PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("**Agreement**") is made and entered into this 5th day of December, 2025 (the "**Effective Date**"), by and between **Judson Mill Ventures LLC**, a South Carolina limited liability company, whose mailing address is PO Box 566, Greenville, NC 27835 (hereafter referred to as the **"Seller"**), and **Taft-Mills Group, LLC** a North Carolina limited liability company, whose mailing address is 631 Dickinson Avenue, Greenville, NC 27834 (hereafter referred to as the **"Buyer"**); and

WHEREAS, the Seller is the owner of that certain real estate parcel consisting of approximately 1.7 acres, more or less, as may be adjusted in accordance herewith; being a portion of Greenville County assigned parcel identification number of 0114001000100; located at Easley Bridge Road in Greenville, SC, as generally depicted in the area outlined in yellow on Exhibit A attached hereto (the "**Property**"); and

WHEREAS, the Seller desires to sell the Property and the Buyer desires to purchase the Property upon and subject to the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the sum of Ten Thousand Dollars and 00/100 Cents ($10,000.00) (the **"Initial Deposit"**), and for the further consideration of the covenants and agreements set forth below, the receipt and the sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Seller shall sell and Buyer shall purchase the Property upon and subject to the terms and conditions of this Agreement.

2. The purchase price for the Property shall be Four Million Five Hundred Thousand Dollars and no/100 Cents ($4,500,000.00) (the **"Purchase Price"**).

3. The Buyer shall deposit with Ellinger & Carr, PLLC (the "**Escrow Agent**") at 2840 Plaza Place, Suite 360, Raleigh, North Carolina, 27612 the Initial Deposit within five (5) business days of the full execution of this Agreement. From the Effective Date until one hundred eighty (180) days after the Effective Date (the "**Study Period**"), Buyer shall have the right to conduct its due diligence with respect to the Property. Buyer shall have the right to terminate this Agreement for any reason by delivering written notice of termination to Seller and Escrow Agent during the Study Period. If Buyer exercises this termination right, within five (5) business days after receiving such a notice of termination, Escrow Agent shall refund the Initial Deposit to Buyer, and Buyer shall provide Seller with copies of all reports, figures, drawings, approvals, or other materials obtained by Buyer during the Study Period for the purpose of purchasing the Property. If this Agreement has not been terminated by Buyer during the Study Period, the Initial Deposit shall become nonrefundable except in the event of Seller default and shall be released to Seller by Escrow Agent.

   Buyer intends to acquire the Property for the development, construction and operation of a multi-story multi-family project with a minimum density of +/- 80 dwelling units

together with a structured parking deck to provide parking sufficient for the tenants of such project and related amenities (the "**Intended Residential Use**").

Within fifteen (15) business days of notification of a final award of Section 42 tax credits ("**Tax Credits**") by the South Carolina State Housing Finance and Development Authority ("**SC Housing**") for the Property, expected on or about February 2027 but subject to the South Carolina 2026 Qualified Allocation Plan, if this Agreement has not been terminated by Buyer, Buyer shall deposit an additional One Hundred Twenty Five Thousand Dollars and 00/100 Cents ($125,000.00) (the "**Second Deposit**") with Escrow Agent. Except in the event of Seller default and except as otherwise expressly provided in this Agreement, the Second Deposit shall be deemed nonrefundable upon payment. The Initial Deposit, Second Deposit, and any Extension Deposit paid pursuant to paragraph 4 below (collectively, the "**Deposits**") shall be credited towards the Purchase Price.

4. Closing shall occur on or before March 31, 2027 (the "**Closing Date**"). Provided Buyer has received notification of an award of Tax Credits for the Property, Buyer may extend the Closing Date beyond March 31, 2027, by one period of three (3) months. In the event Buyer invokes such extension provision, Buyer shall provide Seller evidence of the award of Tax Credits and Buyer shall deposit an additional Thirty Thousand Dollars and 00/Cents ($30,000.00) (an "**Extension Deposit**") with Escrow Agent. The Extension Deposit shall immediately become non-refundable except in the event of Seller default.

5. In no event shall the Closing Date extend beyond June 30, 2027, unless the Property and other property of Seller has not been annexed into the City of Greenville, SC upon terms and conditions acceptable to both Seller and Buyer and unless the existing County of Greenville Planned Development zoning applicable to the Property and other property of Seller has not been amended to permit the Intended Residential Use (including minimum density) of the Property ("**Building Constraint**") that would delay or prohibit Buyer from obtaining the necessary approvals for its Intended Residential Use of the Property. If a Building Constraint is in effect on the Closing Date, the Closing Date shall be extended for a period of ninety (90) days. If the Building Constraint remains in effect beyond such ninety (90) day period, Buyer shall select either to (a) waive the Building Constraint and consummate closing, without reduction to Purchase Price or (b) terminate this Agreement by written notice to Seller, in which case the Deposits will be paid to Seller, and the parties will have no further obligations under this Agreement except those that survive termination of this Agreement.

6. The Deposits shall be disbursed and paid to the Buyer by Escrow Agent at closing and applied towards the Purchase Price and the balance of the Purchase Price shall be paid to Seller at closing by immediately available federal U.S. funds. At closing, the Seller shall deliver a transferable, recordable, limited warranty deed to the Buyer, or its permitted assignee. The limited warranty deed shall be prepared by the Seller. At closing, Buyer and Seller shall enter into that certain Driveway Relocation Agreement in the form attached hereto as Exhibit B

7. Within one hundred twenty (120) days after the Effective Date, Buyer shall obtain a title insurance commitment for the Property. If any exception noted therein is unacceptable to Buyer, Buyer shall notify Seller in writing within thirty (30) days of Buyer's receipt of the title insurance commitment. Seller shall then have 30 calendar days from the notice date (the "Seller Title Cure Period") either to (i) cure such unacceptable exception(s) or (ii) refuse or fail to cure such unacceptable exception(s). If Seller refuses to cure such unacceptable exception(s) within the Seller Title Cure Period or fails to provide evidence to Buyer of such cure acceptable to Buyer within the Seller Title Cure Period, then Buyer, as Buyer's sole rights in such event, shall have the right either to (i) terminate this Agreement by written notice to Seller and Escrow Agent within ten (10) days of expiration of the Seller Title Cure Period whereupon the Initial Deposit shall be returned to Buyer and the parties shall have no further obligations under this Agreement except for any indemnity obligations set forth in this Agreement that survive any termination of this Agreement or (ii) waive such unacceptable exception(s) without any reduction in the Purchase Price. In such event and if Buyer fails to exercise such termination right within ten (10) days of expiration of the Seller Title Cure Period, Buyer shall be deemed to have waived such unacceptable exception(s) and such unacceptable exception(s) shall then be deemed permitted exception(s)

The final acreage of the Property shall be subject to (i) the mutual agreement of the parties taking into account the survey of the Property, and (ii) shall be sufficient to build no less than 80 multi-family dwelling units. Any mutually agreed upon adjustment to the acreage to meet this requirement shall not result in an adjustment of the Purchase Price. Buyer, at Buyer's expense, shall within thirty (30) days after the Effective Date place an order with a surveyor or engineer licensed in the State of South Carolina to prepare an accurate survey of the Property (the "Survey") and shall deliver a draft of same to Seller within ninety (90) days after the Effective Date. Within ten (10) days after delivery of the Survey, Seller shall deliver to Buyer any reasonable objection to the boundary lines shown on the Survey in which case Buyer and Seller shall exercise good faith efforts to agree on the final boundary lines for the Property.

Provided Buyer and Seller have agreed upon the final boundary lines of the Property as shown on the Survey (or if Seller fails to deliver any objection to the boundary lines during the ten (10) day period set forth above), Buyer shall deliver a preliminary subdivision plat prepared by a licensed surveyor to Seller for review and approval promptly within one hundred eight (180) days after the Effective Date. Within ten (10) days after delivery by Buyer of the preliminary subdivision plat, Seller shall object or approve the plat. Once the plat has been approved or deemed approved by Seller (the "Plat"), Seller shall execute the Plat and any necessary applications required for approval of the Plat, and Buyer shall submit the Plat and applications for approval with the applicable governmental authorities and use diligent good faith efforts to obtain such approval and subdivision of the Property at Buyer's sole cost and expense. Seller agrees to work with Buyer to enable Buyer to record a copy of the

Plat prior to closing; provided, however, that if the closing does not occur for any reason other than a Seller default, Buyer shall use reasonable efforts to remove, and pay all costs associated with such removal of, the Plat from the public record commencing within five (5) days following the date on which the closing had been scheduled and thereafter proceeding with reasonable and diligent efforts. If the Plat is not approved for recordation prior to closing, or if compliance with any subdivision ordinance or other legal requirement results in a reduction of the area of the Property that will materially adversely inhibit the ability for the Property to be used for the construction and operation of the Intended Residential Use, then Buyer shall have the right to terminate this Agreement by delivering written notice to Seller on or before the Closing Date, in which event the Initial Deposit shall be paid to Seller and the remaining Deposits held be Escrow Agent shall be paid to Buyer, and this Agreement shall terminate, except for any obligations set forth in this Agreement that specifically survive any termination of this Agreement.

