

## **PURCHASE AND SALE AGREEMENT**

**THIS PURCHASE AND SALE AGREEMENT** ("Agreement") dated February 4, 2026, between TIMBERLAKE APTS, LP, a South Carolina limited partnership ("Seller"), using the address of Post Office Box 160, Aynor, SC and Schaumber Development, LLC, a South Carolina limited liability company, or its assignee or nominee ("Purchaser"), whose current address is Post Office Box 9160, Greenville, SC 29604.

1. **CONVEYANCE.** Seller agrees to sell and convey to Purchaser (or its assignee or nominee) and Purchaser agrees to purchase from Seller, the real estate located in County of Spartanburg, State of South Carolina, identified as Anderson County Parcel No. 1-44-00-070.03 and further described 5.80 +/- acres located near the intersection of West Clark Road and Blackstock Road near the Town of Inman which is more particularly described in **Exhibit A** attached hereto and made a part hereof, together with (a) all rights, easements and appurtenances belonging or appertaining thereto, (b) all right, title and interest of Seller in and to any and all roads, streets, alleys or public and private rights of way, bounding such property, and (c) all buildings and other improvements thereon, if any (collectively, the "Property"). Purchaser reserves the right to substitute the description appearing on **Exhibit A** with the legal description shown on an accurate boundary survey obtained by Purchaser.

2. **PURCHASE PRICE.** The purchase price is Five Million Dollars (\$5,000,000.00) ("Purchase Price"), which shall be due and payable as set forth in paragraph 9(d), plus or minus prorations, as hereinafter provided. Upon the execution of this Agreement, Purchaser shall pay One Hundred Dollars (\$100.00) as an initial deposit ("Initial Deposit") to Blanco Tackabery & Matamoros, P.A. ("Escrow Agent"). The Initial Deposit shall be credited against the Purchase Price at Closing.

3. **INSPECTION PERIOD.** Seller acknowledges that Purchaser has performed only a visual inspection of the Property and that Purchaser has not had an adequate opportunity to conduct a complete examination and physical inspection of the Property. Accordingly, Purchaser shall not be obligated to purchase the Property unless surveys, title examinations, zoning, soil tests, environmental studies, and any other due diligence items desirable to Purchaser conducted by Purchaser at its sole expense shall show, in Purchaser's sole discretion, the Property to be suitable for Purchaser's proposed use of the Property for no less than 56 units of multifamily residential housing ("Purchaser's Proposed Use"), including, but not limited to, necessary zoning and local government approvals and availability of adequate utilities. All such studies, reports, plans, appraisals, surveys or other materials obtained or undertaken by Purchaser shall remain the sole property of Purchaser. Purchaser shall have from the date of this Agreement until December 31, 2026 (the "Initial Inspection Period"; the Initial Inspection Period, as extended, the "Inspection Period") to inspect the Property and perform such title examinations, tests and studies and obtain such surveys and reports as Purchaser in its sole discretion deems necessary. Seller shall permit Purchaser, its employees, agents, independent contractors, successors and assigns access to the Property for purposes of conducting such inspections. Purchaser shall indemnify, defend and hold harmless Seller against any claims,

damages or liability to Seller resulting from Purchaser's entry upon the Property during the Inspection Period. Purchaser may terminate its obligations to Sellers under the Agreement by giving notice to Seller within the Inspection Period that the Property is unsuitable for Purchaser's Proposed Use at Purchaser's sole discretion. In the event Purchaser terminates this Agreement during the Initial Inspection Period, the Initial Deposit shall be refunded to Purchaser, the Agreement shall terminate and neither party shall have any further liability under this Agreement. In the event Purchaser does not terminate this agreement prior to the end of the Initial Inspection Period, the Initial Deposit shall be nonrefundable except as otherwise set forth in this Agreement and shall be applicable to the Purchase Price at Closing.

