UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
Charlotte Division

IN RE: BRD LAND & INVESTMENT, et al. Debtors.[1]	Chapter 11 Case No. 26-30215 (Jointly Administered)

DEBTOR'S MOTION FOR AN ORDER PURSUANT TO SECTION 365 OF THE BANKRUPTCY CODE AUTHORIZING DEBTOR TO (I) ASSUME LAND PURCHASE CONTRACTS AND (II) ASSIGN LAND PURCHASE CONTRACTS TO REHOBETH SALUDA PARTNERS, LLC

BRD Land & Investment (the "Debtor"), debtor-in-possession in the above-captioned case, hereby moves (the "Motion") the Court for entry of an order (the "Order"), pursuant to section 365 of title 11 of the United States Bankruptcy Code (the "Bankruptcy Code"), and Rule 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") for entry of an order authorizing the Debtor to (i) assume the Land Purchase Contracts entered into between the Debtor and (a) Charlotte Rebecca Johnston dated September 12, 2022 (the "Johnston Contract"); (b) David Jackson Sims dated September 12, 2022 (the "Sims Contract"); and (c) Roger Coy Maye, Trustee of Jackie Sims Maye Irrevocable Trust, Roger C. Maye, Janet M. Mackey, Estate of Ervin J. Maye, and Donna M. Cook dated September 12, 2022 (the "Maye Contract" and collectively with the Johnston Contract, and Sims Contract, the "Land Purchase Contracts"), and (ii) assign the Land Purchase Contracts to Rehobeth Saluda Partners, LLC ("RSP"). In support of this Motion, the Debtor respectfully states as follows:

[1] The Debtors in these jointly administered cases are the following entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): BRD Land & Investment, a South Carolina partnership (6940), BRDL Warden Station Holding Co LLC (0184), and BRDL Warden Station, LLC (4687). The Debtors' address is 6433 Bannington Road, Charlotte, NC 28226.

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JURISDICTION

1. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue of these proceedings and the Motion in this Court is proper under 28 U.S.C. §§ 1408 and 1409.

2. The statutory basis for the relief requested herein is section 365 of the Bankruptcy Code as supplemented by Bankruptcy Rule 6006.

BACKGROUND

3. On February 24, 2026 (the "Petition Date"), Debtor filed its voluntary petition for relief under chapter 11 of the Bankruptcy Code (the "Chapter 11 Case"). The Debtor is operating its business and managing its property as debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in this Chapter 11 Case. On March 17, 2026, the Court entered an Order appointing the Official Committee of Unsecured Creditors [Docket No. 69].

4. Prior to the Petition Date, the Debtor entered into the Land Purchase Contracts with the intent to entitle the respective parcels prior to selling them to a residential home builder. The Debtor entered into the Johnston Contract on September 12, 2022, for the purchase of approximately 10 acres of land in Union County, North Carolina (the "Johnston Parcel"). A true and accurate copy of the Johnston Contract is attached hereto under **Schedule 1** to **Exhibit B**.

5. On that same day, the Debtor also entered into the Sims Contract for the purchase of approximately 29.6 acres of land (the "Sims Parcel") and the Maye Contract for the purchase of approximately 111.27 acres of land (the "Maye Parcel" and with the Sims Parcel and Johnston Parcel, the "Rehobeth Parcels"). The Sims Parcel and Maye Parcel are adjacent to the Johnston Parcel and were purchased with the intent of consolidating the parcels for development. True and

accurate copies of the Sims Contract and Maye Contract are attached hereto under **Schedule 1** to **Exhibit B**.

6. The Debtor intended to entitle the Rehobeth Parcels so that they could be sold to a residential home builder that would then build a residential community. The Debtor entered into the Land Purchase Contracts to fill its project pipeline and to continue its ordinary course operations. However, in light of the Debtor's current financial position and operations, the Debtor now believes in its business judgment that assumption of the Land Purchase Contracts and assignment to RSP will realize some value to the Debtor's estate for the benefit of its creditors.

ASSIGNMENT PROCESS AND NEGOTIATIONS WITH PROPOSED ASSIGNEE

7. After the Petition Date, the Debtor began marketing its projects, including the Rehobeth Parcels, to developers, including RSP, and RSP has been an active participant throughout the duration of the marketing and assignment process.

8. A partnering entity of RSP, Land Investment Resources ("LIR"), submitted its initial letter of interest ("LOI") for the Rehobeth Parcels on March 16, 2026. Thereafter, on April 7, 2026, LIR executed a non-disclosure agreement with the Debtor and, following discussions with the Debtor's advisors, submitted a revised letter of interest. LIR subsequently submitted a further revised letter of interest together with a proposed assignment agreement on April 17, 2026, followed by an additional counterproposal on May 27, 2026, to address comments received from the Debtor and its advisors. On July 1, 2026, LIR submitted revised versions of both its letter of interest and the proposed assignment agreement. Thereafter, LIR delivered further revised assignment agreements on August 24, 2026, and August 27, 2026, respectively.

9. On September 20, 2026, LIR submitted supplemental materials in support of its bid for the Rehobeth Parcels (the "Supplemental Bid Materials"). Shortly after the submission of the

Supplemental Bid Materials, RSP was formed for the purpose of serving as the proposed assignee and acquisition vehicle in connection with the transaction contemplated by the parties' negotiations and bid submissions. The Supplemental Bid Materials include, among other things, (a) a financing commitment letter from CF Financial Investments, LLC ("CFCI") in support of RSP's bid (the "Commitment Letter"), (b) an entitlement analysis detailing the remaining entitlement tasks, the approximate timing and estimated cost for each task and the expected completion date for entitling the Rehobeth Parcels (the "Entitlement Analysis"), and information concerning LIR's land-development experience and project-specific work (the "Work History Overview" and together with the Supplemental Bid Materials, the Commitment Letter, and the Entitlement Analysis, the "Adequate Assurance Materials"). A true and accurate copy of the Supplemental Bid Materials is attached hereto as **Exhibit A**.

10. Pursuant to the Commitment Letter, CFCI has agreed to, subject to certain conditions, provide up to $2,000,000 (the "Commitment") to fund the remaining and ongoing entitlement process and arrange for the closing of the land sales for the Rehobeth Parcels and the parcels related to the Debtor's Saluda project (the "Saluda Parcels"), which parcels the Debtor is also seeking to assign to RSP under separate motion filed contemporaneously herewith. Importantly, as reflected in the Adequate Assurance Materials, based on RSP's analysis, the Commitment is approximately 25% greater than the combined estimated costs to fully entitle and arrange for the sale of the Rehobeth Parcels and the Saluda Parcels. In addition, and as set forth in the Entitlement Analysis, RSP estimates that the entitlement process for the Rehobeth Parcels will be completed in 210 days from the date of the assignment.

11. Ultimately, RSP's bid for the Rehobeth Parcels constituted the highest and best offer received by the Debtor for the Land Purchase Contracts. Accordingly, in light of the

substantial value provided to the Debtor's estates and based upon the information set forth in the Adequate Assurance Materials demonstrating satisfaction of the requirements of section 365 of the Bankruptcy Code, RSP and the Debtor entered into the Assignment Agreement, dated November 9, 2026 (the "Assignment Agreement"), pursuant to which RSP has agreed to assume the Debtor's rights and obligations under the Land Purchase Contracts. Pursuant to the Assignment Agreement, RSP has agreed to provide the Debtor with an assignment fee of two-hundred thousand dollars ($200,000.00) (the "Assignment Fee") for the Land Purchase Contracts on an as-is, where-is basis. The Assignment Agreement provides that RSP shall deposit $25,000.00 into escrow upon the filing of this Motion, with the remaining Assignment Fee to be paid upon closing. A true and accurate copy of the Assignment Agreement is attached hereto as **Exhibit B**.

RELIEF REQUESTED

12. By this Motion, the Debtor, pursuant to section 365 of the Bankruptcy Code, seeks the entry of an order authorizing it to (i) assume the Land Purchase Contracts and (ii) assign the Land Purchase Contracts to RSP.

BASIS FOR RELIEF REQUESTED

13. Section 365 of the Bankruptcy Code permits the assumption of executory contracts and unexpired leases as follows:

> (a)… the trustee, subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor,
> (b)(1) If there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of assumption of such contract or lease, the trustee –
>
> (A) cures, or provides adequate assurance that the trustee will promptly cure, such default other than a default that is a breach of a provision relating to the satisfaction of any provision (other than a

> penalty rate of penalty provision) relating to a default arising from any failure to perform nonmonetary obligations under a unexpired lease of real property, if it is impossible for the trustee to cure such default by performing nonmonetary acts as and after the time of assumption, except that is such default arises from a failure to operate in accordance with a nonresidential real property lease, then such default shall be cured by performance at and after the time of assumption in accordance with such lease, and pecuniary losses resulting from such default shall be compensated in accordance with the provisions of this paragraph;
>
> (B) compensates, or provides adequate assurance that the trustee will promptly compensate, a party other than the debtor to such contract or lease, for any actual pecuniary loss to such party resulting from such default; and
>
> (C) provides adequate assurance of future performance under such contract or lease.

11 U.S.C. § 365. Furthermore, a debtor may assume an executory contract at any time before confirmation of a plan. 11 U.S.C. § 365(d)(2).

14. In the Fourth Circuit, a debtor's decision to assume or reject a contract should be "accorded the deference mandated by the sound business judgment rule as generally applied by courts to discretionary actions or decisions of corporate directors" In re Alpha Nat. Res., Inc., 555 B.R. 520, 529-30 (Bankr. E.D. Va. 2016) (quoting Lubrizol Enters. v. Richmond Metal Finishers, Inc., 756 F.2d 1043, 1046 (4th Cir. 1985)). "A court should not second-guess a debtor's business judgment concerning the assumption or rejection of an executory contract or unexpired lease unless there is a showing of bad faith or gross abuse of discretion" Id. "More exacting scrutiny would slow the administration of the Debtor's estate and increase its cost, interfere with the Bankruptcy Code's provision for private control of administration of the estate, and threaten the court's ability to control a case impartially." Richmond Leasing Co. v. Capital Bank, N.A., 762 F.2d 1303, 1311 (5th Cir. 1985).

15. To determine whether a contract is an executory contract, the Fourth Circuit has adopted the Countryman test: "By that test, a contract is executory if the 'obligations of both the bankrupt and the other party to the contract are so far unperformed that the failure of either to complete the performance would constitute a material breach excusing the performance of the other.'" In re Byung Mook Cho, 581 B.R. 452, 461 (Bankr. D. Md. 2018) (citations omitted). In other words, "unperformed obligations on the part of both parties to the contract, and a breach of any those obligations must be material in the sense that it would allow the non-breaching party to rescind, or cease performing under, the contract under applicable nonbankruptcy law." Id.

16. Here, the Land Purchase Contracts are executory agreements because neither the Debtor nor its contractual counterparties have completed performance. The sellers under the Land Purchase Contracts have not completed their performance under the Land Purchase Contracts because they have not conveyed the Rehobeth Parcels to the Debtor. Likewise, the Debtor has not completed its performance under the Land Purchase Contracts, including but not limited to, payment of the purchase price. Should either the sellers or the Debtor fail to perform, then the non-breaching party would be excused from performing under applicable non-bankruptcy law.

17. The standard requiring that the Debtor exercise reasonable business judgment in determining to assume the Land Purchase Contracts is met under the facts of this case. The Debtor has undertaken significant effort towards its development of the Rehobeth Parcels, and the Land Purchase Contracts are a valuable asset of the Debtor's estate. The Debtor believes that assuming the Land Purchase Contracts for their subsequent assignment will be in the best interest of the Debtor's estate and increase recovery for the Debtor's creditors.

18. Consequently, the Debtor, in its business judgment, believes the Land Purchase Contracts should be assumed. If the Land Purchase Contracts were rejected, the Debtor would

lose a valuable asset and reduce recovery for the Debtor's creditors under the Debtor's proposed Plan. Thus, the Debtor seeks authority under Section 365 of the Bankruptcy Code to assume the Land Purchase Contracts. The Debtor also believes that no cure amounts are required to assume the Land Purchase Contracts.

19. The Debtor further requests the authority to assign the Land Purchase Contracts to RSP free and clear of all security interests, liens, claims and other encumbrances pursuant to the Assignment Agreement.

20. A debtor may assign an executory contract if: "(A) the [debtor] assumes such contract or lease in accordance with the provisions of this section; and (B) adequate assurance of future performance by the assignee of such contract or lease is provided, whether or not there has been a default in such contract or lease." 11 U.S.C. § 365(f)(2), see also, In re Trak Auto Corp., 367 F.3d 237, 242 (4th Cir. 2004) ("[t]he debtor may, in turn, assign [after assumption]. . . if the assignee provides 'adequate assurance of future performance'").

21. RSP has provided the Adequate Assurance Materials to demonstrate its financial and operational ability to perform the obligations to be assumed under the Land Purchase Contracts. In evaluating RSP's ability to satisfy and perform all obligations arising under the Land Purchase Contracts, the Debtor has relied upon, among other things, (a) the documented financial support evidenced by the Commitment Letter, (b) the Entitlement Analysis, (c) RSP's and its advisors' experience with comparable real estate acquisition, development, and entitlement projects, and (d) the evidence demonstrating RSP's ability to satisfy all required payment, closing, and post-closing obligations under the Land Purchase Contracts. Collectively, these materials establish that RSP possesses the financial wherewithal, operational expertise, and resources necessary to timely perform its obligations following the proposed assignment.

22. The Commitment Letter establishes that RSP has the financial support necessary to complete the entitlement process related to and arrange for the sale of the Rehobeth Parcels. Importantly, RSP evaluated the Rehobeth Parcels, along with the Saluda Parcels, and determined that the Commitment is approximately 25% greater than the combined estimated costs to entitle and sell the Rehobeth Parcels and Saluda Parcels, inclusive of assignment fees, entitlement expenses, and outstanding vendor invoices.

23. The Entitlement Analysis identifies the remaining tasks necessary to pursue entitlement of the Rehobeth Parcels, the estimated funding for each task, the anticipated duration and sequencing of each task, and the expected entitlement completion date. The Analysis supplies a specific basis for assessing the resources and timing needed to undertake the remaining work, which is estimated to be completed 210 days from the date of the assignment.

24. RSP has also arranged for LIR's continued participation through the entitlement and land sale process. LIR performed work on the Rehobeth Parcels for almost two years before the Petition Date, focused primarily on entitling the property. That work provides direct familiarity with the parcels, prior entitlement efforts, and the remaining requirements. LIR's familiarity and defined continuing role support RSP's ability to implement the Entitlement Analysis on the estimated project timeline and arrange for the sale of the Rehobeth Parcels.

25. In addition, the Debtor understands that RSP is already engaged with potential purchasers for the sale of the Rehobeth Parcels after the completion of the entitlement process, and such discussions are ongoing.

26. Based on the evidence identified above and submitted herewith, the Debtor submits that RSP has provided adequate assurance of future performance under Bankruptcy Code section 365. Moreover, the Assignment Fee provided under the Assignment Agreement will

maximize the value of Debtor's assets, benefit the Debtor's estate, and increase recovery for its creditors. As such, the Debtor seeks authority to assume the Land Purchase Contracts and assign them pursuant to the Assignment Agreement.

NOTICE

27. Notice of this Motion has been given to the following parties: (i) Committee of Unsecured Creditors (ii) the Internal Revenue Service; (iii) the Office of the United States Attorney for the Western District of North Carolina; (iv) the Office of the United States Bankruptcy Administrator for the Western District of North Carolina; (v) Charlotte Rebecca Johnston; (vi) David Jackson Sims; and (vii) Roger Coy Maye, Trustee of Jackie Sims Maye Irrevocable Trust, Roger C. Maye, Janet M. Mackey, Estate of Ervin J. Maye, and Donna M. Cook. The Debtor submits that, in light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE, Debtor respectfully requests the Court enter an order, substantially in the form attached hereto as **Exhibit C**, (i) authorizing the Debtor to assume the Land Purchase Contracts, (ii) approving the Assignment Agreement, and (iii) granting the Debtor such other and further relief as is just and proper.

This the 11th day of November, 2026.

RAYBURN COOPER & DURHAM, P.A.

By: /s/ Matthew L. Tomsic

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Natalie E. Kutcher
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Counsel to the Debtor

EXHIBIT A
Supplemental Bid Materials

LandInvestmentResources
COMPRENSIVE LAND CONSULTING

CLOSING LETTER AND POSITION STATEMENT REGARDING BRD CONTRACT ASSIGNMENTS

To All Involved Parties:

We would like to address a number of concerns that have been raised regarding the pending assignment of BRD contracts for properties involved in the Saluda and Rehobeth development projects. Up to this point, two actions have been taken:

1. Submittal of Assignment Agreements for the contracts to BRD Counsel

2. Submittal of Financial Commitment Letters regarding the Assignments

It is our understanding that several concerns have been raised with regard to these documents, and the subsequent pending execution of the Assignments:

1. The potential for conflicts of interest, and ability to perform, on the part of Land Investment Resources as the Assignee.

2. Conditions contained within the Commitment Letters that might give rise to the inability of the entity to consummate the assignments.

3. Inability of the Assignee to adequately complete the full entitlements and achieve the efficient and timely closings on the land.

This Closing Letter, and the related exhibits, are intended to address each of these concerns to a firm and complete degree of certainty.



3440 Toringdon Way
Suite 205
Charlotte, NC
28277

- Major Initiative No. 1 As of this week, a new single purpose assignment entity, *Rehobeth Saluda Partners, LLC* ("RSP") has been formed, with the principal investment member being Jonathan Cover, Managing Partner. This will insure no potential conflicts of interest between Land Investment Resources and the BRD Advisory Team, or its former executives. The existing Assignment Agreements are being reissued in the name of this entity, with Philip Hayes only being involved in an advisory role. All project decisions and initiatives will be directed and approved by the Managing Partner.

- Major Initiative No. 2 With regard to the Commitment Letters, they are being reissued as well, directly between the capital entity, CF Financial Investments, LLC ("CFCI"), and the RSP entity. For that reason, many of the conditions outlined as requirements for funding of the Assignments, that dealt with relationship issues between CFCI and Land Investment, will no longer exist. Accordingly, all of those related conditions are being removed, and the two Commitment Letters are being combined into a single one. Regarding the remaining conditions to closing of the Assignments, they are covered in greater detail in following paragraphs.

- Major Initiative No. 3 The most significant evidence of the RSP entity to perform and succeed with the closing of the Assignments, the funding of remaining and ongoing entitlements, and the arrangement for closing of the land, is principally provided by the capital commitment outlined in the Commitment Letter, specifically including the funding of Two Million Dollars ($2,000,000.00) (the "Funding Amount"), with supporting documentation, covering all of the agreed upon assignment fees, and the estimated costs for the complete entitlements (including outstanding invoices). As further evidence of the latter, RSP has built highly detailed Project Management

Spreadsheets outlining all of the remaining entitlement tasks, the approximate timing therefore, and the estimated funding for them. Importantly, CFCI's analysis indicates that the total estimated costs required to complete the Saluda and Rehobeth projects, inclusive of all assignment fees, entitlement expenses, and outstanding invoices, are approximately $1,500,000.00, or 25% less than the Funding Amount.

- Major Initiative No. 4 One of the most commonly acknowledged facts of the residential land development business is that virtually no homebuilders, and few if any land developers, will expend significant closing funding without essentially fully shovel ready entitlements. CFCI has extensive relationships with builders who have unquestioned confidence in its ability to deliver projects with that level of completion. Accordingly, prior to the approval of the Assignment Agreements by the Court, RSP will have in hand at least one, but potentially multiple Letter of Intent commitments for the closing of the land purchase transactions at full entitlement. Within 90 to 120 days after the Assignment Closings, those commitments will be converted to a simultaneous closing contract with hard deposit funding. Proof of these transactions will be provided to all of the relevant parties.

Regarding the remaining conditions precedent to closing of the Assignment Agreements, to be contained in the revised Commitment Letter, these are conditions that are requested for BRD and the land sellers to satisfy to ensure that the assignments are both legitimate and viable. Specifically:

- Consent to Assignment and Validity of Agreements All land sellers shall provide written confirmation to RSP of their consent to the assignment of each applicable purchase agreement to RSP. In addition, BRD and all land sellers shall provide written confirmation to RSP that each applicable purchase agreement is valid, binding, and fully enforceable in accordance with its terms. With respect to BRD, this condition shall be deemed satisfied through the inclusion of agreed language in the bankruptcy court orders approving the assignments.

- Confirmation of Clear Title Because of the extent of the unpaid invoices of various vendors having performed entitlement work on the properties, and the extended, unmonitored length of time between the original title commitments and the intended assignment date, the Assignee requires the issuance of a clean title update on the properties. Note, critically, that the Assignee is willing to pay for this expense, and achieve it prior to the proposed assignment date.

- Confirmation and Release of Entitlements In order to most efficiently pursue the continued entitlement of the properties, the Assignee is requesting complete confirmation and release to Assignee of all of BRD's prior informational and entitlement documents, studies, approvals, verifications and other materials. This might be through a share file, paper or digital copies or other media, and should be accompanied by a testimonial of completeness.

- Confirmation of Utility Availability RSP shall receive a letter of intent from Contender America, LLC, or one of its affiliates or subsidiaries (collectively "Contender"), confirming Contender's agreement to grant the off-site sewer easement access necessary to serve the Saluda Development Project through Contender's adjacent property. RSP has already initiated discussions with Contender regarding the required easement rights and is pursuing a prompt resolution of this matter.

With regard to other remaining documentation of Assignees ability and capability to execute the successful entitlement and closing on the subject properties provided with this Closing Letter are:

1) Detailed Project Management Spreadsheets outlining all remaining entitlement activities, their estimated timelines, and projected vendor costs

2) Detailed Project Entitlement Experience Summaries, providing extensive examples of successfully completed simultaneous closing projects.

Exhibit A

Revised Financing Commitment Letter

REHOBETH SALUDA
PARTNERS , LLC.

To:

Philip M. Hayes
Land Investment Resources, LLC

R 108 Adams Creek Place
S Simpsonville, SC
P 29681

From:

Jonathan Cover
Managing Member

Date:

September 18, 2026

Dear Philip,

CF Capital Investments ("CFCI") is pleased to confirm the following Investment Commitment Agreement to Rehobeth Saluda Partners, LLC ("RSP"), a newly formed project management entity. This commitment is structured to support RSP's financial capacity requirements for a Contract Assignment bid position, subject to a final definitive agreement between the parties.

1. **Investment Sponsor**
   Rehobeth Saluda Partners, LLC, a South Carolina limited liability company, with its principal place of business at 108 Adams Creek Place, Simpsonville, SC 29681.

2. **Purpose**
   Assumption of Contracts from BRD Land and Investment, and to complete the entitlement permitting and sale of shovel ready homesites in the **Saluda Development Project**, which encompasses tax map parcel numbers 528-00-00-017, 526-00-00-005, 528-00-00-051 and 528-00-00-052, as shown on the attached Exhibit A.

   Assumption of Contracts from BRD Land and Investment, and to complete the entitlement permitting and sale of shovel ready homesites in the **Rehobeth Development Project**, which encompasses tax map parcel numbers 05144015A, 05144015C and a portion of 05144015B, as shown on the attached Exhibit B.

This letter serves as confirmed intent to fund Seven Hundred Thousand Dollars ($700,000.00) toward the assignment fee for the Saluda and Rehobeth Projects. Additional funds are available for exclusive use toward project entitlements and completion-related activities. Evidence of the committed funds is acknowledged by the commitment letter attached as Exhibit C, confirming the availability of Two Million Dollars ($2,000,000.00) (the "Funding Amount") for the purposes described herein. Importantly, CFCI's analysis indicates that the total estimated costs required to complete the Saluda and Rehobeth projects, inclusive of all assignment fees, entitlement expenses, and outstanding invoices, are approximately $1,500,000.00, or 25% less than the Funding Amount.

This commitment is subject to the satisfaction and continued maintenance of the following conditions:

A) **Contractual Validity and Continuity**

All land sellers shall provide written confirmation to RSP of their consent to the assignment of each applicable purchase agreement to RSP. In addition, BRD and all land sellers shall provide written confirmation to RSP that each applicable purchase agreement is valid, binding, and fully enforceable in accordance with its terms. With respect to BRD, this condition shall be deemed satisfied through the inclusion of agreed language in the bankruptcy court orders approving the assignments.

B) **Title Verification**

Comprehensive title updates must be completed for all parcels and sites comprising the project, with results confirming clear and marketable title, free of material encumbrances that would adversely affect development or project completion, or which indicate a valid lien on the properties.

C) **Confirmation and Release of Entitlements**

BRD will confirm and verify all existing items of entitlement that are available and unencumbered, and will create a means for RSP to access copies of all such documentation. Verification will be included of all outstanding vendor invoices, which are to be paid by RSP.

D) **Resolution of Off-Site Sewer Access (Only Applies to Assignment of Saluda Agreements)**

RSP shall receive a letter of intent from Contender America, LLC, or one of its affiliates or subsidiaries (collectively "Contender"), confirming Contender's agreement to grant the off-site sewer easement access necessary to serve the Saluda Development Project through Contender's adjacent property. RSP has already initiated discussions with Contender regarding the required easement rights and is pursuing a prompt resolution of this matter.

This funding commitment is expressly contingent upon satisfactory verification of the foregoing conditions.

This letter is provided in good faith as evidence of financial capacity, and funding intent based upon the information currently available to us.