8. Prior to closing, Buyer may re-examine title to the Property and deliver to Seller any title objections which are recorded or indexed subsequent to the effective date of the title insurance commitment (a "**Subsequent Title Defect**"). If a Subsequent Title Defect arises, Buyer shall notify Seller in writing and Seller shall then have thirty (30) calendar days from the notice date to cure such Subsequent Title Defect, but in any event Seller shall cure such Subsequent Title Defect prior to closing. Failure to cure a Subsequent Title Defect shall constitute a Seller default and Buyer shall have the rights described in paragraph 18 below.

The Property shall be conveyed subject to that certain Master Declaration of Protective Covenants, Restrictions and Easements for Judson Mill Development, recorded on August 9, 2019 in the records of the Greenville County Register of Deeds in Deed Book 2572 at Page 4900, as amended (the "**Master Declaration**"). At or prior to closing, the Property shall be designated as a Building Site (as such term is defined in the Master Declaration) and a Declaration of Building Site Covenant, Conditions and Restrictions for a Building Site of Judson Mill Development (a "**Building Site Declaration**") shall be recorded in the records of the Greenville County Register of Deeds substantially in the form of the Building Site Declaration for Building Site 3 recorded on May 23, 2024 in the records of the Greenville County Register of Deeds in Deed Book 2729 at Page 1169.

9. Buyer's obligation to purchase the Property shall be subject to and contingent upon satisfaction to Buyer, at Buyer's sole cost and expense and in Buyer's sole reasonable discretion of the following contingencies (the "**Buyer Contingencies**"):

   a. Buyer determining that it can obtain all governmental approvals necessary or desirable, including annexation into the City of Greenville, SC or an approved amendment to Greenville County's Planned Development zoning ordinance applicable to the Property, for the construction of the Intended Residential Use.

   b. Buyer determining that the Property is in compliance with its lender and investor environmental requirements.

c. Buyer completing due diligence on the site and market review to its satisfaction.

d. Buyer determining that development of the Property for Buyer's intended use is economically feasible.

e. Buyer obtaining a final reservation of Tax Credits from SC Housing.

10. The Buyer shall have the sole and absolute right to terminate this Agreement by written notice to Seller and any Deposits refundable at the time of termination shall be returned to Buyer. Seller shall retain any nonrefundable Deposits paid up to the time of termination. If closing occurs, any unsatisfied Buyer Contingencies set forth in Sections 9a and 9e shall automatically be deemed waived by Buyer. Upon any such termination of this Agreement by Buyer under this Section 10, Buyer shall deliver all of its due diligence materials to Seller at no cost to Seller whereupon such due diligence materials shall become the property of Seller.

11. It is understood and agreed that during the contract period for the Property the Buyer and its designees shall have the right to enter the Property to conduct environmental tests, soils tests, or any other such investigation as deemed necessary by the Buyer all at Buyer's sole discretion and expense. The Buyer shall provide twenty-four hours prior notice to Seller of the proposed entry. The Buyer will indemnify and hold harmless the Seller from any claims, damages or causes of action which might occur as a result of the Buyer's activities on the Property and the Buyer shall restore the Property to the condition existing before said test or investigations were conducted. Within fifteen (15) days of the date of this Agreement, Seller will give Buyer or make available to Buyer copies of any relevant materials in its possession relating to the Property, including but not limited to title reports and policies, soils reports, environmental studies, engineering studies, surveys, site plans, engineering drawings, site approvals, agreements with governmental authorities, and agreements with any third party relating to the Property.

12. Buyer and Seller will work together to pursue the necessary approvals that will enable the development of the Property. The necessary approvals include but are not limited to the Tax Credits, zoning, variances, water, sewer, site plan approval, public works agreements, record plat, grading permits, building permits, financing, subdivision, and other approvals as necessary (the "**Approvals**"). Seller has a longstanding relationship with the local municipality and will assist Buyer in obtaining any Approvals from governmental authorities, including but not limited to, applying for zoning and annexation approval and signing applications and plats reasonably acceptable to Seller.

13. Notices under this Agreement may be given by mail, e-mail, overnight mail, or personal delivery. Any notice that is actually received shall be effective regardless of the manner in which it is sent or delivered. Seller's address for notice purposes is:

Judson Mill Ventures LLC
PO Box 566

Greenville, NC
Attn: Tom Taft
Email: ttaftoffice@tfonc.com

With copies to:

Belmont Sayre Holdings, LLC
P.O. Box 1622
Carrboro, NC 27510
Attn: Ken Reiter
Email: kreiter@belmontsayre.com

With copies to:

Madrock Holdings, LLC
102 Stratford Drive
Chapel Hill, NC 27516
Attn: Matt Springer
Email: mattspringer.mra@gmail.com

Buyer's address for notice purposes is:

Taft-Mills Group, LLC
631 Dickinson Avenue
Greenville, NC 27834
Attn: Dustin Mills

Email: dustin@taftmillsgroup.com

With a copy to:

Ellinger & Carr, PLLC
2840 Plaza Place, Suite 360
Raleigh, NC 27612
Attn: Sarah Goodin
Email: sgoodin@ellingercarr.com

14. This Agreement shall not be assignable by Buyer without Seller's prior written consent; provided, however, Buyer may assign its interest in this Agreement without Seller's prior written consent to an affiliate of Buyer under common control of ownership and in such event Buyer shall provide Seller with a copy of any such assignment. Any assignment shall not affect any of the terms or conditions of this Agreement.

15. At closing, Seller shall pay the cost of deed preparation, all revenue stamps, and any rollback or deferred taxes applicable to the Property. The Buyer shall pay the cost of an owner's title insurance policy in the full amount of the Purchase Price and any

mortgage recordation expense. At closing, the real estate taxes and all other ad valorem taxes, if any, with respect to the Property will be prorated.

16. The parties recognize and acknowledge that neither the Buyer nor Seller is represented by a real estate broker and that no commissions are due to any brokers related to this transaction.

17. If Buyer shall fail to complete closing in accordance with the terms of this Agreement, then, as Seller's sole and exclusive remedy, Seller shall be entitled to retain the Deposits that have become non-refundable as liquidated and agreed upon damages for the losses and injuries which Seller shall have sustained and suffered as a result of Buyer's failure to complete closing, and, thereupon, this Agreement shall be terminated and Buyer and Seller shall be released of any further liability.

18. If Seller fails or refuses to deliver the deed or otherwise defaults under this Agreement, then Buyer shall have, as Buyer's sole remedies, the options of either: (i) terminating this Agreement and receiving the return of the Deposits as well as compensation for all actual, verifiable expenses incurred by Buyer in anticipation of the development of the Property (including but not limited to reports, figures, drawings, and approvals obtained by the Buyer for the Property and all other due diligence costs and tax credit application fees); or (ii) suing Seller for specific performance.

19. In the event any date described in this Agreement relative to the performance of actions hereunder by Buyer or Seller falls on a Saturday, Sunday or legal holiday, such date shall be deemed postponed until the next business day thereafter.

20. This Agreement contains the entire agreement between the parties relating to the acquisition of the Property. All prior negotiations between the parties with respect thereto are merged in this Agreement and there are no promises, agreements, conditions, warranties or representations between them with respect to the transaction contemplated herein, other than as herein set forth.

21. Seller and Buyer waive any right to sue the other for any incidental, special, consequential, punitive, or exemplary damages for matters arising under this Agreement.

[END OF DOCUMENT – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first stated above.

