

Money Deposit after the expiration of the Inspection Period if Seller fails to timely cure a default hereunder or if this Agreement otherwise expressly provides for the return of the Initial Earnest Money Deposit to Purchaser. The Initial Earnest Money Deposit shall be applied to the Purchase Price (as defined in Section 3 below) due at the Closing (as defined in Section 9 below).

3. Purchase Price: The purchase price (the “Purchase Price”) for the Premises shall be \$689,000.00 and shall be payable in cash at the Closing.

4. Inspection Period: Purchaser and its agents and representatives shall have until **May 15, 2026** (hereinafter the “Inspection Period”) to make a complete inspection of the Premises and to undertake all due diligence deemed necessary by Purchaser for its planned development, including environmental testing, soil sampling, title and survey review, and all other reviews, inspections and due diligence deemed necessary by Purchaser, in its sole discretion. Seller shall, as requested by Purchaser, assist Purchaser in making the foregoing inspections and investigations at Purchaser’s expense. If Purchaser, in its sole discretion, determines, for any reason, that the condition of the Premises is not satisfactory, then Purchaser shall, on or before the expiration of the Inspection Period so notify Seller in writing and, thereafter, this Agreement shall terminate and shall be null and void and of no further force and effect, and neither Seller nor Purchaser shall have any further rights, duties, liabilities or obligations to the other by reason hereof, and Escrow Agent shall immediately refund the full amount of the Initial Earnest Money Deposit to Purchaser. Should Purchaser determine that the Premises is satisfactory following its inspection, then before the last day of the Inspection Period Purchaser shall deposit with Escrow Agent an additional \$10,000.00 Earnest Money Deposit (the “Second Earnest Money Deposit”; with the Initial Earnest Money Deposit being hereinafter collectively referred to as the “Earnest Money”), which shall be nonrefundable except as otherwise provided for herein, and the parties shall proceed toward Closing. Failure of Purchaser to make the Second Earnest Money Deposit prior to the expiration of the Inspection Period shall constitute an election by Purchaser to terminate this Agreement in accordance with this Section 4. Purchaser shall be entitled to the return of the Earnest Money after the expiration of the Inspection Period only if Seller fails to timely cure a default hereunder or if this Agreement otherwise expressly provides for the return of the Earnest Money to Purchaser. All Earnest Money shall be applied to the Purchase Price due at Closing.

5. Tests and Surveys: During the Inspection Period, Purchaser or its agents shall have the right to enter upon the Premises at all reasonable times for the purpose of making such inspections, surveys and tests as it may deem necessary or desirable. Any such entry to the Premises shall be at the Purchaser’s sole risk and expense. Purchaser agrees to indemnify and hold Seller harmless from and against any and all damages, claims, losses, liabilities and expenses which may be imposed upon, incurred by, or asserted against Seller with respect to such inspections, surveys and tests. Should Purchaser’s entry onto the Premises and inspections cause any damage to the Premises, Purchaser shall promptly repair such damage. At all times that Purchaser or its inspectors are given access to the Premises in connection with its inspection of the Premises, Purchaser shall carry or shall cause Purchaser’s inspectors entering upon the Premises to carry comprehensive general liability insurance coverage listing Seller as an

additional insured covering personal injury, bodily injury, and property damage in limits not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate covering their respective activities upon the Premises, and Purchaser shall deliver evidence of such insurance to Seller upon Seller's request. This Section 5 shall survive any termination of this Agreement.

6. Documents to be Delivered During Inspection Period: Within ten (10) days of the Effective Date, Seller shall deliver to Purchaser the following documents:

- (a) A copy of any existing surveys of the Premises;
- (b) A copy of any previously issued title insurance policy or policies along with copies of any instruments appearing as special exceptions to title on Schedule B of such policy or policies;
- (c) copies of property tax bills for the Premises for the preceding three (3) years;
- (d) Copies of any service contracts affecting the Premises, and copies of utility, trash, sewer and water bills, if any, concerning the Premises for the preceding year;
- (e) Any and all soil, engineering, environmental reports and appraisals in Seller's possession relative to the Premises; and
- (f) List of existing tenants and copies of any rental agreements, and any other agreements with tenants, and tenant contact information (person's name, title, mailing address, phone number, and email address).