4. **CONTINGENCIES.** Seller acknowledges that Purchaser's ability to use the Property for Purchaser's Proposed Use is subject to certain financing and related contingencies. Notwithstanding anything in this Agreement to the contrary, Purchaser shall not be obligated to purchase the Property unless the following additional conditions are satisfied:

(a) Purchaser shall have obtained a housing tax credit allocation/financing in the amount for which Purchaser applies, or such lesser amount as Purchaser determines in its sole discretion is sufficient for development of Purchaser's Proposed Use, from SCSHFDA for Purchaser's Proposed Use of the Property; and

(b) Purchaser shall have obtained such financing commitments as it deems necessary for the development of the Property; and

(c) Purchaser shall have obtained all approvals, permits, easements, rezonings and licenses (together, "Authorizations") for Purchaser's Proposed Use in accordance with Purchaser's plan and specifications. Seller agrees to cooperate fully with Purchaser (at no expense to Seller) in securing the Authorizations and grants permission to Purchaser to make application for the Authorizations in the name of Seller.

5. **TITLE INSURANCE.**

(a) Upon execution and delivery of this Agreement, Seller shall provide to Purchaser as soon as reasonably practicable copies of all title information and other information relating to the Property and its operations in the possession of or available to Seller, including but not limited to: surveys, deeds, notes and deeds of trust, title policies or commitments and underlying exceptions, environmental reports, engineering reports, service contracts, rent rolls for the past six (6) months, annual financial statements for the last three (3) years, easements, restrictions and covenants relating to the Property. Seller will convey good and marketable title to the Property at Closing, and except as provided for herein, the Property shall be conveyed free, clear and unencumbered of all tenancies and parties in possession on the date of Closing other than tenants shown on the certified rent roll provided by Seller at Closing.

(b) Prior to expiration of the Inspection Period, in the event any title search conducted by Purchaser or its agents shall reflect any defects in title or other conditions

or documents not acceptable to Purchaser ("Defects"), then Seller, upon Purchaser's notification of the Defects, shall immediately and diligently proceed to cure same to Purchaser's satisfaction. If, after the exercise of all reasonable diligence, Seller is unable to remove the Defects or obtain title coverage over the Defects satisfactory to Purchaser in its sole discretion, then Purchaser may accept the Defects, or Purchaser may terminate the Agreement, in which case Purchaser shall be entitled to the return of the Deposit and both parties shall be released from further liability hereunder.

6. **SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller represents and warrants to Purchaser as follows:

(a) Seller has received no written notice of any pending action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof. Seller shall, promptly upon receiving any such notice, give Purchaser written notice thereof.

(b) Except for routine rent collection matters arising under any tenant leases with respect to the Property, Seller has received no written notice of any action, suit or proceeding pending or threatened in writing against, by or affecting Seller's right to transfer the Property or the title of the Property.

(c) To the best knowledge and belief of Seller, the rent rolls delivered to be delivered during the period between the execution of this Agreement and Closing and those that will be delivered at Closing will be true, correct and complete as of the dates such rent rolls are provided.

(d) At Closing, Seller shall terminate, and be responsible for any payments due with respect thereto, all contracts affecting the Property, unless Purchaser agrees to assume any such contracts.

(e) Except for unrecorded tenant leases of apartment units at the Property, there are no unwritten or unrecorded leases, easements, licenses, or agreements of any kind or nature which grant any rights whatsoever to any individual(s) or entity(ies) with respect to the Property.

(f) To the best of the Seller's knowledge and belief, the land and/or any improvements comprising the Property, are free of the existence of "Hazardous Materials" (as hereinafter defined), and is not in violation of any Environmental Laws (as hereinafter defined) affecting the Property. As used herein "Environmental Laws" means all federal, state and local statutes, codes, regulations, rules, ordinances, orders, standards, permits, licenses, policies and requirements (including consent decrees, judicial decisions and administrative orders) relating to the protection, preservation, remediation or conservation of the environment or worker health or safety, all as amended or reauthorized, or as hereafter amended or reauthorized, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601, et seq., the Resource Conservation and Recovery