Sincerely,

Signed by:
Jonathan Cover
F310B7CAFDCA4D9...
Jonathan Cover

Exhibit B

Saluda Entitlement Analysis

Due Diligence & Closing Items		Estimated $		Is Completed?			Start Date	End Date	
BASIC ITEM DESCRIPTION	**VENDOR**		**STARTED?**	**YES**	**NO**	**N/A**			**COMMENTS**
Contract Execution			**Main Heading**						
Select Legal Team	K & L Gates		Yes						
Finalize BRD Assignment	K & L Gates		Yes				1-Aug	15-Oct	
Clean Up Craig Contract	Harvey		Yes				20-Sep	30-Oct	
Contract Confirmations	Harvey		Yes						
Management Agreement	LIR		Yes						Need To Confirm Executed Copy Of Hudspeth
Basic Due Diligence			**Main Heading**						
Order & Clear Basic Title	Chicago		Yes						
Preliminary Boundary Survey	Keck & Wood		Yes						
Situational Survey On Roads	Keck & Wood		Yes						
Conversion To Full ALTA	Keck & Wood		Yes						
Any Detrimental Easements	LIR		Yes						Need To Confirm Status Of Graveyard
Identify Additional Acquisitions	LIR		Yes						
Any Second Access Needs?	LIR		Yes						Dependant Upon Continuing Craig Contract
Physical Site Assessments			Sub-Heading						
Obtain Phase I Report	UES		Yes						
Phase II, As Needed						X			Nothing Found To Indicate Needed
Order Streams & Wetlands	WEPG		Yes						
Order Archeological Report	WEPG		Yes						
Order Endangered Report	WEPG		Yes						
Review & Approve Wetlands	WEPG		Yes						
Survey Streams & Wetlands	Keck & Wood					X			Full Survey Of These Not Needed Until Development
Order LIDAR If Needed			No					60 Days	
Flood Zone Certificate			No					60 Days	
Site Impact Easements						X			
Streams, Wetlands, T & E			Sub-Heading						
Submit CORPS JD Filing	WEPG	$7,500	No					30 Days	
Identify Any Possible Impacts	WEPG	Included	No					30 Days	Only Potential Impact Is To Small Wetland Off Of Rambo Road
Army Corps of Engineers Permit	WEPG	Included	No					60 Days	Should Be Complete Under Nationwide
Mitigation Credits Available	WEPG					X			Should Be Complete Under Nationwide
Historical/Archeologic Mitigation	WEPG					X			Need To Confirm Status/Extent Of Graveyard
Utility Capacities & Alternatives			**Main Heading**						
Identify Permitting Agencies	Rock Hill		Yes						
Engage Best Consulting Engineer	Keck & Wood		Yes						
Estimated Water Capacity Needed	Keck & Wood		Yes						
Estimated Sewer Capacity Needed	Keck & Wood		Yes						
Is Water Capacity Available	Keck & Wood		Yes						
Is Sewer Capacity Available	Keck & Wood		Yes						
Identify Any Offsite Easments	LIR		Yes						
Survey Offsite Easements	Keck & Wood	$5,000	No					60 Days	Is Sewer Force Main Going Into Robertson Road Gravity Line?
Acquire Offsite Easements	Legal?	$2,500	No					30 Days	Need To Prepare Agreement With Contender & Execute
Natural Gas Availability	Keck & Wood		Yes						
Dry Utilities Availabiltiy	Keck & Wood		Yes						
Water Willingness To Serve	Rock Hill	$500	No						Will This Be Contingent Upon Approval Of Annexation?
Sewer Willingness To Serve	Rock Hill	$500	No						Will This Be Contingent Upon Approval Of Annexation?
Land Plan & Permitting			**Main Heading**						
Initial Site Plan/Rezoning			Sub-Heading						
Determine Best Site Engineer	Keck & Wood		Yes						
Prepare First Pass Sketch Plan	Keck & Wood		Yes						
Team Meeting - Prepare Submittal	LIR								
Sewer Routing Offsite - Contender	LIR								
Get Sewer Participation Agreement	LIR								
Review With Municipality	S & S		Yes						Generally Acceptable To Most Councilmembers
Community Meetings As Needed	S & S	$50,000	No					30 Days	
Apply For Rezoning As Needed	S & S	Included	No					30 Days	$7,000 In Outstanding Invoices To Be Paid
Public Hearing As Needed	S & S	Included	No					30 Days	
Planning Board Approval	S & S	Included	No					30 Days	
Municipality Zoning Approval	S & S	Included	No					30 Days	Total Of 150 Days From Date Of Assignment
Preliminary Site Plan	Keck & Wood	$50,000	No					Concurrent	$40,600 In Outstanding Invoices To Be Paid
Site Plan Submission	Keck & Wood	Included	No					Concurrent	
Site Plan Revisions	Keck & Wood	Included	No					Concurrent	
Site Plan Approvals	Keck & Wood	Included	No					Concurrent	
Traffic Analysis & Impacts			Sub-Heading						
Scoping & Draft TIA	DRG		Yes						
Submission To Authorities	DRG		Yes						
Approval By Authorities	DRG		Yes						
Are Requirements Feasible?	DRG		Yes						
Are Easements Needed?			No					Concurrent	
Survey Easement Areas			No					Concurrent	
Obtain Needed Easements			No					Concurrent	
Civil Plans/Municipal Approvals			Sub-Heading						
Prepare First Draft Civils		$150,000	No					45 Days	
Identify Soil Boring Locations		Included	No					Concurrent	
Survey Soil Borings		Included	No					Concurrent	
Soil Borings Completed		Included	No					Concurrent	
First Review Comments		Included	No					30 days	
First Resubmittal		Included	No					15 Days	
Second Review Comments		Included	No					30 Days	
Second Resubmittal		Included	No					15 Days	
Final Review Comments		Included	No					30 Days	
Final Resubmittal		Included	No					15 Days	
Approved Civil Plans		Included	No					30 Days	Total Is 210 Days From Approval Of Annexation
First Contractor Estimate			No					2nd Review	
Second Contractor Estimate			No					2nd Review	
Third Contractor Estimate			No					2nd Review	
Offsite Private Easements			No					Concurrent	
Offsite Roadway			No					Concurrent	
Offsite Utilities			No					Concurrent	
Drainage and Storm Water Permits		$5,000	No					Concurrent	
Maintenance Requirements			No					Concurrent	
Other Government Agencies		$5,000	No					Concurrent	
Other Permits			No					Concurrent	
TOTAL ESTIMATED COSTS		$276,000						TOTAL TIME	Total Projected Time Is 390 Days From Assignment

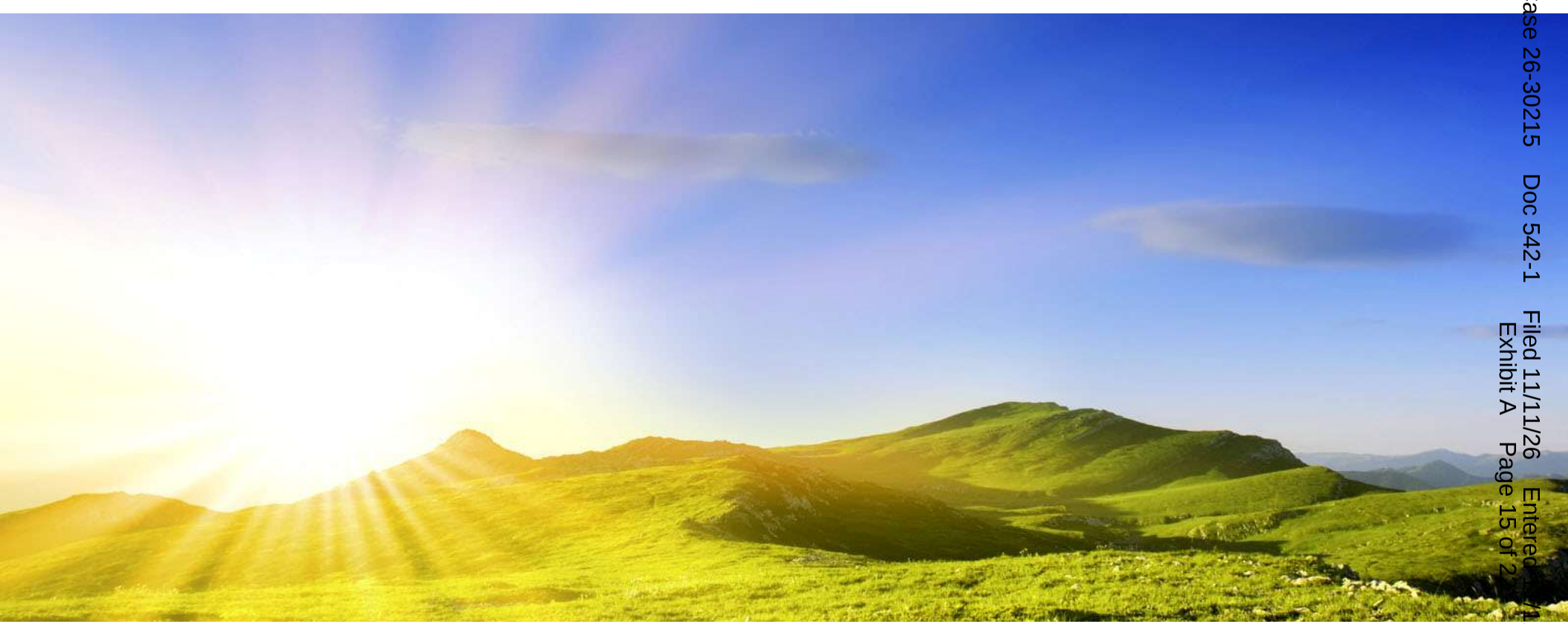
Exhibit C

Rehobeth Entitlement Analysis

Due Diligence & Closing Items		Estimated $		Is Completed?			Timeline	
BASIC ITEM DESCRIPTION	VENDOR		STARTED?	YES	NO	N/A	Time Needed	COMMENTS
Contract Execution			**Main Heading**					
Enter As Targeting	LIR		Yes					
Review With Management	LIR		Yes					
Select Legal Team	Troutman		Yes					
Negotiate Purchase Contract(s)	LIR		Yes					
Prepare Final Contract(s)	Troutman		Yes					
Execution By All Parties	LIR		Yes					
Basic Due Diligence			**Main Heading**					
Order & Clear Basic Title	Troutman		Yes					
Preliminary Boundary Survey	YWH		Yes					
Situational Survey On Roads	YWH		Yes					
Conversion To Full ALTA	YWH		Yes					
Any Detrimental Easements	YWH		Yes					Two Duke Power Local Distribution, Need To Try To Move
Identify Additional Acquisitions	LIR		Yes					Need Creek Crosing Easement, Acquire Portio Of Williams
Any Second Access Needs?	LIR		Yes					Satisfied With Massey Tract Addition
Physical Site Assessments			Sub-Heading					
Obtain Phase I Report	ECS		Yes					Phase 1 Completed With No Issues Indicated
Phase II, As Needed	ECS					X		
Order Streams & Wetlands	WEPG		Yes					Three Streams On Property - Only One Crossing Needed
Order Archeological Report	WEPG		Yes					Note, Old Structures On Maye Property, Not Significant
Order Endangered Report	WEPG		Yes					
Review & Approve Wetlands	WEPG		Yes					
Survey Streams & Wetlands	YWH		Yes					
Order LIDAR If Needed	YWH		Yes					
Flood Zone Certificate	YWH		Yes					
Site Impact Easements	YWH		Yes					
Streams, Wetlands, T & E			Sub-Heading					
Submit CORPS JD Filing	WEPG		Yes					$41,500 In Unpaid WEPG Invoices To Be Paid
Identify Any Possible Impacts	WEPG		Yes					Only Impact Is Crossing Between Maye Parcels
Is Nationwide Applicable?	WEPG		Yes					Likely Use Bottomless Culvert, But Below Nationwide
Mitigation Credits Available	WEPG					X		
H & A Mitigation Needed	WEPG					X		
Utility Capacities & Alternatives			**Main Heading**					
Identify Permitting Agencies	Union Cnty.		Yes					
Engage Best Consulting Engineer	Lash Env.		Yes					
Estimated Water Capacity Needed	Kimley		Yes					
Estimated Sewer Capacity Needed	Lash Env.					X		
Is Water Capacity Available	Kimley							
Is Sewer Capacity Available						X		
Identify Any Offsite Easements						X		
Survey Offsite Easements						X		
Acquire Offsite Easements						X		
Natural Gas Availability	LIR							
Dry Utilities Availability	LIR							
Water Willingness To Serve	Kimley							
Sewer Willingness To Serve						X		
On-Site Individual Septics			Sub-Heading					Total Of 180 Days To Have Completed Septic Permits - All Lots
Engage Soils Survey Firm	Piedmont		Yes					
Establish Community Septic Plan	Piedmont	$150,000	Yes		X		60 Days	
Survey Proposed Septic Areas	YWH	Included	Yes		X		60 Days	
Obtain All Needed Approvals		Included	No		X		30 Days	
Reconcile To Overall Site Plan		Included	No		X		30 Days	
Land Plan & Permitting			**Main Heading**					
Initial Site Plan/Rezoning			Sub-Heading					
Highest & Best Use Allowed								Cannot Use Cluster Provisions, Revise Plan At Straight R-40
Is Better H & B Use Desirable						X		
Does Upzoning Seem Achievable?						X		
Determine Best Site Engineer	Kimley Horn							
Prepare First Pass Sketch Plan								
Review With Municipality								
Community Meetings As Needed						X		
Apply For Rezoning As Needed						X		
Public Hearing As Needed						X		
Planning Board Approval						X		
Municipality Zoning Approval						X		
Sketch Plan Submission								
Sketch Plan Reviews								
Sketch Plan Approval								
Traffic Analysis & Impacts			Sub-Heading					Need To Confirm Not Needed
Scoping & Draft TIA	Kimley Horn					X		
Submission To Authorities						X		
Approval By Authorities						X		
Are Requirements Feasible?						X		
Are Easements Needed?						X		
Survey Easement Areas						X		
Obtain Needed Easements						X		
Civil Plans/Municipal Approvals			Sub-Heading					Need To Allow At Least 210 Days For Approved Civils & Permits
Prepare First Draft Civils	Kimley Horn	$150,000	No		X		45 Days	$47,300 In UnPaid KH Invoices To Be Paid
First Review Comments		Included	No		X		30 Days	
First Resubmittal		Included	No		X		15 Days	
Second Review Comments		Included	No		X		30 Days	
Second Resubmittal		Included	No		X		15 Days	
Final Review Comments		Included	No		X		30 Days	
Final Resubmittal		Included	No		X		15 Days	
Approved Civil Plans		Included	No		X		15 Days	
First Contractor Estimate			No		X		During 2nd	
Second Contractor Estimate			No		X		During 2nd	
Third Contractor Estimate			No		X		During 2nd	
Offsite Private Easements			No		X		During 2nd	
Offsite Roadway			No		X		During 2nd	
Offsite Utilities			No		X		During 2nd	
Drainage and Storm Water Permits		$5,000	No		X		During 2nd	
Maintenance Requirements			No		X		During 2nd	
Other Government Agencies		$5,000	No		X		During 2nd	
Other Permits			No		X		During 2nd	
TOTAL ENTITLEMENT COSTS		$310,000					TOTAL TIME	Total Of 210 Days From Assignment - Septic & Civils Concurrent

Exhibit D

Project Experience and Background



Client Introduction Summary

Prepared By Philip Hayes | Land Investment Resources

Case 26-30215 Doc 542-1 Filed 11/11/26 Entered 11/11/26 20:36:13 Desc Exhibit
Exhibit A Page 15 of 27

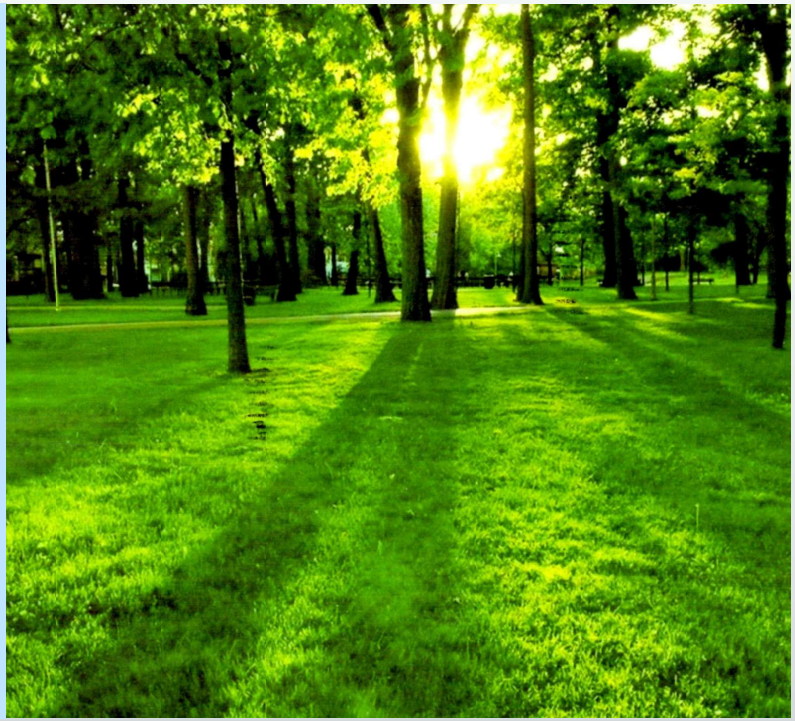
Mission Statement

To establish a dedicated partnership with each client by merging intense investment experience and industry relationships with regional market knowledge, entitlement expertise and builder goodwill, to grow and enrich our mutual land investment success.

Case 26-30215 Doc 542-1 Filed 11/11/26 Entered 11/11/26 20:36:13 Desc Exhibit
Exhibit A Page 16 of 22

Site Marketing Protocol & Objectives

- What are the client's primary objectives?
- What is the best transaction structure?
- What is the structure of the relationship?
- What is the positioning of the land asset?
- What is decision process and time limit?
- Parameters of buyers brought to the table
- What is the interface with entitlements?
- Establish sale timeline and contract terms



Case 26-30215 Doc 542-1 Filed 11/11/26 Entered 11/11/26 20:36:13 Desc Exhibit
Exhibit A Page 17 of 22

Hayes Crescent Experience Highlights Part 1

Abbreviated Project Portfolio

The Preserve at Still House Cove
70.61 acres of old growth acreage on a prominent bluff overlooking the main channel of Lake Wateree. Established a minimum impact development plan, carving 13 home sites out of prominent points overlooking the lake. Remaining undeveloped land was placed into a conservation easement.

Sunset Point
Traditional waterfront development near Rock Hill, SC. Some water frontage impacted by transmission lines was crafted into a community promenade and barbecue shelter. Highly successful land plan resulted in record sales for Ryan Homes Community included trails, soccer fields and open space.

Astoria
Conservation oriented project on 93.59 acres of high bluffs over Lake Norman, NC. Sensitive land plan minimized road impact. Extensive tree preservation and clustered dock facilities. Lot density was clustered in one area, with a community preserve created on the other half of the site.

Allison Creek South/North
Large development agreement project in the state of SC. Resulting rezoning included 4,000 home sites, 4.2 million square feet of office space, 2.4 million square feet of retail, plus multifamily areas. 400 acres sold to Daimler, NA for a future corporate campus, and 170 acres sold for a future high school.

Reflection Pointe
Traditional higher density waterfront development on 350.35 acres on Lake Wylie, NC. Crafted alternate land plans, including community clubhouse, walking trails, community docks, and extensive restrictions. Highly successful pre-marketing program resulted in nearly $25 Million in sales in first 30 days.

The Villages At South Fork
Master planned project of 1,017 acres in the Town of Belmont in Gaston County, NC. Prepared draft plan for a neo-traditional development of 2,100 homes in several village clusters with a town center of mixed retail and multifamily. Worked extensively with Belmont town leaders and staff to address transportation, utility and public open space issues.

Case 26-30215 Doc 542-1 Filed 11/11/26 Entered 11/11/26 20:36:13 Desc Exhibit
Exhibit A Page 18 of 22

Hayes Crescent Experience Highlights Part 2

Windswept Cove
Premier waterfront project on 204 acres on Lake Wylie, SC. Created a medium density development plan of 162 estate lots with creative water quality BMP's. Careful land planning involved visual avoidance of significant transmission line easements. Very good sales record, with the project becoming a high-quality anchor in a potentially transitional market area.

The Palisades
A landmark project nearly four years in planning on a 1,500-acre site in Southwest Mecklenburg County, NC. Pre-eminent environmental land plan qualified as NC's first Audubon International Gold Level sustainable community. Includes Nicklaus Design golf course and club, tennis and recreation complex and planned Town Center with 'Main Street' village. Project pioneered a water quality plan that utilized modeling to track potential lake impacts.

The Sanctuary
Developed early design concepts for this 1,835-acre property, which eventually was adopted as a Crescent Community. Worked with internationally acclaimed land planning firm LandDesign to develop a low impact development plan focused on clustered European villages on areas of gentle topography, and conserving the balance as natural areas.

Sherrill's Ford Town Center
Major rezoning initiative and the largest development agreement approved under NC's new regulations, involving four properties and over 2,000 acres. Town Center Village included a lakefront major community retail and office sites. Extensive coordination with Catawba County to entitle a major sewer line extension.

Beaver Dam Village
Executed entire site planning on a waterfront tract of 304 acres on a big cove of Lake Wylie, SC. Created environmentally sensitive land plan for half acre lots with extensive preservation areas in drainage basins and wetlands. Now experiencing a resurgence, with strong interest by national and regional builders.

Crowder's Creek PD
Prepared master plan and executed rezoning and development agreement for 469-acre site in York County, SC. Includes major commercial/multifamily site, future county athletic park and facilities, major mixed density residential and miles of lakeside greenway proposed as Carolina Thread Trail linkage.

Case 26-30215 Doc 542-1 Filed 11/11/26 Entered 11/11/26 20:36:13 Desc Exhibit
Exhibit A Page 19 of 22

Land Investment 2015 + Key Projects

Timberwood
A challenging project involving the assemblage of two properties for an 82-acre community of approximately 210 lots being developed by Essex Homes. Excellent location in the upper Rock Hill market area with great schools, this project required a sensitive rezoning that addressed neighborhood concerns and involved careful stakeholder meetings with City officials. Transaction value of $1,674,000.

Heron Cove Lot Sale
Prepared value estimation of a group of 40 existing lots in resurgent subdivision for original developer clients. Negotiated bulk sale to builder based on seller financed transaction, coordinating initial group of lots for a four-takedown structure. Total transaction value was $1,842.000.

Camburn
Approached by a loyal developer client, we worked to get this attractive 40-acre site in the Clover, SC market through needed entitlements and negotiated a builder purchase agreement for the entire property. Key to the transaction was getting the site in front of contractors that could deliver on tight pricing constraints in a reliable manner. The transaction closed in March 2016 for $1,150,000.

North Reach
Land Investment Resources was the development manager for this 215 acre, 1,188-unit master planned town center project at the front door of the 2,000-acre Palisades golf club community. After coordinating the sale in 2015 to the individual owners of Bonterra Builders, who subsequently sold their company to AV Homes, we handled all entitlement issues and managed all site development for over two years. Project total value over $62,000,000.

Hennigan Place
A dramatic infill development project in the high value Providence Road corridor, we have crafted 8 custom home sites around a restored 1840 historic residence at a very competitive price point. Critical attention to architectural integrity drives value in this project with Peachtree Homes under contract as the exclusive builder Beginning with a $925,000 land price, income generation will be $1,725,000 with minimal infrastructure cost.

Wildwood
Land Investment Resources contracted for this 37-acre site in Southwest Mecklenburg in April 2016 and took it through the highest and best use and entitlement process. The 62-lot project was assumed by a merchant developer interested in a vested site. During the process we secured two builder offers for the site, which will ultimately be a $4,825,000 development.

Case 26-30215 Doc 542-1 Filed 11/11/26 Entered 11/11/26 20:36:13 Desc Exhibit
Exhibit A Page 20 of 22

Land Investment 2020+ Key Projects

North Reach Apartment Sites
Evolving from the project management role, LIR was engaged in the marketing of the two apartment sites at this mixed-use project. The Parkway site, with an eventual 272 units was closed in December 2017 with careful negotiations regarding land use agreements and estoppels from the Seller. The second Lakefront site was closed May 2021 including the North Reach portion plus an adjacent lakefront parcel that was for sale. Transaction value of $6,450,000.

Villas at Stonecrest
LIR contracted for this site with Living Hope Church near Stonecrest as the selected buyer from a bid process. A highly complex infill site, the 7.2-acre property was successfully rezoned for 61 townhomes at a density of 8 DUA. In addition to the rezoning, project issues have involved wetlands, access agreements and navigating around an adjacent cell tower site. (Closed June 2019 with Taylor Morrison)

Carolina Crossing
In a complicated rezoning, this 50 plus acre site adjacent to Sun City in Indian Land was quickly approved with virtually no opposition from the community after carefully planned community meetings. Portions of the property have been recently placed under contract to an assisted living developer and an investment company for a 290-unit apartment community. (Closed January 2021 with Madison Capital Partners)

Chestnut Lane
A 14-acre boutique site just successfully rezoned in the town of Stallings. The site plan navigates an intermittent stream, flood plain and long, narrow geometry. This property was contracted after only two weeks on the market and is being entitled for development by our builder client, Epcon Homes. Rezoning involved four Town Council meetings and extensive negotiations. (Closed March 2020 with Epcon Communities)

Creek Bend
Land Investment Resources is a partner and development manager for this 29-lot subdivision in Matthews, NC. We coordinated the land purchase, site rezoning, and financing structure. We will manage all entitlement issues and site development, for this project, which is under contract to a national homebuilder. Will generate more than 50% return on an investment value of $1,950,000. (Closed 2021 with Century Homes)

Mountain Glen
Another boutique single family niche project near the shores of Mountain Island Lake and the burgeoning Riverbend mixed use village. Consisting of 22 half acre lots on a carefully conserved site, LIR located, purchased and entitled the site with advantaged economics. (Closed August 2020 with Knotts Builders)

Case 26-30215 Doc 542-1 Filed 11/11/26 Entered 11/11/26 20:36:13 Desc Exhibit
Exhibit A Page 21 of 22

2022+ Land Investment Recent Entitlement Projects

Projects Client Driven

- Allburn – 80 Acres Harrisburg, NC
- Closed May 21 – Taylor Morrison
- Glen Meadow – 210 Lots, Inman, SC
- Closed February 21 – Stanley Martin
- Plaza Road – 80 Lots, Charlotte, NC
- Closed October 21 – Eastwood Homes
- Meadow Vista – 54 Lots, Mint Hill, NC
- Closed March 21 – Taylor Morrison
- M. Wallace – 78 Towns, Charlotte, NC
- Closed July 21 – Resibuilt, Atlanta

Projects Marketing

- Eagle Ridge – Niche Waterfront Site
- Serenity – Lake Marion Waterfront Site



Case 26-30215 Doc 542-1 Filed 11/11/26 Entered 11/11/26 20:36:13 Desc Exhibit
Exhibit A Page 22 of 22

EXHIBIT B
Assignment Agreement

Rehobeth Assignment Agreement

This Assignment Agreement (the "Agreement") dated November 9, 2026, (the "Effective Date") entered into among BRD Land & Investment, a South Carolina Partnership (the "Assignor") and Rehobeth Saluda Partners, LLC (the "Assignee" and together with the Assignor, the "Parties").

Background

Assignor is the debtor-in-possession with respect to that bankruptcy proceeding initiated by the Assignor with the filing of that voluntary petition under chapter 11 of the United States Bankruptcy Code, as amended, (the "Bankruptcy Code") on February 24, 2026, (the "Petition Date") in the Bankruptcy Court for the Western District of North Carolina (the "Bankruptcy Court"), Case Number 26-30215 (the "Bankruptcy Proceeding").

Assignor intends to assign certain of its executory contracts pursuant to procedures ordered by the Bankruptcy Court, and Assignee agrees to purchase such executory contracts on the terms and conditions set forth in this Agreement. The Assignor's obligations hereunder are subject to approval of this Agreement by the Bankruptcy Court.

Agreement

The Parties to this Agreement, intending to be legally bound, agree as follows:

1. **Assignment**. Assignor hereby transfers and assigns to Assignee all of Assignor's right, title, and interest in and to the Assigned Contracts (attached hereto as Schedule 1 and incorporated herein by reference) free and clear of all security interests, liens, claims and other encumbrances as provided by the Bankruptcy Code and the order by the Bankruptcy Court with all such liens attaching to the proceeds of the sale. Such assignment (the "Assignment") shall be irrevocable and shall include all of the Assignor's rights and obligations as set forth in the Assigned Contracts as of the Petition Date. The Parties agree that the Assignment is "as is, where is" with all faults.

2. **No Assumed Liabilities**. Except as expressly provided in this Agreement, the Assignee will not assume or be responsible for any liabilities of the Assignor related to the Assignment and the Assigned Contracts.

3. **Purchase Price**. The purchase price (the "Purchase Price") for the Assigned Contract shall be Two Hundred Thousand Dollars ($200,000.00). The Purchase Price shall be paid as follows:

   a. Upon the filing by the Assignor of an Assumption and Assignment Notice with the Bankruptcy Court for the Assigned Contract, Assignee shall provide to Assignor's attorney a cashier's check in an amount of five percent (5%) of the Purchase Price or $25,000.00, whichever is greater, to be held in escrow pending closing and approval of the Bankruptcy Court in the Bankruptcy Proceeding.

b. At Closing, the Assignee shall pay the remaining amount of the Purchase Price in cash.

4. **Closing**. The Closing of the sale of the Assigned Contract to the Assignee (the "Closing") shall take place a location mutually convenient to the Parties (or by electronic delivery and exchange of executed documents by the Parties and/or their counsel) within five (5) business days after final approval of the Assignment by Bankruptcy Court in the Bankruptcy Proceeding. At Closing:

a. The Assignor shall duly execute and deliver such other documents, agreements, instruments, consents, and undertakings as the Assignor reasonably deems necessary and appropriate to vest in the Assignee all right, title, and interest in, to, and under the Assigned Contracts;

b. The Assignee shall pay the balance of the Purchase Price, minus all amounts held in escrow, to the Assignor; and

c. The Parties shall duly execute and deliver such other documents, agreements, instruments, and undertakings as may be necessary to finalize this Agreement.

5. **Condition Precedent to Closing**. The Assignor's obligation to assign the Assigned Contracts and the Assignee's obligation to purchase the Assigned Contracts and to take other actions required of the Parties at Closing is subject to the entry of a final, non-appealable order in the Bankruptcy Case authorizing the Assignment or any other corresponding order approving any motion to be filed by the Debtor in the Bankruptcy Proceeding to seek approval of this Agreement.

6. **Other Provisions**

a. All notices for which provision is made in this Agreement shall be given in writing either by actual delivery of the notice into the hands of the party entitled to the notice or by mailing the notice by registered or certified mail, return receipt requested, in which case the notice shall be deemed to be given on the date of its mailing, addressed as follows:

If to Assignor:
BRD Land & Investment
c/o William A. Barbee, Chief Restructuring Officer
The Carillon
227 West Trade Street, Suite 1100
Charlotte, North Carolina, 28202

with a copy to Debtor's counsel:
Matthew L. Tomsic
Rayburn Cooper & Durham, P.A.
227 W. Trade St., Ste. 1200

Charlotte, North Carolina, 28202

If to Assignee:
Philip M. Hayes
C/O Land Investment Resources, LLC
3440 Toringdon Way
Suite 205
Charlotte, NC, 28277

With a copy to Assignee's counsel:
Lucas Brown
K & L Gates, LLP
301 Hillsboro Street
Suite 1200
Raleigh, NC 27603

b. The terms and provisions hereof shall inure to the benefit of and be binding upon the undersigned and each of them and their respective successors and assigns.

c. If any legal action or other legal proceeding relating to this Agreement or any of the agreements contemplated herein or the enforcement of any provision of this Agreement or any of the agreements contemplated herein is brought against any Party hereto, the prevailing Party shall be entitled to recover reasonable attorneys' fees, costs, and expenses (in addition to any other relief to which the prevailing Party may be entitled).

d. The invalidity or unenforceability of any of the provisions hereof shall not affect the validity or enforceability of the remainder hereof.

e. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

This Agreement is intended to be performed in the State of North Carolina, shall be governed by and construed and enforced in accordance with the laws of North Carolina, and any disputes related to this Agreement shall be litigated in the Bankruptcy Court for the Western District of North Carolina with the parties to this Agreement specifically consenting to the jurisdiction of the Bankruptcy Court.

This Agreement is intended for the benefit of the parties hereto and is not intended to benefit any third party.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as of the date and year first above written.

ASSIGNOR:

BRD LAND & INVESTMENT

By: William Burke
Its: CRO

ASSIGNEE:

REHOBETH SALUDA PARTNERS, LLC

By: PHILIP M. HAYES
Its: Manager/Member

Schedule 1

NOTICE: THIS PURCHASE AND SALE AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT OR, IF IT IS DEEMED NOT TO APPLY, PURSUANT TO THE NORTH CAROLINA UNIFORM ARBITRATION ACT

PURCHASE SALE AGREEMENT

~ 10.00+/- acres ~ Union County, NC
Parcel ID # 05144015B

THIS REAL ESTATE PURCHASE SALE AGREEMENT (the "**Agreement**") is entered into as of the Effective Date (defined below) by and between **BRD LAND & INVESTMENT,** a South Carolina general partnership (the "**Buyer**") and **CHARLOTTE REBECCA JOHNSTON** (the "**Seller**"), as of the latest date appearing on the signature page of this Agreement (the "**Effective Date**").