7. Title: Purchaser shall cause title of the Premises to be examined, and obtain a survey of the real property, during the Inspection Period. Prior to the expiration of the Inspection Period, Purchaser shall notify Seller of any defects found which render the title unmarketable or adversely affect Purchaser's intended development of the Premises. Within thirty (30) days after receipt of such notice, Seller shall notify Purchaser whether Seller shall remove all of such objections, defects, liens, encumbrances or other defects of title. Failure of Seller to notify Purchaser within such thirty (30) day period shall constitute notice that Seller shall not remove any objections. Seller has no obligation to cure title or survey objections. In the event Seller is unwilling or unable to cure such title or survey defects, the Purchaser shall have the option of accepting such title as Seller can convey or canceling and terminating this Agreement, in which latter event the Purchaser shall be entitled to the reimbursement of the Earnest Money. Purchaser shall notify Seller of its decision to accept title or terminate this Agreement within ten (10) days of its receipt of Seller's response to Purchaser's title and survey objections. Should Purchaser fail to respond within such ten (10) day period, it shall be deemed that Purchaser wishes to proceed to Closing and shall not be entitled to a reimbursement of the Earnest Money. For purposes of this Agreement, "marketable fee simple title" shall be that title upon which a national

title insurance company approved by Purchaser is willing to issue an Owner's Policy of title insurance at its standard premium rate customarily charged in Greenwood County, South Carolina, with no exceptions other than (a) current taxes not yet due and payable; (b) easements, restrictions, covenants and reservations of record affecting the Premises that do not adversely affect Purchaser's intended development and use of the Premises as an affordable, independent senior housing project ("Intended Use"); (c) applicable zoning ordinances; (d) matters of survey that do not adversely affect Purchaser's intended development of the Premises for the Intended use; and (v) such other matters as may be accepted, waived or approved in writing by Purchaser as provided in this Section 7 ("collectively, "Permitted Title Exceptions").

Purchaser shall have the additional right to review title and obtain update of its survey prior to the Closing Date (defined in Section 9 (a) below) to ensure that no title exceptions appear of record and no survey matters arise subsequent to the date of Purchaser's initial title search and survey during the Inspection Period (said subsequent search being hereinafter referred to as the "Pre-Closing Title Search"). Should the Pre-Closing Title Search reveal any new matters of records or other title or survey defects Purchaser shall immediately notify Seller, and Purchaser shall have the option of (i) accepting title to the Premises subject to any such new title matters, (ii) if such defects can be cured by the payment of money not exceeding \$50,000, at Closing instructing Escrow Agent to disburse such sums as required to cure the defects and offsetting such amount against the Purchase Price, or (iii) canceling and terminating this Agreement, in which latter event the Purchaser shall be entitled to the reimbursement of the Earnest Money.

8. Representations and Warranties of Seller: Seller warrants and represents as follows:

(a) Seller is the owner of the fee simple title to the Premises and all of the improvements located thereon, and it will warrant and defend the title to said Premises. As of the Closing Date, there will be no contracts affecting the Premises.

(b) As of the Closing Date, there will be no leases or sub-leases affecting the Premises or any part thereof, and there will be no parties in possession of the Premises or any part thereof. Possession of the Premises will be delivered to the Purchaser at Closing. Seller represents that existing leases encumbering the Premises, if any, shall be terminated prior to Closing.

(c) Seller has no actual knowledge, and Seller has received no notice of, any violations of law, municipal ordinances or other legal requirements with respect to the Premises. The improvements comply with all applicable governmental requirements with respect to the use, occupation and construction thereof. Seller hereby furnishes Purchaser with an authorization to make the necessary searches for any such violations. As of the date hereof, Seller has not received any notices from any federal, state or municipal authority, suits, or judgments relating to violations of the Premises of zoning, building, fire, life safety, air pollution, rental controls or health regulations, or any notice or advice from any insurer of the Premises or any part thereof requesting any improvements, alterations, additions, corrections or other work in, on or about the improvements, whether related to the Premises or to the operations

of any occupant thereof. Seller will promptly notify Purchaser if it receives any such notice at or before Closing and will pay the cost of correcting any such violations.

