

REDEMPTION AGREEMENT

THIS REDEMPTION AGREEMENT (this “Agreement”) is made effective as of June 26, 2025 (the “Effective Date”), by and between 82 CANAL STREET LOFTS DEVELOPER, LLC, a South Carolina limited liability company (“Company”), FIVE POINTS COMMUNITIES, LLC, a Delaware limited liability company (“Withdrawing Member”) and CHRIS TRITSIS, an individual resident of the State of Illinois (“Resigning Manager”).

RECITALS

WHEREAS, as a member of Company, Withdrawing Member is a party to that certain Operating Agreement of Company dated as of October 23, 2024, (the “Operating Agreement”); and

WHEREAS, Resigning Manager is the manager of the Company; and

WHEREAS, Company and Withdrawing Member have agreed to redeem all of Withdrawing Member’s Membership Interest (the “Membership Interest”) in Company as of the Effective Date; and

WHEREAS, Company and Resigning Manager have agreed that Resigning Manager will resign as the manager of Company as of the Effective Date as more particularly set forth herein.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. All capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Operating Agreement.

2. Transfer and Redemption of Membership Interest. Withdrawing Member hereby assigns and transfers to Company the Membership Interest, which represents all of Withdrawing Member’s right, title and interest in and to the Company, free and clear of any and all liens, charges, claims, equities and encumbrances whatsoever in accordance with the provisions set forth herein. Company hereby accepts such assignment and transfer of the Membership Interest effective as of the Effective Date.

3. Resignation of Manager. Resigning Manager hereby resigns as the manager of Company as of the Effective Date and shall have no further duties as manager or officer of Company.

4. Releases.

(a) Withdrawing Member and Resigning Manager hereby unconditionally and irrevocably, finally and completely RELEASE AND FOREVER DISCHARGE Company and its successors, assigns, affiliates, subsidiaries, parents, members, managers, officers, shareholders, directors, employees, attorneys and agents, past, present and future (collectively referred to as the “Company Parties”), of and from any and all claims, controversies, disputes, liabilities,

obligations, demands, damages, debts, liens, actions and causes of action of any and every nature whatsoever, known or unknown, whether at law, by statute or in equity, in contract or in tort, under state or federal jurisdiction, and whether or not the economic effects of such alleged matters arise or are discovered in the future, which Withdrawing Member and Resigning Manager have as of the Effective Date or may claim to have against any of the Company Parties, including, without limitation, any matter arising out of or with respect to any and all transactions related to or set forth in the Operating Agreement.

(b) Company hereby unconditionally and irrevocably, finally and completely RELEASES AND FOREVER DISCHARGES Resigning Manager, Withdrawing Member and their successors, assigns, affiliates, subsidiaries, parents, members, managers, officers, shareholders, directors, employees, attorneys and agents, past, present and future (collectively referred to as the "Withdrawing Member Parties"), of and from any and all claims, controversies, disputes, liabilities, obligations, demands, damages, debts, liens, actions and causes of action of any and every nature whatsoever, known or unknown, whether at law, by statute or in equity, in contract or in tort, under state or federal jurisdiction, and whether or not the economic effects of such alleged matters arise or are discovered in the future, which Company has as of the Effective Date or may claim to have against any of the Withdrawing Member Parties, including, without limitation, any matter arising out of or with respect to any and all transactions related to or set forth in the Operating Agreement.

5. Survival. All the representations, warranties and covenants made in or pursuant to this Agreement shall survive the consummation of the transactions contemplated hereby.

6. Assignment. This Agreement and any obligations and rights hereunder may not be transferred or assigned without the prior written consent of all parties.

7. Entire Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof. This Agreement may not be amended, waived, discharged or terminated except by written agreement signed by the parties hereto.

8. Governing Law. This Agreement has been prepared, negotiated and delivered, and shall be construed, interpreted and enforced in accordance with the substantive laws of the State of North Carolina, without regard to principles of conflicts of laws.

9. Further Assurance. Each party shall execute such other and further documents as may be reasonably necessary or proper for the consummation of the transactions contemplated by this Assignment as mutually agreed by the parties hereto and shall take such other action as shall be necessary in regard thereto.

10. Execution and Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and both of which together constitute one in the same instrument. This Agreement may be executed and delivered by facsimile or other electronic means.

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IN WITNESS WHEREOF, Company has executed this Agreement to be effective as of the date first above written.

COMPANY:

82 CANAL STREET LOFTS DEVELOPER LLC,
a South Carolina limited liability company

By Its Sole Remaining Member:

PASCA DEVELOPER LLC,
a North Carolina limited liability company

By: Jim Sari
James Sari, Manager

IN WITNESS WHEREOF, Withdrawing Member and Resigning Manager have executed this Agreement to be effective as of the date first above written.

WITHDRAWING MEMBER:

FIVE POINTS COMMUNITIES, LLC,
a Delaware limited liability company

By: 
Chris Tritsis, Manager

RESIGNING MANAGER:


Chris Tritsis, Resigning Manager