RECITALS

A. Seller is the owner of an undivided fee simple interest in that certain real property located along Rehobeth Road in Union County, North Carolina (the "**County**"), containing 19.00 +/- acres, more or less, and bearing Parcel ID # 05144015B as may be more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "**Parcel**"). During the Due Diligence Period (as such term is later defined herein), Buyer and Seller shall agree to the dimensions of, and properly survey, a 9 acre tract of land (the "**Retained Parcel**" "**Land**") which shall be subdivided from the Parcel and contain the approximate size and shape of the parcel designed as "9ac" on the drawing attached hereto as Exhibit "E" and retained by Seller. The Parcel, less the Retained Parcel, shall be the Land. The Land, together with the "Real Property," the "Improvements," and the "Intangible Property" (each as hereinafter defined), are collectively referred to in this Agreement as the "**Property**."

B. Real Property. As used in this Agreement, the term "**Real Property**" shall mean, collectively, all of Seller's right, title, and interest in and to: (a) the Land; (b) all buildings, structures, fixtures, equipment, improvements and personal property thereon (the "**Improvements**"); and (c) all of the rights, privileges, appurtenances, hereditaments, easements, reversions, privileges, and remainders pertaining to or used in connection with the Land and/or any of the Improvements, including, without limitation, all (i) development rights and credits, declarant rights, air rights, riparian, littoral, and other water rights and courses, and water stock relating to the Land, (ii) strips and gores, streets, alleys, easements, rights-of-way, public ways, or other rights appurtenant, adjacent, or connected to the Land, (iii) all rights in and to all drainage facilities, utility facilities, impact fee credits, concurrency rights, development rights, entitlements, sewer or water connections, reservations or tap-in rights, licenses, easements, applications, approvals, permits, credits,

capacities, approvals, zoning rights, annexation rights, plans, site plan rights, warranties and capacities and any and all similar development rights incident, related to, or appurtenant thereto in any respect, (iv) existing and future timber, crops and vegetation, and (v) minerals, oil, gas, and other hydrocarbon substances in, under, or that may be produced from the Land.

C. Intangible Property. As used in this Agreement, the term "**Intangible Property**" shall mean all of Seller's right, title, and interest in and to that certain intangible property owned by Seller or used by Seller exclusively in connection with all or any portion of the Real Property, including, without limitation, all of Seller's right, title, and interest, if any, in and to: (a) the Approvals, (as hereinafter defined), (b) all plats, improvement plans, drawings and specifications, including any CAD files, and development rights and credits relating to the Property, (c) all books, records, reports, test results, environmental assessments, if any, as-built plans, specifications, and other similar documents and materials relating to the use, operation, maintenance, repair, construction, or fabrication of all or any portion of the Real Property; (d) all rights, if any, in and to any trade names associated with the Property; (e) all transferable business licenses, architectural, site, landscaping, utility or other permits, applications, approvals, authorizations, pre-paid impact fees, utility fees and other entitlements affecting any portion of the Real Property; and (f) all transferable guarantees, warranties, and utility contracts relating to all or any portion of the Real Property.

D. Seller desires to sell and Buyer desires to purchase the Property according to the terms of this Agreement. The Land shall be more specifically delineated on the Boundary Survey as such term is later defined herein, to be prepared as stated in Section 8(c) with the good faith cooperation of Buyer and Seller.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and conditions herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller (also hereinafter collectively referred to as the "Parties") intend to be legally bound, and do hereby agree as follows:

1. AGREEMENT OF SALE AND PURCHASE: Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller the Property, in fee simple absolute, pursuant and subject to the terms and conditions set forth below.

2. PURCHASE PRICE: Subject to credits, adjustments and proration's hereinafter set forth, the purchase price (the "**Purchase Price**") for the Property shall be **Two Hundred Sixty Six Thousand Six Hundred Seventy and NO/100 Dollars ($266,670.00).** Buyer confirms all cash offer and no financing contingency.

3. DEPOSIT:

(a) Within 5 business days after the Effective Date, the sum of $2,000.00 as a good faith deposit (the "**Initial Deposit**") will be delivered by Buyer to Harvey and Vallini, PLLC, care of Harvey & Vallini, LLC, located at 497

Bramson Court, Suite 201, Mount Pleasant, SC 29464 (the "**Escrow Agent**"). The Initial Deposit, the Second Deposit, the Third Deposit any additional deposits, and any Extension Fee Deposit as such term is later defined herein, are hereinafter referred to collectively as the "**Deposit**") will be delivered by Buyer to Escrow Agent. The Deposit shall become non-refundable but applicable to the Purchase Price upon the termination of the Due Diligence Period; however, such non-refundability shall be subject to Seller's performance of its obligations set forth in this Agreement and satisfaction of the contingencies set forth in this Agreement. In the event Buyer terminates this Agreement on or before the expiration of the Due Diligence Period, the Initial Deposit shall be immediately refunded to the Buyer and the parties shall have no further rights of obligations to one another except those that specifically survive termination of this Agreement.

(b) If Buyer has not terminated this Agreement pursuant to Section 4 (i) and proceeds to Closing, Buyer shall deliver an additional $5,000.00 (the "**Second Deposit**") to Escrow Agent within 5 calendar days after Buyer's receipt of all public utilities that are available and approved by the applicable municipal authorities. The Second Deposit shall be non-refundable, but applicable to the Purchase Price at Closing; however, such non-refundability shall be subject to Seller's performance of its obligations under this Agreement and satisfaction of all contingencies set forth in this Agreement.

(c) The Escrow Agent shall make disbursements of the Deposit in accordance with this Agreement and in reliance upon written directions of the Buyer and Seller. In the event that a dispute arises with respect to the distribution of any funds held, the Escrow Agent shall withhold such disbursement or disposition until otherwise instructed by both of the parties or until directed by a court of competent jurisdiction. Buyer and Seller hereby jointly and severally release and waive any claims they may have against Escrow Agent that may result from its performance of its functions under this Agreement. Escrow Agent shall be liable only for loss or damage caused by any of its officer' or employees' acts of wanton or willful misconduct while performing as Escrow Agent. This Agreement will constitute escrow instructions to the Escrow Agent in its capacity as escrow agent for the purposes of administering the Deposit and otherwise provided in this Agreement.

4. <u>DUE DILIGENCE PERIOD</u>: Buyer shall have 180 days (the "**Due Diligence Period**") from the Effective Date or the date to investigate the feasibility of the Buyer's Intended Use of the Property as more fully stated herein.

(a) During the Due Diligence Period, Seller shall provide the Buyer and Buyer's agents or designees the right to enter the Property during normal business hours for purposes of performing such investigations and other inquiries, tests and evaluations as Buyer deems reasonably necessary to

determine, in Buyer's sole discretion, whether the property is suitable for Buyer's intended development plan. The Buyer's inspection shall include, without limitation, economic, legal and title analysis, environmental and engineering reports, development and/or engineering conditions, determining the availability and adequacy of utilities, applicable rights of ways, easements, setbacks and other matters of title, and performing such other reasonable and customary due diligence as Buyer elects to perform. All such investigations shall be at Buyer's sole expense and shall be subject to the terms and conditions set forth below.

(b) Buyer agrees that Buyer and Buyer's agents will leave the property in generally the same condition as Buyer found it, and as a condition precedent to its right of entry, Buyer assumes responsibility for any damages caused by the exercise of its Due Diligence activities. Buyer agrees to indemnify Seller as to any damage done to Seller's property pursuant to Buyer's exercise of its Due Diligence activities.

(c) Buyer may apply for a Jurisdictional Determination ("**JD**") from the US Army Corps of Engineers with the cooperation and assistance of Seller.

(d) Property Materials. Within 3 Business Days after the start of the Due Diligence Date (the "**Document Delivery Date**"), Seller shall, at Seller's sole cost and expense, provide to Buyer true, correct, and complete copies of all of the following data, information, and documents whether paper or digital, which relate to, evidence, or describe either the Land, the Improvements, or any Intangible Property, or any singular item or partial item thereof, or any combinations thereof, (each a "**Property Material**" and collectively, the "**Property Materials**") which are in Seller's Possession or Control, as such term is later defined herein, or written notice as to the non-possession by Seller of any such Property Material:

(1) All existing maps, surveys, site plans, subdivision plans and/or plats, and development plans for the Property (including, without limitation, with respect to offsite development related to the Property);
(2) All title abstracts, title commitments, and title policies relating to the Property;
(3) All existing environmental reports;
(4) Topography survey, wetlands reports, and soil borings;
(5) All leases, occupancy agreements, operating agreements, and licenses that affect the Property;
(6) All zoning stipulations, agreements, and requirements that affect or that are proposed to affect the Property;
(7) All archaeological, biological, soil, geological, grading, drainage, and hydrology reports, surveys, or assessments and any other engineering reports for the Property;

(8) The contact information for all engineers, architects, draftspersons, and/or consultants known to Seller to have information concerning the Property and/or its development (each of whom Buyer shall be authorized to contact, discuss the Property and/or its development with, and, if desired by Buyer, retain at Buyer's expense);

(9) Any third-party reports, contracts, and agreements of any kind in Seller's possession or control pertaining to the Property;

(10) All permits issued by any municipal, county or other governmental authority relating to the Property;

(11) All easements that relate to the Property; and

(12) Any other permits, applications, subdivision plans, development plans, technical data, utility capacity, traffic capacity, school capacity, zoning confirmations, concurrency information, licenses, approvals, orders, notices, consents, certificates, agreements, appraisals, boundary and topographical surveys, reports (including, without limitation, soils reports, hydrological reports, and environmental and endangered species reports), tests, studies, construction and site plans, specifications and plats, that relate to the Property or that may assist Buyer in its evaluation of the Property and the Buyer's Intended Use. In addition, within three (3) business days after Seller receives any additional information, of the types described above, while this Agreement remains in effect, Seller shall deliver copies of such additional information to Buyer.

For purposes of this Section 4, the term Seller's Possession or Control shall mean any Property Material that is in the possession, custody or control of any attorney, engineer, surveyor, title company, title agent, or consultant that performed any consulting, investigation, advising, or other work on behalf of Seller or any employee of Seller regarding the Property.

At the time of the execution of this Agreement, the Parties agree that the Sellers have provided all Property Materials in its possession and control.

(e) Seller shall promptly furnish to Buyer for its review (a) any of the items described in this Section 4 that may come into Seller's possession or control from and after the Document Delivery Date, and (b) any additional documents and information in the possession or control of Seller reasonably requested in writing by Buyer. Notwithstanding the foregoing, the Sellers shall have no responsibility to provide any items described in this Section 4 which were not already in existence on the Effective Date.

(f) Until the Closing, Buyer and Buyer's agents or designees shall have the right to enter the Property during normal business hours for purposes of

performing such investigations and other inquiries, tests and evaluations as Buyer deems reasonably necessary, including without limitation economic, legal and title analysis, securing environmental and engineering reports, determining the availability of suitable utilities, and performing such other reasonable and customary due diligence as Buyer elects to perform. All such investigations shall be at Buyer's sole expense and shall be subject to the terms and conditions set forth below.

(g) Should Buyer fail to close for any reason other than a default by Seller, Buyer shall provide Seller with copies of all nonproprietary due diligence materials including but not limited to surveys, geotechnical reports, and environmental reports.

(h) At any time on or before the expiration of the Due Diligence Period, Buyer in its sole discretion, shall have the right to terminate this Agreement by written notice thereof to the Seller, and upon any such termination, Escrow Agent shall return the Deposit to Buyer and thereafter the parties shall have no further obligations to one another except those that expressly survive termination of this Agreement.

(i) During the Due Diligence Period, Buyer and Seller shall agree to a restrictive covenant clause that shall be added to the Deed, as such term is later defined herein, that restricts the removal of any healthy tree located within specific areas of the Land when such tree has a diameter of more than 20 inches measured 4.5 feet above the ground at the base of any such tree. This restriction shall not apply to any tree that is located within (1) any driveway, sidewalk or road constructed on the Land and any related road right of way, (2) easements granted on the Land, (3) septic tanks and septic fields constructed on the Land, (4) the building envelope of any home, garage, or other structure constructed upon the Land, (5) 20 feet of the building envelope of any detached garage or other detached structures constructed on the Land; and (6) within 30 feet of any home constructed on the Land.

5. CLOSING.

(a) In the event that Seller has not defaulted hereunder and all of the conditions precedent to Buyer's obligations hereunder, including the Conditions to Closing (collectively the "**Conditions Precedent**") have been satisfied or waived by Buyer's written notice of same pursuant to this Agreement, closing under the terms of this Agreement (the "**Closing**") shall be held at the offices of Escrow Agent on or before thirty (30) days after Buyer's receipt of (i) all applicable permits as required for Buyer's Intended Use and (ii) Approvals as such term is later defined herein. Buyer may extend Closing by two (2) periods of Thirty (30) days each (each a "**Closing Extension**" and collectively being the

"**Closing Extensions"**) by depositing an additional $1,000.00 with Escrow Agent for each 30 day extension (each extension deposit being an "**Extension Fee Deposit**" and collectively being the "**Extension Fee Deposits"**). Such Extension Fee Deposits shall be non-refundable but applicable to the Purchase Price at Closing; however, such non-refundability shall be subject to Seller's performance of its obligations under this Agreement, the satisfaction of the contingencies set forth in this Agreement, and any other terms of the Agreement which specifically provide for the return of the Deposit to Buyer.

(b) Performance of the terms of this Agreement shall be considered good and sufficient upon receipt by the settlement agent conducting Closing of the cash required at Closing, the deed, and such other papers as are required to consummate Closing hereunder.

(c) Possession of the Property shall be given to Buyer or its agents and assigns at the time of settlement, free from any parties in possession.

(d) Seller Deliverables. On or before the Closing Date, Seller, at its sole cost and expense, shall deliver or cause to be delivered to the Closing Agent (to be held in escrow pending the Closing) the following items, documents, and instruments, each dated as of the Closing Date, fully executed and, if appropriate acknowledged or attested to, and, if applicable, in proper form for recording:

(1) Deed. The Deed conveying good, marketable, and insurable title to the Property to Buyer in the form of Exhibit "B" attached hereto (the "**Deed**"), subject only to the Permitted Exceptions.
(2) Lien Waiver.
(3) Non-Foreign Affidavit. A Non-Foreign Affidavit in the form attached hereto as Exhibit "C" (the **"Non-Foreign Affidavit**").
(4) General Assignment. A general assignment to Buyer of the Intangible Property in the form attached hereto as Exhibit "D" (the "**General Assignment")**.
(5) Proof of Authority. Such proof of Seller's authority and authorization to enter into this Agreement and the transaction contemplated hereby, and such proof of the power and authority of the individual(s) executing or delivering any instruments, documents, or certificates on behalf of Seller to act for and bind Seller as may be reasonably required by Title Insurer, Escrow Agent, or Buyer**.**
(6) A "**Certification of Non-Foreign Status**" which meets the requirements of Section 1445 of the Internal Revenue Code and Internal Revenue Regulations for the purpose of informing the transferee that withholding of Federal taxes is not required.

(7) Other. Such other items, documents, and instruments as may be reasonably required by Buyer, Title Insurer, Escrow Agent or otherwise in order to effectuate the provisions of this Agreement and the Closing and/or otherwise to fulfill the covenants and obligations to be performed by Seller at the Closing pursuant to this Agreement. In the event any individual constituting the Seller is married and such individual's spouse is not a party to this Agreement, then Seller shall cause such spouse to join in the execution and delivery of the Deed for purposes of releasing all marital interests in the Property.

(e) Buyer Deliverables. On or before the Closing Date, Buyer, at its sole cost and expense, shall deliver or cause to be delivered to the Escrow Agent, as applicable (to be held in escrow pending the Closing) the following funds and the following items, documents, and instruments, each dated as of the Closing Date, fully executed and, if appropriate acknowledged, and, if applicable, in proper form for recording:

(1) Purchase Price. To the Escrow Agent, cash or other immediately available funds in an amount equal to the unpaid sum of the Purchase Price, less the Deposit, plus Buyer's share of the Closing Costs.

(2) Proof of Authority. To the Escrow Agent, such proof of Buyer's authority and authorization to enter into this Agreement and the transaction contemplated hereby, and such proof of the power and authority of the individual(s) executing or delivering any instruments, documents, or certificates on behalf of Buyer to act for and bind Buyer as may be reasonably required by Title Insurer, Escrow Agent, or Seller.

(3) Other. Such other items, documents, and instruments as may be reasonably required by Seller, Title Insurer, Escrow Agent or otherwise in order to effectuate the provisions of this Agreement and the Closing and/or otherwise to fulfill the covenants and obligations to be performed by Buyer at the Closing pursuant to this Agreement.

(f) Possession of the Property shall be given to Buyer or its agents and assigns at the time of settlement, free from any parties in possession, except as otherwise disclosed to the Buyer as part of the Property Materials.

(g) If Buyer does not purchase the Property then the Buyer will turn over any and all work product they have performed including but not limited to the preliminary site plan, survey, Phase 1 environmental assessment, etc.

6. ADJUSTMENTS AT CLOSING: Real estate taxes, general and special, and usual water and sewer charges are to be adjusted to the date of settlement and thereafter assumed and paid for by Buyer. Buyer shall pay, when and if due, any impact fees imposed by the

governmental authorities on development of the Property. Roll-Back Taxes applicable to any years, including the year of closing and years prior thereto, shall not be subject to proration, but shall be paid by Seller at Closing.

7. CLOSING COSTS: Examination of title, owner's and mortgagee's title insurance, survey, tax certificates, notary fees, and recording charges are to be at the cost of Buyer; provided, however, that if Seller breaches its obligations under Subparagraph 8(c), Seller shall (in addition to its other default obligations under Paragraph 13) pay or reimburse Buyer for all reasonable title and survey costs actually incurred by Buyer. Seller shall pay the cost of obtaining releases of all monetary liens encumbering the Property. All documentary stamps and recordation and transfer taxes shall be paid by the Seller. Each party shall pay for the cost of their respective legal counsel. Seller shall pay for the preparation of the deed.

8. Title:

(a) Absolute fee simple title to the Property is to be conveyed at the time of Closing, free of all liens, encumbrances, judgments, covenants, restrictions, easements and rights of way, recorded or unrecorded; subject, however, to those matters (if any) affecting title to the Property which are set forth in the Title Commitment referred to below and accepted by Buyer in accordance with Subparagraph 8(b) (the "Permitted Exceptions"). Title is to be merchantable, good of record and in fact, and insurable without exceptions (other than Permitted Exceptions) at standard rates by a recognized title insurance company licensed to do business in the State of North Carolina.

(b) After the Effective Date, Buyer shall, at its own expense, order a standard ALTA form B commitment for owner's title insurance for the property, as the same may be revised, (the "Title Commitment"). If Buyer, in its sole discretion, finds that any of the exceptions to title set forth in the Title Commitment would interfere with its contemplated development of the Property (the "Objectionable Exceptions"), Buyer shall give written notice(s) to Seller setting forth the Objectionable Exceptions. If Buyer fails to give notice(s) of Objectionable Exceptions within one hundred twenty (120) days after the Effective Date, Buyer shall be deemed to have accepted all title exceptions which are reported in the Title Commitment; if Buyer does give such notice, Buyer shall be deemed to have accepted all title exceptions reported in the Title Commitment other than the Objectionable Exceptions expressly set forth in the notice. After receipt of any notice of Objectionable Exceptions, Seller, in its sole discretion, shall have the option to cure or not to cure any of the Objectionable Exceptions noted in any such notice(s). Seller shall promptly commence and diligently pursue good faith and reasonable efforts to cure such Objectionable Exceptions and the Closing date, if necessary, shall be extended for the period of time required to allow Seller to cure such Objectionable Exceptions. If Seller shall not have succeeded in curing such Objectionable Exceptions, despite its good faith and reasonable efforts, within thirty (30) days from receipt of the notice of such Objectionable Exceptions, or if Seller elects in the first instance not to cure such Objectionable Exceptions, Buyer shall have the right either (i) to purchase the

Property subject to such Objectionable Exceptions not cured by Seller, or (ii) to terminate this Agreement on or prior to the expiration of the Due Diligence Period. In the event of termination pursuant to this Subparagraph 8(b), the Deposit shall be promptly returned to Buyer and thereafter the parties shall be relieved of further liability to one another. Notwithstanding the foregoing, (i) due and unpaid taxes, any deeds of trust, mortgages, judgment liens, and other monetary liens against the Property shall be deemed Objectionable Exceptions, whether Buyer gives written notice of such or not, and shall be removed by Seller at or before the time of Closing, and (ii) Buyer shall have the right to terminate this Agreement and receive a complete refund of the Deposit if any survey discloses any matter which, in Buyer's reasonable opinion, would interfere with Buyer's contemplated development of the Property.

(c) The Buyer may cause a certified boundary survey to be prepared for the Property (the "**Boundary Survey**"), at Buyer's expense, by a registered North Carolina land surveyor, which shall be completed prior to the expiration of the Due Diligence Period. If this survey is used to prepare the legal description for the Seller's deed, this legal description shall be approved, in writing, by Seller which said approval shall not be unreasonably withheld.

(d) After the Effective Date, Seller shall not voluntarily alter title to the Property or voluntarily seek any zoning changes, entitlements or other governmental approvals with respect to the Property, without Buyer's prior written approval except in support of Buyer's actions to obtain the same as specified in this Agreement.

9. REPRESENTATIONS AND WARRANTIES OF SELLER: Seller represents and warrants to the Buyer as follows:

(a) Seller has the full right, power and authority to enter into and carry out and perform this Agreement, without obtaining any further approvals or consents. Seller is the owner of the Property in fee simple absolute and has all right, power and authority to enter into this Agreement. The entering into this Agreement and consummation of this transaction by Seller will not violate any law or governmental regulation, order or decree to which Seller is subject or any agreement or other instrument to which Seller is a party or by which it is bound.

(b) Seller has not made any commitments or representations to the applicable governmental authorities, any adjoining or surrounding property owners, any civic association, any utility, or any other person or entity which would in any manner be binding upon Buyer, except as provided for in this Agreement.

(c) There are no leases, tenancies, licenses, or other rights of occupancy or use for any portion of the Property.

(d) There is no threatened or pending annexation, condemnation or other judicial or administrative proceedings against or affecting any part of the Property.

(e) Neither Seller nor to the best of Seller's knowledge any other third party, used, generated, manufactured, stored or disposed of any Hazardous Substance in, at, on, under or about the Property or transported any Hazardous Substance to or from the Property. "Hazardous Substances" as used in this Section 10(e) shall mean and include all hazardous or toxic substances, wastes or materials, and all pollutants and contaminants, including but not limited to those elements or compounds which are contained in the list of hazardous substances adopted by the Unites States Environmental Protection Agency ("EPA") and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including strict liability) or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or any time hereinafter in effect. Furthermore: (a) To the best of Seller's knowledge the Property is not in violation, nor has been or is currently under investigation for violation of any federal, state or local law, ordinance, permit or regulation relating to industrial hygiene, worker health and safety, or to the environmental conditions in, at, on, under or about the Property including, but not limited to, soil and groundwater conditions; (b) the Property has not been subject to, and is not within 2,000 feet of, a deposit of any Hazardous Substance; (c) there has been no discharge, migration or release of any Hazardous Substance from, into, on, under or about the Property; (d) there is not now, nor has there ever been on or in the Property underground storage tanks or surface or below-grade impoundments, any asbestos-containing materials or any polychlorinated biphenyls used in hydraulic oils, electrical transformers or other equipment; (e) there are no non-tidal wetlands or flood plain areas, as defined by law or governmental regulations, located on the Property; and (f) there is no construction or other debris or refuse including, but not limited to, trash, rocks, stumps, concrete, or asphalt, buried upon the Property, unless Buyer has consented in writing to the same. Seller shall not, nor permit a third party to, use, manufacture, generate, store or dispose of any Hazardous Substances in, at, on, under or about the Property. Seller hereby assigns to Buyer as of Closing all claims, counterclaims, defenses or actions, whether at common law or pursuant to any other applicable federal or state or other laws which Seller may have against any third parties relating to the existence of any Hazardous Substance in, at, on, under or about the Property.

(f) There exists no violation of any law or governmental order or regulation or of any easement, restriction, condition or covenant of record affecting the Property.

(g) Seller has not and shall not while this Agreement is in full force and effect: (a) enter into any other option or sales contract for the Property or any portion thereof, (b) execute any deeds, restrictive covenants, development agreements or right of way agreements, or apply for or consent to any zoning change (except as required herein) affecting the Property or take any other action that is not necessary for the purposes contemplated herein or that would adversely affect, the Property or Buyer's rights under this Agreement; or (c) grant any easement,

license or right to use the Property or portion thereof without Buyer's written approval, which shall not be unreasonably withheld.

(h) Seller is the owner in fee simple of the Property. Seller has the full power and authority to execute this Agreement and to consummate the transaction contemplated herein.

(i) Seller is not prohibited from consummating the transaction contemplated by this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

(j) Seller has not received any notice of, and, to Seller's knowledge, there does not exist any current violations of any laws, statutes, ordinances, regulations or existing, pending or anticipated litigation or other claim, action, suit or proceeding involving the Property or that would impair Seller's ability to perform their obligations under this Agreement. During the term of this Agreement, Seller shall comply with any and all covenants, conditions, restrictions, laws, statutes, rules, regulations, ordinances, and notices given by any governing authority applicable to the Property and shall maintain the Property in its present state of repair and in substantially the same condition as of the date of this Agreement.

(k) There are no leases, tenancies, options, rights of first refusal, licenses, or other agreements applicable to or affecting the Property. No third party has any right to utilize or possess the Property, there are no adverse parties in possession of any portion of the Property, there are no encroachments by Seller on the property of others or others on the Property and no other person or entity claims, has claimed, or could justifiably claim any retained rights in the Property under an earlier-in-time purchase contract.

(l) During the time Seller has owned the Property, and to Seller's knowledge with regard to the time prior to Seller's ownership of the Property: (1) none of the Property has been excavated; (2) no landfill was deposited on or taken from the Property; (3) no construction or other debris (including, without limitation, livestock, other organic materials, strippings, rocks, stumps or concrete) has been buried upon the Property; and (4) the Property has not contained a bury or borrow pit.

(m) No commitments, representations or agreements, such as but not limited to conditional zoning, have been made to any governmental authority, utility company, school board, church, religious body, homeowner's association, or other organization, group, or individual that would impose an obligation upon Buyer to construct any improvements, dedicate or maintain any land or improvements, pay any money, perform any obligation or which would otherwise affect the ownership or development of the Property by Buyer.

(n) All assessments that are liens against the Property are shown in the official records of the taxing authorities in whose jurisdiction the Property is located; no improvements (site or area) have been constructed or installed by any public authority, the cost of which may be assessed in whole or in part against any part of the Property in the future; and Seller has not been notified of any possible future improvements that might create an assessment against any part of the Property.

(o) Seller is not, nor will he/she become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(p) The property contains no Threatened Species or Endangered Species or protected habitats. "Endangered Species" shall mean any species that is in danger of extinction throughout all or a significant portion of its range and any species that is defined as endangered under any state or federal law, regulation, permit, or judicial, administrative or governmental order. "Threatened Species" shall mean any species that is likely to become endangered in the foreseeable future throughout all or a significant portion of its range and any species that is defined as threatened under any state or federal law, regulation, permit, or judicial, administrative or governmental order.

(q) To the best of Seller's knowledge the Property contains no Cultural Resources or other items of archeological significance as defined by applicable state or federal law. "Cultural Resources" shall be the physical evidence or features, both natural and manmade, or place of or associated with past activities and accomplishments of people including, but not limited to, any site, cemetery, burial ground, gravestone, building, structure, landscape, object, or natural feature possessing significance, either individually or as groupings, in history, architecture, or human cultural development.

(r) Buyers and Sellers acknowledge and understand that there is a public water line abutting the Property; however, this is only a supply line and not currently available for access or tapping by the Property Owners for use on the Property.

The foregoing representations and warranties shall be true and correct from the date hereof to the Closing, shall be true and correct and in full force and effect, as the case may be, and deemed to have been reaffirmed and restated by Seller as of the date and time of the Closing, and shall survive the Closing for a period of one year and shall not be merged upon delivery of the Deed, and shall inure to the benefit of and be enforceable by Buyer, its successors and assigns. In the event Seller becomes aware that any representation or warranty is untrue,

inaccurate or incorrect or that any covenant of Seller has been breached, Seller shall deliver written notice to Buyer thereof within 48 hours of obtaining such knowledge (but, in any event, prior to the Closing).

10. COVENANTS OF SELLER: Seller covenants with Buyer that from the Effective Date until Closing:

(a) Seller shall keep the Property in its present physical condition and shall not excavate or disturb or alter the Property, except as may be required by governmental authorities or to deal with a bona fide emergency.

(b) Seller shall not commit any waste upon the Property or bring or allow to be brought onto the Property any Hazardous Materials. Seller shall not create or incur any mortgage, lien, pledge, or other encumbrance in any way affecting the Property or other nuisance upon the Property or any other action which may adversely affect the value of the Property and shall observe all laws, ordinances, regulations and restrictions affecting the Property; or bury or dump or permit the burial or dumping of any trees, stumps, boulders, trash, refuse or brush on any portion of the Property.