SELLER:

Judson Mill Ventures LLC
a South Carolina limited liability company

By: Judson Mill Manager, LLC
Its: Manager

By: Taft Judson Mill, LLC
Its: Manager

By: _____
Name: Thomas F. Taft, Sr.
Title: Manager

By: Belmont Sayre, LLC
Its: Manager

By: _____
Name: Kenneth Reiter
Title: Manager

BUYER:

Taft-Mills Group, LLC
a North Carolina limited liability company

By: _____
Name: Dustin T. Mills
Its: President

Exhibit A

Depiction of the Property

Mill House One SC LLC
4TH

Zoom to

Community Info | Property Report
Property Card | Estimated Taxes
Ownership History
Assessment History | Map Links
Oblique Photos

PIN / Tax Map #	011500300500
Owner Name	Mill House One SC LLC
Owner Name 2	
Mailing Address	887 W Rockrose Way
City	Chandler
State	AZ
Zip Code	85248
In Care Of	
Previous Owner	Landreth Tammy A
Deed Date	9/6/2016
Deed Book	2495
Deed Page	4121
Plat Book	K
Plat Page	25
Tax District	235
Market Area	000825
Jurisdiction	1
Land Use	1100
Legal Description	28,SEC2
Subdivision	Judson Mill Village
Site Address Number	7
Site Address Street	4TH
Sale Price	$0
Fair Market Value	$154,600
Taxable Market Value	$66,370
Taxes	$1,619.89
Date Taxes Paid	12/12/2025
Estimated Acres	0
Square Feet	1551
Number of Bedrooms	2



Exhibit B

Form of Driveway Relocation Agreement

NOTICE: THIS AGREEMENT CONTAINS A BINDING, IRREVOCABLE AGREEMENT TO ARBITRATE AND IS SUBJECT TO ARBITRATION, PURSUANT TO S.C. CODE ANN. §§15-48-10 ET. SEQ., AS AMENDED, AND BY FULL EXECUTION OF THIS AGREEMENT, THE PARTIES TO THIS AGREEMENT ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE ARBITRATION PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY SOUTH CAROLINA LAW AND ARE GIVING UP ANY RIGHTS EACH MAY POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL.

DRIVEWAY RELOCATION AGREEMENT

This DRIVEWAY RELOCATION AGREEMENT (the "**Agreement**") is entered into as of the ____ day of_____, 202___ (the "**Effective Date**"), by and between Judson Mill Ventures, LLC, a South Carolina limited liability company ("**Judson**") and _____ LLC, a _____ limited liability company ("**Taft**"). In this Agreement, the foregoing parties are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Taft holds fee simple title to a parcel of land containing approximately 1.7 acres, in Greenville County, South Carolina more particularly described on and labeled as Taft Property (the "**Taft Property**") on the site plan attached hereto as **Schedule 1** (the "**Site Plan**").

B. Judson holds fee simple title to that parcel of land in Greenville County, South Carolina more particularly described and labeled as Judson Property on the Site Plan (the "**Judson Property**").

C. The Taft Property and the Judson Property are collectively referred to in this Agreement as the "**Property**".

D. Taft intends to develop the Taft Property for multi-family residential purposes with related amenities.

E. Taft and Judson desire to enter into this Agreement in order to address the relocation of two (2) driveways as depicted upon completion of such relocation as shown as Driveway #1 and Driveway #2 on the Site Plan (the "**Driveways**").

AGREEMENT

NOW, THEREFORE, in consideration of the conditions, covenants and promises contained in this Agreement, and other valuable consideration, the receipt, sufficiency and validity of which are acknowledged, the Parties agree as follows:

1. Relocation and Construction of Driveways.

(a) Judson will secure approval from Greenville County or the City of Greenville approvals to relocate the Driveways as shown on the Site Plan in accordance with design standards and plans prepared by an engineer engaged by Judson (the "**Driveway Work**").

(b) Judson agrees to hire a licensed contractor to commence the Driveway Work no later than 60 days following issuance by Greenville County or the City of Greenville of all necessary permits and approvals for the Driveway Work and to engage such contractor to complete the Driveway Work no later than _____(___) days after the Effective Date of this Agreement (the "**Completion Date**"). If the Driveway Work is not completed by the Completion Date and such failure to complete the Driveway Work is not cured within thirty (30) days after notice is given by Taft to Judson, Taft shall have the right to hire a contractor to complete the Driveway Work.

(c) The Driveways constructed pursuant to this Agreement shall remain private driveways or private roads and shall not be dedicated to a governmental entity as public roads. The Driveways, as relocated and constructed, will be part of the Common Areas benefiting the Property and the other properties in the Judson Mill Development.

2. Allocation of Costs for Driveway Work. Taft and Judson each agree and acknowledge that Judson will be responsible for _____ percent (_____%) of the costs of the Driveway Work, including engineering costs (the "**Driveway Work Costs**") and that Taft will be responsible for _____ percent (_____%) of the Driveway Work Costs.

3. Accounting.

(a) Judson agrees to keep a reasonably detailed accounting of all out-of-pocket costs and fees, including legal, engineering and other design fees (but excluding any in-house staff time), any agreements, invoices and other documentation as Judson deems to be relevant, to allow the actual costs for the Driveway Work to be calculated, which accounting shall be made available for review (upon prior reasonable notice) by Taft. Judson shall deliver to Taft a final accounting of the Driveway Work Costs.

(b) Taft and Judson each shall pay for their proportionate share of the Driveway Work Costs as and when due pursuant to the terms of the engineering and construction contracts for the Driveway Work.

4. Default and Remedies.

(a) Events of Default. An "**Event of Default**" shall occur upon (i) the failure of any party to perform any obligation, act or acts required of that party by the provisions of this Agreement, or a violation or a breach of any of the terms or provisions of this Agreement by such party. However, an Event of Default shall not be deemed to have occurred until expiration of the following applicable time periods: (A) five (5) days after such party's receipt of written notice thereof from the non-defaulting party, if such default is a monetary default, or ten (10) days after such party's receipt of written notice thereof from the non-defaulting party, if such default is a nonmonetary default; or (B) if a nonmonetary default cannot reasonably and with due diligence and in good faith be cured within said ten (10) day period, and if such party commences such cure within five (5) days after its receipt of written notice and diligently proceeds to complete the cure of such default with due diligence and in good faith, then the ten (10) day period with respect to such default shall be extended to include such additional period of time as may be reasonably necessary to cure such default, not to exceed thirty (30) additional days after expiration of such ten (10) day period.

(b) Remedies on Default. Upon the occurrence of an Event of Default by any Party, the non-defaulting Party shall have all the rights and remedies available at law and equity and may institute legal proceeding against the defaulting Party with respect to any damages or losses incurred by the non-defaulting Party; provided, each party hereby expressly waives any right to seek recovery of, or recover, any exemplary, punitive, special, indirect, consequential or other monetary damages of any kind (other than actual damages). If either Party fails to make any payment required to be made under this Agreement on a timely basis, such non-paying Party will pay interest on the amount or value thereof at a rate of interest equal to eighteen percent (18%) per annum. Additionally and as part of the available remedies, in the Event of a Default, a non-defaulting Party shall have the right to cure any such breach by the other Party through self-help and in the event a non-defaulting Party to this Agreement exercises any self-help remedies, the defaulting Party, within thirty (30) days after being invoiced for same by the non-defaulting Party, shall reimburse such Party the out of pocket costs incurred by a Party in curing such breach and shall pay such non-defaulting Party a non-performance fee equal to five percent (5%) of such out of pocket costs.

5. Notices. Notices under this Agreement may be given by mail, e-mail, overnight mail, or personal delivery. Any notice that is actually received shall be effective regardless of the manner in which it is sent or delivered. Seller's address for notice purposes is:

Judson Mill Ventures LLC
PO Box 566
Greenville, NC
Attn: Tom Taft
Email: ttaftoffice@tfonc.com

With copies to:

Belmont Sayre Holdings, LLC
P.O. Box 1622
Carrboro, NC 27510
Attn: Ken Reiter
Email: kreiter@belmontsayre.com

With copies to:

Madrock Holdings, LLC
102 Stratford Drive
Chapel Hill, NC 27516
Attn: Matt Springer
Email: mattspringer.mra@gmail.com

Buyer's address for notice purposes is:

Taft-Mills Group, LLC
631 Dickinson Avenue
Greenville, NC 27834
Attn: _____
Email: _____

6. Further Acts. Taft and Judson shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

7. Termination. This Agreement shall continue and remain in full force and effect until; (i) completion of the Driveway Work; and (ii) payment of all amounts due under this Agreement, at which point this Agreement shall automatically terminate except for provisions hereof that expressly survive termination or that by their terms are intended to survive termination.

8. Final Agreement. This Agreement represents the complete agreement concerning the subject matter hereof and the terms and conditions set forth herein supersede all prior understandings and agreements, written or oral, with respect to such subject matter.

9. Binding Effect. All provisions of this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

10. Governing Law. This Agreement is entered into in the State of South Carolina and shall be governed by and construed under the laws of South Carolina. All costs and expenses (including reasonable attorneys' fees and court costs), if any, of any suit or proceeding by either

of the parties to enforce this Agreement shall be assessed against and born by the non-prevailing party.

11. Counterparts. This Agreement may be executed and delivered in multiple counterparts and each counterpart so delivered which bears the original signature of a party hereto shall be binding as to such party, and all counterparts together shall constitute one original and the same instrument. Facsimile, PDF or other electronic signature shall be deemed to be original signatures for all purposes.