(d) To the best of Seller's actual knowledge, no areas exist or have existed on the Premises where hazardous substances or waste have been generated, stored, disposed of, released or found, and Seller has no knowledge and has received no notice of the existence of any hazardous substances or waste on the Premises. For purposes of this Agreement, the term "hazardous substances or waste" shall mean petroleum, including crude oil or any fraction thereof, flammable explosives, radioactive materials, any material containing polychlorinated biphenyls, and any of the substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., Hazardous Materials Transportation Act, 49 U.S.C. Section 1802, the Resource Conservation and Recovery Act, us U.S.C Section 6901, et seq., or any other federal, state, local or other governmental legislation, statute, law, code, rule, regulation or ordinance, identified by its terms as pertaining to the disposal of hazardous substances or waste.

(e) Seller has not: (i) entered into or been subject to any consent decree, compliance order, or administrative order with respect to the Premises or any facilities or operations thereon; (ii) received notice under the citizens suit provision of any environmental law in connection with the Premises or any facilities or operations thereon; (iii) received any requests for information, notice, demand letter, administrative inquiry, or formal or informal complaint or claim with respect to any environmental condition relating to the Premises or any facilities or operations thereon; or (iv) been subject to or threatened with any governmental or citizen enforcement action with respect to the Premises or any facilities or operations thereon. To the best of Seller's actual or constructive knowledge, no portion of the Premises is considered to be jurisdictional wetlands or floodplain. From and after the date hereof up and until the Closing Date, Seller shall maintain the Premises (or allow it to remain in its natural state without additional requirements to landscape or maintain) and shall continue to operate the Premises in a commercially reasonable manner.

(f) From and after the date hereof and until the Closing Date, Seller shall maintain the Premises (or allow it to remain in its natural state without additional requirements to landscape or maintain) and shall continue to operate the Premises in a commercially reasonable manner.

9. Closing:

(a) Closing of this Sale-Purchase shall take place no later than December 30, 2026.

(b) At the Closing, Seller shall deliver the following documents to the Purchaser:

(i) a recordable limited warranty deed conveying the Premises to the Purchaser, which shall vest in Purchaser marketable fee simple title to the Premises, free and clear of all liens and encumbrances, except Permitted Title Exceptions; and

(ii) a title affidavit as required by Purchasers title insurance company to delete from the title insurance policies of Purchaser and its lender exceptions for parties in possession and mechanics' and materialmen's liens;

(iii) A "non-foreign" affidavit as defined in Internal Revenue Code Section 1445, and

(iv) Satisfactory evidence that Seller is not subject to withholding under the provisions of South Carolina law relating to foreign sellers, and

(v) An affidavit sufficient to eliminate any title exception for broker's liens under the South Carolina title standards, and

(vi) Any other documents reasonably required by the Purchaser in order to implement the terms of this Agreement.

(c) At the Closing, Purchaser shall deliver to Seller the Purchase Price after applying the Earnest Money and making other adjustments as set forth in this Agreement.

(d) Purchaser and Seller shall each pay its own attorney's fees. All outstanding city, state and county ad valorem real estate taxes for the year of Closing will be prorated between the parties. Seller shall pay all state transfer tax and deed stamps assessed based on the consideration paid for the Premises and the costs of curing any title matters. Seller shall pay one-half of any and all roll back taxes assessed for Purchaser's Intended Use post-Closing. All other closing costs shall be paid by Purchaser.

(e) The following items shall be prorated as of the Closing Date: (i) utility, water and sewer charges; (ii) payments under service contracts, if any; (iii) fees for transferable licenses and permits, if any. Seller shall be entitled to receive all income and to pay all expenses with respect to the Premises for all time periods through and including the date prior to the Closing Date, and Purchaser shall be entitled to receive all such income and shall be obligated to pay all such expenses commencing with the Closing Date. Any item of income or expense required to be apportioned under this Section 9(e) that for any reason is not apportioned at Closing shall be apportioned as soon thereafter as is practicable. If any mutual mistakes, including without limitation, any erroneous mathematical calculations, are made in any apportionment at Closing, Seller and Purchaser shall, upon request by Escrow Agent, correct said mistakes and make any payments required to produce an accurate apportionment.