(c) Seller shall promptly advise Buyer in writing of any matters coming to Seller's attention indicating the inaccuracy of any of Seller's representations or warranties set forth in this Agreement and give to Buyer copies of any notices which Seller receives from governmental authorities relating to the Property.

(d) From and after the Effective Date, Seller will not solicit any offers to purchase the Property from any party other than Buyer and will not market the Property to any other parties.

(e) Seller shall not enter into any contract regarding all or any portion of the Property (including, but not limited to, any lease) which cannot be terminated prior to Closing without notice and without charge, cost, or penalty. Further, any leases which are currently in place must be cancelled prior to Closing and not renewed.

(f) Seller covenants and agrees that Buyer may apply for and must receive prior to Closing: (i) if the Property is being subdivided from a larger parcel of property, approval of the subdivision plat for the Land that subdivides the Property and the Retained Property as separate parcels (the "**Subdivision Plat**"), which shall be consistent with the Boundary Survey, (ii) a wetlands delineation survey which accurately depicts and delineates any wetlands located on the Property, and a Jurisdictional Determination letter from the United States Army Corps of Engineers indicating whether any water bodies located within the boundaries of the Property meet the definition of "waters of the United States" under the Federal Water Pollution Control act, also known as the Clean Water Act, 33 U.S.C. Section 1251, et. seq. and its related Regulations, and any related permits, (iii) encroachment approvals and permits from adjacent roads or rights

of way to the Property; (iv) development site plan approval for the Property, (v) all required land disturbance and storm water approvals and permits, (vi) septic system and water plan approvals and permits from the appropriate municipal authorities, (vii) approval by all applicable State, County, and municipal authorities, utility companies and adjacent land owners of all agreements and arrangements necessary to provide the Property with water, septic tank system, and all utility services and road connections necessary or desirable for the Buyer's Intended Use, (viii) all other State, County, municipal, and utility provider approvals, permits and entitlements, and (ix) Annexation of the Property (collectively, the "**Approvals**") all in forms satisfactory to Buyer and which enable Buyer's development of the Property according to Buyer's Intended Use. Seller agrees to cooperate with Buyer's efforts to obtain the Approvals, including, without limitation, allowing applications to be made in Seller's name. Seller agrees to execute all reasonable and customary documents and petitions required to obtain the Approvals. Seller shall be notified of each submittal to any governmental authority and shall when appropriate be allowed to offer input to any submittals. Seller acknowledges that time is of the essence with regard to the matters set forth in this Section 10 and agrees to work with Buyer in good faith and without delay on such matters.

(g) Seller shall work in good faith with Buyer to help Buyer's surveyor complete the Boundary Survey.

11. CONDITIONS TO BUYER'S OBLIGATION TO CLOSE: Notwithstanding anything to the contrary contained in this Agreement, Buyer's obligation to close this transaction is subject to the satisfaction of the following conditions (each a "Condition to Closing" and collectively, the "Conditions to Closing") on or as of Closing, unless an earlier date is specified in this Agreement:

(a) Seller's Representations and Warranties. Seller's representations and warranties set forth in this Agreement are materially true, complete and correct and Seller has delivered to Buyer Seller's Certificate of Representations and Warranties dated not more than 5 days prior to the date of Closing.

(b) Seller's Performance of Terms of Agreement. Seller has materially performed all of its obligations to be performed by Seller hereunder and is not in default hereunder.

(c) Buyers Receipt of Unconditional Title Commitment. Buyer shall have received an unconditional commitment as of Closing to issue to Buyer an ALTA owner's policy of title insurance, with coverage in the amount of the Purchase Price, insuring good, marketable and insurable fee simple title to the Property free and clear of all matters except the Permitted Exceptions (the "Title Policy") at standard rates.

(d) Legal Access. There is legal access, including ingress and egress, to and from the Property directly a road acceptable to Buyer and such access is legally

sufficient and adequate in scope, size, type and form as determined by Buyer and Buyer's counsel in their sole discretion to support the units, common areas and amenities to be developed on the Property.

(e) Approvals. Receipt by Buyer of all Approvals with all appeal periods having expired and no appeals having been filed or all appeals having been conclusively resolved in favor of Buyer with only those conditions and stipulations to such Approvals which were approved by Buyer.

(f) Receipts of Buyer. The receipt by Buyer of all written agreements, permits, approvals, arrangements, letters, commitments or other evidence satisfactory to Buyer establishing to Buyer's satisfaction that the Conditions stated in Sections 11(a) through 11(e) have been satisfied and remain satisfied as of Closing.

(g) Adverse Changes. In Buyer's sole opinion there shall be no adverse changes in the condition of the Property or affecting the Property or Buyer's Intended Use not caused by Buyer between the time of Buyer's inspection of the Property during the Due Diligence Period and the Closing including, but not limited to:

i) Title to the Property;
ii) Access to the Property; and
iii) The environmental condition of the Property.

(h) Septic Lots: Buyer shall have received acceptable conformation that the Lots will perc to support Buyer's Intended Use of the Property or receipt of sewer permits to support Buyer's Intended Use. Buyer shall have also received permits for public water and other utilities.

Subject to any applicable notice and cure rights of Seller provided for herein, if any of the foregoing Conditions to Closing are not fulfilled on or before the date by which such condition is to have been satisfied, Buyer may, in addition to any other right or remedy available to Buyer under this Agreement, (i) waive any such unsatisfied condition(s) and proceed with Closing, (ii) extend the date of Closing or otherwise toll this Agreement until such condition(s) are satisfied, or (iii) terminate this Agreement, whereupon Escrow Agent shall return the Deposit to Buyer, and Buyer, Seller and Escrow Agent shall have no further obligation pertaining to the purchase or sale of the Property, except for those which expressly survive any such termination.

12. BUYER'S DEFAULT: If Buyer fails to tender Closing on the Property and Seller is ready, willing and able to perform, or if Buyer shall otherwise breach or default under any of the provisions of this Agreement, and in any case of Buyer's default Buyer and Seller nevertheless agree that Seller has complied with and remains in compliance with all of the terms and conditions set forth in Paragraph 11 "Conditions to Buyer's Obligation to Close", then, provided Buyer has received written notice from Seller specifying the nature of the breach or default and Buyer fails to cure the specified breach or default within 10 days after receipt of the notice, Escrow Agent shall, upon the receipt by Escrow Agent from Buyer of written notice acknowledging Buyer's uncured breach or default, deliver the Deposit paid to date to Seller as complete and liquidated damages and as Seller's sole remedy. Thereafter, this Agreement shall automatically terminate and

Buyer and Seller shall be relieved of further liability hereunder, at law or equity. In such an event, the Buyer shall provide to the Sellers copies of any and all Due Diligence work done on or on behalf of the Property at the time of such Buyer's Default. Seller expressly waives all rights of action against Buyer for specific performance and any other equitable remedies or damages for any matter arising out of or relating to this Agreement. Any attendance at Closing by either party shall not nullify this provision for payment of liquidated damages as Seller's sole remedy.

13. **SELLER'S DEFAULT**. In the event Seller shall fail to tender and complete Closing hereunder, Buyer shall have the right to seek specific performance of this Agreement (including ancillary equitable relief) and in the instance where specific performance is not available as a remedy, Buyer shall be entitled to pursue any other remedies available in law of equity or may, in the alternative, elect to terminate this Agreement, whereupon the Escrow Agent shall deliver to Buyer a complete refund of the Deposit and thereupon the parties shall have no further rights or obligations hereunder.

14. **NOTICES OF VIOLATIONS**: All notices of violations of laws, regulations, or requirements issued by legal authority affecting the Property shall be complied with (and applicable fines, if any, paid) by Seller, at its own expense, prior to Closing. All judicial or administrative proceedings brought on account of such violations shall be defended by Seller. The Property shall be conveyed free of any such violations.

15. **RISK OF LOSS**. Until execution and delivery of the deed at Closing, the risk of loss or damage to the Property by fire or other casualty is assumed by Seller.

16. **CONDEMNATION**. If, at or prior to the time of Closing, any portion of the Property shall be condemned or taken pursuant to any governmental or other power of eminent domain, any written notice of taking or condemnation is issued, or any proceedings are instituted by any governmental authority having the power of eminent domain, and any such condemnation or taking has an adverse effect upon Buyer's intended development of the Property, as reasonably determined by Buyer, the Buyer shall have the right to terminate this Agreement by giving Seller written notice to that effect within fifteen (15) days after receiving written notice from Seller advising of the condemnation or taking. In that event, the Deposit shall be promptly returned to Buyer and thereafter both Seller and Buyer shall be relieved of further liability under this Agreement, at law or in equity. In the event of condemnation, if Buyer is entitled to terminate this Agreement but elects not to do so or if Buyer is not entitled to terminate this Agreement, Buyer shall proceed to settlement with an equitable reduction in the Purchase Price equal to the condemnation award paid to Seller. If Buyer shall proceed to Closing and the portion of the Property to be condemned has not yet been taken and paid for by the condemning authority by the time of Closing then there shall be no abatement in the Purchase Price and Seller shall assign to Buyer at the time of settlement of all Seller's right to any unpaid condemnation awards, and Seller shall convey the entire Property to Buyer. Buyer shall be entitled to participate jointly with Seller in all negotiations with the concerning authority and any settlement of any pending or threatened condemnation proceedings shall be subject to Buyer's approval, such approval not to be unreasonably withheld, conditioned, or delayed. If Seller has knowledge of any pending or threatened condemnation proceedings or actions, Seller will promptly advise Buyer in writing.

17. **ASSIGNMENT:** Buyer shall have the right to assign this Agreement without Seller's consent and/or at its election to designate an alternative grantee to take title from Seller at Closing however Buyer shall remain liable under this Agreement as if no assignment had occurred.

18. **FORCE MAJEURE:** In the event that either party hereto shall be delayed or hindered in or prevented from performing work or doing acts required under the terms of this Agreement (except for any obligations to make payments to the other party hereunder) as a result of the following force majeure events ("**Force Majeure Events**"), including (i) acts of God such as flood, fire, earthquake, explosion, widespread illness, epidemic, or pandemic; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government law or order; (v) actions, embargoes or blockades in effect on or after the date of this Agreement; (vi) action by any governmental authority; (vii) national or regional emergency; (vii) strikes, labor stoppages or slowdowns or other industrial disturbances; and (viii) shortage of adequate power or transportation facilities; and (ix) other similar events beyond the reasonable control of and not the fault of the party impacted by the Force Majeure Event (the "**Affected Party**"), then performance of such act shall be excused for the period of the delay, and thereafter the period for the performance of any such act and any Purchase Price increases shall be extended for the lesser of (i) a period equivalent to the period of such delay, or (ii) 364 days (the "Extension Period"). The Affected Party shall give notice within 5 days from the Force Majeure Event to the other party, in the manner provided in Section 19, stating the period of time the occurrence is expected to continue. If upon the expiration of the Extension Period the required act remains unperformed, Buyer may either postpone said performance pursuant to Paragraph 8 and forthwith continue to settle Lots as provided herein, or Buyer may at its option terminate this Agreement, and in such event the Deposit shall be returned to Buyer within 10 days of such termination and there shall be no further liability on the part of either party to the other.

19. **SIMULTANEOUS CLOSING.** Buyer's obligations to purchase the Property from Seller under this Agreement are expressly conditioned on Buyer simultaneously closing on the purchase from Seller of the Property listed in this Agreement as well as the Purchase Sale Agreements for the following properties located in Union County, North Carolina: (i) that parcel located 5520 Rehobeth Rd containing 5.29+/- acres more or less bearing Parcel # **05144017,** and (ii) that parcel located 5518 Rehobeth Rd containing 105.28+/- acres more or less bearing Parcel # **05144015A,** (iii) that parcel located at 0 Rehobeth Rd containing 29.6 +/- acres more or less bearing Parcel # **05144015C**

20. **NOTICE:** All notices and other communications under this Agreement shall be in writing and shall be deemed duly given if personally delivered (with signed receipt and deemed received upon delivery), mailed by certified mail, return receipt requested, first class, postage prepaid (and deemed received upon the next business day after being sent by certified mail), or via email:

If to Buyer, to:

BRD LAND & INVESTMENT
254 Kingsley Park Dr, Suite 110
Fort Mill, SC 29715
Attn: Tim Samuels
Email:info@esteroproperty.co.nz
and trsamuels22@gmail.com

with a copy to:

HARVEY AND VALLINI, PLLC
C/O Harvey & Vallini, LLC
497 Bramson Court, Suite 201
Mt. Pleasant, SC 29464
Attn: Steven E. Harvey, Sheila Harvey
Phone: 843/388/8883
Facsimile No.: 843/388/8884
Email: SteveH@hvlawsc.com;
SheilaHarvey@hvlawsc.com

If to Seller, to:

CHARLOTTE REBECCA JOHNSTON
5408 Rehobeth Rd
Waxhaw, NC 28173
Phone: _____
Email: _____

Escrow Agent:

HARVEY AND VALLINI, PLLC
C/O Harvey & Vallini, LLC
497 Bramson Court, Suite 201
Mt. Pleasant, SC 29464
Attn: Steven E. Harvey, Sheila Harvey
Phone: 843/388/8883
Facsimile No.: 843/388/8884
Email: SteveH@hvlawsc.com;
SheilaHarvey@hvlawsc.com

21. MISCELLANEOUS.

(a) Buyer reserves the right to waive any of the terms and conditions of this Agreement for its benefit, including, without limitation, conditions precedent to Closing, title, and warranty provisions, and to purchase the Property in accordance with the terms and conditions of this Agreement which have not been so waived. Any and all such waiver(s) must be in writing signed by Buyer.

(b) This Agreement contains the entire agreement between the parties regarding the subject matter of this Agreement. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between them, relating to this subject matter, other than as herein set forth. This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by all the parties or their respective successors in interest. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The Recitals set forth on page one are incorporated in and made a part of this Agreement. The terms of this Agreement are mutually agreed to be clear and unambiguous, shall be considered the workmanship of all the parties and shall not be construed against the drafting party.

(c) If any terms, covenants or condition of this Agreement or its application to any person or circumstances shall be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, unless the result would frustrate the purpose of this Agreement.

(d) All questions with respect to the construction of this Agreement, shall be determined in accordance with the laws of the jurisdiction in which the Property is located, without regard to conflict of law rules. Time is hereby declared to be of the essence in the performance of each of Seller's obligations hereunder.

(e) If any date upon which action is required under this Agreement shall be a Saturday, Sunday or legal holiday, the date for such action shall be extended to the first regular business day after such date which is not a Saturday, Sunday or legal holiday.

(f) Arbitration

i) SELLER AND BUYER AGREE THAT ANY "DISPUTE" (AS DEFINED BELOW) BETWEEN THE PARTIES SHALL BE SUBJECT TO MANDATORY ARBITRATION, AT THE REQUEST OF EITHER PARTY, WHETHER MADE BEFORE OR AFTER INSTITUTION OF ANY JUDICIAL PROCEEDING, PURSUANT TO THE FEDERAL ARBITRATION ACT OR, IF IT IS DEEMED NOT TO APPLY, THE NORTH CAROLINA UNIFORM ARBITRATION ACT. The term "Dispute" shall mean any dispute, claim or controversy

of any nature whatsoever between the Seller and Buyer, including without limitation (i) any dispute, claim or controversy arising out of or relating to this Agreement including any action for specific performance of this Agreement, (ii) any dispute, claim or controversy arising out of or relating to the Property, the condition of the Property or any alleged defect in the Property, and (iii) any other dispute, claim or controversy which concerns the Property or its surrounding environment in any manner, whether or not based on or relating to this Agreement. Without limiting the generality of the foregoing, Disputes which are subject to arbitration under this paragraph shall include disputes based on alleged breach of contract, The Parties confirm their intention that this arbitration paragraph be construed liberally to give effect to the Parties' desire that all Disputes between the Parties of every nature whatsoever be subject to arbitration. Institution of a judicial proceeding by a Party does not waive the right of that party to demand arbitration hereunder. Disputes include disagreement as to whether a matter is subject to arbitration, claims brought as class actions, and claims arising from documents executed in the future.

ii) Pursuant to the Federal Arbitration Act or, if it is deemed not to apply, the NORTH CAROLINA Uniform Arbitration Act, arbitration shall be conducted under and governed by the Construction Industry Arbitration Rules of the American Arbitration Association (the "AAA"). All arbitration hearings shall be conducted in Charlotte, NORTH CAROLINA. All applicable statutes of limitation shall apply to a Dispute. A judgment upon the award may be confirmed, entered and enforced in any court having jurisdiction. As a condition precedent to arbitration, the dispute shall first be mediated in accordance with the Construction Industry Mediation Rules of the AAA, or such other mediation service selected by Seller. All of the covenants, conditions and obligations contained in this Agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of Seller and Buyer.

iii) Upon any assignment of this Agreement by Buyer, pursuant to the terms of this Agreement, and that assignee's express assumption of Buyer's obligations under this Agreement the term "Buyer" shall mean and refer to the assignee only and the assignor Buyer shall be released from any further obligation under this Agreement, unless and until (i) Buyer resumes its status as contract Buyer under the terms of such assignment, or (ii) the assignment otherwise becomes null and void pursuant to its terms; in either such event Buyer shall resume its status as the sole Buyer, assignment notwithstanding.

(g) Buyer Related Party. The term "Buyer Related Party" shall mean any shareholder, officer, employee, agent, or authorized representative of Buyer or any other corporate, limited liability, or partnership entity that is owned in

whole or in part by Buyer or any shareholder, officer, employee, agent, or authorized representative of Buyer. No Buyer Related Party shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter, and Seller and its successors and assigns and, without limitation, all other persons and entities, shall look solely to Buyer's assets for the payment of any claim or for any performance, and Seller, on behalf of itself and its successors and assigns, hereby waives any and all such personal liability. Notwithstanding anything to the contrary contained in this Agreement, neither the negative capital account of any Buyer Related Party, nor any obligation of any Buyer Related Party to restore a negative capital account or to contribute capital to Buyer (or to any other Buyer Related Party), shall at any time be deemed to be the property or an asset of Buyer or any such other Buyer Related Party (and neither Seller nor any of its successors or assigns shall have any right to collect, enforce or proceed against or with respect to any such negative capital account or a member's or partner's obligation to restore or contribute).

(h) No Partnership. Nothing contained in the Agreement shall constitute or be deemed or construed to create, and does not create, a partnership, joint venture or any like relationship among the parties hereto (or any other parties or affiliates thereof).

(i) Rule Against Perpetuities. To avoid the rule against perpetuities, the final Settlement under this Agreement shall take place no later than 21 years from the Effective Date.

(j) Buyer's Intended Use. Buyer's Intended Use is to develop, market, construct and sell on the Land residential lots and homes (of the type, size and style that Buyer intends to construct) (each a "**Lot**" and collectively the "**Lots**") together with related infrastructure, roads, drives, common areas and amenities, all suitable in all respects to Buyer in Buyer's sole discretion as (the "**Intended Use**").

22. BROKERAGE. The parties acknowledge that the Buyer agrees to pay all commissions due and further represents and warrants that Seller has no obligation to pay any commissions as a result of this Agreement. The parties shall indemnify, defend, protect, and hold the other party harmless for, from, and against any and all claims, demands, costs, liability and damages (including, without limitation, attorneys' fees and court costs) which may be incurred or made against the indemnified party by reason of any breach or inaccuracy of the representation, warranty, and agreement contained in this Section. The provisions of this Section shall survive the Closing or earlier termination of this Agreement.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

damages (including, without limitation, attorneys' fees and court costs) which may be incurred or made against the indemnified party by reason of any breach or inaccuracy of the representation, warranty, and agreement contained in this Section. The provisions of this Section shall survive the Closing or earlier termination of this Agreement.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have signed, sealed and delivered these presents as their own free act and deed.

BUYER:

BRD LAND & INVESTMENT,
a South Carolina general partnership

Docusigned by:
By: Tim Samuels
4870EC3901924E5...
Name: Tim Samuels
Its: Member

Date: September 12, 2022 | 8:48 AM PDT

SELLER:

Charlotte Rebecca Johnston
CHARLOTTE REBECCA JOHNSTON
Date: 8-29-2022

ESCROW AGENT:

Escrow agent hereby: (i) acknowledges receipt of the Deposit, and (ii) agrees to be bound by the provisions and perform the obligations hereof applicable to Escrow Agent.

HARVEY & VALLINI, PLLC

By: _____
Name: _____
Its: _____

Date: _____

EXHIBIT "A"

Legal Description

EXHIBIT "B"

Special Warranty Deed

Excise Tax $_____	Recording Time, Book and Page

Tax Lot No.: _____ Parcel Identifier No. _____
Verified by _____ County on the _____ day of _____, 20__
by _____
Mail after recording to Grantee _____
This instrument was prepared by _____
Brief Description For The Index:

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made this _____ day of _____, 20__, by and between:

GRANTOR	GRANTEE
_____ _____ _____ _____	**BRD LAND AND INVESTMENT**, a South Carolina general partnership 259 Textile Way, Suite 102 Fort Mill, SC 29715 Attention: Pam Harding

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that Grantor, for a valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey, that certain real property described on Exhibit "A" attached hereto and incorporated herein by this reference, together with (a) all buildings, structures, and improvements located thereon; (b) all development rights and credits, air rights, water, water rights, and water stock relating thereto; (c) all right, title, and interest of Grantor in and to all strips and gores, streets, alleys, easements, rights-of-way,

public ways, or other rights appurtenant, adjacent, or connected thereto; (d) minerals, oil, gas, and other hydrocarbon substances therein, thereunder, or that may be produced therefrom; and (e) any other rights, privileges, appurtenances, hereditaments, easements, reversions, and remainders pertaining thereto or used in connection therewith (the "**Property**").

The Property was acquired by Grantor by instrument recorded in Book _____, at Page _____, Iredell County Public Registry.

The Property is conveyed subject to the easements, restrictions, reservations, covenants, conditions and other exceptions set forth on Exhibit "B" attached hereto and incorporated herein by this reference (collectively, "**Permitted Exceptions**").

TO HAVE AND TO HOLD, subject to the Exceptions, the Property and all privileges and appurtenances thereto belonging to Grantee in fee simple.

Subject to the Permitted Exceptions, Grantor covenants with Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor executed this deed as of the day and year first above written.

_____,
a _____

By:_____
Name: _____
Title: _____

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public of _____ County and State of North Carolina, do hereby certify that _____ ("**Signatory**"), personally came before me this day and acknowledged that he is _____ of _____, and that he, in such capacity being authorized to do so, executed the foregoing instrument for the purposes stated herein.

I certify that the Signatory personally appeared before me this day, and
(check one of the following)
_____ (I have personal knowledge of the identity of the Signatory); **or**
_____ (I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of:
(*check one of the following)*
___ a driver's license *or*
___ in the form of _____); **or**
_____ (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal this _____ day of _____, 202___.

_____
Notary Public
Print Name:_____
*[**Note:** Notary Public must sign exactly as on notary seal]*

My Commission Expires: _____
☜ [NOTARY SEAL] **(MUST BE FULLY LEGIBLE)**

EXHIBIT "C"

NON-FOREIGN AFFIDAVIT

STATE OF _____)
) ss.
County of _____)

The undersigned, as authorized agent of _____ ("Transferor"), after being duly sworn upon his oath deposes and says that:

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform _____, a(n) __ _____ ("Transferee"), that withholding of tax is not required upon the disposition of Transferor's interest in a U.S. real property interest, the undersigned hereby certifies the following:

1. Transferor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign person within the meaning of § 1445 and § 7701 of the Internal Revenue Code and the treasury regulations promulgated thereunder;

2. Transferor is not a disregarded entity as defined in Treas. Reg. § 1.1445-2(b)(2)(iii);

3. Transferor's U.S. taxpayer identification number is: _____;

4. Transferor's business address is: _____
_____
_____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury Transferor declares that it has examined this certification and to the best of its knowledge and belief this certification is true, correct, and complete. The undersigned agent declares that he has the authority to sign this document on behalf of Transferor.

TRANSFEROR:

_____

By_____

Its_____

STATE OF _____)
) ss.
County of _____)

The foregoing document was acknowledged before me this ____ day of _____, 20___, by _____, as _____ of _____ _____, a(n) _____, on behalf thereof.

_____
Notary Public

My Commission Expires:

_____

EXHIBIT "D"

GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT (this "**Assignment**") is executed as of the ___ day of _____, _____, by _____, a(n) _____ ("**Assignor**"), to and for the benefit of **BRD LAND & INVESTMENT,**, a South Carolina general partnership ("**Assignee**").

WHEREAS, contemporaneously herewith, Assignee is acquiring from Assignor certain real property described in Exhibit "A" attached hereto (the "**Land**"), together with all of Assignor's right, title, and interest in and to: (a) all buildings, structures, and improvements thereon (the "**Improvements**"); and (c) all of the rights, privileges, appurtenances, hereditaments, easements, reversions, and remainders pertaining to or used in connection with the Land and/or any of the Improvements, including, without limitation, all (i) development rights and credits, declarant rights, air rights, water, water rights, and water stock relating to the Land, (ii) strips and gores, streets, alleys, easements, rights-of-way, public ways, or other rights appurtenant, adjacent, or connected to the Land, and (iii) minerals, oil, gas, and other hydrocarbon substances in, under, or that may be produced from the Land (collectively, the "**Real Property**");

WHEREAS, in connection with the foregoing acquisition, Assignor desires to transfer and assign to Assignee all of Assignor's right, title, and interest in and to certain items and rights applicable or relating thereto, all as hereinafter provided.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby grants, sells, transfers, and assigns unto Assignee all of Assignor's right, title, and interest in and to that certain intangible property owned by Assignor or used by Assignor exclusively in connection with all or any portion of the Real Property, including, without limitation, all of Assignor's right, title, and interest, if any, in and to: (a) all plats, improvement plans, drawings and specifications, including any CAD files, and development rights and credits relating to the Property, (b) all books, records, reports, test results, environmental assessments, if any, as-built plans, specifications, and other similar documents and materials relating to the use, operation, maintenance, repair, construction, or fabrication of all or any portion of the Real Property; (c) all rights, if any, in and to any trade names associated with the Property; (d) all transferable business licenses, architectural, site, landscaping, utility or other permits, applications, approvals, authorizations, pre-paid impact fees, utility fees and other entitlements affecting any portion of the Real Property; and (e) all transferable guarantees, warranties, and utility contracts relating to all or any portion of the Real Property, and Assignor agrees not to release, waive, or alter the liability of any persons providing such guarantees or warranties from and after the date of this Assignment. Assignor hereby releases all rights it may have to any of the property described above, including without limitation, any right to receive any deposits and/or fees previously paid by Assignor.

This Assignment is binding upon the successors and assigns of Assignor and will inure to the benefit of the successors and assigns of Assignee.

Assignor hereby covenants that it will, at any time and from time to time upon written request therefor, execute and deliver to Assignee, and its successors and assigns, any new or confirmatory instruments and take such further acts as Assignee may reasonably request to evidence the assignment contained herein.

This Assignment shall be governed by and interpreted under the laws of the State of NORTH CAROLINA, without regards to its principles of conflict of laws.

