

**DEVELOPMENT AGREEMENT
(SOUTH CAROLINA)**

THIS DEVELOPMENT AGREEMENT (this “*Agreement*”) is made and entered into as of the 7th day of May, 2026, between GATEWAY AT CLINTON MILL, LP (the “*Partnership*”), a South Carolina (the “*State*”) limited partnership, and GATEWAY DEVELOPMENT CORPORATION, an Alabama corporation (the “*Developer*”).

R E C I T A L S :

WHEREAS, the Partnership has been formed to develop, construct, own, maintain and operate a 52-unit multifamily apartment complex intended for rental to low and moderate income tenants (the “*Project*”), to be known as Gateway at Clinton Mill, and to be located in Laurens County, South Carolina;

WHEREAS, the Partnership is governed by an agreement of limited partnership, as such may be amended from time to time (the “*Partnership Agreement*”); and

WHEREAS, the Partnership desires to appoint the Developer to provide certain services for the Partnership with respect to overseeing the development of the Project until all development work is completed.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Appointment. The Partnership hereby appoints the Developer to render services to the Partnership and confirms and ratifies the appointment of the Developer with respect to services rendered for the Partnership to date, in supervising and overseeing the development of the Project as herein contemplated.

2. Authority. In conformity with the provisions of the Partnership Agreement, the Developer shall have the authority and the obligation to perform the services described in Paragraphs 3, 4, 5 and 6 below. Developer’s services shall be performed in the name of and on behalf of the Partnership.

3. Determination of Project Size, Structure and Composition. The Developer shall perform all of the following services:

- (a) Conduct a preliminary market study.
- (b) Negotiate with, select, and hire a housing marketing analyst to conduct an independent market study for the proposed development, if required by the Partnership.
- (c) Determine the number of units in the project and their size.
- (d) Determine the appropriate unit mix and amenities.
- (e) Identify potential sources of construction financing.
- (f) Analyze competitiveness of project against others in the market area.

(g) Make preliminary estimates of project costs and determine project feasibility.

(h) Prepare and submit to the Partnership all information and documentation necessary to obtain a reservation for low income housing tax credits to the extent related to the services otherwise provided pursuant to this Agreement including, without limitation, information and documentation related to project description, project costs, unit mix, amenities, construction financing and developer experience.

4. **Pre-Construction.** The Developer shall perform all of the following services:

(a) Prepare or obtain an environmental impact assessment of the proposed development.

(b) Choose the products and materials necessary to equip the Project in a manner consistent with its intended use.

(c) If appropriate, prepare pre-qualification criteria for bidders interested in the Project, establish bidding schedules and conduct pre-bid conferences to familiarize bidders with the bidding documents and management techniques with any special systems, materials or methods.

(d) Assist Partnership in dealing with local organizations, adjoining landowners and other parties interested in the development of the project.

(e) Secure all necessary building code and land use approvals.

(f) Select the architect ("*Architect*") and other professional advisors.

(g) Negotiate and cause to be executed in the name of the Partnership, agreements for architectural, engineering, testing or consulting services for the project.

(h) Negotiate and obtain a commitment for construction financing.

(i) Prepare a preliminary critical path schedule.

5. **Plans and Specifications.** The Developer shall perform the following services:

(a) Coordinate the preparation of the plans and specifications (the "Plans and Specs") and recommend alternative solutions whenever design details affect construction feasibility or schedules.

(b) Ensure that the Plans and Specs are in compliance with all applicable codes, laws, ordinances, rules and regulations.

(c) In collaboration with the architect, establish and implement procedures for expediting the processing and approval of shop drawings and samples.

6. **Construction Services.** The Developer shall perform the following services:

(a) Establish and implement appropriate administrative and financial controls for the construction of the project, including, but not limited to:

(i) Coordination and administration of the Architect or engineer, the general contractor and other contractors, professionals and consultants employed in connection with the construction or rehabilitation of the project;

(ii) Administration of any construction contracts on behalf of the Partnership;

(iii) Participation in conferences and the rendering of such advice and assistance as will aid in developing economical, efficient and desirable design and construction procedures;

(iv) The rendering of advice and recommendations as to the selection procedures for and selection of subcontractors and suppliers;

(v) The submission of any suggestions or requests for changes which could in any reasonable manner improve the design, efficiency or cost of the project;

(vi) Applying for and maintaining in full force and effect any and all governmental permits and approvals required for the lawful construction of the project;

(vii) Compliance with all terms and conditions applicable to Partnership or the project contained in any governmental permit or approval required or obtained for the lawful construction of the project, or in any insurance policy affecting or covering the project, or in any surety bond obtained in connection with the project;

(viii) Furnishing such consultation and advice relating to the project as may be reasonably required;

(ix) Keeping the Partnership fully informed on a regular basis of the progress of the design and construction of the project, including the preparation of such reports as are provided for herein or as may reasonably be requested; and

(x) Giving or making Partnership's instructions, requirements, approvals and payments provided for in the agreements with the Architect, general contractor, and other contractors, professionals and consultants retained for the project.