10. Notice: Any notice required or permitted to be given hereunder by one party to the other shall be in writing and shall be effective when: (i) delivered in person to the individuals named below; (ii) deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed as stated below; or (iii) upon transmission by the sender if sent by electronic mail:

As To Purchaser: Tapestry Development Group
120 West Trinity Place, 4th Floor
Decatur, GA 30030
Attention: Jonathan R. Toppen
Email: jontoppen@tapestrydevelopment.org

With a Copy to: Heather McDowell
Ellinger & Carr, PLLC Law Office
2840 Plaza P
#360
Raleigh, NC 27612
Email: _____

As to Seller: Hunter 12, LLC
Attention: John Beeson
170 Camelot Drive
Suite C
Spartanburg, SC 29301
Email: john@markiiiproperties.com

With a Copy to: {Insert Attorney Address}
Email: _____

11. Condemnation or Casualty Loss: In the event that, prior to the Closing, all or any portion of the Premises shall have been affected by any condemnation or taking by eminent domain, or shall be the subject of any condemnation procedure which shall have been commenced or of which Seller or Purchaser shall have received actual or constructive notice, or in the event more than 10% of the Premises has been damaged by fire, flood or other casualty, Purchaser shall have the option of:

(a) accepting the Premises in the condition which exists at the time of Closing, together with assignment of all proceeds of any condemnation award or insurance proceeds arising out of the condemnation of or casualty to the Premises; or

(b) canceling this Agreement within thirty (30) days after learning of the

occurrence (with the Closing Date extended if and as required to accommodate this time period), in which event the Purchaser shall be entitled to the reimbursement of the Earnest Money and any Extension Payments (defined in Section 13).

All risk of loss until the Closing shall be on Seller, and Seller shall deliver possession of the Premises to Purchaser at Closing in substantially the same condition as they were in when shown to agents of Purchaser prior to the Effective Date, provided, however, that in the event less than 10% of the Premises has been damaged by fire, flood or other casualty, then, in such event, the parties shall be required to consummate the transaction contemplated herein in accordance with the terms hereof, in which case (i) Seller shall assign to Purchaser at Closing any and all insurance proceeds payable under Seller's casualty insurance policy as a result of such Casualty, excluding proceeds for rent loss occurring prior to Closing; (ii) Purchaser shall receive a credit against the Purchase Price equal to the amount of any deductible under such casualty insurance policy, which credit shall in no event be greater than the cost of the restoration and repair of the Premises necessitated by such casualty, and (iii) the Premises shall be conveyed to Purchaser at Closing by Seller in its "as-is" condition without additional deduction from or offset against the Purchase Price.

12. Conditions Precedent. Purchaser's obligation to purchase the Premises is subject to satisfaction of the following conditions in Purchaser's sole discretion:

(a) rezoning of the Premises to R-5 multifamily residential district within the City of Greenwood, South Carolina, with Purchaser exerting its diligent good-faith efforts to obtain the rezoning;

(b) Purchaser's obtaining subdivision of the Premises in accordance with applicable laws, rules, regulations, and ordinances; and

(c) Purchaser's receiving an allocation of nine percent (9%) Tax Credits (as such term is defined in Section 42 of the Internal Revenue Code and herein referred to as the "Tax Credits") from South Carolina State Housing Finance and Development Authority, State of South Carolina (the "Agency"), in connection with its Intended Use of the Premises.

(d) Seller agrees to sign a Planned Development District (PDD) amendment at execution of Purchase and Sale Agreement and will reasonably cooperate with Purchaser, at no cost to Seller, in connection with Purchaser's efforts to amend the applicable Planned Development District (PDD) governing the Premises; provided however, that the PDD amendment will be structured such that if the Tax Credits are not received, the parcel will return to its current use under the PDD.