ASSIGNOR:

_____

By_____

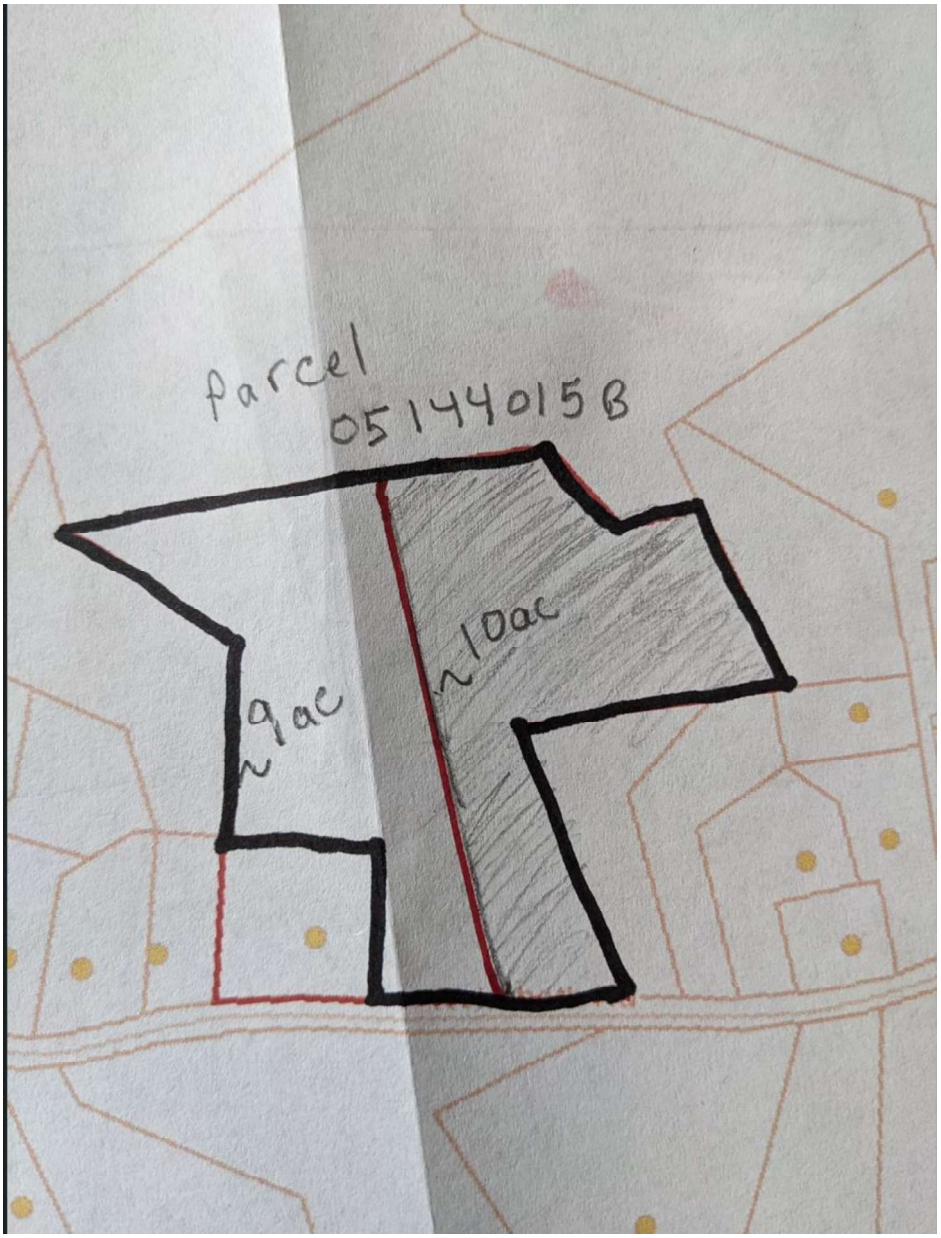
Its_____

EXHIBIT "A" TO GENERAL ASSIGNMENT

Legal Description

EXHIBIT "D"

Drawing Showing Size and Shape of Retained Parcel



NOTICE: THIS PURCHASE AND SALE AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT OR, IF IT IS DEEMED NOT TO APPLY, PURSUANT TO THE NORTH CAROLINA UNIFORM ARBITRATION ACT

PURCHASE SALE AGREEMENT

~ 29.6+/- acres ~ Union County, NC
Parcel ID # 05144015C

THIS REAL ESTATE PURCHASE SALE AGREEMENT (the "**Agreement**") is entered into as of the Effective Date (defined below) by and between **BRD LAND & INVESTMENT,** a South Carolina general partnership (the "**Buyer**") and **DAVID JACKSON SIMS** (the "**Seller**"), as of the latest date appearing on the signature page of this Agreement (the "**Effective Date**").

RECITALS

A. Seller is the owner of an undivided fee simple interest in that certain real property located along Rehobeth Rd and Richardson King Rd in the Town of Waxhaw, (the "Town") in Union County, North Carolina (the "**County**"), containing 29.6 +/- acres, more or less, and bearing Parcel ID # 05144015C as may be more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "**Land**").The Land, together with the "Real Property," the "Improvements," and the "Intangible Property" (each as hereinafter defined), are collectively referred to in this Agreement as the "**Property**."

B. Real Property. As used in this Agreement, the term "**Real Property**" shall mean, collectively, all of Seller's right, title, and interest in and to: (a) the Land; (b) all buildings, structures, fixtures, equipment, improvements and personal property thereon (the "**Improvements**"); and (c) all of the rights, privileges, appurtenances, hereditaments, easements, reversions, privileges, and remainders pertaining to or used in connection with the Land and/or any of the Improvements, including, without limitation, all (i) development rights and credits, declarant rights, air rights, riparian, littoral, and other water rights and courses, and water stock relating to the Land, (ii) strips and gores, streets, alleys, easements, rights-of-way, public ways, or other rights appurtenant, adjacent, or connected to the Land, (iii) all rights in and to all drainage facilities, utility facilities, impact fee credits, concurrency rights, development rights, entitlements, sewer or water connections, reservations or tap-in rights, licenses, easements, applications, approvals, permits, credits, capacities, approvals, zoning rights, annexation rights, plans, site plan rights, warranties and capacities and any and all similar development rights incident, related to, or appurtenant thereto in any respect, (iv) existing and future timber, crops and vegetation, and (v) minerals, oil, gas, and other hydrocarbon substances in, under, or that may be produced from the Land.

C. Intangible Property. As used in this Agreement, the term "**Intangible Property**" shall mean all of Seller's right, title, and interest in and to that certain intangible property owned by Seller or used by Seller exclusively in connection with all or any portion of the Real Property, including, without limitation, all of Seller's right, title, and interest, if any, in and to: (a) the Approvals, (as hereinafter defined), (b) all plats, improvement plans, drawings and specifications, including any CAD files, and development rights and credits relating to the Property, (c) all books, records, reports, test results, environmental assessments, if any, as-built plans, specifications, and other similar documents and materials relating to the use, operation, maintenance, repair, construction, or fabrication of all or any portion of the Real Property; (d) all rights, if any, in and to any trade names associated with the Property; (e) all transferable business licenses, architectural, site, landscaping, utility or other permits, applications, approvals, authorizations, pre-paid impact fees, utility fees and other entitlements affecting any portion of the Real Property; and (f) all transferable guarantees, warranties, and utility contracts relating to all or any portion of the Real Property.

D. Seller desires to sell and Buyer desires to purchase the Property according to the terms of this Agreement. The Land shall be more specifically delineated on the Boundary Survey as such term is later defined herein, to be prepared as stated in Section 8(c) with the good faith cooperation of Buyer and Seller.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and conditions herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller (also hereinafter collectively referred to as the "Parties") intend to be legally bound, and do hereby agree as follows:

1. AGREEMENT OF SALE AND PURCHASE: Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller the Property, in fee simple absolute, pursuant and subject to the terms and conditions set forth below.

2. PURCHASE PRICE: Subject to credits, adjustments and proration's hereinafter set forth, the purchase price (the "**Purchase Price**") for the Property shall be **Seven Hundred Eighty-Nine Thousand and Three Hundred Forty-Three and Twenty/100 Dollars ($789,343.20).** Buyer confirms all cash offer and no financing contingency.

3. DEPOSIT:

(a) Within 5 business days after the Effective Date, the sum of $5,000.00 as a good faith deposit (the "**Initial Deposit**") will be delivered by Buyer to Harvey and Vallini, PLLC, care of Harvey & Vallini, LLC, located at 497 Bramson Court, Suite 201, Mount Pleasant, SC 29464 (the "**Escrow Agent**"). The Initial Deposit, the Second Deposit, the Third Deposit any additional deposits, and any Extension Fee Deposit as such term is later defined herein, are hereinafter referred to collectively as the "**Deposit**") will be delivered by Buyer to Escrow Agent. The Deposit shall become non-

refundable but applicable to the Purchase Price upon the expiration of the Due Diligence Period; however, such non-refundability shall be subject to Seller's performance of its obligations set forth in this Agreement and satisfaction of the contingencies set forth in this Agreement. In the event Buyer terminates this Agreement on or before the expiration of the Due Diligence Period, the Initial Deposit shall be immediately refunded to the Buyer and the parties shall have no further rights of obligations to one another except those that specifically survive termination of this Agreement.

(b) If Buyer has not terminated this Agreement pursuant to Section 4 (i) and proceeds to Closing, Buyer shall deliver an additional $9,000.00 (the "**Second Deposit**") to Escrow Agent within 5 calendar days after Buyer's receipt of all public utilities that are available and approved by the applicable municipal authorities. The Second Deposit shall be non-refundable, but applicable to the Purchase Price at Closing; however, such non-refundability shall be subject to Seller's performance of its obligations under this Agreement and satisfaction of all contingencies set forth in this Agreement.

(c) The Escrow Agent shall make disbursements of the Deposit in accordance with this Agreement and in reliance upon written directions of the Buyer and Seller. In the event that a dispute arises with respect to the distribution of any funds held, the Escrow Agent shall withhold such disbursement or disposition until otherwise instructed by both of the parties or until directed by a court of competent jurisdiction. Buyer and Seller hereby jointly and severally release and waive any claims they may have against Escrow Agent that may result from its performance of its functions under this Agreement. Escrow Agent shall be liable only for loss or damage caused by any of its officers' or employees' acts of wanton or willful misconduct while performing as Escrow Agent. This Agreement will constitute escrow instructions to the Escrow Agent in its capacity as escrow agent for the purposes of administering the Deposit and otherwise provided in this Agreement.

4. DUE DILIGENCE PERIOD: Buyer shall have 180 days (the "**Due Diligence Period**") from the Effective Date or the date to investigate the feasibility of the Buyer's Intended Use of the Property as more fully stated herein.

(a) During the Due Diligence Period, Seller shall provide the Buyer and Buyer's agents or designees the right to enter the Property during normal business hours for purposes of performing such investigations and other inquiries, tests and evaluations as Buyer deems reasonably necessary to determine, in Buyer's sole discretion, whether the property is suitable for Buyer's intended development plan. The Buyer's inspection shall include, without limitation, economic, legal and title analysis, environmental and engineering reports, development and/or engineering conditions, determining the availability and adequacy of utilities, applicable rights of

ways, easements, setbacks and other matters of title, and performing such other reasonable and customary due diligence as Buyer elects to perform. All such investigations shall be at Buyer's sole expense and shall be subject to the terms and conditions set forth below.

(b) Buyer agrees that Buyer and Buyer's agents will leave the property in generally the same condition as Buyer found it, and as a condition precedent to its right of entry, Buyer assumes responsibility for any damages caused by the exercise of its Due Diligence activities. Buyer agrees to indemnify Seller as to any damage done to Seller's property pursuant to Buyer's exercise of its Due Diligence activities.

(c) Buyer may apply for a Jurisdictional Determination ("**JD**") from the US Army Corps of Engineers with the cooperation and assistance of Seller.

(d) Property Materials. Within 3 Business Days after the start of the Due Diligence Date (the "**Document Delivery Date**"), Seller shall, at Seller's sole cost and expense, provide to Buyer true, correct, and complete copies of all of the following data, information, and documents whether paper or digital, which relate to, evidence, or describe either the Land, the Improvements, or any Intangible Property, or any singular item or partial item thereof, or any combinations thereof, (each a "**Property Material**" and collectively, the "**Property Materials**") which are in Seller's Possession or Control, as such term is later defined herein, or written notice as to the non-possession by Seller of any such Property Material:

(1) All existing maps, surveys, site plans, subdivision plans and/or plats, and development plans for the Property (including, without limitation, with respect to offsite development related to the Property);
(2) All title abstracts, title commitments, and title policies relating to the Property;
(3) All existing environmental reports;
(4) Topography survey, wetlands reports, and soil borings;
(5) All leases, occupancy agreements, operating agreements, and licenses that affect the Property;
(6) All zoning stipulations, agreements, and requirements that affect or that are proposed to affect the Property;
(7) All archaeological, biological, soil, geological, grading, drainage, and hydrology reports, surveys, or assessments and any other engineering reports for the Property;
(8) The contact information for all engineers, architects, draftspersons, and/or consultants known to Seller to have information concerning the Property and/or its development (each of whom Buyer shall be authorized to contact, discuss the Property and/or its development with, and, if desired by Buyer, retain at Buyer's expense);

(9) Any third-party reports, contracts, and agreements of any kind in Seller's possession or control pertaining to the Property;

(10) All permits issued by any municipal, county or other governmental authority relating to the Property;

(11) All easements that relate to the Property; and

(12) Any other permits, applications, subdivision plans, development plans, technical data, utility capacity, traffic capacity, school capacity, zoning confirmations, concurrency information, licenses, approvals, orders, notices, consents, certificates, agreements, appraisals, boundary and topographical surveys, reports (including, without limitation, soils reports, hydrological reports, and environmental and endangered species reports), tests, studies, construction and site plans, specifications and plats, that relate to the Property or that may assist Buyer in its evaluation of the Property and the Buyer's Intended Use. In addition, within three (3) business days after Seller receives any additional information, of the types described above, while this Agreement remains in effect, Seller shall deliver copies of such additional information to Buyer.

For purposes of this Section 4, the term Seller's Possession or Control shall mean any Property Material that is in the possession, custody or control of any attorney, engineer, surveyor, title company, title agent, or consultant that performed any consulting, investigation, advising, or other work on behalf of Seller or any employee of Seller regarding the Property.

At the time of the execution of this Agreement, the Parties agree that the Sellers have provided all Property Materials in its possession and control.

(e) Seller shall promptly furnish to Buyer for its review (a) any of the items described in this Section 4 that may come into Seller's possession or control from and after the Document Delivery Date, and (b) any additional documents and information in the possession or control of Seller reasonably requested in writing by Buyer. Notwithstanding the foregoing, the Sellers shall have no responsibility to provide any items described in this Section 4 which were not already in existence on the Effective Date.

(f) Until the Closing, Buyer and Buyer's agents or designees shall have the right to enter the Property during normal business hours for purposes of performing such investigations and other inquiries, tests and evaluations as Buyer deems reasonably necessary, including without limitation economic, legal and title analysis, securing environmental and engineering reports, determining the availability of suitable utilities, and performing such other reasonable and customary due diligence as Buyer elects to perform. All such

investigations shall be at Buyer's sole expense and shall be subject to the terms and conditions set forth below.

(g) Should Buyer fail to close for any reason other than a default by Seller, Buyer shall provide Seller with copies of all nonproprietary due diligence materials including but not limited to surveys, geotechnical reports, and environmental reports.

(h) At any time on or before the expiration of the Due Diligence Period, Buyer in its sole discretion, shall have the right to terminate this Agreement by written notice thereof to the Seller, and upon any such termination, Escrow Agent shall return the Deposit to Buyer and thereafter the parties shall have no further obligations to one another except those that expressly survive termination of this Agreement.

5. CLOSING.

(a) In the event that Seller has not defaulted hereunder and all of the conditions precedent to Buyer's obligations hereunder, including the Conditions to Closing (collectively the "**Conditions Precedent**") have been satisfied or waived by Buyer's written notice of same pursuant to this Agreement, closing under the terms of this Agreement (the "**Closing**") shall be held at the offices of Escrow Agent on or before thirty (30) days after Buyer's receipt of (i) all applicable permits as required for Buyer's Intended Use and (ii) Approvals as such term is later defined herein. Buyer may extend Closing by two (2) periods of Thirty (30) days each (each a "**Closing Extension**" and collectively being the "**Closing Extensions"**) by depositing an additional $3,000.00 with Escrow Agent for each 30 day extension (each extension deposit being an "**Extension Fee Deposit**" and collectively being the "**Extension Fee Deposits"**). Such Extension Fee Deposits shall be non-refundable but applicable to the Purchase Price at Closing; however, such non-refundability shall be subject to Seller's performance of its obligations under this Agreement, the satisfaction of the contingencies set forth in this Agreement, and any other terms of the Agreement which specifically provide for the return of the Deposit to Buyer.

(b) Performance of the terms of this Agreement shall be considered good and sufficient upon receipt by the settlement agent conducting Closing of the cash required at Closing, the deed, and such other papers as are required to consummate Closing hereunder.

(c) Possession of the Property shall be given to Buyer or its agents and assigns at the time of settlement, free from any parties in possession.

(d) Seller Deliverables. On or before the Closing Date, Seller, at its sole cost and expense, shall deliver or cause to be delivered to the Closing Agent (to be held in escrow pending the Closing) the following items, documents, and instruments, each dated as of the Closing Date, fully executed and, if

appropriate acknowledged or attested to, and, if applicable, in proper form for recording:

(1) Deed. The Deed conveying good, marketable, and insurable title to the Property to Buyer in the form of Exhibit "B" attached hereto (the "**Deed**"), subject only to the Permitted Exceptions.

(2) Lien Waiver.

(3) Non-Foreign Affidavit. A Non-Foreign Affidavit in the form attached hereto as Exhibit "C" (the "**Non-Foreign Affidavit**").

(4) General Assignment. A general assignment to Buyer of the Intangible Property in the form attached hereto as Exhibit "D" (the "**General Assignment**").

(5) Proof of Authority. Such proof of Seller's authority and authorization to enter into this Agreement and the transaction contemplated hereby, and such proof of the power and authority of the individual(s) executing or delivering any instruments, documents, or certificates on behalf of Seller to act for and bind Seller as may be reasonably required by Title Insurer, Escrow Agent, or Buyer.

(6) A "**Certification of Non-Foreign Status**" which meets the requirements of Section 1445 of the Internal Revenue Code and Internal Revenue Regulations for the purpose of informing the transferee that withholding of Federal taxes is not required.

(7) Other. Such other items, documents, and instruments as may be reasonably required by Buyer, Title Insurer, Escrow Agent or otherwise in order to effectuate the provisions of this Agreement and the Closing and/or otherwise to fulfill the covenants and obligations to be performed by Seller at the Closing pursuant to this Agreement. In the event any individual constituting the Seller is married and such individual's spouse is not a party to this Agreement, then Seller shall cause such spouse to join in the execution and delivery of the Deed for purposes of releasing all marital interests in the Property.

(e) Buyer Deliverables. On or before the Closing Date, Buyer, at its sole cost and expense, shall deliver or cause to be delivered to the Escrow Agent, as applicable (to be held in escrow pending the Closing) the following funds and the following items, documents, and instruments, each dated as of the Closing

Date, fully executed and, if appropriate acknowledged, and, if applicable, in proper form for recording:

(1) Purchase Price. To the Escrow Agent, cash or other immediately available funds in an amount equal to the unpaid sum of the Purchase Price, less the Deposit, plus Buyer's share of the Closing Costs.

(2) Proof of Authority. To the Escrow Agent, such proof of Buyer's authority and authorization to enter into this Agreement and the transaction contemplated hereby, and such proof of the power and authority of the individual(s) executing or delivering any instruments, documents, or certificates on behalf of Buyer to act for and bind Buyer as may be reasonably required by Title Insurer, Escrow Agent, or Seller.

(3) Other. Such other items, documents, and instruments as may be reasonably required by Seller, Title Insurer, Escrow Agent or otherwise in order to effectuate the provisions of this Agreement and the Closing and/or otherwise to fulfill the covenants and obligations to be performed by Buyer at the Closing pursuant to this Agreement.

(f) Possession of the Property shall be given to Buyer or its agents and assigns at the time of settlement, free from any parties in possession, except as otherwise disclosed to the Buyer as part of the Property Materials.

(g) If Buyer does not purchase the Property then the Buyer will turn over any and all work product they have performed including but not limited to the preliminary site plan, survey, Phase 1 environmental assessment, etc.

6. ADJUSTMENTS AT CLOSING: Real estate taxes, general and special, and usual water and sewer charges are to be adjusted to the date of settlement and thereafter assumed and paid for by Buyer. Buyer shall pay, when and if due, any impact fees imposed by the governmental authorities on development of the Property. Roll-Back Taxes applicable to any years, including the year of closing and years prior thereto, shall not be subject to proration, but shall be paid by Seller at Closing.

7. CLOSING COSTS: Examination of title, owner's and mortgagee's title insurance, survey, tax certificates, notary fees, and recording charges are to be at the cost of Buyer; provided, however, that if Seller breaches its obligations under Subparagraph 8(c), Seller shall (in addition to its other default obligations under Paragraph 13) pay or reimburse Buyer for all reasonable title and survey costs actually incurred by Buyer. Seller shall pay the cost of obtaining releases of all monetary liens encumbering the Property. All documentary stamps and recordation and transfer taxes shall be paid by the Seller. Each party shall pay for the cost of their respective legal counsel. Seller shall pay for the preparation of the deed.

8. Title:

(a) Absolute fee simple title to the Property is to be conveyed at the time of Closing, free of all liens, encumbrances, judgments, covenants, restrictions, easements and rights of way, recorded or unrecorded; subject, however, to those matters (if any) affecting title to the Property which are set forth in the Title Commitment referred to below and accepted by Buyer in accordance with Subparagraph 8(b) (the "Permitted Exceptions"). Title is to be merchantable, good of record and in fact, and insurable without exceptions (other than Permitted Exceptions) at standard rates by a recognized title insurance company licensed to do business in the State of North Carolina.

(b) After the Effective Date, Buyer shall, at its own expense, order a standard ALTA form B commitment for owner's title insurance for the property, as the same may be revised, (the "Title Commitment"). If Buyer, in its sole discretion, finds that any of the exceptions to title set forth in the Title Commitment would interfere with its contemplated development of the Property (the "Objectionable Exceptions"), Buyer shall give written notice(s) to Seller setting forth the Objectionable Exceptions. If Buyer fails to give notice(s) of Objectionable Exceptions within one hundred twenty (120) days after the Effective Date, Buyer shall be deemed to have accepted all title exceptions which are reported in the Title Commitment; if Buyer does give such notice, Buyer shall be deemed to have accepted all title exceptions reported in the Title Commitment other than the Objectionable Exceptions expressly set forth in the notice. After receipt of any notice of Objectionable Exceptions, Seller, in its sole discretion, shall have the option to cure or not to cure any of the Objectionable Exceptions noted in any such notice(s). Seller shall promptly commence and diligently pursue good faith and reasonable efforts to cure such Objectionable Exceptions and the Closing date, if necessary, shall be extended for the period of time required to allow Seller to cure such Objectionable Exceptions. If Seller shall not have succeeded in curing such Objectionable Exceptions, despite its good faith and reasonable efforts, within thirty (30) days from receipt of the notice of such Objectionable Exceptions, or if Seller elects in the first instance not to cure such Objectionable Exceptions, Buyer shall have the right either (i) to purchase the Property subject to such Objectionable Exceptions not cured by Seller, or (ii) to terminate this Agreement on or prior to the expiration of the Due Diligence Period. In the event of termination pursuant to this Subparagraph 8(b), the Deposit shall be promptly returned to Buyer and thereafter the parties shall be relieved of further liability to one another. Notwithstanding the foregoing, (i) due and unpaid taxes, any deeds of trust, mortgages, judgment liens, and other monetary liens against the Property shall be deemed Objectionable Exceptions, whether Buyer gives written notice of such or not, and shall be removed by Seller at or before the time of Closing, and (ii) Buyer shall have the right to terminate this Agreement and receive a complete refund of the Deposit if any survey discloses any matter which, in Buyer's reasonable opinion, would interfere with Buyer's contemplated development of the Property.

(c) The Buyer may cause a certified boundary survey to be prepared for the Property (the "**Boundary Survey**"), at Buyer's expense, by a registered North Carolina land surveyor, which shall be completed prior to the expiration of the Due Diligence Period. If this survey is used to prepare the legal description for the Seller's deed, this legal description shall be approved, in writing, by Seller which said approval shall not be unreasonably withheld.

(d) After the Effective Date, Seller shall not voluntarily alter title to the Property or voluntarily seek any zoning changes, entitlements or other governmental approvals with respect to the Property, without Buyer's prior written approval except in support of Buyer's actions to obtain the same as specified in this Agreement.

9. REPRESENTATIONS AND WARRANTIES OF SELLER: Seller represents and warrants to the Buyer as follows:

(a) Seller has the full right, power and authority to enter into and carry out and perform this Agreement, without obtaining any further approvals or consents. Seller is the owner of the Property in fee simple absolute and has all right, power and authority to enter into this Agreement. The entering into this Agreement and consummation of this transaction by Seller will not violate any law or governmental regulation, order or decree to which Seller is subject or any agreement or other instrument to which Seller is a party or by which it is bound.

(b) Seller has not made any commitments or representations to the applicable governmental authorities, any adjoining or surrounding property owners, any civic association, any utility, or any other person or entity which would in any manner be binding upon Buyer, except as provided for in this Agreement.

(c) There are no leases, tenancies, licenses, or other rights of occupancy or use for any portion of the Property.

(d) There is no threatened or pending annexation, condemnation or other judicial or administrative proceedings against or affecting any part of the Property.

(e) Neither Seller nor to the best of Seller's knowledge any other third party, used, generated, manufactured, stored or disposed of any Hazardous Substance in, at, on, under or about the Property or transported any Hazardous Substance to or from the Property. "Hazardous Substances" as used in this Section 10(e) shall mean and include all hazardous or toxic substances, wastes or materials, and all pollutants and contaminants, including but not limited to those elements or compounds which are contained in the list of hazardous substances adopted by the Unites States Environmental Protection Agency ("EPA") and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including strict liability) or

standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or any time hereinafter in effect. Furthermore: (a) To the best of Seller's knowledge the Property is not in violation, nor has been or is currently under investigation for violation of any federal, state or local law, ordinance, permit or regulation relating to industrial hygiene, worker health and safety, or to the environmental conditions in, at, on, under or about the Property including, but not limited to, soil and groundwater conditions; (b) the Property has not been subject to, and is not within 2,000 feet of, a deposit of any Hazardous Substance; (c) there has been no discharge, migration or release of any Hazardous Substance from, into, on, under or about the Property; (d) there is not now, nor has there ever been on or in the Property underground storage tanks or surface or below-grade impoundments, any asbestos-containing materials or any polychlorinated biphenyls used in hydraulic oils, electrical transformers or other equipment; (e) there are no non-tidal wetlands or flood plain areas, as defined by law or governmental regulations, located on the Property; and (f) there is no construction or other debris or refuse including, but not limited to, trash, rocks, stumps, concrete, or asphalt, buried upon the Property, unless Buyer has consented in writing to the same. Seller shall not, nor permit a third party to, use, manufacture, generate, store or dispose of any Hazardous Substances in, at, on, under or about the Property. Seller hereby assigns to Buyer as of Closing all claims, counterclaims, defenses or actions, whether at common law or pursuant to any other applicable federal or state or other laws which Seller may have against any third parties relating to the existence of any Hazardous Substance in, at, on, under or about the Property.

(f) There exists no violation of any law or governmental order or regulation or of any easement, restriction, condition or covenant of record affecting the Property.

(g) Seller has not and shall not while this Agreement is in full force and effect: (a) enter into any other option or sales contract for the Property or any portion thereof, (b) execute any deeds, restrictive covenants, development agreements or right of way agreements, or apply for or consent to any zoning change (except as required herein) affecting the Property or take any other action that is not necessary for the purposes contemplated herein or that would adversely affect, the Property or Buyer's rights under this Agreement; or (c) grant any easement, license or right to use the Property or portion thereof without Buyer's written approval, which shall not be unreasonably withheld.

(h) Seller is the owner in fee simple of the Property. Seller has the full power and authority to execute this Agreement and to consummate the transaction contemplated herein.

(i) Seller is not prohibited from consummating the transaction contemplated by this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

(j) Seller has not received any notice of, and, to Seller's knowledge, there does not exist any current violations of any laws, statutes, ordinances, regulations or existing, pending or anticipated litigation or other claim, action, suit or proceeding involving the Property or that would impair Seller's ability to perform their obligations under this Agreement. During the term of this Agreement, Seller shall comply with any and all covenants, conditions, restrictions, laws, statutes, rules, regulations, ordinances, and notices given by any governing authority applicable to the Property and shall maintain the Property in its present state of repair and in substantially the same condition as of the date of this Agreement.

(k) There are no leases, tenancies, options, rights of first refusal, licenses, or other agreements applicable to or affecting the Property. No third party has any right to utilize or possess the Property, there are no adverse parties in possession of any portion of the Property, there are no encroachments by Seller on the property of others or others on the Property and no other person or entity claims, has claimed, or could justifiably claim any retained rights in the Property under an earlier-in-time purchase contract.

(l) During the time Seller has owned the Property, and to Seller's knowledge with regard to the time prior to Seller's ownership of the Property: (1) none of the Property has been excavated; (2) no landfill was deposited on or taken from the Property; (3) no construction or other debris (including, without limitation, livestock, other organic materials, strippings, rocks, stumps or concrete) has been buried upon the Property; and (4) the Property has not contained a bury or borrow pit.

(m) No commitments, representations or agreements, such as but not limited to conditional zoning, have been made to any governmental authority, utility company, school board, church, religious body, homeowner's association, or other organization, group, or individual that would impose an obligation upon Buyer to construct any improvements, dedicate or maintain any land or improvements, pay any money, perform any obligation or which would otherwise affect the ownership or development of the Property by Buyer.

(n) All assessments that are liens against the Property are shown in the official records of the taxing authorities in whose jurisdiction the Property is located; no improvements (site or area) have been constructed or installed by any public authority, the cost of which may be assessed in whole or in part against any part of the Property in the future; and Seller has not been notified of any possible future improvements that might create an assessment against any part of the Property.

(o) Seller is not, nor will he/she become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons

List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(p) The property contains no Threatened Species or Endangered Species or protected habitats. "Endangered Species" shall mean any species that is in danger of extinction throughout all or a significant portion of its range and any species that is defined as endangered under any state or federal law, regulation, permit, or judicial, administrative or governmental order. "Threatened Species" shall mean any species that is likely to become endangered in the foreseeable future throughout all or a significant portion of its range and any species that is defined as threatened under any state or federal law, regulation, permit, or judicial, administrative or governmental order.

(q) To the best of Seller's knowledge the Property contains no Cultural Resources or other items of archeological significance as defined by applicable state or federal law. "Cultural Resources" shall be the physical evidence or features, both natural and manmade, or place of or associated with past activities and accomplishments of people including, but not limited to, any site, cemetery, burial ground, gravestone, building, structure, landscape, object, or natural feature possessing significance, either individually or as groupings, in history, architecture, or human cultural development.

