

## ASSIGNMENT OF PURCHASE AND SALE AGREEMENT

THIS ASSIGNMENT OF PURCHASE AND SALE AGREEMENT ("Assignment") is entered into by GREATER AIKEN CHAMBER OF COMMERCE ("Assignor") and CITY OF AIKEN MUNICIPAL DEVELOPMENT COMMISSION, a body politic and corporate and political subdivision of the State of South Carolina ("Assignee") as of November 10, 2021 with reference to the following recitals of facts.

WHEREAS, Myrtle H. Anderson ("Anderson") and WTC Investments, LLC are parties to that certain Purchase and Sale Agreement dated April 15, 2021 (the "Agreement"), with respect to the sale of TMS 121-21-08-004 located in Aiken County, South Carolina; and

WHEREAS, WTC Investments, LLC assigned its interest to Assignor by virtue of that certain Assignment of Purchase and Sale Agreement dated June 3, 2021 ("First Assignment"); and

WHEREAS, Anderson consented to that certain First Assignment and agreed that Assignor may reassign the Agreement in the future to a third party without her consent; and

WHEREAS, Assignor desires to assign and Assignee desires to assume the Purchaser's interest in the Agreement; and

NOW, THEREFORE, and for sufficient and valuable consideration, the parties agree as follows:

- 1.** Capitalized Terms. Capitalized terms used in this Assignment that are not specifically defined herein have the meanings given such terms in the Agreement respectively.
- 2.** Assignment. Assignor does hereby assign to Assignee and Assignee does hereby assume from Assignor all right, title and interest of Assignor in and to that certain Agreement. From and after the date hereof, Assignee shall be deemed the Purchaser and Assignor shall be released from all liability, including all obligations to perform and/or pay, under the Agreement.
- 3.** Confirmation of Agreement. Except as otherwise set forth in this Assignment, the Agreement remains in full force and effect in accordance with its original terms and is binding on Anderson and Assignee, their respective heirs, executors, administrators, successors and assigns.
- 4.** Counterparts. The parties may execute this Assignment in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile (e.g., Telecopier, scanned PDF by email, etc.) is as effective as executing and delivering this Assignment in the presence of the other parties to this Assignment. This Assignment is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Assignment, a party must produce or account only for the executed counterpart of the party to be charged. Any party delivering an executed counterpart of this Assignment by facsimile also shall deliver a manually executed counterpart of this Assignment, but the failure to do so does not affect the validity, enforceability, or binding effect of this Assignment.
- 5.** Merger/Prior Agreements. THIS ASSIGNMENT CONSTITUTES THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE AGREEMENT AS AMENDED BY THIS ASSIGNMENT. IT IS THE COMPLETE AND EXCLUSIVE EXPRESSION OF THE PARTIES' AGREEMENT ON THE MATTERS CONTAINED IN THIS ASSIGNMENT. ALL PRIOR AND CONTEMPORANEOUS NEGOTIATIONS AND AGREEMENTS BETWEEN THE PARTIES ON THE MATTERS CONTAINED IN THIS ASSIGNMENT ARE EXPRESSLY MERGED INTO AND SUPERSEDED BY THIS ASSIGNMENT. THE PROVISIONS OF THIS ASSIGNMENT MAY NOT BE EXPLAINED, SUPPLEMENTED, OR QUALIFIED THROUGH EVIDENCE OF TRADE USAGE OR A PRIOR COURSE OF DEALINGS. IN ENTERING INTO THIS ASSIGNMENT, THE PARTIES HAVE NOT RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY, OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS ASSIGNMENT AND IN THE AGREEMENT. THERE IS NO CONDITION PRECEDENT TO THE EFFECTIVENESS OF THIS ASSIGNMENT OTHER THAN THOSE EXPRESSLY STATED IN THIS ASSIGNMENT.

The parties hereby execute this Assignment to be effective as of the date set forth above.

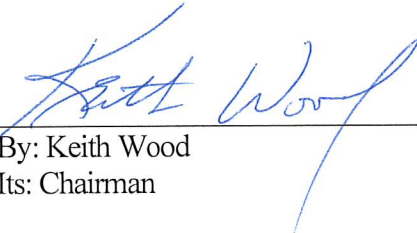
Assignor:


GREATER AIKEN CHAMBER OF COMMERCE

\_\_\_\_\_  
By: J. David Jameson  
Its: President/CEO

Assignee:

CITY OF AIKEN MUNICIPAL DEVELOPMENT COMMISSION, a body politic and corporate and political subdivision of the State of South Carolina

  
\_\_\_\_\_  
By: Keith Wood  
Its: Chairman

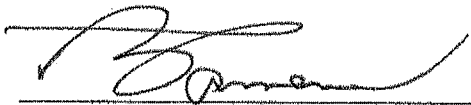
Attest:  
  
\_\_\_\_\_  
Tim Obriant, Secretary

5. Merger/Prior Agreements. THIS ASSIGNMENT CONSTITUTES THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE AGREEMENT AS AMENDED BY THIS ASSIGNMENT. IT IS THE COMPLETE AND EXCLUSIVE EXPRESSION OF THE PARTIES' AGREEMENT ON THE MATTERS CONTAINED IN THIS ASSIGNMENT. ALL PRIOR AND CONTEMPORANEOUS NEGOTIATIONS AND AGREEMENTS BETWEEN THE PARTIES ON THE MATTERS CONTAINED IN THIS ASSIGNMENT ARE EXPRESSLY MERGED INTO AND SUPERSEDED BY THIS ASSIGNMENT. THE PROVISIONS OF THIS ASSIGNMENT MAY NOT BE EXPLAINED, SUPPLEMENTED, OR QUALIFIED THROUGH EVIDENCE OF TRADE USAGE OR A PRIOR COURSE OF DEALINGS. IN ENTERING INTO THIS ASSIGNMENT, THE PARTIES HAVE NOT RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY, OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS ASSIGNMENT AND IN THE AGREEMENT. THERE IS NO CONDITION PRECEDENT TO THE EFFECTIVENESS OF THIS ASSIGNMENT OTHER THAN THOSE EXPRESSLY STATED IN THIS ASSIGNMENT.

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Assignor:

GREATER AIKEN CHAMBER OF COMMERCE



8:57AM

11/10/21

By: J. David Jameson  
Its: President/CEO

Assignee:

CITY OF AIKEN MUNICIPAL DEVELOPMENT COMMISSION

By: Keith Wood  
Its: Chairman

Attest:

Tim Obriant, Secretary