenience only and will not affect the meaning or interpretation of this Agreement.

15. Context. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement must be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or Law will be deemed also to refer to all rules and regulations promulgated under such Law, unless the context requires otherwise. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation,” whether or not they are in fact followed by those words or words of like import. Terms defined in the singular shall include the plural and vice versa. The words “hereof,” “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. In construing this Agreement, it is understood that if the context so requires, the singular shall be taken to mean and include the plural, the masculine shall include the feminine and the neuter and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to one or more individuals, partners (general and limited) and/or corporations. All references to “days” shall be construed to be references to calendar days.

16. Entire Agreement. This Agreement represents the entire Agreement between Seller and Purchaser with respect to the subject matter hereof and supersedes all prior discussions, understanding, agreements and negotiations between the Parties hereto. This Agreement shall not be amended, modified or supplemented except by agreement in writing executed by the duly authorized Persons for the Parties.

17. Assignments of this Agreement. No Party to this Agreement shall have the right to assign its interest in the rights and obligations of this Agreement without the prior written consent of the other Parties hereto.

18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute but one instrument.

19. Severability. The invalidity of any provision, section, subsection, paragraph, sentence, word, punctuation, or abbreviation of this Agreement in any given circumstance shall not affect the validity of any other provision of this Agreement or of the particular provision in any other circumstance; provided however, that in the event the provision declared to be invalid shall cause this Agreement to fail in substantially providing the economic benefits expected by the Parties, then in such event the Parties shall in good faith attempt to meet the original expectations and failing such attempt, this Agreement shall be null and void.

20. Applicable Law. This Agreement shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the laws of the State, without regard to its choice of law rules.

21. Conveyance “As-Is”. Except as expressly provided in this Agreement: (a) the Project is being sold without representations or warranties of any kind, whether express or implied, in “as-is” condition and with all faults and Purchaser acknowledges that it is being provided a full opportunity to conduct any and all investigations, studies or tests it sees fit to perform; (b) Seller has specifically bargained for Purchaser to assume the risk of all unknown conditions; and (c) Seller has not made and will not make any warranties or representations whatsoever regarding the Project.

22. Releases. Purchaser shall rely solely upon Purchaser’s own knowledge of the Project based on its investigation of the Project. Except as expressly set forth in this Agreement to the contrary, Purchaser releases Seller, its direct or indirect members, partners, shareholders, officers, directors, employees or agents and their respective successors and assigns from and against any and all claims which Purchaser or any Party related to or affiliated with Purchaser has or may have arising from or related to any matter or thing in connection with the Project, and neither Purchaser nor any Purchaser related Party shall look to Seller or its affiliates, successors and assigns in connection with the foregoing for any redress or relief.

[signatures contained on following page]

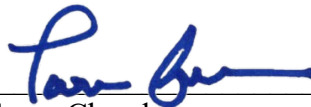
IN WITNESS WHEREOF, Seller and Purchaser have executed this Agreement as of the date first indicated above.

SELLER:

OAHS MANNING GARDENS LLC,
a Delaware limited liability company

By: FFAH V Manning Gardens, LLC,
a South Carolina limited liability company,
its managing member

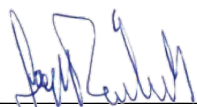
By: Foundation for Affordable Housing V, Inc.,
a California nonprofit public benefit
corporation,
its sole member

By: 

Tarun Chandran
Vice President

PURCHASER:

OAHS MANNING TC LLC,
a Delaware limited liability company

By: 

Jay Reinhard
Authorized Signatory

EXHIBIT A

Description of the Land

The Land is described as follows:

All that certain piece, parcel or tract of land lying, being and situate in the Town of Manning, School District Two, County of Clarendon, State of South Carolina, containing 6.735 acres according to an "ALTA/ACSM Land Title Survey prepared for Manning Properties, a limited partnership, 214 Alfred Henry Drive, Clarendon County, Manning, South Carolina (Manning Gardens Apartments)", dated 3/22/05, by Site Design, Inc. with the following metes and bounds to wit:

