

**ASSIGNMENT AND ASSUMPTION
OF PURCHASER'S INTEREST
IN PURCHASE AND SALE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF PURCHASER'S INTEREST IN PURCHASE AND SALE AGREEMENT (this "Assignment") is made and entered into as of February 12, 2026, by and between **GATEWAY DEVELOPMENT CORPORATION**, an Alabama corporation ("Assignor"), and **GATEWAY AT CLINTON MILL, LP**, a South Carolina limited partnership ("Assignee").

WHEREAS, Assignor entered into that certain Purchase and Sale Agreement (the "Contract") with **H&D LIMITED, LLC**, as seller ("Seller"), dated February 12, 2026, regarding the purchase and sale of that certain tract of real property located in Clinton, South Carolina, as described in the Contract (the "Property"), and now desires to assign its interests and rights in the Contract to Assignee and Assignee desires to accept the same.

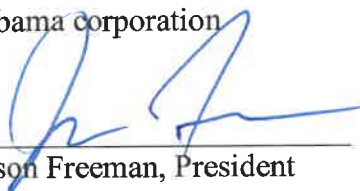
NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree 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, including, without limitation the Earnest Money.
- 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 Property and agrees to perform each and every one of the terms, covenants and conditions of Assignor, under the Contract.
- 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 amended by this Assignment.
- 6 Counterparts. This Assignment may be executed in multiple counterparts, and together such counterparts shall constitute one complete instrument.

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

ASSIGNOR:

GATEWAY DEVELOPMENT CORPORATION
an Alabama corporation

By: 
Jason Freeman, President

ASSIGNEE:

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

By: 
Allan Rappuhn, Manager