12. Dispute Resolution. In the event there is an objection or dispute between Judson and Taft arising under this Agreement (collectively "**Dispute**"), such Dispute shall be resolved in the following manner ("**Dispute Resolution Process**"): If Judson or Taft believes that a Dispute exists, the party shall notify, in writing, the other party or parties involved in the Dispute, which notice (a "**Dispute Notice**") shall identify the nature of the Dispute and the remedy such party seeks. The parties shall meet and attempt in good faith to resolve to their mutual satisfaction any Dispute made in writing as promptly as possible, and in any event, within ten (10) calendar days following the date that a Dispute Notice is received. If the parties are unable to resolve the Dispute with such ten (10) day period, the disputing parties, on or before the date that is fifteen (15) days after the Dispute Notice is sent, shall mutually agree upon an arbitrator to arbitrate the Dispute. If the disputing parties cannot agree on an arbitrator, they shall each, on or before the date that is five (5) days after the Dispute Notice was sent, select an arbitrator and those arbitrators, within fifteen (15) days after the Dispute Notice was sent, shall select an arbitrator (that has not provided significant services to a disputing party with respect to the Property) reasonably mutually acceptable to those arbitrators to act as the single arbitrator of the Dispute. Each disputing party, within ten (10) days after mutually agreeing upon the arbitrator or within ten (10) days after receipt of written notice identifying the selection of the arbitrator, shall submit in writing its proposed solution to the Dispute to the arbitrator which shall remain the position of such party throughout the arbitration process. The arbitrator must select one of the submitted alternatives. The arbitrator may (but shall not be so obligated) require the disputing parties to attend a hearing at which each disputing party can present its position. The arbitrator shall determine the rules of the arbitration with a preference for whatever choice will assist in resolving the issue in the shortest reasonable time. The decision of the arbitrator shall be final and binding. The non-prevailing party shall be responsible for the costs of the arbitration and shall reimburse the prevailing party for the prevailing party's legal fees.

[Signatures begin on following page]

This Driveway Relocation Agreement is executed effective as of the Effective Date, which is the later of the dates this Driveway Relocation Agreement is executed by Taft and Judson as indicated below, and which later date shall be inserted on page 1 of this Agreement as the Effective Date.

TAFT:

Taft-Mills Group, LLC
a North Carolina limited liability company

By: _____
Name: Dustin T. Mills
Its: President

Date: _____

Judson

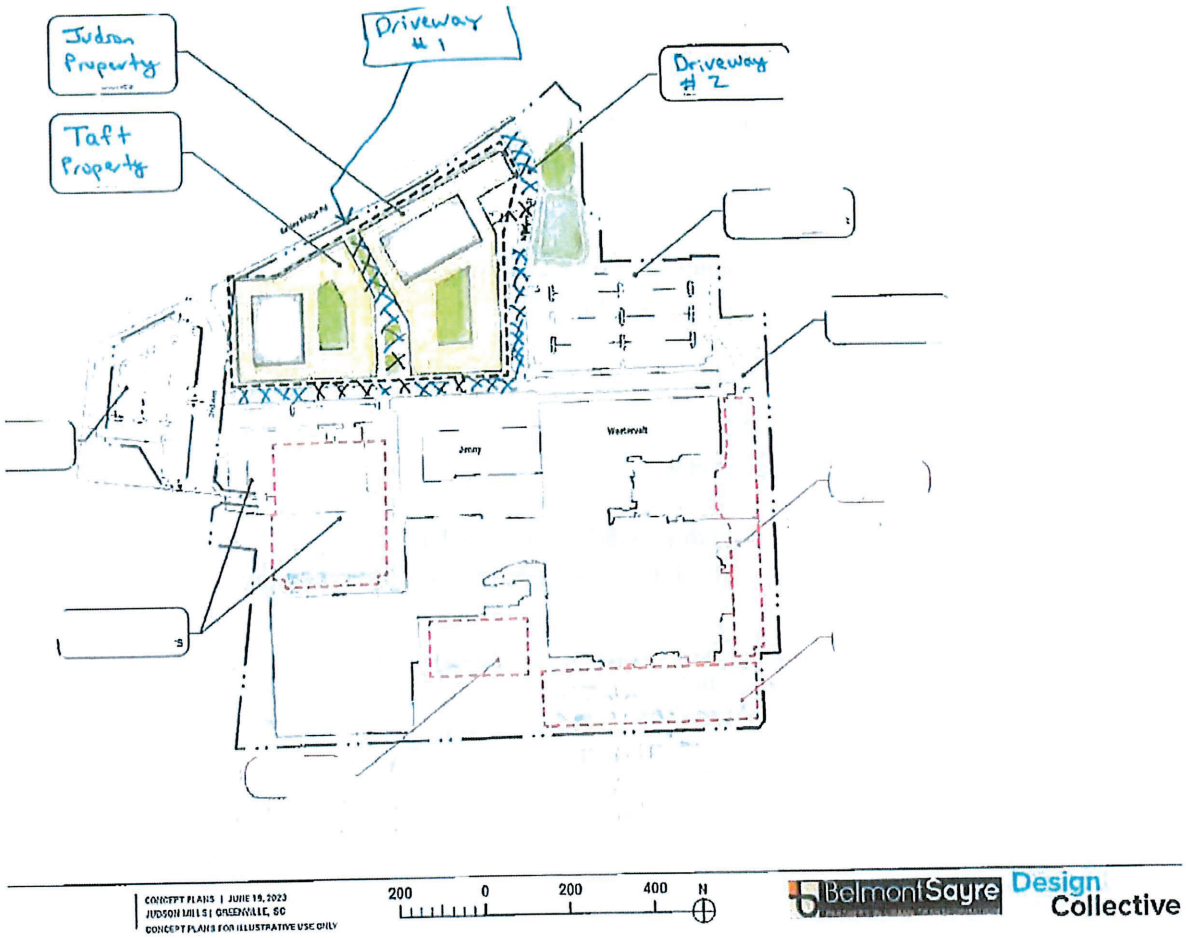
Judson Mill Ventures LLC
a South Carolina limited liability company

By: _____
Name: _____
Title: _____

Date: _____

Schedule 1

Site Plan



MN:202538920.1

AMENDMENT TO
PURCHASE AGREEMENT

THIS AMENDMENT TO PURCHASE AGREEMENT (this "Amendment") is entered into as of the 13th day of May, 2026, by and between Judson Mill Ventures LLC, a South Carolina limited liability company ("Seller"), and Taft-Mills Group, LLC, a North Carolina limited liability company ("Buyer").

RECITALS

WHEREAS, Seller and Buyer executed that certain Purchase Agreement with an Effective Date of December 5, 2025, (the "Purchase Agreement") for the purchase and sale of certain real property located in Greenville, South Carolina, as more particularly described in the Purchase Agreement attached hereto as Exhibit A.

WHEREAS, Seller and Buyer wish to amend the Purchase Agreement to increase the acreage of the Property to be purchased and to revise Exhibit A attached to the Purchase Agreement.

NOW, THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Purchase Agreement as follows:

1. Buyer and Seller agree that the Property shall include an approximately 3.13 acre portion of Greenville County assigned parcel identification number 011400100100.

2. Exhibit A attached to the Purchase Agreement is hereby replaced with the Property depiction attached hereto as Exhibit B, and the Driveway Relocation Agreement attached as Exhibit B to the Purchase Agreement is hereby rendered null and void and rescinded.

3. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement binding on all the parties.

4. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

5. It is expressly understood and agreed that, except for as set forth in this Amendment, the Purchase Agreement and all and singular of the terms and conditions thereof, shall be and remain in full force and effect and unmodified hereby.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first stated above.

SELLER:

Judson Mill Ventures LLC
a South Carolina limited liability company

By: Judson Mill Manager, LLC
Its: Manager

By: _____
Name: Thomas F. Taft, Sr.
Title: Manager

By: Belmont Sayre, LLC
Its: Manager

By: _____
Name: Kenneth Reiter
Title: Manager

BUYER:

Taft-Mills Group, LLC
a North Carolina limited liability company

By: _____
Name: Dustin T. Mills
Its: Manager

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first stated above.

