

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made and entered into as of February 12, 2026 ("Effective Date") by and between **H&D Limited, LLC**, a South Carolina limited liability company ("Seller"), and **Gateway Development Corporation**, an Alabama corporation, or its assignees ("Purchaser").

Whereas, Purchaser desires to purchase the Property (as defined herein) from the Seller, for the purpose of constructing and operating a multi-unit apartment complex.

NOW THEREFORE, the premises considered and in consideration of the following covenants, terms and conditions, the parties hereto do hereby covenant and agree as follows:

1. **Property:** The Seller shall convey the real property (the "Property") consisting of Parcel ID 901-06-07-051 (+/-3.25 Acres) located at 206 Davidson ST in Clinton, South Carolina and, together with any and all right, title and interest of Seller in and to any land lying in the bed of any street, road, alley or avenue, open or proposed, in front of or adjoining such land, as well as any riparian or water rights, any mineral rights, air rights, all rights of way or use, servitudes, licenses, easements, tenements, hereditaments and appurtenances now or hereafter belonging to or benefiting such land. The Property is more fully described in Exhibit A and incorporated herein the same.
2. **Purchase Price** In exchange for fee simple title to the Property, Seller agrees to sell, and Purchaser agrees to purchase the Property for a price of Five Hundred Thousand and No Hundredths Dollars (\$500,000.00) ("Purchase Price"). The Purchase Price shall be paid at Closing of this sale. If the appraisal for the property is less than the Purchase Price, then the Purchase Price shall be reduced by the difference between the Purchase Price and appraised value, with a max reduction of Seventy-Five Thousand and No Hundredths Dollars (\$75,000). .
3. **Earnest Money:** Purchaser shall deliver an earnest money deposit in the amount of Twenty-Five Thousand and No Hundredths Dollars (\$25,000.00) ("Earnest Money") to Old Republic National Title Company, 1125 Sanctuary Parkway, Suite 140, Alpharetta, GA 30009, Attn: Robbie J. Dimon ("Escrow Agent") within 5 business days from the effective date of this contract. Seller acknowledges the receipt and sufficiency thereof. Earnest Money shall be immediately refundable to Purchaser upon demand by Purchaser to the Escrow Agent: (A) any time prior to the expiration of the Inspection Period; (B) in the event that Purchaser does not submit a Tax Credit Application; (C) in the event the contingencies set forth in Paragraph 8 are not met; or (D) as may otherwise be specifically set forth in this Agreement. The Earnest Money shall be credited towards the Purchase Price at Closing, or in the event of default or termination of the Agreement, the Earnest Money shall be distributed under the terms of this Agreement.
4. **Inspection Period.** The Purchaser shall have one hundred fifty (150) days ("Inspection Period") after the Effective Date, to conduct initial inspections of the Property. If Purchaser gives written notice of termination to Seller prior to the expiration of the Inspection Period, Purchaser will be entitled to a refund of the Earnest Money. Purchaser may, at its option, extend the Inspection Period for an additional thirty (30) day period. For the Inspection Period extension, the Purchaser shall deliver an additional non-refundable Earnest Money deposit to Escrow Agent in the amount of Five Thousand and No Hundredths Dollars (\$5,000.00) ("Inspection Period Extension Deposit"). If Purchaser does not give written notice of termination to Seller prior to the expiration of the Inspection Period, Purchaser will be deemed to have waived the Inspection Period, and the Earnest Money will become non-refundable, subject to the contingencies of Paragraph 8 and any other conditions set forth in this Agreement. All Earnest Money and the Inspection Period Extension Deposit shall be applicable to the Purchase Price.

5. **Additional Earnest Money:** An additional earnest money deposit in the amount of Fifty Thousand and No Hundredths Dollars (\$50,000.00) ("Additional Earnest Money") shall be due within ten (10) business days from Purchaser's receipt of a Tax Credit Award from the SC Housing. The Additional Earnest Money will be non-refundable and will be credited towards the Purchase Price; provided, however, the Additional Earnest Money will be fully refundable to the Purchaser in the event that other contingencies (including those in Paragraph 8) or conditions to closing set forth in this Agreement are not satisfied.

6. **Seller Deliverables:** Within five (5) business days after the Effective Date, Seller shall deliver to Purchaser A) any and all surveys, title insurance policies, plats, site plans, environmental, geotechnical, soil boring, land study, wetland and/or flood plain reports, maps topographical maps and/or engineering reports, maps and/or studies related to the Property, its parent parcel and/or neighboring/adjacent parcels and B) any and all utility information related to the Property.