Purchaser may terminate this Agreement upon written notice to Seller anytime on or after December 20, 2026 if any of the foregoing conditions has not been satisfied by such date despite Purchaser's diligent, good-faith efforts, whereupon neither Seller nor Purchaser shall have any further rights, duties, liabilities or obligations to the other by reason hereof and Escrow Agent

shall return to Purchaser all Earnest Money previously paid by Purchaser. If Purchaser obtains an allocation of the Tax Credits from the Agency by October 15, 2026, then, within fifteen (15) days of receipt of such allocation, Purchaser shall deposit with Escrow Agent an additional \$20,000.00 Earnest Money Deposit (the "Third Earnest Money Deposit"; along with the Initial Earnest Money Deposit and the Second Earnest Money Deposit being hereinafter collectively referred to as the "Earnest Money"), and the parties shall complete Closing on or before December 30, 2026. Upon payment, the Third Earnest Money Deposit, along with all prior Earnest Money deposits, shall be immediately nonrefundable and Purchaser shall be entitled to the return of the Earnest Money only if Seller fails to timely cure a default hereunder or if this Agreement otherwise expressly provides for the return of the Earnest Money to Purchaser. The Third Earnest Money Deposit, and all prior Earnest Money Deposits, shall be applied to the Purchase Price due at Closing.

13. Right to Agreement Extension. Purchaser shall have the unconditional right to extend the Closing Date on a month-to-month basis for up to five (5) months by giving Seller written notice and depositing with Escrow Agent an extension fee of fifteen thousand dollars (\$15,000.00) for each monthly extension (collectively, the "Extension Payments"). The Extension Payments shall be nonrefundable to Purchaser except upon Seller's failure to timely cure a default hereunder or if this Agreement otherwise expressly provides for the return of the Extension Payments to Purchaser. All Extension Payments shall be applied to the Purchase Price due at Closing.

14. Default: In the event Seller fails to fully and timely perform any of its obligations hereunder or otherwise refuses to complete the sale of the Premises as provided hereunder (unless such refusal is due to Purchaser default), Purchaser shall be entitled to recover the Earnest Money and any Extension Payments paid without prejudice to any additional rights, at law or in equity, that Purchaser may have as a result of such breach by Seller, including, but not limited to, the right to sue for specific performance. Should Purchaser default under this Agreement, Seller shall be entitled to retain the Earnest Money and Extension Payments paid by Purchaser as liquidated damages in full settlement of any and all claims for damages. The parties hereto acknowledge that it is impossible to precisely estimate the damages to be suffered by Seller upon Purchaser's default, and the parties expressly acknowledge that retention of the Earnest Money by Seller upon a Purchaser's default is intended not as a penalty, but as fully liquidated damages.

15. Broker: Each party represents and warrants to the other that it has not dealt with any broker, consultant, finder, or real estate agent who might be entitled to any compensation or commission in connection with the sale of the Premises by Seller to Purchaser, except for Roadstead Real Estate Advisors, LLC, ATTN: Michael J. Kluska ("Seller Broker"), representing Seller. Seller shall pay any and all commissions and fees due to Seller Broker. Purchaser and Seller each hereby indemnifies the other against and agrees to defend and hold harmless the other from and against any and all claims for real estate commissions or similar fees arising out of or in any way connected with any claimed agency relationship with the indemnitor and relating to the purchase and sale of the Premises contemplated by this Agreement or any cancellation or termination of this Agreement.

16. Attorneys' Fees. If either party commences an action against the other to enforce any of the terms hereof or because of the breach by either party of any of the terms hereof, the losing party shall pay to the prevailing party reasonable attorneys' fees in the amount of fifteen percent (15%) of any sum collected, together with all costs and expenses, and a right to such attorneys' fees and expenses shall be deemed to have accrued upon the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

17. Assignment. This Agreement is assignable by Purchaser to any entity in which the Purchaser or any affiliated company is a member or participant. Any other assignments by the Purchaser are subject to prior approval by the Seller. Seller shall not convey, sell, encumber, or otherwise dispose of the Premises or any portion thereof or interest therein so long as this Agreement is in effect.

18. Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

19. Amendment and Waiver: No provision of this Agreement may be amended, modified, supplemented, changed, waived, discharged, or terminated unless each party hereto consents in writing.