(b) Cause construction of the Project to be performed in a diligent and efficient manner including:

(i) Ensuring all construction is consistent with the Plans and Specs, including any required off-site work;

(ii) General administration and supervision of construction of the Project, including but not limited to activities of subcontractors and their employees and agents, and others employed by the Project in a manner which complies in all respects with the Plans and Specs;

- (iii) Compliance with any and all zoning regulations, county ordinances, including health, fire and safety regulations, and any other requirements of federal, state and local laws, rules, regulations and ordinances applicable to construction of the Project; and
- (iv) Insuring that the Project is constructed free and clear of all mechanics' and materialmen's liens.
- (c) Receive bids, prepare bid analysis and make recommendations to the Partnership for award of contracts or rejection of bids.
- (d) Investigate and recommend a schedule for purchase by the Partnership of all materials and equipment requiring long lead time procurement.
- (e) Coordinate schedule with Architect and expedite and coordinate delivery of purchases.
- (f) Develop and implement a procedure for the review and processing of applications by subcontractors for progress and final payments and monitor disbursement and payment of amounts owed Architects and the subcontractors.
- (g) Record the progress of the Project and submitting written progress reports to the Partnership and Architect, including the percentage of completion and the number and amounts of change orders.
- (h) Keep, or cause to be kept, accounts and cost records as to the construction of the project; assemble and retain all contracts, agreements and other records and data as may be necessary to carry out Developer's functions hereunder.
- (i) Make available to the Partnership, during normal business hours and upon the Partnership's written request, copies of all material contracts and subcontracts.
- (j) Provide, and periodically update, Project construction time schedule which coordinates and integrates Architect's services with construction schedules.
- (k) Coordinate the work of Architect to complete the Project in accordance with the objectives as to cost, time and quality, and provide sufficient personnel at the Project with authority to achieve such objectives.
- (l) Provide a detailed schedule of realistic activity sequences and durations, allocation of labor and materials and processing of shop drawings and samples.
- (m) Provide regular monitoring of the schedule as construction progresses, identify potential variances between scheduled and probable completion dates, review the schedule for work not started or incomplete, recommend to the Partnership adjustments in the schedule to meet the probable completion date, provide summary reports of such monitoring, and document all changes in the schedule.
- (n) Recommend courses of action to the Partnership when requirements of subcontracts are not being fulfilled.

(o) Revise and refine the approved estimate of construction cost, incorporate changes as they occur, and develop cash flow reports and forecasts as needed.

(p) Provide regular monitoring of the approved estimate of construction costs, show actual costs for activities in process and estimates for uncompleted tasks, identify variances between actual and budgeted or estimated costs and advise the Partnership whenever projected costs exceed budgets or estimates.

(q) Develop and implement a system for review and processing of change orders as to construction of the Project.

(r) Deliver to the Partnership a dimensioned as-built survey of the real property (locating only buildings) and as-built drawings of the Project construction.

(s) Obtain an Architect's certificate that the work on the Project is substantially complete, and inspect the Architect's work.

(t) Obtain certificates of occupancy for all of the Residential Units of the Project.

(u) Take all other actions necessary to provide the Partnership with a facility ready for lease to tenants.

(v) Maintain, or cause to be maintained, at its expense, all office and accounting facilities and equipment necessary to adequately perform the foregoing functions.

7. Excluded Services. The Developer shall not be required to perform any of the following services pursuant to this Agreement and, if any such services are performed with the consent of the Partnership, shall be separately compensated therefore as the parties may mutually agree:

(a) Locate, evaluate the suitability of, negotiate the purchase or lease of, or arrange the financing for the site on which the Project is to be located.

(b) Arrange, or negotiate the terms and conditions of, the permanent financing.

(c) Arrange, or negotiate the terms and conditions of, the capital contributions of an investor limited partner in the Partnership.

(d) Perform or assist in the marketing or leasing of units in the Project.

Notwithstanding the foregoing, the Developer shall be obligated to provide information to the Partnership (in the form requested by the Partnership) regarding the status of the construction and the accomplishment of its duties hereunder to the extent necessary or helpful to assist the Partnership or a person retained by it in performing such excluded services.

8. Development Fee. For services provided and to be performed under this Agreement the Partnership agrees to pay the developers a fee (the "*Development Fee*") in the estimated in the aggregate amount of \$1,550,000 (or such greater amount as may be allowable by the Agency and with the Consent of the Investor Limited Partner), as provided in this Paragraph 8. Such fee shall be paid and earned as follows:

(a) Twenty-five percent (25%) of the Development Fee shall be earned as the services described in Paragraph 3, Paragraph 4 and Paragraph 5 are performed. In the event that at the end of any billing or fiscal period, a significant portion (but not all) of such services have been performed, a proportionate amount of such portion of the Development Fee shall be deemed earned.