7. **Closing Date:** If all Closing Conditions are satisfied or expressly waived in writing, the closing of the transactions described in this Agreement (the "Closing") shall be on or before July 1, 2027 ("Closing Date"). If Purchaser receives a Tax Credit Award, then Purchaser may, at its option, extend the Closing Date for an additional sixty (60) day periods. To exercise the 60-day extension, the Purchaser shall deliver an additional non-refundable Earnest Money deposit to Escrow Agent in the amount of Twenty-Five Thousand and No Hundredths Dollars (\$25,000.00) ("Extension Deposit"). The Extension Deposit shall be credited towards the Purchase Price. Notwithstanding the foregoing, if all Closing Conditions have not been satisfied or expressly waived in writing by the Closing Date (as extended by agreement), then the full amount of Earnest Money, Inspection Period Extension Deposit, Additional Earnest Money and Extension Deposit shall be refundable to Purchaser on demand to Escrow Agent at any time after the Closing Date (as extended by agreement).

8. **Contingencies:** Purchaser's obligation to close is contingent upon the following conditions.

- A. Purchaser shall apply for the 9% Low Income Housing Tax Credits from SC Housing.120
- B. Purchaser obtaining satisfactory financing within 120 days, at Purchaser's sole discretion after the Effective Date. .
- C. Purchaser shall request from Seller all necessary easements for utilities, permanent vehicular access, drainage and temporary construction, by applicable local governing authorities as identified by Purchaser within 120 days after the Effective Date, and Seller shall provide same with 30 days after receipt of request.
- D. Purchaser shall apply for zoning changes as required for the Purchaser's desired use of the Property within 120 days after the Effective Date.

9. **Access Prior to Closing:** Seller grants to Purchaser the right to enter the Property for the purpose of performing environmental and soil testing and to perform such investigation as Purchaser deems necessary to evaluate the Property for the intended use. The permission hereby given shall extend to Purchaser, the agents and employees of Purchaser and the contractors employed by Purchaser to conduct such tests and inspections. Any damage to property will be repaired by the Purchaser, and Purchaser will indemnify Seller from any claims resulting from such test and inspections.

10. **Survey:** Purchaser shall, at its expense within 60 days of the Effective Date, obtain and provide to Seller a survey ("Survey") of the Property to determine the boundaries and dimensions of the Property.

Seller shall have fourteen (14) days ("Survey Review Period") after the date that Purchaser delivers the Survey (providing Property legal description) to Seller, to object to the Survey. If Seller does not object during the Survey Review Period, the Survey and the corresponding dimensions of the Property will be deemed to have been accepted by Seller.

11. **Title:** Purchaser shall have the right to obtain a title commitment ("Title Commitment") for an ALTA Insurance Policy covering the Property along with legible and complete copies of all documents listed as exceptions therein. At Closing, Seller shall convey good and marketable title to the Property, by General Warranty Deed (the "Deed"), warranting the Property to be free of all liens and encumbrances except for any exceptions to title and Survey which Purchaser deems permissible ("Permitted Exceptions"). Purchaser shall have 120 days after the Effective Date to provide Seller written notice of all objections ("Title Objections") to exceptions or encumbrances to title and Survey. If Purchaser delivers such written notice to Seller, then for a period of thirty (30) days after receiving the written notice of objection from Purchaser, Seller shall have the right to have such matters cured at Seller's expense, either by (i) the removal of such exceptions, (ii) the procurement of title insurance endorsements, or (iii) other resolution reasonably satisfactory to Purchaser providing coverage against loss or damage as a result of such exceptions. If Seller does not, or is unwilling to, cure the matters set forth in Purchaser's objection letter to Purchaser's satisfaction within such thirty (30) day period, Purchaser may elect, in its sole discretion (to be exercised by written notice from Purchaser to Seller), to terminate this Agreement, in which event neither party shall thereafter have any further rights, duties, liabilities or obligations under this Agreement except as expressly set forth herein and the Earnest Money deposits shall be returned to Purchaser.

12. **Apportionment of Taxes:** All real estate ad valorem taxes and annual special charges or assessments for the fiscal year of Closing shall be prorated as of the day of Closing. All unpaid assessments applicable to the Property, including those arising between the date hereof and the date of Closing, shall be paid at Closing by Seller, irrespective of when the same shall be due.

13. **Closing Costs:** Seller shall be responsible for providing the Deed and shall pay the fees and expenses of Seller's attorney. Purchaser shall pay the fees and expenses of Purchaser's attorney, all costs associated with financing, including the cost of recording the Deed and title insurance premiums, and the cost of the Survey, any environmental studies and all other costs or expenses associated with this transaction except as set forth herein above.