Beginning at an old 1.5" open top iron pin located on the Eastern right of way line of Alfred Henry Drive (South 14-334) at the joint corner of Manning Properties Property, now or formerly, said iron pin being in 2 degrees 51 minutes 36 seconds West 77.09 feet from the centerline intersection of Sykes Drive and said Alfred Henry Drive; thence running along said Eastern right of way of Alfred Henry Drive North 21 degrees 26 minutes 08 seconds West 150.60 feet to a point; thence turning and running North 19 degrees 22 minutes 55 seconds West 256.95 feet to an old 3/4" crimp top iron pin at the joint corner of Saundra A. Wallace Property, now or formerly; thence turning and leaving said right of way and running along the line of said Wallace Property North 77 degrees 39 minutes 32 seconds East 98.36 feet to an old angle iron at the joint corner of Evelyn Keith Property, now or formerly; thence turning and running along the line of said Keith Property 77 degrees 7 minutes 39 seconds East 99.98 feet to an old 1" open top iron pin at the joint corner of Dianne Curtain & Marilyn C. Phillips Property, now or formerly; thence turning and running along the line of said Curtain & Phillips Property North 77 degrees 31 minutes 07 seconds East 99.81 feet to an old 1" open top iron pin at the joint corner of Mary Alice G. White Property, now or formerly; thence turning and running along the line of said White Property North 77 degrees 24 minutes 06 seconds East 100.14 feet to an old 1" open top iron pin; thence turning and running North 18 degrees 41 minutes 44 seconds West 49.82 feet to an old 1' open top iron pin at the joint corner of Viola P. Dingle Property, now or formerly; thence turning and running along the line of said Dingle Property North 77 degrees 32 minutes 49 seconds East 100.36 feet to an old 1/2" solid rod at the joint corner of Mary Alice G. White Property, now or formerly; thence turning and running along the line of said White Property North 77 degrees 16 minutes 39 seconds East 69.37 feet to an old 1/2" open top iron pin with cap at the joint corner of Maeola C. Martin Property, now or formerly; thence turning and running along the line of said Martin Property South 17 degrees 59 minutes 34 seconds East 50.42 feet to an old 5/8" rebar iron pin; thence turning and running North 78 degrees 45 minutes 35 seconds East 225.37 feet to an old 1.5" crimp top iron pin at the joint corner of Clyde Gibson property, now or formerly; thence turning and running along said Gibson Property North 78 degrees 39 minutes 40 seconds East 335.26 feet to an old 1.5" open top iron pin at the joint corner of Marshall A. McCoy, Sr. Property, now or formerly; thence turning and running along the line of said McCoy Property South 58 degrees 58 minutes 28 seconds East 108.03 feet to an old 3/4" open top iron pin on the line of Ronnie & Annette W. Cousar Property, now or formerly; thence turning and running along the line said Cousar Property South 63 degrees 00 minutes 9 seconds West 64.73 feet to an old 3/4" open top iron pin at the joint corner of Sylvia Conyers Property, now or formerly; thence turning and running along the line of said Conyers

Purchase and Sale Agreement

Exhibit B - Deed

Property South 62 degrees 3 minutes 27 seconds West 80.34 feet to an old top iron pin at the joint corner of Anthony & Beulah Bowman Property, now or formerly; thence turning and running along the line of said Bowman Property South 62 degrees 06 minutes 07 seconds West 80.00 feet to a 5/8" rebar iron pin set at the joint corner of Nancy V. Pearson Property, now or Formerly; thence turning and running along the line of said Pearson Property and also along the line of Antoninette B. McDuffle Property, now or formerly South 62 degrees 12 minutes 21 seconds West 159.93 feet to an old 3/4" open top iron pin (bent) at the joint corner of Janie William Property, now or formerly; thence turning and running along the line of said William Property and also along the line of said William Property and also along the line of James Bethea Property, now or formerly South 62 degrees 13 minutes 26 seconds West 160.05 feet to a 5/8" rebar iron pin set at the joint corner of Diane O. Georgia Property, now or formerly, crossing over an old 3/4" open top iron pin at 80.05 feet; thence turning and running along the line of said Georgia Property, and also along the lines of Latonia Brock Property, now or formerly, and Howard & Vermell Green Property, now or formerly South 62 degrees 6 minutes 58 seconds West 239.94 feet to an old 3/4" open top iron pin at the joint corner of Clifton & Shirley M. Mack Property, now or formerly, thence turning and running along the line of said Mack Property South 62 degrees 11 minutes 50 seconds West 80.44 feet to an old 1/2" open top iron pin at the joint corner of Sandra E. Bellow Property, now or formerly; thence turning and running along the line of said Bellow Property and also along the Northern edge of the right of way for and for an unimproved road known as Paul Smith Drive South 62 degrees 15 minutes 34 seconds West 175.78 feet to an old 3/4" open top iron pin on the Western edge of said right of way and the joint corner of Manning Properties Property, now or formerly; thence turning and running along the line of said Manning Properties Property South 61 degrees 4 minutes 12 seconds West 153.53 feet to the point of beginning.

