

**PARTIAL ASSIGNMENT AND ASSUMPTION
OF FEE IN LIEU OF TAX AGREEMENT**

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF FEE IN LIEU OF TAX AGREEMENT (this “**Assignment Agreement**”) is made and entered into this ____ day of _____, 2022 (with an effective date as of the Closing Date, as defined herein), by and among **SOUTHCHASE WILSON BRIDGE, LLC**, a Georgia limited liability company (“**Assignor**”), **AE WW LLC**, an Oklahoma limited liability company and **AE MAGNOLIA LP**, a California limited partnership (collectively “**Assignee**”), and **GREENVILLE COUNTY, SOUTH CAROLINA**, a body politic and corporate and political subdivision of the State of South Carolina (the “**County**”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the FILOT Agreement (as that term is defined below).

WITNESSETH:

WHEREAS, Assignor and the County entered into that certain Fee-in-Lieu of Tax Agreement dated as of January 1, 2018 (authorized on behalf of the County by Ordinance No. 4957), as amended on March 1, 2022 (authorized on behalf of the County by Ordinance No. 5392) (collectively the “**FILOT Agreement**”), wherein, in relevant part, the County agreed to provide certain incentives to Assignor with respect to certain real property, more particularly described in Exhibit A to the FILOT Agreement (the “**Land**”); and

WHEREAS, as of the effective date of the FILOT Agreement, Assignor owned the entire Land located in the County; and

WHEREAS, after the effective date of the FILOT Agreement, Assignor conveyed a portion of the Land known as Tract A to NHT Southchase, LLC (“**NHT**”) and assigned its interest in the FILOT Agreement solely with respect to Tract A to NHT; and

WHEREAS, on July ____, 2022 (the “**Closing Date**”) Assignor conveyed to Assignee a portion of the Project with such portion of the Land being more particularly described in Exhibit A to this Assignment Agreement, attached hereto and incorporated herein by reference (the “**Sold Property**”); and

WHEREAS, Assignor desires to assign to Assignee all of its, rights, title and interest in and to the FILOT Agreement solely with respect to the Sold Property, and Assignee desires to assume all, rights, title and interest of Assignor thereunder, solely with respect to the Sold Property; and

WHEREAS, the County has or will ratify this Assignment Agreement via resolution of its County Council.

NOW, THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Partial Assignment and Assumption of FILOT Agreement. Assignor does hereby sell, assign, transfer, convey and set over to Assignee all of Assignor's right, title, and interest under the FILOT Agreement, solely with respect to the Sold Property, and Assignee hereby accepts such assignment and assumes all of Assignor's duties and obligations under the FILOT Agreement solely with respect to the Sold Property, as of the Closing Date.

2. Consent to Partial Assignment and Assumption of FILOT Agreement. This Assignment Agreement is made subject to and is conditioned upon obtaining the consent or ratification from the County as required by Section 12-44-120 of the South Carolina Code, as amended, and following receipt of such consent or ratification, shall be deemed effective as of the Closing Date. The County will demonstrate its consent by the passing of a resolution approving this Assignment Agreement.

3. Indemnification. Assignor agrees to indemnify, defend and hold Assignee, its successors and assigns, harmless from and against any and all claims, actions, charges, fees and expenses (including, without limitation, reasonable attorneys' fees and court costs) and liabilities that result directly from the failure of Assignor to perform its obligations under, or to observe the covenants and conditions in, the FILOT Agreement and the associated South Carolina statutes.

4. Release. Effective and contingent upon the County's ratification of the Assignment Agreement, the County releases Assignee from any breach by Assignor of Assignor's duties, obligations and liabilities under the FILOT Agreement with respect to the Sold Property, accruing on or before 12:00 a.m. on the Closing Date. Nothing contained in this Section 4 shall release Assignee from any other duties, obligations, or liabilities under the FILOT Agreement.

5. Assignor's Representations, Warranties and Covenants. Assignor represents and warrants as follows:

(a) Assignor hereby represents and warrants to Assignee that, to Assignor's knowledge, neither the Assignor nor the Sold Property is in default under the FILOT Agreement and, to Assignor's knowledge, no event has occurred or failed to occur which, with the passage of time or giving of notice, or both, would constitute a breach or default under the FILOT Agreement by Assignor or the Sold Property, that the FILOT Agreement is in full force and effect, that the FILOT Agreement has not been further amended or modified and that all requirements of Assignor under the FILOT Agreement have been satisfied, all as of the Closing Date.

(b) Assignor is a party to the FILOT Agreement as of the Closing Date and has taken all actions necessary to become and remain a party to the FILOT Agreement;

(c) as of the Closing Date, all required payments (including but not limited to tax payments, fee in lieu of tax payments and any required fees owed to any governmental entity or any other third party) for the Sold Property had been timely paid;

(d) as of the Closing Date there were no outstanding taxes or fees owed for the Sold Property; and

(e) Assignor will provide all information in its possession necessary to Assignee to allow Assignee to prepare and file the initial SC Form PT-300 (Property Return) with respect to the Sold Property.