14. **Deliverables:**

- A. Seller shall deliver the following to Purchaser (duly executed where applicable) through escrow at or prior to the Closing, each of which shall be in form and substance acceptable to Purchaser in its judgment reasonably exercised:
 - a. The Deed.
 - b. A quitclaim deed from Seller in recordable form conveying to Purchaser title to the Survey description of the Property.
 - c. Such other documents and instruments, including easements, as may be required by any other provision of this Agreement or as may reasonably be required to give effect to the terms and intent of this Agreement.
 - d. Affidavits in form and substance reasonably satisfactory to the Title Company for the purpose of permitting the Title Company to delete the standard exceptions from the Title Policy and such other documents reasonably required by the Title Company in connection with the issuance of the Title Policy.
 - e. Incumbency certificate and resolutions executed by a duly authorized officer/member/partner of Seller.

- B. The Purchaser shall deliver the following to Seller (duly executed where applicable) through escrow at or prior to Closing:
- a. The Purchase Price in available funds.
 - b. Resolutions adopted by Purchaser authorizing the execution and delivery of this Agreement by Purchaser, the performance by Purchaser of its obligations hereunder and the consummation of the transactions contemplated hereby.
 - c. Such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required to give effect to the terms and intent of this Agreement.

15. **Damage or Condemnation; Risk of Loss.**

- A. Commencing upon the Effective Date and extending through Closing hereunder, the Property shall remain in the same condition as on the date hereof, except, however, for natural wear and tear. Seller shall not in any manner disturb the Property during and the risk of loss for any casualty to said Property shall remain upon Seller. Seller shall maintain the current insurance for the Property against casualties normally covered by an insurance policy with extended coverage. Seller shall deliver the same at Closing in the same condition as presently existing, normal wear and tear excepted.
- B. In the event of the institution of any proceedings, judicial, administrative or otherwise, which shall relate to the proposed taking of any substantial portion of the Property by eminent domain prior to Closing, or should a substantial portion of the Property be damaged by fire or other casualty prior to Closing, Purchaser shall have the right to terminate this Agreement at any time prior to Closing by giving Seller notice to such effect at any time after Purchaser's receipt of notice of any such occurrence or occurrences. Seller hereby agrees to furnish Purchaser written notification in respect thereof within forty-eight (48) hours from the Seller's receipt of any such notification. Should Purchaser so terminate this Agreement, then all Earnest Money deposits shall immediately be returned to Purchaser and, thereupon, the parties hereto shall be released from their respective obligations and liabilities hereunder. In the event Purchaser does not elect to terminate this Agreement because of such taking or casualty, at the Closing hereof, Seller shall assign to Purchaser all of Seller's right, title and interest in any award arising out of such taking, or any insurance proceeds arising out of such fire damage or other casualty, as the case may be. For the purposes of this section, a "substantial" part of the Property shall be such a part which makes the remainder of the Property unsuitable for those uses contemplated by Purchaser.

16. **Default/Remedies:**

A. Seller Default: If Seller shall be unable to convey title to the Property or any portion thereof on the Closing Date in accordance with the provisions of this Agreement, (i) Seller shall, on or prior to the Closing Date, give notice of such inability (and the nature thereof) to Purchaser, and (ii) Purchaser may have the remedy of either specific performance (and recovery of any legal fees incurred by Purchaser in enforcing such specific performance), or may terminate this Agreement, in which event the Earnest Money and Additional Earnest Money shall be forthwith returned to Purchaser. In addition, if such inability is due to the act or omission of the Seller, Seller shall be in default and shall continue to be liable hereunder.

B. Purchaser Default: In the event Purchaser fails to close on the purchase of the Property, Seller hereby agrees to accept the Earnest Money and Additional Earnest Money as liquidated damages and shall have no further claim against Purchaser.

17. **Environmental:** To the best of Seller's knowledge: (i) the Property has not in the past been used and is not presently being used for the handling, storage, manufacturing, refining, transportation or disposal of "toxic material", "hazardous substances" or "hazardous waste"; (ii) there has not been and is not presently leeching or drainage of waste materials or hazardous substances into the groundwater beneath or adjacent to the Property; (iii) no buried, semi-buried or otherwise placed tanks, storage vessels, drums, or containers of any kind located on the Property used for the storage of hazardous waste, hazardous substances or toxic material; (iv) there are no asbestos containing materials located on the Property; (v) Seller has not disposed upon the Property any hazardous substances on or below the surface of the Property or within two thousand (2,000) feet of the boundary thereof including, without limitation, contamination of the soil, subsoil or groundwater; and (vi) the Property is not in violation of any law, rule or regulation of any government entity having jurisdiction thereof or which exposes Purchaser to liability to third parties. The terms "hazardous waste", "hazardous substances" and "toxic material" include, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sect. 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sect. 5101 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sect. 6901 et seq.), the regulations adopted and publications promulgated pursuant to the foregoing and any other federal, state or local environmental law, ordinance, rule or regulation. Furthermore, Seller has not received a summons, citation, directive, letter or other communication, written or oral, from any governmental authority as to any of the above environmental concerns.