Act of 1976 (“RCRA”), 42 U.S.C. § 6901, et seq., the Emergency Planning and Community Right-to-Know Act (“**Right-to-Know Act**”), 42 U.S.C. § 11001, et seq., the Clean Air Act (“CAA”), 42 U.S.C. § 7401, et seq., the Federal Water Pollution Control Act (“**Clean Water Act**”), 33 U.S.C. § 1251, et seq., the Toxic Substances Control Act (“TSCA”), 15 U.S.C. § 2601, et seq., the Safe Drinking Water Act (“**Safe Drinking Water Act**”), 42 U.S.C. § 300f, et seq., the Atomic Energy Act (“AEA”), 42 U.S.C. § 2011, et seq., the Occupational Safety and Health Act (“OSHA”), 29 U.S.C. § 651, et seq., and the Hazardous Materials Transportation Act (the “**Transportation Act**”), 49 U.S.C. § 1802, et seq. As used herein, “**Hazardous Materials**” means: (1) “hazardous substances,” as defined by CERCLA; (2) “hazardous wastes,” as defined by RCRA; (3) any radioactive material including, without limitation, any source, special nuclear or by-product material, as defined by AEA; (4) asbestos in any form or condition; (5) polychlorinated biphenyls; and (6) any other material, substance or waste to which liability or standards of conduct may be imposed under any Environmental Laws.

(g) Seller represents and warrants that any existing loan encumbering the Property is current in all respects and that no default exists under the loan documents (which shall include all documents executed by the Seller in connection with the loan for the Property), and that such loan shall remain current and the Seller shall comply with all aspects, conditions and requirements of said loan documents at all times that this Agreement is in force including the Closing Date.

(h) Seller has disclosed in writing any knowledge of restrictions, participation in owner’s associations, or private assessments that affect the Property and has no knowledge of nor contemplates, any entry into such restrictions or assessments affecting the Property.

7. **EMINENT DOMAIN; DAMAGE.** If, prior to Closing, all or any part of the Property is condemned or appropriated by public authority or any party exercising the right of eminent domain, or is threatened thereby, or if the buildings and improvements on the Property are destroyed or materially damaged by fire, windstorm, explosion or other casualty, Seller will give Purchaser written notice thereof and Purchaser may, at its option: (i) terminate this Agreement and Purchaser shall be entitled to the return of the Deposit and the parties shall be released from further liability; or (ii) elect to proceed under this Agreement and, at Purchaser’s discretion, either (a) the Purchase Price shall be reduced by, or (b) Purchaser may take an assignment of, the amount of Seller’s award and/or insurance proceeds to which Seller is entitled to receive.

8. **RISK OF LOSS.** Prior to Closing, the risk of loss or damage to the Property shall remain with Seller.

9. **CLOSING.**

(a) **Time.** Closing shall take place on a date mutually agreeable to Purchaser and Seller on or before July 30, 2027.

(b) **Place.** Closing shall be held at a place and time mutually agreeable to Purchaser and Seller.

(c) **Documents.** Seller shall deliver at closing the following executed documents in form and content acceptable to Purchaser:

(i) **Deed.** A General Warranty Deed ("Deed"), with a release of dower, curtesy, homestead and other spousal rights, if any, conveying good, marketable and insurable title and warranting title to be free and clear of all Defects except any which Purchaser may have waived in writing prior to Closing and which shall be listed as exceptions in the Deed.

(ii) **Authority.** Such evidence or documents as may be reasonably required by Purchaser or the Purchaser's title insurance company evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the sale of the Property, including, but not limited to, a good standing certificate from the applicable Secretary of State in which the Seller is organized and company resolutions, if applicable.

(iii) **FIRPTA, Affidavits and Closing Statement.** A Non-Foreign Affidavit or Form 1099 from the Seller, a lien and possession affidavit, the closing statement and all other documents as may be reasonably required by Purchaser or Purchaser's title insurance company in connection with the sale of the Property.

(iv) **Bill of Sale, Asset List and Rent Roll.** A Bill of Sale conveying good title to the personal property located on the Property, Seller's list of personal property located on the Property, a certified rent roll, an assignment of leases, a list of all contracts applicable to the Property, for those contracts Purchaser is willing to assume, an assignment of such contracts, for those contracts Purchaser is not willing to assume, terminations of such contracts, and all other documents as may be reasonably required by Purchaser in connection with the sale of the Property.

(v) **Certification .** Intentionally Omitted.

(d) **Payment.** The Purchase Price, subject to any applicable reimbursements, prorations and/or adjustments, shall be paid to Seller as follows:

(i) The Deposit shall be applied to the Purchase Price.

(ii) Purchaser shall deliver the balance of the Purchase Price (less reimbursements, prorations and adjustments as set forth herein) to Seller at Closing, in cash or otherwise readily available funds.