EXHIBIT B

Deed

**Recording Requested By and
When Recorded Mail to:**

OAHS Manning TC LLC
c/o Orbach Affordable Housing Solutions
LLC
980 Sylvan Avenue
Englewood Cliffs, New Jersey 07632
Attn: Jay Reinhard
Email: jay@OAHSAffordable.com

Recording Time, Book _____ & Page

SOUTH CAROLINA LIMITED (SPECIAL) WARRANTY DEED**COUNTY: Clarendon****TAX MAP NUMBER(S): 169-11-09-002-00****DATE: [April 30], 2027**

Grantor	Grantee
OAHS Manning Gardens LLC, a Delaware limited liability company c/o Orbach Affordable Housing Solutions LLC 980 Sylvan Avenue Englewood Cliffs, New Jersey 07632 Attn: Jay Reinhard Email: jay@OAHSAffordable.com	OAHS Manning TC LLC, a Delaware limited liability company c/o Orbach Affordable Housing Solutions LLC 980 Sylvan Avenue Englewood Cliffs, New Jersey 07632 Attn: Jay Reinhard Email: jay@OAHSAffordable.com

The designation Grantor and Grantee as used herein shall include the named parties and their heirs, successors and assigns and shall include singular, plural, masculine, feminine or neuter as required by context.

KNOW ALL MEN BY THESE PRESENTS, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, ***SUBJECT TO*** the matters set forth below, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto Grantee on this [30th] day of [April] 2027, the real estate (the "Property") described as follows:

SEE **EXHIBIT A** attached hereto and incorporated herein by reference.

Derivation: This being the same property conveyed by Manning Gardens MF I, LLC to Grantor by that certain South Carolina Limited (Special) Warranty Deed dated March 15, 2023 and recorded March 24, 2023 in the Clarendon Clerk's Office, SC, as Instrument Number 2023000200325.

This conveyance is made ***SUBJECT TO*** those matters set forth in **EXHIBIT B**.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the Property belonging or in any way incident or appertaining, including, but not limited to, all improvements of any nature located on the Property and all easements and rights-of-way appurtenant to the Property.

TO HAVE AND TO HOLD all and singular the Property unto Grantee and Grantee's successors and assigns forever.

And, ***SUBJECT TO*** the matters set forth above, and in lieu of all other warranties, express or implied, Grantor does hereby bind Grantor and Grantor's successors and assigns, to warrant and forever defend all and singular the title to the Property against all lawful claims and encumbrances done or suffered by or through Grantor, but against none other whatsoever.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused this Limited (Special) Warranty Deed to be executed under seal on the date set forth above.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

WITNESS:

Witness 1 Signature
Print Name:

GRANTOR:

OAHS MANNING GARDENS LLC,
a Delaware limited liability company

By: _____
Name:
Title:

Witness 2 Signature
Print Name:

STATE OF NEW JERSEY)
) S.S.
COUNTY OF BERGEN)

The undersigned, a Notary Public in and for the County and State aforesaid, certify that [____], the [____], personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument in his capacity as [____] as the free and voluntary act and deed of [____], for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2027.