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

19. **Continued Accuracy of Representations and Warranties.** The matters set forth in this Agreement constitute representations and warranties by Seller which are now, and shall at the Closing, be true and correct. The continued accuracy in all material respects of such representations and warranties is a condition precedent to Purchaser's obligation to close. If, during the period between the Effective Date and the Closing Date, Seller learns of, or has a reason to believe that any of its representations and warranties may cease to be true in any adverse respect, Seller shall give prompt written notice to Purchaser (the "Seller Notice"). In the event that (i) Seller delivers the Seller Notice, or (ii) Purchaser otherwise becomes aware that any such representation or warranty has ceased to be true in any adverse respect prior to Closing, Purchaser shall have the right, in its sole discretion, to terminate this Agreement, in which event the Earnest Money deposits shall be returned to Purchaser, and no party shall have any further rights, duties, obligations or liabilities under this Agreement except as specially set forth herein. Purchaser shall exercise the foregoing election by written notice to Seller on or before the Closing Date. Seller's representations and warranties shall survive the Closing, and Purchaser shall not be deemed to have waived any such representation or warranty unless Purchaser executes an express, written waiver.

20. **Binding Effect and Authority:** Purchaser represents and warrants that it has all due authority and consent to enter into this Agreement. Seller and its signatories to this Agreement represent and warrant that Seller has the power and authority to enter into this Agreement and to sell the Property in accordance with the terms hereof, and Seller has granted no option to any other party to purchase the Property. The undersigned person executing this Agreement, whether individually or on behalf of an entity, is duly authorized to do so. This Agreement and the consummation of the transaction hereunder by, or on

behalf of, Seller have been duly and validly authorized by all necessary parties including, without limitation, members, officers, shareholders, partnerships, corporations or limited liability companies. This Agreement shall be binding upon and shall incur to the benefit of the parties hereto and their successors and assigns.

21. **Brokers:** Seller represents that it has not engaged any real estate broker or agent and shall not be liable for payment of any brokerage fees. Purchaser represents that it has not engaged any real estate broker or agent and shall not be liable for payment of any brokerage fees.

22. **Notices:** Except as may otherwise be provided for in this Agreement, all notices or demands required or permitted hereunder shall be delivered by electronic mailings, Federal Express or similar overnight delivery service prepaid to the following addresses for the parties:

Purchaser:
Gateway Development Corporation
Attn: Jason Freeman
920 Florence Blvd.
Florence, Al. 35630
(256) 760-9657
Email: jfreeman@gatewaymgt.com

Seller:
H&D Limited, LLC
Attn. Howard Johnson
1218 S. Duncan Bypass
Union, SC 29373
(864) 427-3193
Email: Old@Bellsouth.net

With copy to:

With copy to:

All notices required or permitted under this Agreement shall be deemed to have been given when actually sent to the offices or addresses of the receiving party at the addresses above stated.

23. **Entire Agreement; Modification:** This Agreement constitutes the entire understanding among the parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by each party to the Agreement.

24. **Applicable Law, Venue and Jurisdiction:** This Agreement shall be governed by the laws of the State of South Carolina.

25. **Assignability:** Purchaser reserves the right to assign and transfer this Agreement to any person, firm or corporation that it shall select without notice to or consent from Seller.

26. **Severability:** If one or more of the provisions contained in this Agreement shall for any reason be held to invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

27. **Survival.** This Agreement, and all representations and warranties of Seller and Purchaser, shall not be merged into the documents executed at Closing, and shall survive the Closing.

28. **Time.** Time is of the essence of this Agreement and in the performance of the covenants and provisions hereof.

29. **Date of Performance.** If the date for performance of any act or deadline for required notice under this Agreement falls on a Saturday, Sunday or federal holiday, the date for such performance or required notice shall automatically be extended to the first succeeding "business day" (a day which is not a Saturday, Sunday or federal holiday).

(Signature(s) contained on following page(s).)

IN WITNESS HEREOF, the parties hereto affirm their respective signatures to this Agreement.

PURCHASER:

GATEWAY DEVELOPMENT CORPORATION,
an Alabama corporation

By: Josh Mandell

Name: Josh Mandell

Its: Authorized Officer

SELLER:

H&D LIMITED, LLC
a South Carolina limited liability company

By: Howard Johnson

Name: Howard Johnson

Its: _____

EXHIBIT "A"

Property Legal Description and Map/Survey

All those certain 3.25 acres, more or less, tracts or parcels of land situated and lying in Clinton, South Carolina, as depicted on the drawing attached on the following page and incorporated herein and being all of that certain real property possessing Parcel ID 901-06-07-051.

The final legal description for the Land shall be modified and finalized according to the Survey.