(b) Twenty-five percent (25%) of the Development Fee shall be earned as the services described in Paragraph 6 are completely are performed.

(c) The balance of the Development Fee shall be deemed earned when the Project is stabilized, and the construction loan converts to permanent financing. The amount payable under this subparagraph (c) shall be reduced on a dollar-for-dollar basis to the extent that the costs of development exceed the development budget agreed upon by the parties prior to the beginning of construction. Notwithstanding the foregoing, such amount shall not be reduced (and may be increased in the discretion of the Partnership) if increases in development costs are due to changes requested by the Partnership or are determined, in the exercise of the reasonable discretion of the Partnership, to have been outside the control of the Developer.

(d) The Development Fee shall be payable at a mutually agreeable time; provided that (i) any portion of the Development Fee not treated as a Deferred Development Fee shall be payable on or before the date of the final capital contribution of the investor limited partner in the Partnership; and (ii) any Deferred Development Fee shall be payable in accordance with the terms of the Partnership Agreement, but in no event later than the date that is twelve (12) years after the completion of the services performed under this Agreement; and (iii) no more than 50% of the Developer Fee shall be paid prior to the conversion of the HOME Construction Loan to a Permanent Loan. A Deferred Development Fee shall mean any portion of the Development Fee so treated as provided in the Partnership Agreement. Any Deferred Development Fee shall be evidenced by a note in the form attached hereto as Exhibit A.

9. **Reimbursement of Partnership Expenses.** In addition to the Development Fee payable herein, the Developer shall receive reimbursement from the Partnership for any costs, fees or expenses paid to third parties and incurred in connection with the construction and development of the project, including, without limitation of the generality of the foregoing, payments of any cash escrows or letters of credit, attorneys fees, accountants fees, or other consulting fees incurred in connection with the project.

10. **Fee Unconditional.** It is expressly understood and agreed by the parties hereto that the Development Fee and the reimbursement of costs incurred by the Developer in connection with the development of the project shall be payable without regard to the income or profits of the Partnership.

11. **Withholding of Fee Payments.** In the event that (i) the Developer shall not have substantially complied with any material provisions under this Agreement or the Partnership Agreement, or (ii) any construction financing commitment, or any agreement entered into by the Partnership for construction financing related to the Project shall have terminated prior to its respective termination date(s), or (iii) foreclosure proceedings shall have been commenced against the Project by a construction lender, then the Developer shall be in default of this Agreement, and the Partnership shall withhold payment of any installment of the fee not yet earned by the Developer. All amounts so withheld by the Partnership shall be promptly released to the Developer only after cures of the default justifying the withholding, as demonstrated by evidence reasonably acceptable to the Partnership.

12. **Right of Offset.** The Partnership shall have the right to offset amounts owed hereunder to the Developer against any obligation of the Developer to the Partnership or its partners, whether such obligation is incurred in its capacity as Developer, general partner, guarantor or otherwise.

13. **Assignment of Fees.** The Developer shall not assign, pledge or otherwise encumber, for security or otherwise, the Development Fee, or any portion(s) thereof or any right(s) of the Developer thereto. Any such assignment, pledge or encumbrance shall be null and void.

14. **Successors and Assigns, Termination.** This Agreement shall be binding on the parties hereto and their heirs, successors, and assigns. However, this Agreement may not be assigned by any party hereto without the consent of all of the partners of the Partnership, nor may it be terminated without the consent of all of the partners of the Partnership; such consent shall not be unreasonably withheld.

15. **Defined Terms.** Capitalized terms used in this Agreement and not specifically defined herein shall have the same meanings assigned to them in the Partnership Agreement.

16. **Severability.** If any one or more of the provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain unimpaired and shall continue in full force and effect.

17. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

18. **No Continuing Waiver.** The waiver by any party or any breach of this Agreement shall not operate or be construed to be a waiver at any subsequent breach.

19. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter as of the date hereof and supersedes all prior understandings, representations, proposals, discussions and negotiations whatsoever, whether oral or written, between the parties hereto.

20. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Development Agreement to be duly executed as of the date first written above.

PARTNERSHIP:

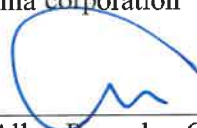
GATEWAY AT CLINTON MILL, LP,
a South Carolina limited partnership

By: Gateway at Clinton Mill GP, LLC,
a South Carolina limited liability company

By: 
Allan Rappuhn, Manager

DEVELOPER:

GATEWAY DEVELOPMENT CORPORATION,
an Alabama corporation

By: 
Allan Rappuhn, Chairman of the Board