Notary Public

[SEAL]

Deed - Exhibit A

Legal Description

The Land is described as follows:

All that certain piece, parcel or tract of land lying, being and situate in the Town of Manning, School District Two, County of Clarendon, State of South Carolina, containing 6.735 acres according to an "ALTA/ACSM Land Title Survey prepared for Manning Properties, a limited partnership, 214 Alfred Henry Drive, Clarendon County, Manning, South Carolina (Manning Gardens Apartments)", dated 3/22/05, by Site Design, Inc. with the following metes and bounds to wit:

Beginning at an old 1.5" open top iron pin located on the Eastern right of way line of Alfred Henry Drive (South 14-334) at the joint corner of Manning Properties Property, now or formerly, said iron pin being in 2 degrees 51 minutes 36 seconds West 77.09 feet from the centerline intersection of Sykes Drive and said Alfred Henry Drive; thence running along said Eastern right of way of Alfred Henry Drive North 21 degrees 26 minutes 08 seconds West 150.60 feet to a point; thence turning and running North 19 degrees 22 minutes 55 seconds West 256.95 feet to an old 3/4" crimp top iron pin at the joint corner of Sandra A. Wallace Property, now or formerly; thence turning and leaving said right of way and running along the line of said Wallace Property North 77 degrees 39 minutes 32 seconds East 98.36 feet to an old angle iron at the joint corner of Evelyn Keith Property, now or formerly; thence turning and running along the line of said Keith Property 77 degrees 7 minutes 39 seconds East 99.98 feet to an old 1" open top iron pin at the joint corner of Dianne Curtain & Marilyn C. Phillips Property, now or formerly; thence turning and running along the line of said Curtain & Phillips Property North 77 degrees 31 minutes 07 seconds East 99.81 feet to an old 1" open top iron pin at the joint corner of Mary Alice G. White Property, now or formerly; thence turning and running along the line of said White Property North 77 degrees 24 minutes 06 seconds East 100.14 feet to an old 1" open top iron pin; thence turning and running North 18 degrees 41 minutes 44 seconds West 49.82 feet to an old 1' open top iron pin at the joint corner of Viola P. Dingle Property, now or formerly; thence turning and running along the line of said Dingle Property North 77 degrees 32 minutes 49 seconds East 100.36 feet to an old 1/2" solid rod at the joint corner of Mary Alice G. White Property, now or formerly; thence turning and running along the line of said White Property North 77 degrees 16 minutes 39 seconds East 69.37 feet to an old 1/2" open top iron pin with cap at the joint corner of Maeola C. Martin Property, now or formerly; thence turning and running along the line of said Martin Property South 17 degrees 59 minutes 34 seconds East 50.42 feet to an old 5/8" rebar iron pin; thence turning and running North 78 degrees 45 minutes 35 seconds East 225.37 feet to an old 1.5" crimp top iron pin at the joint corner of Clyde Gibson property, now or formerly; thence turning and running along said Gibson Property North 78 degrees 39 minutes 40 seconds East 335.26 feet to an old 1.5" open top iron pin at the joint corner of Marshall A. McCoy, Sr. Property, now or formerly; thence turning and running along the line of said McCoy Property South 58 degrees 58 minutes 28 seconds East 108.03 feet to an old 3/4" open top iron pin on the line of Ronnie & Annette W. Cousar Property, now or formerly; thence turning and running along the line said Cousar Property South 63 degrees 00 minutes 9 seconds West 64.73 feet to an old 3/4" open top iron pin at the joint corner of Sylvia Conyers Property, now or formerly; thence turning and running along the line of said Conyers Property South 62 degrees 3 minutes 27 seconds West 80.34 feet to an old top iron pin at the joint corner of Anthony & Beulah Bowman Property, now or formerly; thence turning and running along