The foregoing representations and warranties shall be true and correct from the date hereof to the Closing, shall be true and correct and in full force and effect, as the case may be, and deemed to have been reaffirmed and restated by Seller as of the date and time of the Closing, and shall survive the Closing and shall not be merged upon delivery of the Deed, and shall inure to the benefit of and be enforceable by Buyer, its successors and assigns. In the event Seller becomes aware that any representation or warranty is untrue, inaccurate or incorrect or that any covenant of Seller has been breached, Seller shall deliver written notice to Buyer thereof within 48 hours of obtaining such knowledge (but, in any event, prior to the Closing).

Insert FOR a period OF 1 year

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10. COVENANTS OF SELLER: Seller covenants with Buyer that from the Effective Date until Closing:

(a) Seller shall keep the Property in its present physical condition and shall not excavate or disturb or alter the Property, except as may be required by governmental authorities or to deal with a bona fide emergency.

(b) Seller shall not commit any waste upon the Property or bring or allow to be brought onto the Property any Hazardous Materials. Seller shall not create or incur any mortgage, lien, pledge, or other encumbrance in any way affecting the Property or other nuisance upon the Property or any other action which may adversely affect the value of the Property and shall observe all laws, ordinances, regulations and restrictions affecting the Property; or bury or dump or permit

the burial or dumping of any trees, stumps, boulders, trash, refuse or brush on any portion of the Property.

(c) Seller shall promptly advise Buyer in writing of any matters coming to Seller's attention indicating the inaccuracy of any of Seller's representations or warranties set forth in this Agreement and give to Buyer copies of any notices which Seller receives from governmental authorities relating to the Property.

(d) From and after the Effective Date, Seller will not solicit any offers to purchase the Property from any party other than Buyer and will not market the Property to any other parties.

(e) Seller shall not enter into any contract regarding all or any portion of the Property (including, but not limited to, any lease) which cannot be terminated prior to Closing without notice and without charge, cost, or penalty. Further, any leases which are currently in place must be cancelled prior to Closing and not renewed.

(f) Seller covenants and agrees that Buyer may apply for and must receive prior to Closing: (i) if the Property is being subdivided from a larger parcel of property, approval of the subdivision plat for the Land that subdivides the Property and the Retained Property as separate parcels (the "**Subdivision Plat**"), which shall be consistent with the Boundary Survey, (ii) a wetlands delineation survey which accurately depicts and delineates any wetlands located on the Property, and a Jurisdictional Determination letter from the United States Army Corps of Engineers indicating whether any water bodies located within the boundaries of the Property meet the definition of "waters of the United States" under the Federal Water Pollution Control act, also known as the Clean Water Act, 33 U.S.C. Section 1251, et. seq. and its related Regulations, and any related permits, (iii) encroachment approvals and permits from adjacent roads or rights of way to the Property; (iv) development site plan approval for the Property, (v) all required land disturbance and storm water approvals and permits, (vi) septic system and water plan approvals and permits from the appropriate municipal authorities, (vii) approval by all applicable State, County, and municipal authorities, utility companies and adjacent land owners of all agreements and arrangements necessary to provide the Property with water, septic tank system, and all utility services and road connections necessary or desirable for the Buyer's Intended Use, (viii) all other State, County, municipal, and utility provider approvals, permits and entitlements, and (ix) Annexation of the Property (collectively, the "**Approvals**") all in forms satisfactory to Buyer and which enable Buyer's development of the Property according to Buyer's Intended Use. Seller agrees to cooperate with Buyer's efforts to obtain the Approvals, including, without limitation, allowing applications to be made in Seller's name. Seller agrees to execute all reasonable and customary documents and petitions required to obtain the Approvals. Seller shall be notified of each submittal to any governmental authority and shall when appropriate be allowed to offer input to any submittals. Seller acknowledges that time is of the essence

with regard to the matters set forth in this Section 10 and agrees to work with Buyer in good faith and without delay on such matters.

(g) Seller shall work in good faith with Buyer to help Buyer's surveyor complete the Boundary Survey.

11. CONDITIONS TO BUYER'S OBLIGATION TO CLOSE: Notwithstanding anything to the contrary contained in this Agreement, Buyer's obligation to close this transaction is subject to the satisfaction of the following conditions (each a "Condition to Closing" and collectively, the "Conditions to Closing") on or as of Closing, unless an earlier date is specified in this Agreement:

(a) Seller's Representations and Warranties. Seller's representations and warranties set forth in this Agreement are materially true, complete and correct and Seller has delivered to Buyer Seller's Certificate of Representations and Warranties dated not more than 5 days prior to the date of Closing.

(b) Seller's Performance of Terms of Agreement. Seller has materially performed all of its obligations to be performed by Seller hereunder and is not in default hereunder.

(c) Buyers Receipt of Unconditional Title Commitment. Buyer shall have received an unconditional commitment as of Closing to issue to Buyer an ALTA owner's policy of title insurance, with coverage in the amount of the Purchase Price, insuring good, marketable and insurable fee simple title to the Property free and clear of all matters except the Permitted Exceptions (the "Title Policy") at standard rates.

(d) Legal Access. There is legal access to the Property by way of 2 private access easements ("the **Ingress and Egress**") and the Property has no direct road frontage along any public right of way. The ingress and egress, to and from the Property is acceptable to Buyer and such access is legally sufficient and adequate in scope, size, type and form as determined by Buyer and Buyer's counsel in their sole discretion to support the units, common areas and amenities to be developed on the Property.

(e) Approvals. Receipt by Buyer of all Approvals with all appeal periods having expired and no appeals having been filed or all appeals having been conclusively resolved in favor of Buyer with only those conditions and stipulations to such Approvals which were approved by Buyer.

(f) Receipts of Buyer. The receipt by Buyer of all written agreements, permits, approvals, arrangements, letters, commitments or other evidence satisfactory to Buyer establishing to Buyer's satisfaction that the Conditions stated in Sections 11(a) through 11(e) have been satisfied and remain satisfied as of Closing.

(g) Adverse Changes. In Buyer's sole opinion there shall be no adverse changes in the condition of the Property or affecting the Property or Buyer's Intended Use

not caused by Buyer between the time of Buyer's inspection of the Property during the Due Diligence Period and the Closing including, but not limited to:

i) Title to the Property;

ii) Access to the Property; and

iii) The environmental condition of the Property.

(h) Septic Lots: Buyer shall have received acceptable conformation that the Lots will perc to support Buyer's Intended Use of the Property or receipt of sewer permits to support Buyer's Intended Use. Buyer shall have also received permits for public water and other utilities.

(i) Leases: Seller shall cancel any leases which currently exist on the Property and not renew same.

Subject to any applicable notice and cure rights of Seller provided for herein, if any of the foregoing Conditions to Closing are not fulfilled on or before the date by which such condition is to have been satisfied, Buyer may, in addition to any other right or remedy available to Buyer under this Agreement, (i) waive any such unsatisfied condition(s) and proceed with Closing, (ii) extend the date of Closing or otherwise toll this Agreement until such condition(s) are satisfied, or (iii) terminate this Agreement, whereupon Escrow Agent shall return the Deposit to Buyer, and Buyer, Seller and Escrow Agent shall have no further obligation pertaining to the purchase or sale of the Property, except for those which expressly survive any such termination.

12. BUYER'S DEFAULT: If Buyer fails to tender Closing on the Property and Seller is ready, willing and able to perform, or if Buyer shall otherwise breach or default under any of the provisions of this Agreement, and in any case of Buyer's default Buyer and Seller nevertheless agree that Seller has complied with and remains in compliance with all of the terms and conditions set forth in Paragraph 11 "Conditions to Buyer's Obligation to Close", then, provided Buyer has received written notice from Seller specifying the nature of the breach or default and Buyer fails to cure the specified breach or default within 10 days after receipt of the notice, Escrow Agent shall, upon the receipt by Escrow Agent from Buyer of written notice acknowledging Buyer's uncured breach or default, deliver the Deposit paid to date to Seller as complete and liquidated damages and as Seller's sole remedy. Thereafter, this Agreement shall automatically terminate and Buyer and Seller shall be relieved of further liability hereunder, at law or equity. In such an event, the Buyer shall provide to the Sellers copies of any and all Due Diligence work done on or on behalf of the Property at the time of such Buyer's Default. Seller expressly waives all rights of action against Buyer for specific performance and any other equitable remedies or damages for any matter arising out of or relating to this Agreement. Any attendance at Closing by either party shall not nullify this provision for payment of liquidated damages as Seller's sole remedy.

13. SELLER'S DEFAULT. In the event Seller shall fail to tender and complete Closing hereunder, Buyer shall have the right to seek specific performance of this Agreement (including ancillary equitable relief) and in the instance where specific performance is not available as a remedy, Buyer shall be entitled to pursue any other remedies available in law of equity or may, in the alternative, elect to terminate this Agreement, whereupon the Escrow Agent

shall deliver to Buyer a complete refund of the Deposit and thereupon the parties shall have no further rights or obligations hereunder.

14. NOTICES OF VIOLATIONS: All notices of violations of laws, regulations, or requirements issued by legal authority affecting the Property shall be complied with (and applicable fines, if any, paid) by Seller, at its own expense, prior to Closing. All judicial or administrative proceedings brought on account of such violations shall be defended by Seller. The Property shall be conveyed free of any such violations.

15. RISK OF LOSS. Until execution and delivery of the deed at Closing, the risk of loss or damage to the Property by fire or other casualty is assumed by Seller.

16. CONDEMNATION. If, at or prior to the time of Closing, any portion of the Property shall be condemned or taken pursuant to any governmental or other power of eminent domain, any written notice of taking or condemnation is issued, or any proceedings are instituted by any governmental authority having the power of eminent domain, and any such condemnation or taking has an adverse effect upon Buyer's intended development of the Property, as reasonably determined by Buyer, the Buyer shall have the right to terminate this Agreement by giving Seller written notice to that effect within fifteen (15) days after receiving written notice from Seller advising of the condemnation or taking. In that event, the Deposit shall be promptly returned to Buyer and thereafter both Seller and Buyer shall be relieved of further liability under this Agreement, at law or in equity. In the event of condemnation, if Buyer is entitled to terminate this Agreement but elects not to do so or if Buyer is not entitled to terminate this Agreement, Buyer shall proceed to settlement with an equitable reduction in the Purchase Price equal to the condemnation award paid to Seller. If Buyer shall proceed to Closing and the portion of the Property to be condemned has not yet been taken and paid for by the condemning authority by the time of Closing then there shall be no abatement in the Purchase Price and Seller shall assign to Buyer at the time of settlement of all Seller's right to any unpaid condemnation awards, and Seller shall convey the entire Property to Buyer. Buyer shall be entitled to participate jointly with Seller in all negotiations with the concerning authority and any settlement of any pending or threatened condemnation proceedings shall be subject to Buyer's approval, such approval not to be unreasonably withheld, conditioned, or delayed. If Seller has knowledge of any pending or threatened condemnation proceedings or actions, Seller will promptly advise Buyer in writing.

17. ASSIGNMENT: Buyer shall have the right to assign this Agreement without Seller's consent and/or at its election to designate an alternative grantee to take title from Seller at Closing however Buyer shall remain liable under this Agreement as if no assignment had occurred.

18. FORCE MAJEURE: In the event that either party hereto shall be delayed or hindered in or prevented from performing work or doing acts required under the terms of this Agreement (except for any obligations to make payments to the other party hereunder) as a result of the following force majeure events ("**Force Majeure Events**"), including (i) acts of God such as flood, fire, earthquake, explosion, widespread illness, epidemic, or pandemic; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government law or order; (v) actions, embargoes or blockades in effect on or after the date of this Agreement; (vi) action by any governmental authority; (vii) national or regional emergency; (vii) strikes, labor stoppages or slowdowns or other industrial disturbances; and (viii) shortage of adequate power or transportation facilities; and (ix) other similar events beyond the reasonable control of and

not the fault of the party impacted by the Force Majeure Event (the "**Affected Party**"), then performance of such act shall be excused for the period of the delay, and thereafter the period for the performance of any such act and any Purchase Price increases shall be extended for the lesser of (i) a period equivalent to the period of such delay, or (ii) 364 days (the "Extension Period"). The Affected Party shall give notice within 5 days from the Force Majeure Event to the other party, in the manner provided in Section 19, stating the period of time the occurrence is expected to continue. If upon the expiration of the Extension Period the required act remains unperformed, Buyer may either postpone said performance pursuant to Paragraph 8 and forthwith continue to settle Lots as provided herein, or Buyer may at its option terminate this Agreement, and in such event the Deposit shall be returned to Buyer within 10 days of such termination and there shall be no further liability on the part of either party to the other.

19. SIMULTANEOUS CLOSING. Buyer's obligations to purchase the Property from Seller under this Agreement are expressly conditioned on Buyer simultaneously closing on the purchase from Seller of the Property listed in this Agreement as well as the Purchase Sale Agreements for the following properties located in Union County, North Carolina: (i) that parcel located 5520 Rehobeth Rd containing 5.29+/- acres more or less bearing Parcel # **05144017,** and (ii) that parcel located 5518 Rehobeth Rd containing 105.28+/- acres more or less bearing Parcel # **05144015A,** (iii) that parcel located at 0 Rehobeth Rd containing 19.00 +/- acres more or less bearing Parcel # **05144015B.**

20. NOTICE: All notices and other communications under this Agreement shall be in writing and shall be deemed duly given if personally delivered (with signed receipt and deemed received upon delivery), mailed by certified mail, return receipt requested, first class, postage prepaid (and deemed received upon the next business day after being sent by certified mail), or via email:

If to Buyer, to:

BRD LAND & INVESTMENT
254 Kingsley Park Dr, Suite 110
Fort Mill, SC 29715
Attn: Tim Samuels
Email:info@esteroproperty.co.nz
and trsamuels22@gmail.com

with a copy to:

HARVEY AND VALLINI, PLLC
C/O Harvey & Vallini, LLC
497 Bramson Court, Suite 201
Mt. Pleasant, SC 29464
Attn: Steven E. Harvey, Sheila Harvey
Phone: 843/388/8883
Facsimile No.: 843/388/8884
Email: SteveH@hvlawsc.com;
SheilaHarvey@hvlawsc.com

If to Seller, to:

DAVID JACKSON SIMS
5217 Circle Drive
Columbia, SC 29206
Phone: _____
Email: _____

Escrow Agent:

HARVEY AND VALLINI, PLLC
C/O Harvey & Vallini, LLC
497 Bramson Court, Suite 201
Mt. Pleasant, SC 29464
Attn: Steven E. Harvey, Sheila Harvey
Phone: 843/388/8883
Facsimile No.: 843/388/8884
Email: SteveH@hvlawsc.com;
SheilaHarvey@hvlawsc.com

21. MISCELLANEOUS.

(a) Buyer reserves the right to waive any of the terms and conditions of this Agreement for its benefit, including, without limitation, conditions precedent to Closing, title, and warranty provisions, and to purchase the Property in accordance with the terms and conditions of this Agreement which have not been so waived. Any and all such waiver(s) must be in writing signed by Buyer.

(b) This Agreement contains the entire agreement between the parties regarding the subject matter of this Agreement. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between them, relating to this subject matter, other than as herein set forth. This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by all the parties or their respective successors in interest. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The Recitals set forth on page one are incorporated in and made a part of this Agreement. The terms of this Agreement are mutually agreed to be clear and unambiguous, shall be considered the workmanship of all the parties and shall not be construed against the drafting party.

(c) If any terms, covenants or condition of this Agreement or its application to any person or circumstances shall be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, unless the result would frustrate the purpose of this Agreement.

(d) All questions with respect to the construction of this Agreement, shall be determined in accordance with the laws of the jurisdiction in which the Property is located, without regard to conflict of law rules. Time is hereby declared to be of the essence in the performance of each of Seller's obligations hereunder.

(e) If any date upon which action is required under this Agreement shall be a Saturday, Sunday or legal holiday, the date for such action shall be extended to the first regular business day after such date which is not a Saturday, Sunday or legal holiday.

(f) Arbitration

i) SELLER AND BUYER AGREE THAT ANY "DISPUTE" (AS DEFINED BELOW) BETWEEN THE PARTIES SHALL BE SUBJECT TO MANDATORY ARBITRATION, AT THE REQUEST OF EITHER PARTY, WHETHER MADE BEFORE OR AFTER INSTITUTION OF ANY JUDICIAL PROCEEDING, PURSUANT TO THE FEDERAL ARBITRATION ACT OR, IF IT IS DEEMED NOT TO APPLY, THE NORTH CAROLINA UNIFORM ARBITRATION ACT. The term "Dispute" shall mean any dispute, claim or controversy of any nature whatsoever between the Seller and Buyer, including without limitation (i) any dispute, claim or controversy arising out of or relating to this Agreement including any action for specific performance of this Agreement, (ii) any dispute, claim or controversy arising out of or relating to the Property, the condition of the Property or any alleged defect in the Property, and (iii) any other dispute, claim or controversy which concerns the Property or its surrounding environment in any manner, whether or not based on or relating to this Agreement. Without limiting the generality of the foregoing, Disputes which are subject to arbitration under this paragraph shall include disputes based on alleged breach of contract, The Parties confirm their intention that this arbitration paragraph be construed liberally to give effect to the Parties' desire that all Disputes between the Parties of every nature whatsoever be subject to arbitration. Institution of a judicial proceeding by a Party does not waive the right of that party to demand arbitration hereunder. Disputes include disagreement as to whether a matter is subject to arbitration, claims brought as class actions, and claims arising from documents executed in the future.

ii) Pursuant to the Federal Arbitration Act or, if it is deemed not to apply, the NORTH CAROLINA Uniform Arbitration Act, arbitration shall be conducted under and governed by the Construction Industry Arbitration Rules of the American Arbitration Association (the "AAA"). All arbitration hearings shall be conducted in Charlotte, NORTH CAROLINA. All applicable statutes of limitation shall apply to a Dispute. A judgment upon the award may be confirmed, entered and enforced in any court having jurisdiction. As a condition precedent to

arbitration, the dispute shall first be mediated in accordance with the Construction Industry Mediation Rules of the AAA, or such other mediation service selected by Seller. All of the covenants, conditions and obligations contained in this Agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of Seller and Buyer.

iii) Upon any assignment of this Agreement by Buyer, pursuant to the terms of this Agreement, and that assignee's express assumption of Buyer's obligations under this Agreement the term "Buyer" shall mean and refer to the assignee only and the assignor Buyer shall be released from any further obligation under this Agreement, unless and until (i) Buyer resumes its status as contract Buyer under the terms of such assignment, or (ii) the assignment otherwise becomes null and void pursuant to its terms; in either such event Buyer shall resume its status as the sole Buyer, assignment notwithstanding.

(g) Buyer Related Party. The term "Buyer Related Party" shall mean any shareholder, officer, employee, agent, or authorized representative of Buyer or any other corporate, limited liability, or partnership entity that is owned in whole or in part by Buyer or any shareholder, officer, employee, agent, or authorized representative of Buyer. No Buyer Related Party shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter, and Seller and its successors and assigns and, without limitation, all other persons and entities, shall look solely to Buyer's assets for the payment of any claim or for any performance, and Seller, on behalf of itself and its successors and assigns, hereby waives any and all such personal liability. Notwithstanding anything to the contrary contained in this Agreement, neither the negative capital account of any Buyer Related Party, nor any obligation of any Buyer Related Party to restore a negative capital account or to contribute capital to Buyer (or to any other Buyer Related Party), shall at any time be deemed to be the property or an asset of Buyer or any such other Buyer Related Party (and neither Seller nor any of its successors or assigns shall have any right to collect, enforce or proceed against or with respect to any such negative capital account or a member's or partner's obligation to restore or contribute).

(h) No Partnership. Nothing contained in the Agreement shall constitute or be deemed or construed to create, and does not create, a partnership, joint venture or any like relationship among the parties hereto (or any other parties or affiliates thereof).

(i) Rule Against Perpetuities. To avoid the rule against perpetuities, the final Settlement under this Agreement shall take place no later than 21 years from the Effective Date.

(j) Buyer's Intended Use. Buyer's Intended Use is to develop, market, construct and sell on the Land residential lots and homes (of the type, size and style that Buyer intends to construct) (each a "**Lot**" and collectively the "**Lots**") together with related infrastructure, roads, drives, common areas and amenities, all suitable in all respects to Buyer in Buyer's sole discretion as (the "**Intended Use**").

22. BROKERAGE. The parties acknowledge that the Buyer agrees to pay all commissions due and further represents and warrants that Seller has no obligation to pay any commissions as a result of this Agreement. The parties shall indemnify, defend, protect, and hold the other party harmless for, from, and against any and all claims, demands, costs, liability and damages (including, without limitation, attorneys' fees and court costs) which may be incurred or made against the indemnified party by reason of any breach or inaccuracy of the representation, warranty, and agreement contained in this Section. The provisions of this Section shall survive the Closing or earlier termination of this Agreement.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have signed, sealed and delivered these presents as their own free act and deed.

BUYER:

BRD LAND & INVESTMENT,
a South Carolina general partnership

DocuSigned by:
By: Tim Samuels
4670EC3901924E5...
Name: Tim Samuels
Its: Member

Date: September 12, 2022 | 8:47 AM PDT

SELLER:

David Jackson Sims
DAVID JACKSON SIMS

Date: Sept. 9, 2022

ESCROW AGENT:

Escrow agent hereby: (i) acknowledges receipt of the Deposit, and (ii) agrees to be bound by the provisions and perform the obligations hereof applicable to Escrow Agent.

HARVEY & VALLINI, PLLC

By:_____
Name:_____
Its:_____

Date:_____

EXHIBIT "A"

Legal Description

EXHIBIT "B"

Special Warranty Deed

Excise Tax $_____	Recording Time, Book and Page

Tax Lot No.: _____ Parcel Identifier No. _____
Verified by _____ County on the _____ day of _____, 20__
by _____
Mail after recording to Grantee _____
This instrument was prepared by _____
Brief Description For The Index:

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made this _____ day of _____, 20__, by and between:

GRANTOR	GRANTEE
_____ _____ _____ _____	**BRD LAND AND INVESTMENT**, a South Carolina general partnership 259 Textile Way, Suite 102 Fort Mill, SC 29715 Attention: Pam Harding

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that Grantor, for a valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey, that certain real property described on Exhibit "A" attached hereto and incorporated herein by this reference, together with (a) all buildings, structures, and improvements located thereon; (b) all development rights and credits, air rights, water, water rights, and water stock relating thereto; (c) all right, title, and interest of Grantor in and to all strips and gores, streets, alleys, easements, rights-of-way,

public ways, or other rights appurtenant, adjacent, or connected thereto; (d) minerals, oil, gas, and other hydrocarbon substances therein, thereunder, or that may be produced therefrom; and (e) any other rights, privileges, appurtenances, hereditaments, easements, reversions, and remainders pertaining thereto or used in connection therewith (the "**Property**").

The Property was acquired by Grantor by instrument recorded in Book _____, at Page _____, Iredell County Public Registry.

The Property is conveyed subject to the easements, restrictions, reservations, covenants, conditions and other exceptions set forth on Exhibit "B" attached hereto and incorporated herein by this reference (collectively, "**Permitted Exceptions**").

TO HAVE AND TO HOLD, subject to the Exceptions, the Property and all privileges and appurtenances thereto belonging to Grantee in fee simple.

Subject to the Permitted Exceptions, Grantor covenants with Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor executed this deed as of the day and year first above written.

_____,
a _____

By:_____
Name: _____
Title: _____

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public of _____ County and State of North Carolina, do hereby certify that _____ ("**Signatory**"), personally came before me this day and acknowledged that he is _____ of _____, and that he, in such capacity being authorized to do so, executed the foregoing instrument for the purposes stated herein.

I certify that the Signatory personally appeared before me this day, and
(check one of the following)
_____ (I have personal knowledge of the identity of the Signatory); **or**
_____ (I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of:
(*check one of the following)*
___ a driver's license *or*
___ in the form of _____); **or**
_____ (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal this _____ day of _____, 202___.

_____
Notary Public
Print Name:_____
*[**Note:** Notary Public must sign exactly as on notary seal]*

My Commission Expires: _____
☜ [NOTARY SEAL] **(MUST BE FULLY LEGIBLE)**

EXHIBIT "C"

NON-FOREIGN AFFIDAVIT

STATE OF _____)
) ss.
County of _____)

The undersigned, as authorized agent of _____ ("Transferor"), after being duly sworn upon his oath deposes and says that:

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform _____, a(n) _____ ("Transferee"), that withholding of tax is not required upon the disposition of Transferor's interest in a U.S. real property interest, the undersigned hereby certifies the following:

1. Transferor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign person within the meaning of § 1445 and § 7701 of the Internal Revenue Code and the treasury regulations promulgated thereunder;

2. Transferor is not a disregarded entity as defined in Treas. Reg. § 1.1445-2(b)(2)(iii);

3. Transferor's U.S. taxpayer identification number is: _____;

4. Transferor's business address is: _____
_____
_____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury Transferor declares that it has examined this certification and to the best of its knowledge and belief this certification is true, correct, and complete. The undersigned agent declares that he has the authority to sign this document on behalf of Transferor.

TRANSFEROR:

_____

By_____

Its_____

STATE OF _____)
) ss.
County of _____)

The foregoing document was acknowledged before me this ____ day of _____, 20___, by _____, as _____ of _____ _____, a(n) _____, on behalf thereof.

_____
Notary Public

My Commission Expires:

_____

EXHIBIT "D"

GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT (this "**Assignment**") is executed as of the ___ day of _____, _____, by _____, a(n) _____ ("**Assignor**"), to and for the benefit of **BRD LAND & INVESTMENT,**, a South Carolina general partnership ("**Assignee**").

WHEREAS, contemporaneously herewith, Assignee is acquiring from Assignor certain real property described in Exhibit "A" attached hereto (the "**Land**"), together with all of Assignor's right, title, and interest in and to: (a) all buildings, structures, and improvements thereon (the "**Improvements**"); and (c) all of the rights, privileges, appurtenances, hereditaments, easements, reversions, and remainders pertaining to or used in connection with the Land and/or any of the Improvements, including, without limitation, all (i) development rights and credits, declarant rights, air rights, water, water rights, and water stock relating to the Land, (ii) strips and gores, streets, alleys, easements, rights-of-way, public ways, or other rights appurtenant, adjacent, or connected to the Land, and (iii) minerals, oil, gas, and other hydrocarbon substances in, under, or that may be produced from the Land (collectively, the "**Real Property**");

WHEREAS, in connection with the foregoing acquisition, Assignor desires to transfer and assign to Assignee all of Assignor's right, title, and interest in and to certain items and rights applicable or relating thereto, all as hereinafter provided.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby grants, sells, transfers, and assigns unto Assignee all of Assignor's right, title, and interest in and to that certain intangible property owned by Assignor or used by Assignor exclusively in connection with all or any portion of the Real Property, including, without limitation, all of Assignor's right, title, and interest, if any, in and to: (a) all plats, improvement plans, drawings and specifications, including any CAD files, and development rights and credits relating to the Property, (b) all books, records, reports, test results, environmental assessments, if any, as-built plans, specifications, and other similar documents and materials relating to the use, operation, maintenance, repair, construction, or fabrication of all or any portion of the Real Property; (c) all rights, if any, in and to any trade names associated with the Property; (d) all transferable business licenses, architectural, site, landscaping, utility or other permits, applications, approvals, authorizations, pre-paid impact fees, utility fees and other entitlements affecting any portion of the Real Property; and (e) all transferable guarantees, warranties, and utility contracts relating to all or any portion of the Real Property, and Assignor agrees not to release, waive, or alter the liability of any persons providing such guarantees or warranties from and after the date of this Assignment. Assignor hereby releases all rights it may have to any of the property described above, including without limitation, any right to receive any deposits and/or fees previously paid by Assignor.

This Assignment is binding upon the successors and assigns of Assignor and will inure to the benefit of the successors and assigns of Assignee.

Assignor hereby covenants that it will, at any time and from time to time upon written request therefor, execute and deliver to Assignee, and its successors and assigns, any new or confirmatory instruments and take such further acts as Assignee may reasonably request to evidence the assignment contained herein.

This Assignment shall be governed by and interpreted under the laws of the State of NORTH CAROLINA, without regards to its principles of conflict of laws.

ASSIGNOR:

_____

By_____

Its_____

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EXHIBIT "A" TO GENERAL ASSIGNMENT

Legal Description

NOTICE: THIS PURCHASE AND SALE AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT OR, IF IT IS DEEMED NOT TO APPLY, PURSUANT TO THE NORTH CAROLINA UNIFORM ARBITRATION ACT

PURCHASE SALE AGREEMENT

~ 111.27+/- acres ~ Union County, NC
Parcel ID #'s 05144015A & 05144017 and portion of 05144018

THIS REAL ESTATE PURCHASE SALE AGREEMENT (the "**Agreement**") is entered into as of the Effective Date (defined below) by and between **BRD LAND & INVESTMENT,** a South Carolina general partnership (the "**Buyer**") and Roger Coy Maye, Trustee of Jacksie Sims Maye Irrevocable Trust, Roger C. Maye, Janet M. Mackey, Estate of Ervin J. Maye (through his personal representatives Roger Coy Maye and Janet M. Mackey: Case No. 2021-ES-3201403), and Donna M. Cook (collectively the "**Seller**"), as of the latest date appearing on the signature page of this Agreement (the "**Effective Date**").