20. Severability of Provisions: In the event that any one or more of the provisions contained in this Agreement should be found or held to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired thereby.

21. Captions: The captions or headings of any section of this Agreement are intended for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

22. Survival of Agreement: All covenants, warranties and agreements set forth in this Agreement shall survive the execution or delivery of any and all deeds and other documents at any time executed or delivered under, pursuant to or by reason of this Agreement, and shall survive the payment of monies made under, pursuant to or by reason of this Agreement.

23. Miscellaneous: This Agreement contains the entire understanding and agreement between the parties. It shall not be modified or amended in any way except by a written instrument executed by both parties. This Agreement shall be binding upon and inure to the benefit of each party hereto and their successors.

24. Expiration. This Agreement shall expire if not fully executed by noon EST on February 13__, 2026.

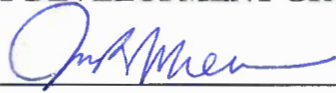
(SIGNATURES FOUND ON FOLLOWING PAGE)

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed under seal as of the day and year first above written.

PURCHASER:

TAPESTRY DEVELOPMENT GROUP, INC.

By:


Jonathan R. Toppen President

SELLER:

HUNTER 12, LLC

By:

Signed by:
 2/12/2026
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John Beeson, Manager

EXHIBIT A

Anticipated Location of Subject Site

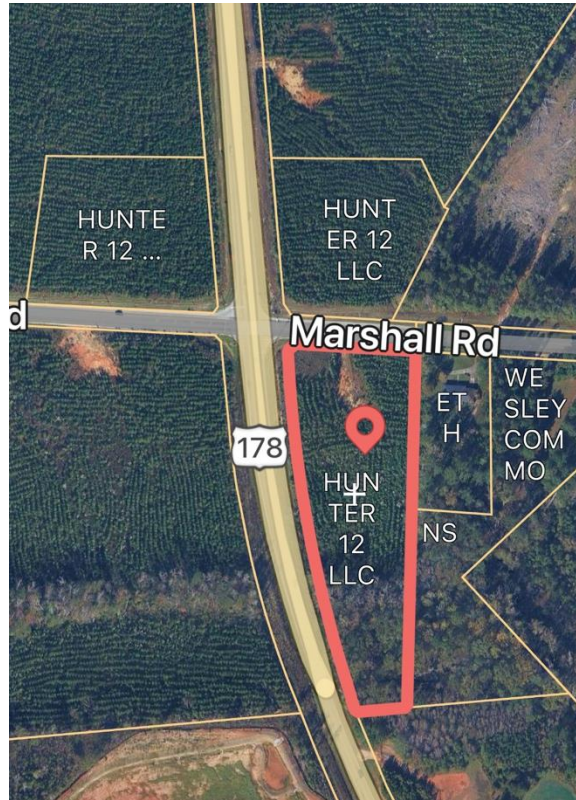


EXHIBIT B

Legal Description

Parcel Identification Number (PIN): 6855-725-583

Legal Description:

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND LYING, SITUATE AND BEING IN THE STATE OF SOUTH CAROLINA, COUNTY OF GREENWOOD, BEING SHOWN AND DESIGNATED AS PARCEL B CONTAINING 4.32 ACRES, MORE OR LESS, ON A SURVEY PREPARED FOR MARK III PROPERTIES, LLC BY 3D LAND SURVEYING, INC. DATED JANUARY 13, 2025 AND RECORDED IN PLAT BOOK 164 AT PAGES 18-19 IN THE OFFICE OF THE CLERK OF COURT FOR GREENWOOD COUNTY. FOR A MORE COMPLETE AND PARTICULAR DESCRIPTION, REFERENCE IS HEREBY MADE TO THE AFORESAID PLAT.

DERIVATION: This being a portion of the property conveyed to Hunter 12, LLC, a South Carolina limited liability company by deed from Jean Groves Dixon and Tiffany McLees Groves Martin dated March 26, 2025, and recorded March 27, 2025, in Book 1655, Page 3009, in the Office of the Clerk of Court for Greenwood County, South Carolina.