the line of said Bowman Property South 62 degrees 06 minutes 07 seconds West 80.00 feet to a 5/8" rebar iron pin set at the joint corner of Nancy V. Pearson Property, now or Formerly; thence turning and running along the line of said Pearson Property and also along the line of Antoninette B. McDuffle Property, now or formerly South 62 degrees 12 minutes 21 seconds West 159.93 feet to an old 3/4" open top iron pin (bent) at the joint corner of Janie William Property, now or formerly; thence turning and running along the line of said William Property and also along the line of said William Property and also along the line of James Bethea Property, now or formerly South 62 degrees 13 minutes 26 seconds West 160.05 feet to a 5/8" rebar iron pin set at the joint corner of Diane O. Georgia Property, now or formerly, crossing over an old 3/4" open top iron pin at 80.05 feet; thence turning and running along the line of said Georgia Property, and also along the lines of Latonia Brock Property, now or formerly, and Howard & Vermell Green Property, now or formerly South 62 degrees 6 minutes 58 seconds West 239.94 feet to an old 3/4" open top iron pin at the joint corner of Clifton & Shirley M. Mack Property, now or formerly, thence turning and running along the line of said Mack Property South 62 degrees 11 minutes 50 seconds West 80.44 feet to an old 1/2" open top iron pin at the joint corner of Sandra E. Bellow Property, now or formerly; thence turning and running along the line of said Bellow Property and also along the Northern edge of the right of way for and for an unimproved road known as Paul Smith Drive South 62 degrees 15 minutes 34 seconds West 175.78 feet to an old 3/4" open top iron pin on the Western edge of said right of way and the joint corner of Manning Properties Property, now or formerly; thence turning and running along the line of said Manning Properties Property South 61 degrees 4 minutes 12 seconds West 153.53 feet to the point of beginning.

Deed - Exhibit B

Exceptions

(TO BE PULLED FROM THE MOST RECENT TITLE COMMITMENT)

EXHIBIT C
BILL OF SALE

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, [_____] (“**Seller**”), hereby conveys to [_____] (the “**Purchaser**”), all of Seller’s right, title and interest in and to the Personal Property and the Intangible Property (each as defined in the Purchase Agreement).

This Bill of Sale is executed and delivered in connection with the closing of the transactions contemplated by that certain Purchase and Sale Agreement dated as of _____, 2026 by and between Seller and Purchaser (the “**Purchase Agreement**”).

This Bill of Sale shall be interpreted in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, Seller has caused this instrument to be executed and delivered as of the [____] day of [April], 2027.

[_____]

By:

[_____
_____]

EXHIBIT D

ASSIGNMENT AND ASSUMPTION OF LEASES

This Assignment and Assumption of Leases (this “**Assignment**”) is made as of [April 30], 2027 (the “**Effective Date**”), by [] (“**Assignor**”) and [] (the “**Assignee**”), in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency is hereby acknowledged and pursuant to the terms and conditions of that certain Purchase and Sale Agreement dated as of April [17], 2026 between Assignor, as seller and Assignee, as purchaser (as the same may have been modified or amended, the “**PSA**”) with respect to the sale of certain Property identified therein. Any capitalized term used, but not otherwise defined herein, shall have the meaning set forth in the PSA.

Assignor, hereby assigns, sets over, transfers and conveys to **Assignee**, all of Assignor’s right, title and interest in and to those certain leases, rental agreements, and other agreements for use of the Property by tenants and in effect as of the date of this Assignment (the “**Leases**”) together with any and all unapplied refundable tenant security and other unapplied refundable deposits in Seller’s possession with respect to the Leases (collectively, the “**Deposits**”) The Leases the Deposits are listed on the attached **Exhibit A**.

Assignee accepts the assignment of the Leases and Deposits and agrees to assume and perform all liabilities and obligations of Assignor under the Leases arising on or after the date hereof with respect to the Leases and the Deposits and not as a result of a default by Assignor.

Assignee hereby covenants and agrees to fully and faithfully perform, observe and comply with, all of the covenants, agreements, conditions and other terms and provisions stated in the Leases which, under the terms thereof, are to be performed, observed, and complied with by the landlord and which arise or accrue from and after the date of this Assignment. Assignee hereby agrees to indemnify, protect, defend (with counsel reasonably satisfactory to Assignor) and hold harmless Assignor with respect to the Deposits assigned herein.

Assignor hereby covenants and agrees to fully and faithfully perform, observe and comply with, all of the covenants, agreements, conditions and other terms and provisions stated in the Leases, including but not limited to which, under the terms thereof, arose or accrued prior to the date of this Assignment. Assignor hereby agrees to indemnify, protect, defend (with counsel reasonably satisfactory to Assignee) and hold harmless Assignee from and against any and all claims, losses, damages, liabilities and expenses, including reasonable attorneys’ fees, suffered or incurred by Assignee in connection with any failure by Assignor to perform its obligations under this paragraph.