SELLER:

Judson Mill Ventures LLC
a South Carolina limited liability company

By: Judson Mill Manager, LLC
Its: Manager

By: _____
Name: Thomas F. Taft, Sr.
Title: Manager

By: Belmont Sayre, LLC
Its: Manager

By: _____
Name: Kenneth Reiter
Title: Manager

BUYER:

Taft-Mills Group, LLC
a North Carolina limited liability company

By:_____
Name: Dustin T. Mills
Its: Manager

EXHIBIT A

(Purchase Agreement)

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("**Agreement**") is made and entered into this 5th day of December, 2025 (the "**Effective Date**"), by and between **Judson Mill Ventures LLC**, a South Carolina limited liability company, whose mailing address is PO Box 566, Greenville, NC 27835 (hereafter referred to as the **"Seller"**), and **Taft-Mills Group, LLC** a North Carolina limited liability company, whose mailing address is 631 Dickinson Avenue, Greenville, NC 27834 (hereafter referred to as the **"Buyer"**); and

WHEREAS, the Seller is the owner of that certain real estate parcel consisting of approximately 1.7 acres, more or less, as may be adjusted in accordance herewith; being a portion of Greenville County assigned parcel identification number of 0114001000100; located at Easley Bridge Road in Greenville, SC, as generally depicted in the area outlined in yellow on Exhibit A attached hereto (the "**Property**"); and

WHEREAS, the Seller desires to sell the Property and the Buyer desires to purchase the Property upon and subject to the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the sum of Ten Thousand Dollars and 00/100 Cents ($10,000.00) (the **"Initial Deposit"**), and for the further consideration of the covenants and agreements set forth below, the receipt and the sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Seller shall sell and Buyer shall purchase the Property upon and subject to the terms and conditions of this Agreement.

2. The purchase price for the Property shall be Four Million Five Hundred Thousand Dollars and no/100 Cents ($4,500,000.00) (the **"Purchase Price"**).

3. The Buyer shall deposit with Ellinger & Carr, PLLC (the "**Escrow Agent**") at 2840 Plaza Place, Suite 360, Raleigh, North Carolina, 27612 the Initial Deposit within five (5) business days of the full execution of this Agreement. From the Effective Date until one hundred eighty (180) days after the Effective Date (the "**Study Period**"), Buyer shall have the right to conduct its due diligence with respect to the Property. Buyer shall have the right to terminate this Agreement for any reason by delivering written notice of termination to Seller and Escrow Agent during the Study Period. If Buyer exercises this termination right, within five (5) business days after receiving such a notice of termination, Escrow Agent shall refund the Initial Deposit to Buyer, and Buyer shall provide Seller with copies of all reports, figures, drawings, approvals, or other materials obtained by Buyer during the Study Period for the purpose of purchasing the Property. If this Agreement has not been terminated by Buyer during the Study Period, the Initial Deposit shall become nonrefundable except in the event of Seller default and shall be released to Seller by Escrow Agent.

   Buyer intends to acquire the Property for the development, construction and operation of a multi-story multi-family project with a minimum density of +/- 80 dwelling units

together with a structured parking deck to provide parking sufficient for the tenants of such project and related amenities (the "**Intended Residential Use**").

Within fifteen (15) business days of notification of a final award of Section 42 tax credits ("**Tax Credits**") by the South Carolina State Housing Finance and Development Authority ("**SC Housing**") for the Property, expected on or about February 2027 but subject to the South Carolina 2026 Qualified Allocation Plan, if this Agreement has not been terminated by Buyer, Buyer shall deposit an additional One Hundred Twenty Five Thousand Dollars and 00/100 Cents ($125,000.00) (the "**Second Deposit**") with Escrow Agent. Except in the event of Seller default and except as otherwise expressly provided in this Agreement, the Second Deposit shall be deemed nonrefundable upon payment. The Initial Deposit, Second Deposit, and any Extension Deposit paid pursuant to paragraph 4 below (collectively, the "**Deposits**") shall be credited towards the Purchase Price.

4. Closing shall occur on or before March 31, 2027 (the "**Closing Date**"). Provided Buyer has received notification of an award of Tax Credits for the Property, Buyer may extend the Closing Date beyond March 31, 2027, by one period of three (3) months. In the event Buyer invokes such extension provision, Buyer shall provide Seller evidence of the award of Tax Credits and Buyer shall deposit an additional Thirty Thousand Dollars and 00/Cents ($30,000.00) (an "**Extension Deposit**") with Escrow Agent. The Extension Deposit shall immediately become non-refundable except in the event of Seller default.

5. In no event shall the Closing Date extend beyond June 30, 2027, unless the Property and other property of Seller has not been annexed into the City of Greenville, SC upon terms and conditions acceptable to both Seller and Buyer and unless the existing County of Greenville Planned Development zoning applicable to the Property and other property of Seller has not been amended to permit the Intended Residential Use (including minimum density) of the Property ("**Building Constraint**") that would delay or prohibit Buyer from obtaining the necessary approvals for its Intended Residential Use of the Property. If a Building Constraint is in effect on the Closing Date, the Closing Date shall be extended for a period of ninety (90) days. If the Building Constraint remains in effect beyond such ninety (90) day period, Buyer shall select either to (a) waive the Building Constraint and consummate closing, without reduction to Purchase Price or (b) terminate this Agreement by written notice to Seller, in which case the Deposits will be paid to Seller, and the parties will have no further obligations under this Agreement except those that survive termination of this Agreement.

6. The Deposits shall be disbursed and paid to the Buyer by Escrow Agent at closing and applied towards the Purchase Price and the balance of the Purchase Price shall be paid to Seller at closing by immediately available federal U.S. funds. At closing, the Seller shall deliver a transferable, recordable, limited warranty deed to the Buyer, or its permitted assignee. The limited warranty deed shall be prepared by the Seller. At closing, Buyer and Seller shall enter into that certain Driveway Relocation Agreement in the form attached hereto as Exhibit B

7. Within one hundred twenty (120) days after the Effective Date, Buyer shall obtain a title insurance commitment for the Property. If any exception noted therein is unacceptable to Buyer, Buyer shall notify Seller in writing within thirty (30) days of Buyer's receipt of the title insurance commitment. Seller shall then have 30 calendar days from the notice date (the "Seller Title Cure Period") either to (i) cure such unacceptable exception(s) or (ii) refuse or fail to cure such unacceptable exception(s). If Seller refuses to cure such unacceptable exception(s) within the Seller Title Cure Period or fails to provide evidence to Buyer of such cure acceptable to Buyer within the Seller Title Cure Period, then Buyer, as Buyer's sole rights in such event, shall have the right either to (i) terminate this Agreement by written notice to Seller and Escrow Agent within ten (10) days of expiration of the Seller Title Cure Period whereupon the Initial Deposit shall be returned to Buyer and the parties shall have no further obligations under this Agreement except for any indemnity obligations set forth in this Agreement that survive any termination of this Agreement or (ii) waive such unacceptable exception(s) without any reduction in the Purchase Price. In such event and if Buyer fails to exercise such termination right within ten (10) days of expiration of the Seller Title Cure Period, Buyer shall be deemed to have waived such unacceptable exception(s) and such unacceptable exception(s) shall then be deemed permitted exception(s)

The final acreage of the Property shall be subject to (i) the mutual agreement of the parties taking into account the survey of the Property, and (ii) shall be sufficient to build no less than 80 multi-family dwelling units. Any mutually agreed upon adjustment to the acreage to meet this requirement shall not result in an adjustment of the Purchase Price. Buyer, at Buyer's expense, shall within thirty (30) days after the Effective Date place an order with a surveyor or engineer licensed in the State of South Carolina to prepare an accurate survey of the Property (the "Survey") and shall deliver a draft of same to Seller within ninety (90) days after the Effective Date. Within ten (10) days after delivery of the Survey, Seller shall deliver to Buyer any reasonable objection to the boundary lines shown on the Survey in which case Buyer and Seller shall exercise good faith efforts to agree on the final boundary lines for the Property.

Provided Buyer and Seller have agreed upon the final boundary lines of the Property as shown on the Survey (or if Seller fails to deliver any objection to the boundary lines during the ten (10) day period set forth above), Buyer shall deliver a preliminary subdivision plat prepared by a licensed surveyor to Seller for review and approval promptly within one hundred eight (180) days after the Effective Date. Within ten (10) days after delivery by Buyer of the preliminary subdivision plat, Seller shall object or approve the plat. Once the plat has been approved or deemed approved by Seller (the "Plat"), Seller shall execute the Plat and any necessary applications required for approval of the Plat, and Buyer shall submit the Plat and applications for approval with the applicable governmental authorities and use diligent good faith efforts to obtain such approval and subdivision of the Property at Buyer's sole cost and expense. Seller agrees to work with Buyer to enable Buyer to record a copy of the

Plat prior to closing; provided, however, that if the closing does not occur for any reason other than a Seller default, Buyer shall use reasonable efforts to remove, and pay all costs associated with such removal of, the Plat from the public record commencing within five (5) days following the date on which the closing had been scheduled and thereafter proceeding with reasonable and diligent efforts. If the Plat is not approved for recordation prior to closing, or if compliance with any subdivision ordinance or other legal requirement results in a reduction of the area of the Property that will materially adversely inhibit the ability for the Property to be used for the construction and operation of the Intended Residential Use, then Buyer shall have the right to terminate this Agreement by delivering written notice to Seller on or before the Closing Date, in which event the Initial Deposit shall be paid to Seller and the remaining Deposits held be Escrow Agent shall be paid to Buyer, and this Agreement shall terminate, except for any obligations set forth in this Agreement that specifically survive any termination of this Agreement.