(e) **Real Estate Taxes and Assessments.** General and special real estate taxes, assessments and other state or city taxes affecting the Property (collectively, "Real Estate Taxes") shall be prorated as of the date of Closing based upon the amount of the most recent ascertainable taxes for the Property. Seller shall be responsible for any "roll-back" taxes affecting the Property.

(f) **Transfer Taxes and Recording Fees.** Any transfer or sales tax, including tax(es) on the Deed, shall be paid by Seller at Closing. Any recording fees shall be paid by Purchaser.

(g) **Brokers.** Seller and Purchaser represent and warrant to each other that they have not had any dealings with any real estate brokers, finders or agents in connection with this Agreement.

(h) **Rental Income and Expenses.** The following items shall be prorated and/or adjusted as of the date of Closing: (i) any prepaid expenses, costs, deposits, fees, premiums for similar charges for non-cancelable service contracts, maintenance agreements, and licenses which are assigned to Purchaser and Purchaser elects to accept shall be adjusted; (ii) all refundable deposits placed with utility companies shall be withdrawn by Seller and it shall be the duty of Purchaser to place its own utility deposits at the time of closing; (iii) the parties shall request a reading of utility meters as of the date of closing, and all charges for water, gas, electric and other services up to the date of closing shall be paid by Seller, and thereafter by Purchaser; (iv) all tenant security deposits shall be assigned and delivered to Purchaser; and (v) all rent shall be prorated as of the date of closing. Rents and other sums in arrears will not be prorated, but will be paid to the Seller by Purchaser as collected by Purchaser, provided, however, that the first monies received after the settlement from each tenant who is in arrears for more than thirty days as to rent or other charges shall be applied first to current rent obligations of tenant and costs of collection and then remitted to Seller for delinquent rent and other charges payable to Seller. Purchaser assumes no obligation to collect or enforce the payment of any such monies which may be owing to Seller as of settlement. Notwithstanding anything herein to the contrary, the Seller shall have the right to take legal action against tenants prior to the closing of this transaction to collect delinquent rent and other charges, including termination of leases and/or the eviction or other removal of the delinquent tenant. Further, Seller shall have the right to collect or enforce the payment of any rents or other charges due to Seller after sixty days following the closing of this transaction.

10. **SURVIVAL OF CLOSING.** All representations, warranties, agreements and indemnities contained in this Agreement shall survive the Closing of this transaction.

11. **POSSESSION.** Except as otherwise provided in Section 5(a), possession of the Property, free from all tenancies, parties in possession and occupants, shall be delivered to Purchaser by Seller at the Closing.

12. **DEFAULT.** In the event Purchaser defaults under the terms and conditions of the Agreement and Seller is not in default of the Agreement, Purchaser shall have thirty (30) days after receipt of written notice of default from Seller to cure the default. In the event the default has not been cured within the prescribed period of time, Seller shall be entitled to retain the Deposit as its sole remedy under law or equity. In the event Seller defaults under the terms and conditions of this Agreement and Purchaser is not in default of this Agreement, Purchaser shall deliver a written notice to Seller stating the default of Seller and the action required by Seller to cure such default. Said notice shall provide that if said identified default is not cured to Purchaser's satisfaction within thirty (30) days after delivery of such notice, then Purchaser may either in its sole discretion: (i) terminate this Agreement by written notice to Seller, and thereupon the Deposit shall promptly be refunded to Purchaser and the parties shall have no further obligations hereunder; or (ii) avail itself of any remedies available to it at law or in equity, including, but not limited to, the right to specific performance. The following shall constitute a default by Seller:

- (a) Failure to abide by and of the terms and conditions of this Agreement;
- (b) Failure to deliver marketable and insurable possession of the Property at Closing provided that Seller shall not have a thirty (30) day period to cure such default as time is of the essence as to the Closing;
- (c) Granting an option to purchase or entering into a purchase agreement with any other party of further encumbering the Property without Purchaser's prior written consent, including any easements; provided however, the preceding shall not include granting any deeds of trust that will be satisfied in full on or before the Closing.

13. **TIME OF THE ESSENCE.** Time is of the essence of this Agreement as to all obligations under this Agreement; provided, however, if the final (but not any interim) date of any period set forth herein (including, but not limited to, the date of Closing) falls on a Saturday, Sunday or legal holiday under the laws of the United States of America, the final date of such period shall be extended to the next business day.