RECITALS

A. Seller is the owner of an undivided fee simple interest in that certain real property located along Rehobeth Rd and Richardson King Rd in the Town of Waxhaw, (the "Town") in Union County, North Carolina (the "**County**"). Roger Maye, Trustee of Jacksie Sims Maye Irrevocable Trust is the owner of Parcel #05144015A and a portion of Parcel #05144018, collectively containing approximately 105.98 acres. The Estate of Jacksie Sims Maye, inherited by Roger C. Maye, Janet M. Mackey, Ervin J. Maye, and Donna M. Cook, is the owner of Parcel #05144017 containing approximately 5.29 acres. Collectively the properties contain a total of 111.27 +/- acres, more or less, and bearing Parcel ID #'s 05144015A & 05144017 and a portion of 15144018 as may be more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "**Land**"). The Land, together with the "Real Property," the "Improvements," and the "Intangible Property" (each as hereinafter defined), are collectively referred to in this Agreement as the "**Property**."

B. Real Property. As used in this Agreement, the term "**Real Property**" shall mean, collectively, all of Seller's right, title, and interest in and to: (a) the Land; (b) all buildings, structures, fixtures, equipment, improvements and personal property thereon (the "**Improvements**"); and (c) all of the rights, privileges, appurtenances, hereditaments, easements, reversions, privileges, and remainders pertaining to or used in connection with the Land and/or any of the Improvements, including, without limitation, all (i) development rights and credits, declarant rights, air rights, riparian, littoral, and other water rights and

courses, and water stock relating to the Land, (ii) strips and gores, streets, alleys, easements, rights-of-way, public ways, or other rights appurtenant, adjacent, or connected to the Land, (iii) all rights in and to all drainage facilities, utility facilities, impact fee credits, concurrency rights, development rights, entitlements, sewer or water connections, reservations or tap-in rights, licenses, easements, applications, approvals, permits, credits, capacities, approvals, zoning rights, annexation rights, plans, site plan rights, warranties and capacities and any and all similar development rights incident, related to, or appurtenant thereto in any respect, (iv) existing and future timber, crops and vegetation, and (v) minerals, oil, gas, and other hydrocarbon substances in, under, or that may be produced from the Land.

C. Intangible Property. As used in this Agreement, the term "**Intangible Property**" shall mean all of Seller's right, title, and interest in and to that certain intangible property owned by Seller or used by Seller exclusively in connection with all or any portion of the Real Property, including, without limitation, all of Seller's right, title, and interest, if any, in and to: (a) the Approvals, (as hereinafter defined), (b) all plats, improvement plans, drawings and specifications, including any CAD files, and development rights and credits relating to the Property, (c) all books, records, reports, test results, environmental assessments, if any, as-built plans, specifications, and other similar documents and materials relating to the use, operation, maintenance, repair, construction, or fabrication of all or any portion of the Real Property; (d) all rights, if any, in and to any trade names associated with the Property; (e) all transferable business licenses, architectural, site, landscaping, utility or other permits, applications, approvals, authorizations, pre-paid impact fees, utility fees and other entitlements affecting any portion of the Real Property; and (f) all transferable guarantees, warranties, and utility contracts relating to all or any portion of the Real Property.

D. Seller desires to sell and Buyer desires to purchase the Property according to the terms of this Agreement. The Land shall be more specifically delineated on the Boundary Survey as such term is later defined herein, to be prepared as stated in Section 8(c) with the good faith cooperation of Buyer and Seller.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and conditions herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller (also hereinafter collectively referred to as the "Parties") intend to be legally bound, and do hereby agree as follows:

1. AGREEMENT OF SALE AND PURCHASE: Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller the Property, in fee simple absolute, pursuant and subject to the terms and conditions set forth below.

2. PURCHASE PRICE: Subject to credits, adjustments and proration's hereinafter set forth, the purchase price (the "**Purchase Price**") for the Property shall be **Two Million Nine Hundred Fifty Thousand Eighty Nine and 27/100 Dollars ($2,950,089.27).** Buyer confirms all cash offer and no financing contingency.

3. DEPOSIT:

(a) Within 5 business days after the Effective Date, the sum of $18,000.00 as a good faith deposit (the "**Initial Deposit**") will be delivered by Buyer to Harvey and Vallini, LLC located at 12104 Copper Way, Unit 201 Charlotte, NC 28277 (the "**Escrow Agent**"). The Initial Deposit, the Second Deposit, the Third Deposit any additional deposits, and any Extension Fee Deposit as such term is later defined herein, are hereinafter referred to collectively as the "**Deposit**") will be delivered by Buyer to Escrow Agent. The Deposit shall become non-refundable but applicable to the Purchase Price upon the expiration of the Due Diligence Period; however, such non-refundability shall be subject to Seller's performance of its obligations set forth in this Agreement and satisfaction of the contingencies set forth in this Agreement. In the event Buyer terminates this Agreement on or before the expiration of the Due Diligence Period, the Initial Deposit shall be immediately refunded to the Buyer and the parties shall have no further rights of obligations to one another except those that specifically survive termination of this Agreement.

(b) If Buyer has not terminated this Agreement pursuant to Section 4 (i) and proceeds to Closing, Buyer shall deliver an additional $36,000.00 (the "**Second Deposit**") to Escrow Agent within 5 calendar days after Buyer's receipt of all public utilities that are available and approved by the applicable municipal authorities. The Second Deposit shall be non-refundable, but applicable to the Purchase Price at Closing; however, such non-refundability shall be subject to Seller's performance of its obligations under this Agreement and satisfaction of all contingencies set forth in this Agreement.

(c) The Escrow Agent shall make disbursements of the Deposit in accordance with this Agreement and in reliance upon written directions of the Buyer and Seller. In the event that a dispute arises with respect to the distribution of any funds held, the Escrow Agent shall withhold such disbursement or disposition until otherwise instructed by both of the parties or until directed by a court of competent jurisdiction. Buyer and Seller hereby jointly and severally release and waive any claims they may have against Escrow Agent that may result from its performance of its functions under this Agreement. Escrow Agent shall be liable only for loss or damage caused by any of its officers' or employees' acts of wanton or willful misconduct while performing as Escrow Agent. This Agreement will constitute escrow instructions to the Escrow Agent in its capacity as escrow agent for the purposes of administering the Deposit and otherwise provided in this Agreement.

4. DUE DILIGENCE PERIOD: Buyer shall have 180 days (the "**Due Diligence Period**") from the Effective Date or the date to investigate the feasibility of the Buyer's Intended Use of the Property as more fully stated herein.

(a) During the Due Diligence Period, Seller shall provide the Buyer and Buyer's agents or designees the right to enter the Property during normal business hours for purposes of performing such investigations and other inquiries, tests and evaluations as Buyer deems reasonably necessary to determine, in Buyer's sole discretion, whether the property is suitable for Buyer's intended development plan. The Buyer's inspection shall include, without limitation, economic, legal and title analysis, environmental and engineering reports, development and/or engineering conditions, determining the availability and adequacy of utilities, applicable rights of ways, easements, setbacks and other matters of title, and performing such other reasonable and customary due diligence as Buyer elects to perform. All such investigations shall be at Buyer's sole expense and shall be subject to the terms and conditions set forth below.

(b) Buyer agrees that Buyer and Buyer's agents will leave the property in generally the same condition as Buyer found it, and as a condition precedent to its right of entry, Buyer assumes responsibility for any damages caused by the exercise of its Due Diligence activities. Buyer agrees to indemnify Seller as to any damage done to Seller's property pursuant to Buyer's exercise of its Due Diligence activities.

(c) Buyer may apply for a Jurisdictional Determination ("**JD**") from the US Army Corps of Engineers with the cooperation and assistance of Seller.

(d) Property Materials. Within 3 Business Days after the start of the Due Diligence Date (the "**Document Delivery Date**"), Seller shall, at Seller's sole cost and expense, provide to Buyer true, correct, and complete copies of all of the following data, information, and documents whether paper or digital, which relate to, evidence, or describe either the Land, the Improvements, or any Intangible Property, or any singular item or partial item thereof, or any combinations thereof, (each a "**Property Material**" and collectively, the "**Property Materials**") which are in Seller's Possession or Control, as such term is later defined herein, or written notice as to the non-possession by Seller of any such Property Material:

(1) All existing maps, surveys, site plans, subdivision plans and/or plats, and development plans for the Property (including, without limitation, with respect to offsite development related to the Property);
(2) All title abstracts, title commitments, and title policies relating to the Property;
(3) All existing environmental reports;
(4) Topography survey, wetlands reports, and soil borings;
(5) All leases, occupancy agreements, operating agreements, and licenses that affect the Property;
(6) All zoning stipulations, agreements, and requirements that affect or that are proposed to affect the Property;

(7) All archaeological, biological, soil, geological, grading, drainage, and hydrology reports, surveys, or assessments and any other engineering reports for the Property;

(8) The contact information for all engineers, architects, draftspersons, and/or consultants known to Seller to have information concerning the Property and/or its development (each of whom Buyer shall be authorized to contact, discuss the Property and/or its development with, and, if desired by Buyer, retain at Buyer's expense);

(9) Any third-party reports, contracts, and agreements of any kind in Seller's possession or control pertaining to the Property;

(10) All permits issued by any municipal, county or other governmental authority relating to the Property;

(11) All easements that relate to the Property; and

(12) Any other permits, applications, subdivision plans, development plans, technical data, utility capacity, traffic capacity, school capacity, zoning confirmations, concurrency information, licenses, approvals, orders, notices, consents, certificates, agreements, appraisals, boundary and topographical surveys, reports (including, without limitation, soils reports, hydrological reports, and environmental and endangered species reports), tests, studies, construction and site plans, specifications and plats, that relate to the Property or that may assist Buyer in its evaluation of the Property and the Buyer's Intended Use. In addition, within three (3) business days after Seller receives any additional information, of the types described above, while this Agreement remains in effect, Seller shall deliver copies of such additional information to Buyer.

For purposes of this Section 4, the term Seller's Possession or Control shall mean any Property Material that is in the possession, custody or control of any attorney, engineer, surveyor, title company, title agent, or consultant that performed any consulting, investigation, advising, or other work on behalf of Seller or any employee of Seller regarding the Property.

At the time of the execution of this Agreement, the Parties agree that the Sellers have provided all Property Materials in its possession and control.

(e) Seller shall promptly furnish to Buyer for its review (a) any of the items described in this Section 4 that may come into Seller's possession or control from and after the Document Delivery Date, and (b) any additional documents and information in the possession or control of Seller reasonably requested in writing by Buyer. Notwithstanding the foregoing, the Sellers shall have no responsibility to provide any items described in this Section 4 which were not already in existence on the Effective Date.

(f) Until the Closing, Buyer and Buyer's agents or designees shall have the right to enter the Property during normal business hours for purposes of performing such investigations and other inquiries, tests and evaluations as Buyer deems reasonably necessary, including without limitation economic, legal and title analysis, securing environmental and engineering reports, determining the availability of suitable utilities, and performing such other reasonable and customary due diligence as Buyer elects to perform. All such investigations shall be at Buyer's sole expense and shall be subject to the terms and conditions set forth below.

(g) Should Buyer fail to close for any reason other than a default by Seller, Buyer shall provide Seller with copies of all nonproprietary due diligence materials including but not limited to surveys, geotechnical reports, and environmental reports.

(h) At any time on or before the expiration of the Due Diligence Period, Buyer in its sole discretion, shall have the right to terminate this Agreement by written notice thereof to the Seller, and upon any such termination, Escrow Agent shall return the Deposit to Buyer and thereafter the parties shall have no further obligations to one another except those that expressly survive termination of this Agreement.

5. CLOSING.

(a) In the event that Seller has not defaulted hereunder and all of the conditions precedent to Buyer's obligations hereunder, including the Conditions to Closing (collectively the "**Conditions Precedent**") have been satisfied or waived by Buyer's written notice of same pursuant to this Agreement, closing under the terms of this Agreement (the "**Closing**") shall be held at the offices of Escrow Agent on or before thirty (30) days after Buyer's receipt of (i) all applicable permits as required for Buyer's Intended Use and (ii) Approvals as such term is later defined herein. Buyer may extend Closing by two (2) periods of Thirty (30) days each (each a "**Closing Extension**" and collectively being the "**Closing Extensions"**) by depositing an additional $6,000.00 with Escrow Agent for each 30 day extension (each extension deposit being an "**Extension Fee Deposit**" and collectively being the "**Extension Fee Deposits"**). Such Extension Fee Deposits shall be non-refundable but applicable to the Purchase Price at Closing; however, such non-refundability shall be subject to Seller's performance of its obligations under this Agreement, the satisfaction of the contingencies set forth in this Agreement, and any other terms of the Agreement which specifically provide for the return of the Deposit to Buyer.

(b) Performance of the terms of this Agreement shall be considered good and sufficient upon receipt by the settlement agent conducting Closing of the cash required at Closing, the deed, and such other papers as are required to consummate Closing hereunder.

(c) Possession of the Property shall be given to Buyer or its agents and assigns at the time of settlement, free from any parties in possession.

(d) Seller Deliverables. On or before the Closing Date, Seller, at its sole cost and expense, shall deliver or cause to be delivered to the Closing Agent (to be held in escrow pending the Closing) the following items, documents, and instruments, each dated as of the Closing Date, fully executed and, if appropriate acknowledged or attested to, and, if applicable, in proper form for recording:

(1) Deed. The Deed conveying good, marketable, and insurable title to the Property to Buyer in the form of Exhibit "B" attached hereto (the "**Deed**"), subject only to the Permitted Exceptions.

(2) Lien Waiver.

(3) Non-Foreign Affidavit. A Non-Foreign Affidavit in the form attached hereto as Exhibit "C" (the "**Non-Foreign Affidavit**").

(4) General Assignment. A general assignment to Buyer of the Intangible Property in the form attached hereto as Exhibit "D" (the "**General Assignment**").

(5) Proof of Authority. Such proof of Seller's authority and authorization to enter into this Agreement and the transaction contemplated hereby, and such proof of the power and authority of the individual(s) executing or delivering any instruments, documents, or certificates on behalf of Seller to act for and bind Seller as may be reasonably required by Title Insurer, Escrow Agent, or Buyer. The Parties agree, understand and acknowledge that the Application for Probate has been filed in the State of South Carolina for partial owner of the property described herein for the Estate of Ervin J. Maye through his personal representatives Roger Coy Maye and Janet M. Mackey, Case No. 2021-ES-320140, and said Proof of Authority for said Estate shall be provided as soon as released by the Probate Court in South Carolina, but in no event later than one (1) day prior to the expiration of the Due Diligence Period.

(6) A "**Certification of Non-Foreign Status**" which meets the requirements of Section 1445 of the Internal Revenue Code and Internal Revenue Regulations for the purpose of informing the transferee that withholding of Federal taxes is not required.

(7) Other. Such other items, documents, and instruments as may be reasonably required by Buyer, Title Insurer, Escrow Agent or

otherwise in order to effectuate the provisions of this Agreement and the Closing and/or otherwise to fulfill the covenants and obligations to be performed by Seller at the Closing pursuant to this Agreement. In the event any individual constituting the Seller is married and such individual's spouse is not a party to this Agreement, then Seller shall cause such spouse to join in the execution and delivery of the Deed for purposes of releasing all marital interests in the Property.

(e) Buyer Deliverables. On or before the Closing Date, Buyer, at its sole cost and expense, shall deliver or cause to be delivered to the Escrow Agent, as applicable (to be held in escrow pending the Closing) the following funds and the following items, documents, and instruments, each dated as of the Closing Date, fully executed and, if appropriate acknowledged, and, if applicable, in proper form for recording:

(1) Purchase Price. To the Escrow Agent, cash or other immediately available funds in an amount equal to the unpaid sum of the Purchase Price, less the Deposit, plus Buyer's share of the Closing Costs.

(2) Proof of Authority. To the Escrow Agent, such proof of Buyer's authority and authorization to enter into this Agreement and the transaction contemplated hereby, and such proof of the power and authority of the individual(s) executing or delivering any instruments, documents, or certificates on behalf of Buyer to act for and bind Buyer as may be reasonably required by Title Insurer, Escrow Agent, or Seller.

(3) Other. Such other items, documents, and instruments as may be reasonably required by Seller, Title Insurer, Escrow Agent or otherwise in order to effectuate the provisions of this Agreement and the Closing and/or otherwise to fulfill the covenants and obligations to be performed by Buyer at the Closing pursuant to this Agreement.

(f) Possession of the Property shall be given to Buyer or its agents and assigns at the time of settlement, free from any parties in possession, except as otherwise disclosed to the Buyer as part of the Property Materials.

(g) If Buyer does not purchase the Property then the Buyer will turn over any and all work product they have performed including but not limited to the preliminary site plan, survey, Phase 1 environmental assessment, etc.

6. ADJUSTMENTS AT CLOSING: Real estate taxes, general and special, and usual water and sewer charges are to be adjusted to the date of settlement and thereafter assumed

and paid for by Buyer. Buyer shall pay, when and if due, any impact fees imposed by the governmental authorities on development of the Property. Roll-Back Taxes applicable to any years, including the year of closing and years prior thereto, shall not be subject to proration, but shall be paid by Seller at Closing.

7. CLOSING COSTS: Examination of title, owner's and mortgagee's title insurance, survey, tax certificates, notary fees, and recording charges are to be at the cost of Buyer; provided, however, that if Seller breaches its obligations under Subparagraph 8(c), Seller shall (in addition to its other default obligations under Paragraph 13) pay or reimburse Buyer for all reasonable title and survey costs actually incurred by Buyer. Seller shall pay the cost of obtaining releases of all monetary liens encumbering the Property. All documentary stamps and recordation and transfer taxes shall be paid by the Seller. Each party shall pay for the cost of their respective legal counsel. Seller shall pay for the preparation of the deed.

8. Title:

(a) Absolute fee simple title to the Property is to be conveyed at the time of Closing, free of all liens, encumbrances, judgments, covenants, restrictions, easements and rights of way, recorded or unrecorded; subject, however, to those matters (if any) affecting title to the Property which are set forth in the Title Commitment referred to below and accepted by Buyer in accordance with Subparagraph 8(b) (the "Permitted Exceptions"). Title is to be merchantable, good of record and in fact, and insurable without exceptions (other than Permitted Exceptions) at standard rates by a recognized title insurance company licensed to do business in the State of North Carolina.

(b) After the Effective Date, Buyer shall, at its own expense, order a standard ALTA form B commitment for owner's title insurance for the property, as the same may be revised, (the "Title Commitment"). If Buyer, in its sole discretion, finds that any of the exceptions to title set forth in the Title Commitment would interfere with its contemplated development of the Property (the "Objectionable Exceptions"), Buyer shall give written notice(s) to Seller setting forth the Objectionable Exceptions. If Buyer fails to give notice(s) of Objectionable Exceptions within one hundred twenty (120) days after the Effective Date, Buyer shall be deemed to have accepted all title exceptions which are reported in the Title Commitment; if Buyer does give such notice, Buyer shall be deemed to have accepted all title exceptions reported in the Title Commitment other than the Objectionable Exceptions expressly set forth in the notice. After receipt of any notice of Objectionable Exceptions, Seller, in its sole discretion, shall have the option to cure or not to cure any of the Objectionable Exceptions noted in any such notice(s). Seller shall promptly commence and diligently pursue good faith and reasonable efforts to cure such Objectionable Exceptions and the Closing date, if necessary, shall be extended for the period of time required to allow Seller to cure such Objectionable Exceptions. If Seller shall not have succeeded in curing such Objectionable Exceptions, despite its good faith and reasonable efforts, within thirty (30) days from receipt of the notice of such Objectionable Exceptions, or if Seller elects in the first instance not to cure such

Objectionable Exceptions, Buyer shall have the right either (i) to purchase the Property subject to such Objectionable Exceptions not cured by Seller, or (ii) to terminate this Agreement on or prior to the expiration of the Due Diligence Period. In the event of termination pursuant to this Subparagraph 8(b), the Deposit shall be promptly returned to Buyer and thereafter the parties shall be relieved of further liability to one another. Notwithstanding the foregoing, (i) due and unpaid taxes, any deeds of trust, mortgages, judgment liens, and other monetary liens against the Property shall be deemed Objectionable Exceptions, whether Buyer gives written notice of such or not, and shall be removed by Seller at or before the time of Closing, and (ii) Buyer shall have the right to terminate this Agreement and receive a complete refund of the Deposit if any survey discloses any matter which, in Buyer's reasonable opinion, would interfere with Buyer's contemplated development of the Property.

(c) The Buyer may cause a certified boundary survey to be prepared for the Property (the "**Boundary Survey**"), at Buyer's expense, by a registered North Carolina land surveyor, which shall be completed prior to the expiration of the Due Diligence Period. If this survey is used to prepare the legal description for the Seller's deed, this legal description shall be approved, in writing, by Seller which said approval shall not be unreasonably withheld.

(d) After the Effective Date, Seller shall not voluntarily alter title to the Property or voluntarily seek any zoning changes, entitlements or other governmental approvals with respect to the Property, without Buyer's prior written approval except in support of Buyer's actions to obtain the same as specified in this Agreement.

9. REPRESENTATIONS AND WARRANTIES OF SELLER: Seller represents and warrants to the Buyer as follows:

(a) Seller has the full right, power and authority to enter into and carry out and perform this Agreement, without obtaining any further approvals or consents. Seller is the owner of the Property in fee simple absolute and has all right, power and authority to enter into this Agreement. The entering into this Agreement and consummation of this transaction by Seller will not violate any law or governmental regulation, order or decree to which Seller is subject or any agreement or other instrument to which Seller is a party or by which it is bound.

(b) Seller has not made any commitments or representations to the applicable governmental authorities, any adjoining or surrounding property owners, any civic association, any utility, or any other person or entity which would in any manner be binding upon Buyer, except as provided for in this Agreement.

(c) There are no leases, tenancies, licenses, or other rights of occupancy or use for any portion of the Property.

(d) There is no threatened or pending annexation, condemnation or other judicial or administrative proceedings against or affecting any part of the Property.

(e) Neither Seller nor to the best of Seller's knowledge any other third party, used, generated, manufactured, stored or disposed of any Hazardous Substance in, at, on, under or about the Property or transported any Hazardous Substance to or from the Property. "Hazardous Substances" as used in this Section 10(e) shall mean and include all hazardous or toxic substances, wastes or materials, and all pollutants and contaminants, including but not limited to those elements or compounds which are contained in the list of hazardous substances adopted by the Unites States Environmental Protection Agency ("EPA") and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including strict liability) or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or any time hereinafter in effect. Furthermore: (a) To the best of Seller's knowledge the Property is not in violation, nor has been or is currently under investigation for violation of any federal, state or local law, ordinance, permit or regulation relating to industrial hygiene, worker health and safety, or to the environmental conditions in, at, on, under or about the Property including, but not limited to, soil and groundwater conditions; (b) the Property has not been subject to, and is not within 2,000 feet of, a deposit of any Hazardous Substance; (c) there has been no discharge, migration or release of any Hazardous Substance from, into, on, under or about the Property; (d) there is not now, nor has there ever been on or in the Property underground storage tanks or surface or below-grade impoundments, any asbestos-containing materials or any polychlorinated biphenyls used in hydraulic oils, electrical transformers or other equipment; (e) there are no non-tidal wetlands or flood plain areas, as defined by law or governmental regulations, located on the Property; and (f) there is no construction or other debris or refuse including, but not limited to, trash, rocks, stumps, concrete, or asphalt, buried upon the Property, unless Buyer has consented in writing to the same. Seller shall not, nor permit a third party to, use, manufacture, generate, store or dispose of any Hazardous Substances in, at, on, under or about the Property. Seller hereby assigns to Buyer as of Closing all claims, counterclaims, defenses or actions, whether at common law or pursuant to any other applicable federal or state or other laws which Seller may have against any third parties relating to the existence of any Hazardous Substance in, at, on, under or about the Property.

(f) There exists no violation of any law or governmental order or regulation or of any easement, restriction, condition or covenant of record affecting the Property.

(g) Seller has not and shall not while this Agreement is in full force and effect: (a) enter into any other option or sales contract for the Property or any portion thereof, (b) execute any deeds, restrictive covenants, development agreements or right of way agreements, or apply for or consent to any zoning change (except

as required herein) affecting the Property or take any other action that is not necessary for the purposes contemplated herein or that would adversely affect, the Property or Buyer's rights under this Agreement; or (c) grant any easement, license or right to use the Property or portion thereof without Buyer's written approval, which shall not be unreasonably withheld.

(h) Seller is the owner in fee simple of the Property. Seller has the full power and authority to execute this Agreement and to consummate the transaction contemplated herein.

(i) Seller is not prohibited from consummating the transaction contemplated by this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

(j) Seller has not received any notice of, and, to Seller's knowledge, there does not exist any current violations of any laws, statutes, ordinances, regulations or existing, pending or anticipated litigation or other claim, action, suit or proceeding involving the Property or that would impair Seller's ability to perform their obligations under this Agreement. During the term of this Agreement, Seller shall comply with any and all covenants, conditions, restrictions, laws, statutes, rules, regulations, ordinances, and notices given by any governing authority applicable to the Property and shall maintain the Property in its present state of repair and in substantially the same condition as of the date of this Agreement.

(k) There are no leases, tenancies, options, rights of first refusal, licenses, or other agreements applicable to or affecting the Property. No third party has any right to utilize or possess the Property, there are no adverse parties in possession of any portion of the Property, there are no encroachments by Seller on the property of others or others on the Property and no other person or entity claims, has claimed, or could justifiably claim any retained rights in the Property under an earlier-in-time purchase contract.

(l) During the time Seller has owned the Property, and to Seller's knowledge with regard to the time prior to Seller's ownership of the Property: (1) none of the Property has been excavated; (2) no landfill was deposited on or taken from the Property; (3) no construction or other debris (including, without limitation, livestock, other organic materials, strippings, rocks, stumps or concrete) has been buried upon the Property; and (4) the Property has not contained a bury or borrow pit.

(m) No commitments, representations or agreements, such as but not limited to conditional zoning, have been made to any governmental authority, utility company, school board, church, religious body, homeowner's association, or other organization, group, or individual that would impose an obligation upon Buyer to construct any improvements, dedicate or maintain any land or

improvements, pay any money, perform any obligation or which would otherwise affect the ownership or development of the Property by Buyer.

(n) All assessments that are liens against the Property are shown in the official records of the taxing authorities in whose jurisdiction the Property is located; no improvements (site or area) have been constructed or installed by any public authority, the cost of which may be assessed in whole or in part against any part of the Property in the future; and Seller has not been notified of any possible future improvements that might create an assessment against any part of the Property.

(o) Seller is not, nor will he/she become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(p) The property contains no Threatened Species or Endangered Species or protected habitats. "Endangered Species" shall mean any species that is in danger of extinction throughout all or a significant portion of its range and any species that is defined as endangered under any state or federal law, regulation, permit, or judicial, administrative or governmental order. "Threatened Species" shall mean any species that is likely to become endangered in the foreseeable future throughout all or a significant portion of its range and any species that is defined as threatened under any state or federal law, regulation, permit, or judicial, administrative or governmental order.

(q) To the best of Seller's knowledge the Property contains no Cultural Resources or other items of archeological significance as defined by applicable state or federal law. "Cultural Resources" shall be the physical evidence or features, both natural and manmade, or place of or associated with past activities and accomplishments of people including, but not limited to, any site, cemetery, burial ground, gravestone, building, structure, landscape, object, or natural feature possessing significance, either individually or as groupings, in history, architecture, or human cultural development.

(r) Buyers and Sellers acknowledge and understand that there is a public water line abutting the Property; however, this is only a supply line and not currently available for access or tapping by the Property Owners for use on the Property.

The foregoing representations and warranties shall be true and correct from the date hereof to the Closing, shall be true and correct and in full force and effect, as the case may be, and deemed to have been reaffirmed and restated by Seller as of the date and time of the Closing, and shall survive the Closing and shall not be merged upon delivery of the Deed, and shall

insert: for a period of one year

+ gmc RCM gmm

DS TS

inure to the benefit of and be enforceable by Buyer, its successors and assigns. In the event Seller becomes aware that any representation or warranty is untrue, inaccurate or incorrect or that any covenant of Seller has been breached, Seller shall deliver written notice to Buyer thereof within 48 hours of obtaining such knowledge (but, in any event, prior to the Closing).

10. COVENANTS OF SELLER: Seller covenants with Buyer that from the Effective Date until Closing:

(a) Seller shall keep the Property in its present physical condition and shall not excavate or disturb or alter the Property, except as may be required by governmental authorities or to deal with a bona fide emergency.

(b) Seller shall not commit any waste upon the Property or bring or allow to be brought onto the Property any Hazardous Materials. Seller shall not create or incur any mortgage, lien, pledge, or other encumbrance in any way affecting the Property or other nuisance upon the Property or any other action which may adversely affect the value of the Property and shall observe all laws, ordinances, regulations and restrictions affecting the Property; or bury or dump or permit the burial or dumping of any trees, stumps, boulders, trash, refuse or brush on any portion of the Property.

(c) Seller shall promptly advise Buyer in writing of any matters coming to Seller's attention indicating the inaccuracy of any of Seller's representations or warranties set forth in this Agreement and give to Buyer copies of any notices which Seller receives from governmental authorities relating to the Property.

(d) From and after the Effective Date, Seller will not solicit any offers to purchase the Property from any party other than Buyer and will not market the Property to any other parties.

(e) Seller shall not enter into any contract regarding all or any portion of the Property (including, but not limited to, any lease) which cannot be terminated prior to Closing without notice and without charge, cost, or penalty. Further, any leases which are currently in place must be cancelled prior to Closing and not renewed.