8. Prior to closing, Buyer may re-examine title to the Property and deliver to Seller any title objections which are recorded or indexed subsequent to the effective date of the title insurance commitment (a "**Subsequent Title Defect**"). If a Subsequent Title Defect arises, Buyer shall notify Seller in writing and Seller shall then have thirty (30) calendar days from the notice date to cure such Subsequent Title Defect, but in any event Seller shall cure such Subsequent Title Defect prior to closing. Failure to cure a Subsequent Title Defect shall constitute a Seller default and Buyer shall have the rights described in paragraph 18 below.

The Property shall be conveyed subject to that certain Master Declaration of Protective Covenants, Restrictions and Easements for Judson Mill Development, recorded on August 9, 2019 in the records of the Greenville County Register of Deeds in Deed Book 2572 at Page 4900, as amended (the "**Master Declaration**"). At or prior to closing, the Property shall be designated as a Building Site (as such term is defined in the Master Declaration) and a Declaration of Building Site Covenant, Conditions and Restrictions for a Building Site of Judson Mill Development (a "**Building Site Declaration**") shall be recorded in the records of the Greenville County Register of Deeds substantially in the form of the Building Site Declaration for Building Site 3 recorded on May 23, 2024 in the records of the Greenville County Register of Deeds in Deed Book 2729 at Page 1169.

9. Buyer's obligation to purchase the Property shall be subject to and contingent upon satisfaction to Buyer, at Buyer's sole cost and expense and in Buyer's sole reasonable discretion of the following contingencies (the "**Buyer Contingencies**"):

a. Buyer determining that it can obtain all governmental approvals necessary or desirable, including annexation into the City of Greenville, SC or an approved amendment to Greenville County's Planned Development zoning ordinance applicable to the Property, for the construction of the Intended Residential Use.

b. Buyer determining that the Property is in compliance with its lender and investor environmental requirements.

c. Buyer completing due diligence on the site and market review to its satisfaction.

d. Buyer determining that development of the Property for Buyer's intended use is economically feasible.

e. Buyer obtaining a final reservation of Tax Credits from SC Housing.

10. The Buyer shall have the sole and absolute right to terminate this Agreement by written notice to Seller and any Deposits refundable at the time of termination shall be returned to Buyer. Seller shall retain any nonrefundable Deposits paid up to the time of termination. If closing occurs, any unsatisfied Buyer Contingencies set forth in Sections 9a and 9e shall automatically be deemed waived by Buyer. Upon any such termination of this Agreement by Buyer under this Section 10, Buyer shall deliver all of its due diligence materials to Seller at no cost to Seller whereupon such due diligence materials shall become the property of Seller.

11. It is understood and agreed that during the contract period for the Property the Buyer and its designees shall have the right to enter the Property to conduct environmental tests, soils tests, or any other such investigation as deemed necessary by the Buyer all at Buyer's sole discretion and expense. The Buyer shall provide twenty-four hours prior notice to Seller of the proposed entry. The Buyer will indemnify and hold harmless the Seller from any claims, damages or causes of action which might occur as a result of the Buyer's activities on the Property and the Buyer shall restore the Property to the condition existing before said test or investigations were conducted. Within fifteen (15) days of the date of this Agreement, Seller will give Buyer or make available to Buyer copies of any relevant materials in its possession relating to the Property, including but not limited to title reports and policies, soils reports, environmental studies, engineering studies, surveys, site plans, engineering drawings, site approvals, agreements with governmental authorities, and agreements with any third party relating to the Property.

12. Buyer and Seller will work together to pursue the necessary approvals that will enable the development of the Property. The necessary approvals include but are not limited to the Tax Credits, zoning, variances, water, sewer, site plan approval, public works agreements, record plat, grading permits, building permits, financing, subdivision, and other approvals as necessary (the "**Approvals**"). Seller has a longstanding relationship with the local municipality and will assist Buyer in obtaining any Approvals from governmental authorities, including but not limited to, applying for zoning and annexation approval and signing applications and plats reasonably acceptable to Seller.

13. Notices under this Agreement may be given by mail, e-mail, overnight mail, or personal delivery. Any notice that is actually received shall be effective regardless of the manner in which it is sent or delivered. Seller's address for notice purposes is:

Judson Mill Ventures LLC
PO Box 566

Greenville, NC
Attn: Tom Taft
Email: ttaftoffice@tfonc.com

With copies to:

Belmont Sayre Holdings, LLC
P.O. Box 1622
Carrboro, NC 27510
Attn: Ken Reiter
Email: kreiter@belmontsayre.com

With copies to:

Madrock Holdings, LLC
102 Stratford Drive
Chapel Hill, NC 27516
Attn: Matt Springer
Email: mattspringer.mra@gmail.com

Buyer's address for notice purposes is:

Taft-Mills Group, LLC
631 Dickinson Avenue
Greenville, NC 27834
Attn: Dustin Mills

Email: dustin@taftmillsgroup.com

With a copy to:

Ellinger & Carr, PLLC
2840 Plaza Place, Suite 360
Raleigh, NC 27612
Attn: Sarah Goodin
Email: sgoodin@ellingercarr.com

14. This Agreement shall not be assignable by Buyer without Seller's prior written consent; provided, however, Buyer may assign its interest in this Agreement without Seller's prior written consent to an affiliate of Buyer under common control of ownership and in such event Buyer shall provide Seller with a copy of any such assignment. Any assignment shall not affect any of the terms or conditions of this Agreement.

15. At closing, Seller shall pay the cost of deed preparation, all revenue stamps, and any rollback or deferred taxes applicable to the Property. The Buyer shall pay the cost of an owner's title insurance policy in the full amount of the Purchase Price and any

mortgage recordation expense. At closing, the real estate taxes and all other ad valorem taxes, if any, with respect to the Property will be prorated.

16. The parties recognize and acknowledge that neither the Buyer nor Seller is represented by a real estate broker and that no commissions are due to any brokers related to this transaction.

17. If Buyer shall fail to complete closing in accordance with the terms of this Agreement, then, as Seller's sole and exclusive remedy, Seller shall be entitled to retain the Deposits that have become non-refundable as liquidated and agreed upon damages for the losses and injuries which Seller shall have sustained and suffered as a result of Buyer's failure to complete closing, and, thereupon, this Agreement shall be terminated and Buyer and Seller shall be released of any further liability.

18. If Seller fails or refuses to deliver the deed or otherwise defaults under this Agreement, then Buyer shall have, as Buyer's sole remedies, the options of either: (i) terminating this Agreement and receiving the return of the Deposits as well as compensation for all actual, verifiable expenses incurred by Buyer in anticipation of the development of the Property (including but not limited to reports, figures, drawings, and approvals obtained by the Buyer for the Property and all other due diligence costs and tax credit application fees); or (ii) suing Seller for specific performance.

19. In the event any date described in this Agreement relative to the performance of actions hereunder by Buyer or Seller falls on a Saturday, Sunday or legal holiday, such date shall be deemed postponed until the next business day thereafter.

20. This Agreement contains the entire agreement between the parties relating to the acquisition of the Property. All prior negotiations between the parties with respect thereto are merged in this Agreement and there are no promises, agreements, conditions, warranties or representations between them with respect to the transaction contemplated herein, other than as herein set forth.

21. Seller and Buyer waive any right to sue the other for any incidental, special, consequential, punitive, or exemplary damages for matters arising under this Agreement.

[END OF DOCUMENT – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first stated above.