14. **NOTICE.** All notices shall be legible and in writing and shall be delivered to the person to whom the notice is directed, via certified mail, return receipt requested, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt.

If to Purchaser:

Schaumber Development, LLC  
Attn: Drew Schaumber  
P O Box 9160  
Greenville, SC 29604

With a copy to:

Blanco Tackabery & Matamoros, P.A.  
Attn: Carolyn Scogin  
404 N. Marshall Street  
Winston-Salem, NC 27101

If to Seller:

Timberlake Apts, LP  
Attn: David Douglas  
709 North Main Street  
Aynor, SC 29511

Either party hereto may change the address for Notice specified above by giving the other party ten (10) days advance written notice of such change of address.

15. **ASSIGNMENT**. Purchaser shall have the right to assign this Agreement at any time. Seller shall not have the right to assign this Agreement without the prior written consent of Purchaser.

16. **FORCE MAJEURE**. If Purchaser is delayed or prevented from performing any of its obligations under this Agreement by reason of strike, lockouts or labor troubles, riots, insurrection, acts of God or any cause beyond Purchaser's control, the period of such delay or such prevention shall be deemed added to the time period herein provided for the performance of any such obligation by Purchaser.

17. **MISCELLANEOUS**. No term or condition of this Agreement will be deemed to have been waived or amended unless expressed in writing, and the waiver of any condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition. This Agreement constitutes the entire agreement of the parties which incorporates and supersedes all prior written and oral understandings. This Agreement shall be binding upon, and inure to the benefit of, the parties, their heirs, executors, personal representatives, nominees, successors or assigns.

18. **COUNTERPARTS**. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

19. **AUTHORIZATION**. Both Seller and Purchaser represent that they have full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller pursuant hereto, and all required action and approvals therefore have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller is and shall be

duly authorized to sign the same on Seller's behalf and to bind Seller thereto. This Agreement and all documents to be executed pursuant hereto by Seller are and shall be binding upon and enforceable against Seller, as applicable, in accordance with their respective terms, and the transaction contemplated hereby will not result in a breach of, or constitute a default or permit acceleration of maturity under, any indenture, mortgage, deed of trust, loan agreement or other agreement to which Seller or the Property is subject or by which Seller or the Property is bound.

20. **NO SOLICITATION.** Seller agrees that upon its execution of this Agreement neither it nor its agents or employees (a) will initiate, or encourage the initiation by others of, discussions or negotiations with third parties or respond to solicitations by third parties relating to the Property or any part thereof, (b) will fail to immediately notify Purchaser if any third party attempts to initiate any such solicitation, discussion or negotiation with Seller and (c) will enter into an agreement with any third party with respect to the Property or any part thereof.

21. **CONFIDENTIALITY.** Seller and its agents, representatives, employees, partners, officers and directors will not disclose the subject matter or terms of the transaction contemplated by this Agreement (except to professionals performing services for Seller or government agencies requesting same) unless prior written consent to such disclosure is obtained from Purchaser, which consent may be withheld at Purchaser's sole discretion.

22. **HOME FUNDS NOTICE.** Notwithstanding any provision of this Agreement, if U.S. Department of housing and Urban Development (HUD) funds are used, including, but not limited to HOME funds, the parties agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of an environmental review and receipt of a release of funds notice from the U.S. Dept of HUD under 24 CFR Part 58. The parties further agree that the provision of any federal funds to the project is conditioned on the determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review. If no HUD funds are utilized in regard to this property, this provision shall be null and void.

**[SEPARATE SIGNATURE PAGE FOLLOWS]**

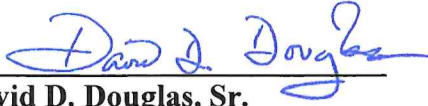
**IN WITNESS WHEREOF**, Seller and Purchaser have caused this Agreement to be executed and sealed as of the date first above written.

**SELLER:**

**TIMBERLAKE APTS, LP**

**By: Douglas TCF Timberlake GP, LLC**

**Its: General Partner**

**By:**   
**David D. Douglas, Sr.**  
**Its: Manager**

**PURCHASER:**

**Schaumber Development, LLC**

**By:**   
**Peter C. Schaumber, Jr.**  
**Its: Managing Member**