(f) Seller covenants and agrees that Buyer may apply for and must receive prior to Closing: (i) if the Property is being subdivided from a larger parcel of property, approval of the subdivision plat for the Land that subdivides the Property and the Retained Property as separate parcels (the "**Subdivision Plat**"), which shall be consistent with the Boundary Survey, (ii) a wetlands delineation survey which accurately depicts and delineates any wetlands located on the Property, and a Jurisdictional Determination letter from the United States Army Corps of Engineers indicating whether any water bodies located within the boundaries of the Property meet the definition of "waters of the United States" under the Federal Water Pollution Control act, also known as the Clean Water Act, 33 U.S.C. Section 1251, et. seq. and its related Regulations, and any related

permits, (iii) encroachment approvals and permits from adjacent roads or rights of way to the Property; (iv) development site plan approval for the Property, (v) all required land disturbance and storm water approvals and permits, (vi) septic system and water plan approvals and permits from the appropriate municipal authorities, (vii) approval by all applicable State, County, and municipal authorities, utility companies and adjacent land owners of all agreements and arrangements necessary to provide the Property with water, septic tank system, and all utility services and road connections necessary or desirable for the Buyer's Intended Use, (viii) all other State, County, municipal, and utility provider approvals, permits and entitlements, and (ix) Annexation of the Property (collectively, the "**Approvals**") all in forms satisfactory to Buyer and which enable Buyer's development of the Property according to Buyer's Intended Use. Seller agrees to cooperate with Buyer's efforts to obtain the Approvals, including, without limitation, allowing applications to be made in Seller's name. Seller agrees to execute all reasonable and customary documents and petitions required to obtain the Approvals. Seller shall be notified of each submittal to any governmental authority and shall when appropriate be allowed to offer input to any submittals. Seller acknowledges that time is of the essence with regard to the matters set forth in this Section 10 and agrees to work with Buyer in good faith and without delay on such matters.

(g) Seller shall work in good faith with Buyer to help Buyer's surveyor complete the Boundary Survey.

11. CONDITIONS TO BUYER'S OBLIGATION TO CLOSE: Notwithstanding anything to the contrary contained in this Agreement, Buyer's obligation to close this transaction is subject to the satisfaction of the following conditions (each a "Condition to Closing" and collectively, the "Conditions to Closing") on or as of Closing, unless an earlier date is specified in this Agreement:

(a) Seller's Representations and Warranties. Seller's representations and warranties set forth in this Agreement are materially true, complete and correct and Seller has delivered to Buyer Seller's Certificate of Representations and Warranties dated not more than 5 days prior to the date of Closing.

(b) Seller's Performance of Terms of Agreement. Seller has materially performed all of its obligations to be performed by Seller hereunder and is not in default hereunder.

(c) Buyers Receipt of Unconditional Title Commitment. Buyer shall have received an unconditional commitment as of Closing to issue to Buyer an ALTA owner's policy of title insurance, with coverage in the amount of the Purchase Price, insuring good, marketable and insurable fee simple title to the Property free and clear of all matters except the Permitted Exceptions (the "Title Policy") at standard rates.

(d) Legal Access. There is legal access, including ingress and egress, to and from the Property directly a road acceptable to Buyer and such access is legally sufficient and adequate in scope, size, type and form as determined by Buyer and Buyer's counsel in their sole discretion to support the units, common areas and amenities to be developed on the Property.

(e) Approvals. Receipt by Buyer of all Approvals with all appeal periods having expired and no appeals having been filed or all appeals having been conclusively resolved in favor of Buyer with only those conditions and stipulations to such Approvals which were approved by Buyer.

(f) Receipts of Buyer. The receipt by Buyer of all written agreements, permits, approvals, arrangements, letters, commitments or other evidence satisfactory to Buyer establishing to Buyer's satisfaction that the Conditions stated in Sections 11(a) through 11(e) have been satisfied and remain satisfied as of Closing.

(g) Adverse Changes. In Buyer's sole opinion there shall be no adverse changes in the condition of the Property or affecting the Property or Buyer's Intended Use not caused by Buyer between the time of Buyer's inspection of the Property during the Due Diligence Period and the Closing including, but not limited to:

i) Title to the Property;
ii) Access to the Property; and
iii) The environmental condition of the Property.

(h) Septic Lots: Buyer shall have received acceptable conformation that the Lots will perc to support Buyer's Intended Use of the Property or receipt of sewer permits to support Buyer's Intended Use. Buyer shall have also received permits for public water and other utilities.

(i) Leases: Seller shall cancel any leases which currently exist on the Property and not renew same.

Subject to any applicable notice and cure rights of Seller provided for herein, if any of the foregoing Conditions to Closing are not fulfilled on or before the date by which such condition is to have been satisfied, Buyer may, in addition to any other right or remedy available to Buyer under this Agreement, (i) waive any such unsatisfied condition(s) and proceed with Closing, (ii) extend the date of Closing or otherwise toll this Agreement until such condition(s) are satisfied, or (iii) terminate this Agreement, whereupon Escrow Agent shall return the Deposit to Buyer, and Buyer, Seller and Escrow Agent shall have no further obligation pertaining to the purchase or sale of the Property, except for those which expressly survive any such termination.

12. BUYER'S DEFAULT: If Buyer fails to tender Closing on the Property and Seller is ready, willing and able to perform, or if Buyer shall otherwise breach or default under any of the provisions of this Agreement, and in any case of Buyer's default Buyer and Seller nevertheless agree that Seller has complied with and remains in compliance with all of the terms and conditions set forth in Paragraph 11 "Conditions to Buyer's Obligation to Close", then, provided Buyer has

received written notice from Seller specifying the nature of the breach or default and Buyer fails to cure the specified breach or default within 10 days after receipt of the notice, Escrow Agent shall, upon the receipt by Escrow Agent from Buyer of written notice acknowledging Buyer's uncured breach or default, deliver the Deposit paid to date to Seller as complete and liquidated damages and as Seller's sole remedy. Thereafter, this Agreement shall automatically terminate and Buyer and Seller shall be relieved of further liability hereunder, at law or equity. In such an event, the Buyer shall provide to the Sellers copies of any and all Due Diligence work done on or on behalf of the Property at the time of such Buyer's Default. Seller expressly waives all rights of action against Buyer for specific performance and any other equitable remedies or damages for any matter arising out of or relating to this Agreement. Any attendance at Closing by either party shall not nullify this provision for payment of liquidated damages as Seller's sole remedy.

13. SELLER'S DEFAULT. In the event Seller shall fail to tender and complete Closing hereunder, Buyer shall have the right to seek specific performance of this Agreement (including ancillary equitable relief) and in the instance where specific performance is not available as a remedy, Buyer shall be entitled to pursue any other remedies available in law of equity or may, in the alternative, elect to terminate this Agreement, whereupon the Escrow Agent shall deliver to Buyer a complete refund of the Deposit and thereupon the parties shall have no further rights or obligations hereunder.

14. NOTICES OF VIOLATIONS: All notices of violations of laws, regulations, or requirements issued by legal authority affecting the Property shall be complied with (and applicable fines, if any, paid) by Seller, at its own expense, prior to Closing. All judicial or administrative proceedings brought on account of such violations shall be defended by Seller. The Property shall be conveyed free of any such violations.

15. RISK OF LOSS. Until execution and delivery of the deed at Closing, the risk of loss or damage to the Property by fire or other casualty is assumed by Seller.

16. CONDEMNATION. If, at or prior to the time of Closing, any portion of the Property shall be condemned or taken pursuant to any governmental or other power of eminent domain, any written notice of taking or condemnation is issued, or any proceedings are instituted by any governmental authority having the power of eminent domain, and any such condemnation or taking has an adverse effect upon Buyer's intended development of the Property, as reasonably determined by Buyer, the Buyer shall have the right to terminate this Agreement by giving Seller written notice to that effect within fifteen (15) days after receiving written notice from Seller advising of the condemnation or taking. In that event, the Deposit shall be promptly returned to Buyer and thereafter both Seller and Buyer shall be relieved of further liability under this Agreement, at law or in equity. In the event of condemnation, if Buyer is entitled to terminate this Agreement but elects not to do so or if Buyer is not entitled to terminate this Agreement, Buyer shall proceed to settlement with an equitable reduction in the Purchase Price equal to the condemnation award paid to Seller. If Buyer shall proceed to Closing and the portion of the Property to be condemned has not yet been taken and paid for by the condemning authority by the time of Closing then there shall be no abatement in the Purchase Price and Seller shall assign to Buyer at the time of settlement of all Seller's right to any unpaid condemnation awards, and Seller shall convey the entire Property to Buyer. Buyer shall be entitled to participate jointly with Seller in all negotiations with the concerning authority and any settlement of any pending or threatened condemnation proceedings shall be subject to Buyer's approval, such approval not to be

unreasonably withheld, conditioned, or delayed. If Seller has knowledge of any pending or threatened condemnation proceedings or actions, Seller will promptly advise Buyer in writing.

17. ASSIGNMENT: Buyer shall have the right to assign this Agreement without Seller's consent and/or at its election to designate an alternative grantee to take title from Seller at Closing however Buyer shall remain liable under this Agreement as if no assignment had occurred.

18. FORCE MAJEURE: In the event that either party hereto shall be delayed or hindered in or prevented from performing work or doing acts required under the terms of this Agreement (except for any obligations to make payments to the other party hereunder) as a result of the following force majeure events ("**Force Majeure Events**"), including (i) acts of God such as flood, fire, earthquake, explosion, widespread illness, epidemic, or pandemic; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government law or order; (v) actions, embargoes or blockades in effect on or after the date of this Agreement; (vi) action by any governmental authority; (vii) national or regional emergency; (vii) strikes, labor stoppages or slowdowns or other industrial disturbances; and (viii) shortage of adequate power or transportation facilities; and (ix) other similar events beyond the reasonable control of and not the fault of the party impacted by the Force Majeure Event (the "**Affected Party**"), then performance of such act shall be excused for the period of the delay, and thereafter the period for the performance of any such act and any Purchase Price increases shall be extended for the lesser of (i) a period equivalent to the period of such delay, or (ii) 364 days (the "Extension Period"). The Affected Party shall give notice within 5 days from the Force Majeure Event to the other party, in the manner provided in Section 19, stating the period of time the occurrence is expected to continue. If upon the expiration of the Extension Period the required act remains unperformed, Buyer may either postpone said performance pursuant to Paragraph 8 and forthwith continue to settle Lots as provided herein, or Buyer may at its option terminate this Agreement, and in such event the Deposit shall be returned to Buyer within 10 days of such termination and there shall be no further liability on the part of either party to the other.

19. SIMULTANEOUS CLOSING. Buyer's obligations to purchase the Property from Seller under this Agreement are expressly conditioned on Buyer simultaneously closing on the purchase from Seller of the Property listed in this Agreement as well as the Purchase Sale Agreements for the following properties located in Union County, North Carolina: (i) that parcel located along Rehobeth Rd and Richardson King Rd, containing 19.00+/- acres more or less bearing Parcel # **05144015B** (of which approximately 10 acres shall be sold)**,** and (ii) that parcel located at 0 Rehobeth Rd containing 29.6 +/- acres more or less bearing Parcel # **05144015C**

20. NOTICE: All notices and other communications under this Agreement shall be in writing and shall be deemed duly given if personally delivered (with signed receipt and deemed received upon delivery), mailed by certified mail, return receipt requested, first class, postage prepaid (and deemed received upon the next business day after being sent by certified mail), or via email:

If to Buyer, to: BRD LAND & INVESTMENT
254 Kingsley Park Dr, Suite 110
Fort Mill, SC 29715

	Attn: Tim Samuels Email:info@esteroproperty.co.nz and trsamuels22@gmail.com
with a copy to:	HARVEY AND VALLINI, PLLC 12104 Copper Way, Unit 201 Charlotte, NC 28277 Attn: Steven E. Harvey, Lauren C. Gulley Phone: 843/388/8883 Facsimile No.: 843/388/8884 Email: SteveH@hvlawsc.com; laureng@hvlawsc.com
If to Seller, to:	ROGER COY MAYE PO BOX 453 Wingate, NC 28174 Individually and as Trustee of Jacksie Sims Maye Irrevocable Trust JANET M. MACKEY 3914 S. Rocky River Rd Monroe, NC 28112 DONNA M. COOK 243 Mallard Drive New London, NC 28127 Estate of ERVIN J. MAYE c/o personal representatives Roger Coy Maye and Janet M. Mackey PO BOX 453 Wingate, NC 28174
Escrow Agent:	HARVEY AND VALLINI, PLLC 12104 Copper Way, Unit 201 Charlotte, NC 28277 Attn: Steven E. Harvey, Lauren C. Gulley Phone: 843/388/8883 Facsimile No: 843/388/8884 Email:SteveH@hvlawsc.com; laureng@hvlawsc.com

21. MISCELLANEOUS.

(a) Buyer reserves the right to waive any of the terms and conditions of this Agreement for its benefit, including, without limitation, conditions precedent to Closing, title, and warranty provisions, and to purchase the Property in accordance with the terms and conditions of this Agreement which have not been so waived. Any and all such waiver(s) must be in writing signed by Buyer.

(b) This Agreement contains the entire agreement between the parties regarding the subject matter of this Agreement. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between them, relating to this subject matter, other than as herein set forth. This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by all the parties or their respective successors in interest. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The Recitals set forth on page one are incorporated in and made a part of this Agreement. The terms of this Agreement are mutually agreed to be clear and unambiguous, shall be considered the workmanship of all the parties and shall not be construed against the drafting party.

(c) If any terms, covenants or condition of this Agreement or its application to any person or circumstances shall be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, unless the result would frustrate the purpose of this Agreement.

(d) All questions with respect to the construction of this Agreement, shall be determined in accordance with the laws of the jurisdiction in which the Property is located, without regard to conflict of law rules. Time is hereby declared to be of the essence in the performance of each of Seller's obligations hereunder.

(e) If any date upon which action is required under this Agreement shall be a Saturday, Sunday or legal holiday, the date for such action shall be extended to the first regular business day after such date which is not a Saturday, Sunday or legal holiday.

(f) Arbitration

i) SELLER AND BUYER AGREE THAT ANY "DISPUTE" (AS DEFINED BELOW) BETWEEN THE PARTIES SHALL BE SUBJECT TO MANDATORY ARBITRATION, AT THE REQUEST OF EITHER PARTY, WHETHER MADE BEFORE OR AFTER INSTITUTION OF ANY JUDICIAL PROCEEDING, PURSUANT TO THE FEDERAL ARBITRATION ACT OR, IF IT IS DEEMED NOT TO APPLY, THE NORTH CAROLINA UNIFORM ARBITRATION ACT. The term "Dispute" shall mean any dispute, claim or controversy

of any nature whatsoever between the Seller and Buyer, including without limitation (i) any dispute, claim or controversy arising out of or relating to this Agreement including any action for specific performance of this Agreement, (ii) any dispute, claim or controversy arising out of or relating to the Property, the condition of the Property or any alleged defect in the Property, and (iii) any other dispute, claim or controversy which concerns the Property or its surrounding environment in any manner, whether or not based on or relating to this Agreement. Without limiting the generality of the foregoing, Disputes which are subject to arbitration under this paragraph shall include disputes based on alleged breach of contract, The Parties confirm their intention that this arbitration paragraph be construed liberally to give effect to the Parties' desire that all Disputes between the Parties of every nature whatsoever be subject to arbitration. Institution of a judicial proceeding by a Party does not waive the right of that party to demand arbitration hereunder. Disputes include disagreement as to whether a matter is subject to arbitration, claims brought as class actions, and claims arising from documents executed in the future.

ii) Pursuant to the Federal Arbitration Act or, if it is deemed not to apply, the NORTH CAROLINA Uniform Arbitration Act, arbitration shall be conducted under and governed by the Construction Industry Arbitration Rules of the American Arbitration Association (the "AAA"). All arbitration hearings shall be conducted in Charlotte, NORTH CAROLINA. All applicable statutes of limitation shall apply to a Dispute. A judgment upon the award may be confirmed, entered and enforced in any court having jurisdiction. As a condition precedent to arbitration, the dispute shall first be mediated in accordance with the Construction Industry Mediation Rules of the AAA, or such other mediation service selected by Seller. All of the covenants, conditions and obligations contained in this Agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of Seller and Buyer.

iii) Upon any assignment of this Agreement by Buyer, pursuant to the terms of this Agreement, and that assignee's express assumption of Buyer's obligations under this Agreement the term "Buyer" shall mean and refer to the assignee only and the assignor Buyer shall be released from any further obligation under this Agreement, unless and until (i) Buyer resumes its status as contract Buyer under the terms of such assignment, or (ii) the assignment otherwise becomes null and void pursuant to its terms; in either such event Buyer shall resume its status as the sole Buyer, assignment notwithstanding.

(g) Buyer Related Party. The term "Buyer Related Party" shall mean any shareholder, officer, employee, agent, or authorized representative of Buyer or any other corporate, limited liability, or partnership entity that is owned in

whole or in part by Buyer or any shareholder, officer, employee, agent, or authorized representative of Buyer. No Buyer Related Party shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter, and Seller and its successors and assigns and, without limitation, all other persons and entities, shall look solely to Buyer's assets for the payment of any claim or for any performance, and Seller, on behalf of itself and its successors and assigns, hereby waives any and all such personal liability. Notwithstanding anything to the contrary contained in this Agreement, neither the negative capital account of any Buyer Related Party, nor any obligation of any Buyer Related Party to restore a negative capital account or to contribute capital to Buyer (or to any other Buyer Related Party), shall at any time be deemed to be the property or an asset of Buyer or any such other Buyer Related Party (and neither Seller nor any of its successors or assigns shall have any right to collect, enforce or proceed against or with respect to any such negative capital account or a member's or partner's obligation to restore or contribute).

(h) No Partnership. Nothing contained in the Agreement shall constitute or be deemed or construed to create, and does not create, a partnership, joint venture or any like relationship among the parties hereto (or any other parties or affiliates thereof).

(i) Rule Against Perpetuities. To avoid the rule against perpetuities, the final Settlement under this Agreement shall take place no later than 21 years from the Effective Date.

(j) Buyer's Intended Use. Buyer's Intended Use is to develop, market, construct and sell on the Land residential lots and homes (of the type, size and style that Buyer intends to construct) (each a "**Lot**" and collectively the "**Lots**") together with related infrastructure, roads, drives, common areas and amenities, all suitable in all respects to Buyer in Buyer's sole discretion as (the "**Intended Use**").

22. BROKERAGE. The parties acknowledge that the Buyer agrees to pay all commissions due and further represents and warrants that Seller has no obligation to pay any commissions as a result of this Agreement. The parties shall indemnify, defend, protect, and hold the other party harmless for, from, and against any and all claims, demands, costs, liability and damages (including, without limitation, attorneys' fees and court costs) which may be incurred or made against the indemnified party by reason of any breach or inaccuracy of the representation, warranty, and agreement contained in this Section. The provisions of this Section shall survive the Closing or earlier termination of this Agreement.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have signed, sealed and delivered these presents as their own free act and deed.

BUYER:

BRD LAND & INVESTMENT,
a South Carolina general partnership

DocuSigned by:
By: Tim Samuels
4670EC3901924E5...
Name: Tim Samuels
Its: Member

Date: September 12, 2022 | 8:50 AM PDT

SELLER:

Roger Coy Maye
ROGER COY MAYE, individually and as Trustee of Jacksie Sims Maye Irrevocable Trust

Date: 9-9-2022

Janet M. Mackey
JANET M. MACKEY

Date: 9-9-2022

Donna M. Cook
DONNA M. COOK

Date: 9-9-2022

THE ESTATE OF ERVIN MAYE

By: Roger Coy Maye
Roger C. Maye, Personal Representative
Date: 9-9-2022

By: Janet M. Mackey
Janet M. Mackey, Personal Representative
9-9-2022

Date: _____

Date: _____

ESCROW AGENT:

Escrow agent hereby: (i) acknowledges receipt of the Deposit, and (ii) agrees to be bound by the provisions and perform the obligations hereof applicable to Escrow Agent.

HARVEY & VALLINI, PLLC

By:_____
Name: _____
Its: _____

Date:_____

EXHIBIT "A"

Legal Description

EXHIBIT "B"

Special Warranty Deed

Excise Tax $_____	Recording Time, Book and Page

Tax Lot No.: _____ Parcel Identifier No. _____
Verified by _____ County on the _____ day of _____, 20__
by _____
Mail after recording to Grantee _____
This instrument was prepared by _____
Brief Description For The Index:

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made this _____ day of _____, 20__, by and between:

GRANTOR	GRANTEE
_____ _____ _____ _____	**BRD LAND AND INVESTMENT**, a South Carolina general partnership 259 Textile Way, Suite 102 Fort Mill, SC 29715 Attention: Pam Harding

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that Grantor, for a valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey, that certain real property described on Exhibit "A" attached hereto and incorporated herein by this reference, together with (a) all buildings, structures, and improvements located thereon; (b) all development rights and credits, air rights, water, water rights, and water stock relating thereto; (c) all right, title, and interest of Grantor in and to all strips and gores, streets, alleys, easements, rights-of-way,

public ways, or other rights appurtenant, adjacent, or connected thereto; (d) minerals, oil, gas, and other hydrocarbon substances therein, thereunder, or that may be produced therefrom; and (e) any other rights, privileges, appurtenances, hereditaments, easements, reversions, and remainders pertaining thereto or used in connection therewith (the "**Property**").

The Property was acquired by Grantor by instrument recorded in Book _____, at Page _____, Iredell County Public Registry.

The Property is conveyed subject to the easements, restrictions, reservations, covenants, conditions and other exceptions set forth on Exhibit "B" attached hereto and incorporated herein by this reference (collectively, "**Permitted Exceptions**").

TO HAVE AND TO HOLD, subject to the Exceptions, the Property and all privileges and appurtenances thereto belonging to Grantee in fee simple.

Subject to the Permitted Exceptions, Grantor covenants with Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor executed this deed as of the day and year first above written.

_____,
a _____

By:_____
Name: _____
Title: _____

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public of _____ County and State of North Carolina, do hereby certify that _____ ("**Signatory**"), personally came before me this day and acknowledged that he is _____ of _____, and that he, in such capacity being authorized to do so, executed the foregoing instrument for the purposes stated herein.

I certify that the Signatory personally appeared before me this day, and
(check one of the following)
_____ (I have personal knowledge of the identity of the Signatory); **or**
_____ (I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of:
(*check one of the following)*
___ a driver's license *or*
___ in the form of _____); **or**
_____ (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal this _____ day of _____, 202___.

_____
Notary Public
Print Name:_____
*[**Note:** Notary Public must sign exactly as on notary seal]*

My Commission Expires: _____
☜ [NOTARY SEAL] **(MUST BE FULLY LEGIBLE)**

EXHIBIT "C"

NON-FOREIGN AFFIDAVIT

STATE OF _____)
) ss.
County of _____)

The undersigned, as authorized agent of _____ ("Transferor"), after being duly sworn upon his oath deposes and says that:

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform _____, a(n) __ _____ ("Transferee"), that withholding of tax is not required upon the disposition of Transferor's interest in a U.S. real property interest, the undersigned hereby certifies the following:

1. Transferor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign person within the meaning of § 1445 and § 7701 of the Internal Revenue Code and the treasury regulations promulgated thereunder;

2. Transferor is not a disregarded entity as defined in Treas. Reg. § 1.1445-2(b)(2)(iii);

3. Transferor's U.S. taxpayer identification number is: _____;

4. Transferor's business address is: _____
_____
_____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury Transferor declares that it has examined this certification and to the best of its knowledge and belief this certification is true, correct, and complete. The undersigned agent declares that he has the authority to sign this document on behalf of Transferor.

TRANSFEROR:

_____

By_____

Its_____

STATE OF _____)
) ss.
County of _____)

The foregoing document was acknowledged before me this ____ day of _____, 20___, by _____, as _____ of _____ _____, a(n) _____, on behalf thereof.

_____
Notary Public

My Commission Expires:

_____

EXHIBIT "D"

GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT (this "**Assignment**") is executed as of the ___ day of _____, _____, by _____, a(n) _____ ("**Assignor**"), to and for the benefit of **BRD LAND & INVESTMENT,**, a South Carolina general partnership ("**Assignee**").

WHEREAS, contemporaneously herewith, Assignee is acquiring from Assignor certain real property described in Exhibit "A" attached hereto (the "**Land**"), together with all of Assignor's right, title, and interest in and to: (a) all buildings, structures, and improvements thereon (the "**Improvements**"); and (c) all of the rights, privileges, appurtenances, hereditaments, easements, reversions, and remainders pertaining to or used in connection with the Land and/or any of the Improvements, including, without limitation, all (i) development rights and credits, declarant rights, air rights, water, water rights, and water stock relating to the Land, (ii) strips and gores, streets, alleys, easements, rights-of-way, public ways, or other rights appurtenant, adjacent, or connected to the Land, and (iii) minerals, oil, gas, and other hydrocarbon substances in, under, or that may be produced from the Land (collectively, the "**Real Property**");

WHEREAS, in connection with the foregoing acquisition, Assignor desires to transfer and assign to Assignee all of Assignor's right, title, and interest in and to certain items and rights applicable or relating thereto, all as hereinafter provided.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby grants, sells, transfers, and assigns unto Assignee all of Assignor's right, title, and interest in and to that certain intangible property owned by Assignor or used by Assignor exclusively in connection with all or any portion of the Real Property, including, without limitation, all of Assignor's right, title, and interest, if any, in and to: (a) all plats, improvement plans, drawings and specifications, including any CAD files, and development rights and credits relating to the Property, (b) all books, records, reports, test results, environmental assessments, if any, as-built plans, specifications, and other similar documents and materials relating to the use, operation, maintenance, repair, construction, or fabrication of all or any portion of the Real Property; (c) all rights, if any, in and to any trade names associated with the Property; (d) all transferable business licenses, architectural, site, landscaping, utility or other permits, applications, approvals, authorizations, pre-paid impact fees, utility fees and other entitlements affecting any portion of the Real Property; and (e) all transferable guarantees, warranties, and utility contracts relating to all or any portion of the Real Property, and Assignor agrees not to release, waive, or alter the liability of any persons providing such guarantees or warranties from and after the date of this Assignment. Assignor hereby releases all rights it may have to any of the property described above, including without limitation, any right to receive any deposits and/or fees previously paid by Assignor.

This Assignment is binding upon the successors and assigns of Assignor and will inure to the benefit of the successors and assigns of Assignee.

Assignor hereby covenants that it will, at any time and from time to time upon written request therefor, execute and deliver to Assignee, and its successors and assigns, any new or confirmatory instruments and take such further acts as Assignee may reasonably request to evidence the assignment contained herein.

This Assignment shall be governed by and interpreted under the laws of the State of NORTH CAROLINA, without regards to its principles of conflict of laws.

ASSIGNOR:

_____

By_____

Its_____

DocuSign Envelope ID: C37B0445-4F00-4947-BC9C-957335C7929C

EXHIBIT "A" TO GENERAL ASSIGNMENT

Legal Description

EXHIBIT C

Proposed Order

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
Charlotte Division

IN RE: BRD LAND & INVESTMENT, et al. Debtors.[2]	Chapter 11 Case No. 26-30215 (Jointly Administered)

ORDER GRANTING DEBTOR'S MOTION FOR AN ORDER PURSUANT TO SECTION 365 OF THE BANKRUPTCY CODE AUTHORIZING DEBTOR TO (I) ASSUME LAND PURCHASE CONTRACTS AND (II) ASSIGN LAND PURCHASE CONTRACTS TO REHOBETH SALUDA PARTNERS, LLC

This matter coming before the Court on the Motion for an Order Pursuant to Section 365 of the Bankruptcy Code Authorizing Debtor to (i) Assume Land Purchase Contracts and (ii) Assign Land Purchase Contracts (the "Motion") filed by BRD Land & Investment, Debtor and Debtor-in-Possession in the above-captioned proceeding (the "Debtor"); the Court having reviewed the Motion and having heard the statements of counsel in support of the relief requested therein at a hearing before the Court and the evidence offered in support thereof (the "Hearing"); it appearing to the Court that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); the Court finding that (a) the notice given by the Debtor under the circumstances was sufficient; (b) the Court having determined that

[2] The Debtors in these jointly administered cases are the following entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): BRD Land & Investment, a South Carolina partnership (6940), BRDL Warden Station Holding Co LLC (0184), and BRDL Warden Station, LLC (4687). The Debtors' address is 6433 Bannington Road, Charlotte, NC 28226.

the legal and factual bases set forth in the Motion and presented at the Hearing establish just cause for the relief granted herein; (c) assumption of the Land Purchase Contracts (attached to the Motion under **Schedule 1** to **Exhibit B**) is a reasonable exercise of the Debtor's business judgment and is in the best interests of the Debtor's estate and creditors, and (d) the Assignment Agreement (attached to the Motion as **Exhibit B)** is in the best interest of the Debtor's estate and creditors,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED in its entirety, and the Debtor is authorized to assume and assign the Land Purchase Contracts to Rehobeth Saluda Partners, LLC; and

2. The Debtor is authorized, but not directed, to close the Assignment Agreement immediately upon the entry of this Order and this Order shall not be stayed as otherwise provided in Bankruptcy Rule of Procedure 6006(d).

This Order has been signed electronically. The judge's signature and court's seal appear at the top of the Order.

United States Bankruptcy Court