SELLER:

Judson Mill Ventures LLC
a South Carolina limited liability company

By: Judson Mill Manager, LLC
Its: Manager

By: Taft Judson Mill, LLC
Its: Manager

By: _____
Name: Thomas F. Taft, Sr.
Title: Manager

By: Belmont Sayre, LLC
Its: Manager

By: _____
Name: Kenneth Reiter
Title: Manager

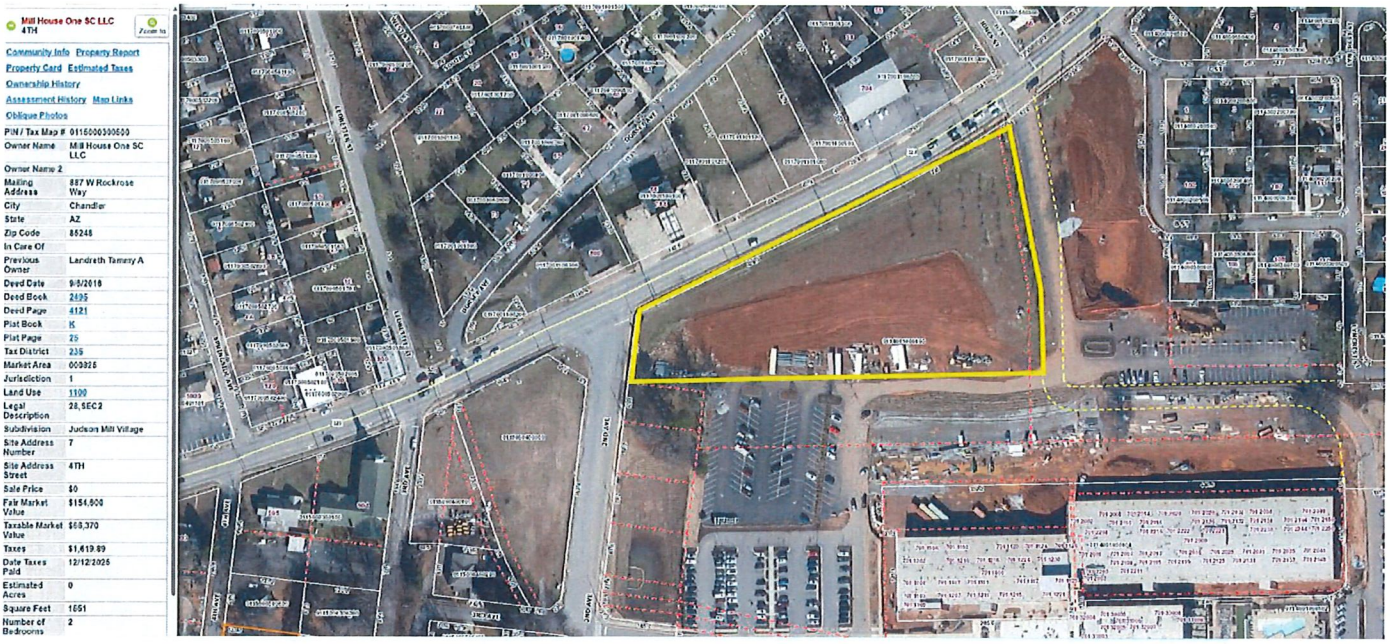
BUYER:

Taft-Mills Group, LLC
a North Carolina limited liability company

By: _____
Name: Dustin T. Mills
Its: President

Exhibit A

Depiction of the Property



Mill House One SC LLC
4TH

Community Info | Property Report
Property Card | Estimated Taxes
Ownership History
Assessment History | Map Links
Oblique Photos

PIN / Tax Map #	011600300600
Owner Name	Mill House One SC LLC
Owner Name 2	
Mailing Address	887 W Rockrose Way
City	Chandler
State	AZ
Zip Code	85248
In Care Of	
Previous Owner	Landreth Tammy A
Deed Date	9/5/2018
Deed Book	2495
Deed Page	4121
Plat Book	K
Plat Page	25
Tax District	235
Market Area	000025
Jurisdiction	1
Land Use	1100
Legal Description	28,SEC2
Subdivision	Judson Mill Village
Site Address Number	7
Site Address Street	4TH
Sale Price	$0
Fair Market Value	$154,600
Taxable Market Value	$68,370
Taxes	$1,619.89
Date Taxes Paid	12/12/2025
Estimated Acres	0
Square Feet	1651
Number of Bedrooms	2

Exhibit B

Form of Driveway Relocation Agreement

NOTICE: THIS AGREEMENT CONTAINS A BINDING, IRREVOCABLE AGREEMENT TO ARBITRATE AND IS SUBJECT TO ARBITRATION, PURSUANT TO S.C. CODE ANN. §§15-48-10 ET. SEQ., AS AMENDED, AND BY FULL EXECUTION OF THIS AGREEMENT, THE PARTIES TO THIS AGREEMENT ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE ARBITRATION PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY SOUTH CAROLINA LAW AND ARE GIVING UP ANY RIGHTS EACH MAY POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL.

DRIVEWAY RELOCATION AGREEMENT

This DRIVEWAY RELOCATION AGREEMENT (the "**Agreement**") is entered into as of the ____ day of_____, 202___ (the "**Effective Date**"), by and between Judson Mill Ventures, LLC, a South Carolina limited liability company ("**Judson**") and _____ LLC, a _____ limited liability company ("**Taft**"). In this Agreement, the foregoing parties are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Taft holds fee simple title to a parcel of land containing approximately 1.7 acres, in Greenville County, South Carolina more particularly described on and labeled as Taft Property (the "**Taft Property**") on the site plan attached hereto as **Schedule 1** (the "**Site Plan**").

B. Judson holds fee simple title to that parcel of land in Greenville County, South Carolina more particularly described and labeled as Judson Property on the Site Plan (the "**Judson Property**").

C. The Taft Property and the Judson Property are collectively referred to in this Agreement as the "**Property**".

D. Taft intends to develop the Taft Property for multi-family residential purposes with related amenities.

E. Taft and Judson desire to enter into this Agreement in order to address the relocation of two (2) driveways as depicted upon completion of such relocation as shown as Driveway #1 and Driveway #2 on the Site Plan (the "**Driveways**").

AGREEMENT

NOW, THEREFORE, in consideration of the conditions, covenants and promises contained in this Agreement, and other valuable consideration, the receipt, sufficiency and validity of which are acknowledged, the Parties agree as follows:

1. Relocation and Construction of Driveways.

(a) Judson will secure approval from Greenville County or the City of Greenville approvals to relocate the Driveways as shown on the Site Plan in accordance with design standards and plans prepared by an engineer engaged by Judson (the "**Driveway Work**").

(b) Judson agrees to hire a licensed contractor to commence the Driveway Work no later than 60 days following issuance by Greenville County or the City of Greenville of all necessary permits and approvals for the Driveway Work and to engage such contractor to complete the Driveway Work no later than _____(___) days after the Effective Date of this Agreement (the "**Completion Date**"). If the Driveway Work is not completed by the Completion Date and such failure to complete the Driveway Work is not cured within thirty (30) days after notice is given by Taft to Judson, Taft shall have the right to hire a contractor to complete the Driveway Work.

(c) The Driveways constructed pursuant to this Agreement shall remain private driveways or private roads and shall not be dedicated to a governmental entity as public roads. The Driveways, as relocated and constructed, will be part of the Common Areas benefiting the Property and the other properties in the Judson Mill Development.

2. Allocation of Costs for Driveway Work. Taft and Judson each agree and acknowledge that Judson will be responsible for _____ percent (_____%) of the costs of the Driveway Work, including engineering costs (the "**Driveway Work Costs**") and that Taft will be responsible for _____ percent (_____%) of the Driveway Work Costs.

3. Accounting.

(a) Judson agrees to keep a reasonably detailed accounting of all out-of-pocket costs and fees, including legal, engineering and other design fees (but excluding any in-house staff time), any agreements, invoices and other documentation as Judson deems to be relevant, to allow the actual costs for the Driveway Work to be calculated, which accounting shall be made available for review (upon prior reasonable notice) by Taft. Judson shall deliver to Taft a final accounting of the Driveway Work Costs.

(b) Taft and Judson each shall pay for their proportionate share of the Driveway Work Costs as and when due pursuant to the terms of the engineering and construction contracts for the Driveway Work.

4. Default and Remedies.

(a) Events of Default. An "**Event of Default**" shall occur upon (i) the failure of any party to perform any obligation, act or acts required of that party by the provisions of this Agreement, or a violation or a breach of any of the terms or provisions of this Agreement by such party. However, an Event of Default shall not be deemed to have occurred until expiration of the following applicable time periods: (A) five (5) days after such party's receipt of written notice thereof from the non-defaulting party, if such default is a monetary default, or ten (10) days after such party's receipt of written notice thereof from the non-defaulting party, if such default is a nonmonetary default; or (B) if a nonmonetary default cannot reasonably and with due diligence and in good faith be cured within said ten (10) day period, and if such party commences such cure within five (5) days after its receipt of written notice and diligently proceeds to complete the cure of such default with due diligence and in good faith, then the ten (10) day period with respect to such default shall be extended to include such additional period of time as may be reasonably necessary to cure such default, not to exceed thirty (30) additional days after expiration of such ten (10) day period.

