

**PARTIAL ASSIGNMENT AND ASSUMPTION
OF PURCHASER'S INTEREST
IN AGREEMENT FOR PURCHASE OF REAL PROPERTY**

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF PURCHASER'S INTEREST IN AGREEMENT FOR PURCHASE OF REAL PROPERTY (this "Assignment") is made and entered into as of February 12, 2026, by and between OLYMPIA DEVELOPMENT, LLC, an Alabama limited liability company ("Assignor"), and PICKENS VILLAGE, LP, a South Carolina limited partnership ("Assignee").

WHEREAS, Assignor entered into that certain Agreement for Purchase of Real Property (the "Contract") with Sandell, Inc., a South Carolina corporation ("Seller"), dated effective February 12, 2026, regarding an option for the purchase and sale of that certain tract of real property located in Seneca, SC, as further described in the Contract (the "Property");

WHEREAS, Assignor now desires to assign to Assignee its rights under the Contract to acquire that portion of the Property depicted and/or described on Exhibit "A" attached hereto and incorporated herein by reference (the "Assigned Land"); and Assignee desires to accept the same;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

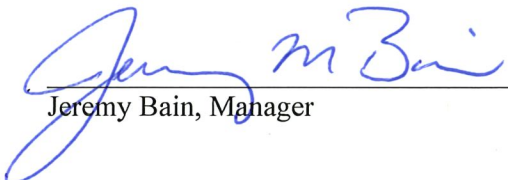
- 1 Incorporation of Recitals. The Recitals as set forth above are agreed to be true and correct and incorporated herein by this reference.
- 2 Defined Terms. All capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Contract.
- 3 Assignment. Assignor hereby assigns to Assignee all of its rights, privileges, interests, duties and obligations in, to and under the Contract to purchase the Assigned Land, the exact boundaries and acreage of which shall be determined by Assignor's procurement of a survey prior to Closing. This assignment includes Assignor's rights and interest in a pro rata portion of the Earnest Money deposited by Assignor. Assignor shall retain all rights, interests and obligations under the Contract which are not expressly assigned hereby. Assignor and Assignee shall hereafter split, pro rata, any additional deposits due or required under the Contract; and, at Closing, Assignee shall be responsible for payment of a pro rata portion of the Purchase Price based on acreage of the Assigned Land relative to acreage of the entire Property, as determined at the time of Closing.
- 4 Assumption. Assignee hereby assumes the rights, privileges, duties, obligations and liabilities of Assignor in, to and under, to be bound by, the Contract to purchase the Assigned Land and agrees to perform each and every one of the terms, covenants and conditions of "Assignor" under the Option and hereunder, but only as the same pertain to the purchase of the Assigned Land.
- 5 Full Force and Effect. Except as expressly modified hereby, the Contract shall remain in full force and effect. Any reference to the Contract hereafter shall refer to the Contract as effected by this Assignment.
- 6 Miscellaneous. This Assignment may be executed in multiple counterparts, and together such counterparts shall constitute one complete instrument. Capitalized terms used herein but not expressly defined shall have the meaning ascribed thereto in the Contract.

IN WITNESS WHEREOF, the undersigned have executed this Assignment to be effective as of the date indicated above.

ASSIGNOR:

OLYMPIA DEVELOPMENT, LLC,
an Alabama limited liability company

By:


Jeremy Bain, Manager

ASSIGNEE:

PICKENS VILLAGE, LP
a South Carolina limited partnership

By: Pickens Village GP, LLC
a South Carolina limited liability company
its General Partner

By:

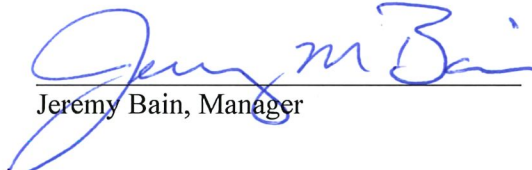

Jeremy Bain, Manager

EXHIBIT A

Description of Assigned Land



Developed by  **SCHNEIDER**
GEOSPATIAL