For purposes of this Assignment, the word “landlord” means the landlord, lessor or other equivalent party under any of the Leases, and the word “tenant” means the tenant, lessee or other equivalent party under any of the Leases.

If any litigation between Assignor and Assignee arises out of the obligations of the Parties under this Assignment or concerning the meaning or interpretation of any provision contained

herein, the losing party shall pay the prevailing party's costs and expenses of such litigation, including, without limitation, reasonable attorneys' fees.

This Assignment shall be interpreted in accordance with the laws of the State of South Carolina

This Assignment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR: [_____] ,
 a _____ limited liability company

By: _
Name:
Title:

ASSIGNEE: [_____] ,
 a _____ limited liability company

By: _
Name:
Title:

EXHIBIT E

ASSIGNMENT AND ASSUMPTION OF CONTRACTS

In consideration of One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, [] (“**Assignor**”), hereby assigns, sells and transfers to [] (“**Assignee**”), as of [April 30], 2027 (the “**Effective Date**”), all of Assignor’s right, title and interest in and to the contracts described on **Exhibit A** (the “**Contracts**”) attached hereto relating to that certain Property, as identified in that certain Purchase and Sale Agreement dated April [], 2026 (as the same may have been modified or amended, the “**PSA**”) and known as Manning Gardens. Terms used but not defined herein shall have the meaning set forth in the PSA.

As of the Effective Date, Assignee accepts the assignment of the Contracts, and agrees to assume and perform all liabilities and obligations of Assignor under such Contracts arising on or after the date hereof and not as a result of a default by Assignor.

Assignee hereby covenants and agrees to fully and faithfully perform, observe and comply with, the covenants, agreements, conditions and other terms and provisions stated in the Contracts which, under the terms of the Contracts, are to be performed, observed, and complied with by the property owner from and after the Effective Date and which arise or accrue from and after the Effective Date. Assignee hereby agrees to indemnify, protect, defend (with counsel reasonably satisfactory to Assignor) and hold harmless Assignor from and against any and all claims, losses, damages, liabilities and expenses, suffered or incurred by Assignor in connection with any failure by Assignee to perform its obligations under the Contracts.

Assignor hereby covenants and agrees to fully and faithfully perform, observe and comply with, all of the covenants, agreements, conditions and other terms and provisions stated in the Contracts which, under the terms of the Contracts, are to be performed, observed, and complied with by the property owner which arose or accrued prior to the Effective Date. Assignor hereby agrees to indemnify, protect, defend (with counsel reasonably satisfactory to Assignee) and hold harmless Assignee from and against any and all claims, losses, damages, liabilities and expenses, including reasonable attorneys’ fees, suffered or incurred by Assignee in connection with any failure by Assignor to perform its obligations under this paragraph.

If any litigation between Assignor and Assignee arises out of the obligations of the Parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party’s costs and expenses of such litigation including, without limitation, reasonable attorneys’ fees.

This Assignment shall be interpreted in accordance with the laws of the State of South Carolina

This Assignment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the Effective Date.

ASSIGNOR: [_____]

By: _____

Name:

Title:

ASSIGNEE: [_____] ,
a _____ limited liability company

By: _

Name:

Title:

EXHIBIT F

AFFIDAVIT PURSUANT TO FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT

The undersigned hereby certifies that the name, address and United States taxpayer identification number of the transferor of the real property described in **Exhibit A** attached hereto and incorporated herein by reference is as follows:

<u>Name and Address</u>	<u>Tax I.D. Number</u>
-------------------------	------------------------

[_____]	[_____]
---------	---------

[_____]	
---------	--

[_____]	
---------	--

In addition, the undersigned hereby certifies that the transferor is not a “disregarded entity” as defined in Treasury Regulations, Section 1.1445-2(b)(2)(iii).

There is no other person or entity who has an ownership interest in the property. The transferor is [_____] organized and existing under the laws of the State of [____], and, as such, is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Treasury Regulations).

The undersigned understands that the purchaser of the property intends to rely on the foregoing representations in connection with the United States Foreign Investment and Real Property Act.

[_____]

By: _____

[_____]

[_____]