(b) Remedies on Default. Upon the occurrence of an Event of Default by any Party, the non-defaulting Party shall have all the rights and remedies available at law and equity and may institute legal proceeding against the defaulting Party with respect to any damages or losses incurred by the non-defaulting Party; provided, each party hereby expressly waives any right to seek recovery of, or recover, any exemplary, punitive, special, indirect, consequential or other monetary damages of any kind (other than actual damages). If either Party fails to make any payment required to be made under this Agreement on a timely basis, such non-paying Party will pay interest on the amount or value thereof at a rate of interest equal to eighteen percent (18%) per annum. Additionally and as part of the available remedies, in the Event of a Default, a non-defaulting Party shall have the right to cure any such breach by the other Party through self-help and in the event a non-defaulting Party to this Agreement exercises any self-help remedies, the defaulting Party, within thirty (30) days after being invoiced for same by the non-defaulting Party, shall reimburse such Party the out of pocket costs incurred by a Party in curing such breach and shall pay such non-defaulting Party a non-performance fee equal to five percent (5%) of such out of pocket costs.

5. Notices. Notices under this Agreement may be given by mail, e-mail, overnight mail, or personal delivery. Any notice that is actually received shall be effective regardless of the manner in which it is sent or delivered. Seller's address for notice purposes is:

Judson Mill Ventures LLC
PO Box 566
Greenville, NC
Attn: Tom Taft
Email: ttaftoffice@tfonc.com

With copies to:

Belmont Sayre Holdings, LLC
P.O. Box 1622
Carrboro, NC 27510
Attn: Ken Reiter
Email: kreiter@belmontsayre.com

With copies to:

Madrock Holdings, LLC
102 Stratford Drive
Chapel Hill, NC 27516
Attn: Matt Springer
Email: mattspringer.mra@gmail.com

Buyer's address for notice purposes is:

Taft-Mills Group, LLC
631 Dickinson Avenue
Greenville, NC 27834
Attn: _____
Email: _____

6. Further Acts. Taft and Judson shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

7. Termination. This Agreement shall continue and remain in full force and effect until; (i) completion of the Driveway Work; and (ii) payment of all amounts due under this Agreement, at which point this Agreement shall automatically terminate except for provisions hereof that expressly survive termination or that by their terms are intended to survive termination.

8. Final Agreement. This Agreement represents the complete agreement concerning the subject matter hereof and the terms and conditions set forth herein supersede all prior understandings and agreements, written or oral, with respect to such subject matter.

9. Binding Effect. All provisions of this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

10. Governing Law. This Agreement is entered into in the State of South Carolina and shall be governed by and construed under the laws of South Carolina. All costs and expenses (including reasonable attorneys' fees and court costs), if any, of any suit or proceeding by either

of the parties to enforce this Agreement shall be assessed against and born by the non-prevailing party.

11. Counterparts. This Agreement may be executed and delivered in multiple counterparts and each counterpart so delivered which bears the original signature of a party hereto shall be binding as to such party, and all counterparts together shall constitute one original and the same instrument. Facsimile, PDF or other electronic signature shall be deemed to be original signatures for all purposes.

12. Dispute Resolution. In the event there is an objection or dispute between Judson and Taft arising under this Agreement (collectively "**Dispute**"), such Dispute shall be resolved in the following manner ("**Dispute Resolution Process**"): If Judson or Taft believes that a Dispute exists, the party shall notify, in writing, the other party or parties involved in the Dispute, which notice (a "**Dispute Notice**") shall identify the nature of the Dispute and the remedy such party seeks. The parties shall meet and attempt in good faith to resolve to their mutual satisfaction any Dispute made in writing as promptly as possible, and in any event, within ten (10) calendar days following the date that a Dispute Notice is received. If the parties are unable to resolve the Dispute with such ten (10) day period, the disputing parties, on or before the date that is fifteen (15) days after the Dispute Notice is sent, shall mutually agree upon an arbitrator to arbitrate the Dispute. If the disputing parties cannot agree on an arbitrator, they shall each, on or before the date that is five (5) days after the Dispute Notice was sent, select an arbitrator and those arbitrators, within fifteen (15) days after the Dispute Notice was sent, shall select an arbitrator (that has not provided significant services to a disputing party with respect to the Property) reasonably mutually acceptable to those arbitrators to act as the single arbitrator of the Dispute. Each disputing party, within ten (10) days after mutually agreeing upon the arbitrator or within ten (10) days after receipt of written notice identifying the selection of the arbitrator, shall submit in writing its proposed solution to the Dispute to the arbitrator which shall remain the position of such party throughout the arbitration process. The arbitrator must select one of the submitted alternatives. The arbitrator may (but shall not be so obligated) require the disputing parties to attend a hearing at which each disputing party can present its position. The arbitrator shall determine the rules of the arbitration with a preference for whatever choice will assist in resolving the issue in the shortest reasonable time. The decision of the arbitrator shall be final and binding. The non-prevailing party shall be responsible for the costs of the arbitration and shall reimburse the prevailing party for the prevailing party's legal fees.

[Signatures begin on following page]

This Driveway Relocation Agreement is executed effective as of the Effective Date, which is the later of the dates this Driveway Relocation Agreement is executed by Taft and Judson as indicated below, and which later date shall be inserted on page 1 of this Agreement as the Effective Date.

TAFT:

Taft-Mills Group, LLC
a North Carolina limited liability company

By: _____
Name: Dustin T. Mills
Its: President

Date: _____

Judson

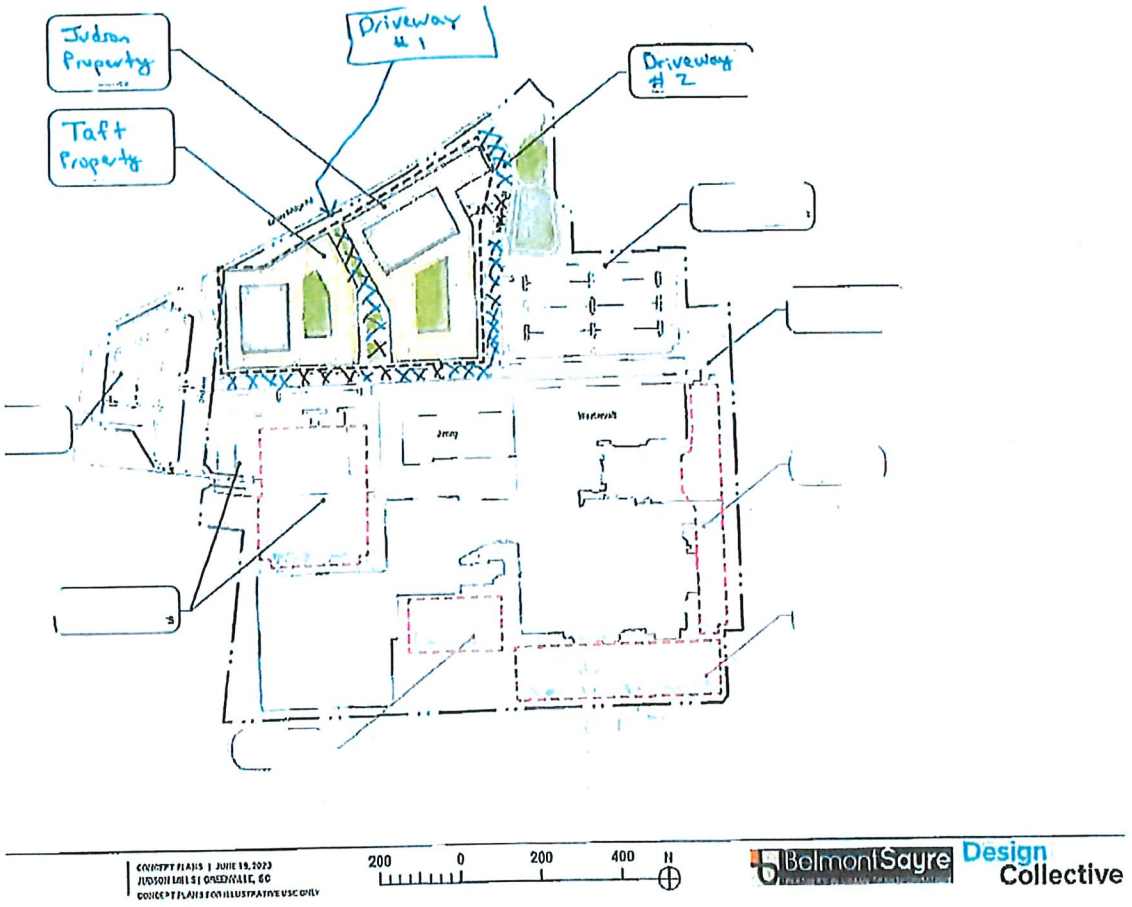
Judson Mill Ventures LLC
a South Carolina limited liability company

By: _____
Name: _____
Title: _____

Date: _____

Schedule 1

Site Plan



MN:202538920.1

EXHIBIT B

Depiction of the Property