6. County's Representation. The County hereby and represents as follows:

(a) that neither the Assignor nor the Sold Property is, as of the Closing Date, in default under the FILOT Agreement and no event has occurred or failed to occur which, with the passage of time or giving of notice, or both, would constitute a breach or default under the FILOT Agreement. However, the County does not waive any rights or remedies related to any defaults of which the County does not have actual knowledge;

(b) that the term of the FILOT Agreement with respect to the Sold Property expires thirty (30) years following the year in which Sold Property is placed in service at the Project, and that no amounts are due and payable by Assignor, or any other party to the FILOT Agreement, to the County under the FILOT Agreement with respect to the Sold Property as of the Closing Date.

7. Notices. From and after the Closing Date, all notices delivered pursuant to the FILOT Agreement shall be delivered to Assignee at the following addresses:

c/o Altus Equity Group, Inc.
PO Box 1063
Morgan UT 84050
Attn: Forrest Jinks
Email: fjinks@altusequity.com

with a copy to Assignee's Counsel(which shall not constitute notice) to:

Beyers Costin Simon, PC
Attn: Thomas Davenport. Esq.
200 4th Street, Suite 400
Santa Rosa CA 95401
Email: TDavenport@beyerscostin.com

and

Graybill, Lansche & Vinzani, LLC
Attn: Graeme F. Philp, Esq.
225 Seven Farms Drive, Suite 207
Charleston, South Carolina 29492
Telephone: (843) 377-5339
Email: GPhilp@glvlawfirm.com

8. Partial Assignment. The parties hereto acknowledge and agree that the FILOT Agreement shall remain in full force and effect with respect to all portions of the Project (as defined in the FILOT Agreement) and all existing parties thereto from and after the Closing Date. The County agrees that the remedies upon an Event of Default (as defined in the FILOT Agreement) may be exercised solely with respect to the defaulting entity.

9. Amendment. This Assignment Agreement may be amended, modified or supplemented, and any provision hereof may be waived, only by written agreement of the parties hereto.

10. Governing Law. This Assignment Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of South Carolina.

11. Successors and Assigns. This Assignment Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment Agreement is not intended and shall not be deemed to confer upon or give any person except the parties hereto and their respective successors and permitted assigns any remedy, claim, liability, reimbursement, cause of action or other right under or by reason of this Assignment Agreement.

12. Counterparts. This Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become binding when one or more of the counterparts have been signed by each of the parties and delivered to the other party.

13. County Expenses. Assignor agrees to pay the reasonable and documented legal expenses of the County in connection with the negotiation, documentation and approval of the FILOT Assignment and this Amendment, in an amount not to exceed \$5,000.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment Agreement to be executed as of the date first written above.

ASSIGNOR:

Southchase Wilson Bridge, LLC,
a Georgia limited liability company

By: _____
Name: _____
Title: _____

[SIGNATURES CONTINUED ON THE NEXT PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

ASSIGNEES:

AE MAGNOLIA, LP,
a California limited partnership

By: Altus Equity Group Inc.,
a Delaware corporation

Its: General Partner

By: _____
Forrest Jinks, CEO

AE WW LLC,
an Oklahoma limited liability company

By: Altus Equity Group Inc.,
a Delaware corporation

Its: Manager

By: _____
Forrest Jinks, CEO

IN WITNESS WHEREOF, the County has approved, ratified and consented to the Assignment Agreement by the signature of its authorized representative below.

GREENVILLE COUNTY, SOUTH CAROLINA

By: _____
Chair of County Council

By: _____
Name: Joseph Kernell
Title: County Administrator

ATTEST:

Clerk to County Council

Exhibit A to Partial Assignment and Assumption of FILOT Agreement

Sold Property Description

ALL that certain lot, piece, or parcel of land situate, lying, and being in the City of Fountain Inn, Greenville County, State of South Carolina, as shown and designated as "TRACT B 222,662 SQ. FT. 5.112 ACRES", on a plat thereof entitled "SURVEY FOR SOUTHCHASE WILSON BRIDGE, LLC," prepared by James E. Creighton, S.C.R.L.S. No. 11904, of Benchmark Surveying, No. C01050, dated March 1, 2021, and recorded March 3, 2021, in Plat Book PL 1391, Page 0048, in the Register of Deeds Office for Greenville County, South Carolina; said lot having such size, shape, location, buttings, and boundings as shown on the aforesaid plat.

BEING a portion of the same property conveyed to Southchase Wilson Bridge, LLC, a Georgia limited liability company, by deed of Don Lamar Willis, Trustee or his successors in trust under the MBW Martial Trust, dated July 15, 2010, said Deed being dated October 2, 2017, and recorded October 3, 2017, in Book DE 2522, Pages 4925-4930, in the Greenville County, South Carolina Register of Deeds Office.

FOR INFORMATIONAL PURPOSES ONLY:

TMS No.: 0335.00-01-006.01

Property Address: 260 Wilson Bridge Road, Fountain Inn, SC