AGREEMENT FOR ASSIGNMENT OF OPTION AGREEMENTS

THIS DOCUMENT, AN ASSIGNMENT OF OPTION AGREEMENTS (this "Agreement"), is made and entered into as of May 20, 2026 (the "Effective Date"), by and between **Greenwood County, South Carolina, a political subdivision of the State of South Carolina** (the "County"), and **Patriot Land Holdings SC, LLC,** a business currently known as "Project Patriot" (the "Company") (collectively, the County and the Company are the "Parties").

RECITALS

WHEREAS, the County is party to certain Marketing Right and Option Agreements (collectively, the "Option Agreements"), pursuant to which the County holds the right and option to purchase certain real property located in Greenwood County, South Carolina, consisting of approximately 287.5 acres in the aggregate (the "Properties"), as more particularly described in Exhibit A attached hereto and incorporated herein;

WHEREAS, the Option Agreements each have a term expiring on November 2, 2030 (the "Expiration Date");

WHEREAS, the County has assembled and is marketing the Properties, commonly known as Hodges Corporate Park, as part of its economic development efforts;

WHEREAS, in connection with such efforts, the County has been in discussions with a prospective business project currently identified as "Project Patriot", which has expressed interest in acquiring the Properties for industrial or commercial operations;

WHEREAS, the County desires to assign its rights under the Option Agreements to the Company for a limited period to facilitate the potential acquisition of the Properties by the Company;

WHEREAS, the Company desires to accept such assignment, subject to the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants contained herein, Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree:

1. Assignment of Option Agreements. Subject to the terms and conditions of this Agreement, the County hereby assigns to the Company all the County's rights and obligations in and to the Option Agreements, including without limitation the exclusive right to exercise the option to purchase the Properties.

2. Assumption of Obligations. The Company hereby accepts the foregoing assignment and assumes all obligations of the County under the Option Agreements arising from and after the Effective Date of this Agreement.

The Company shall not assume any liabilities or obligations of the County arising prior to the Effective Date of this Agreement.

3. Incorporation of the Option Agreements. The underlying Option Agreements, including all exhibits and attachments thereto, are hereby incorporated into this Agreement as Exhibit A.

4. Exercise of Option. The Company shall have the right, during the Assignment Term (as defined below), to exercise the option to purchase the Properties in accordance with the terms of the Option Agreements, except the County may market the Properties to economic development projects that are manufacturing in nature, and the County may transfer the Option Agreements, and/or sell the Properties to any "Qualified Economic Development Project," which anticipates at least two hundred fifty million U.S. Dollars ($250,000,000.00) in investment and at least two hundred fifty (250) new jobs.

Notwithstanding anything to the contrary herein, the Company shall have no right to purchase fewer than all of the Properties. Any exercise of purchase rights shall apply to, and be conditioned upon, the simultaneous exercise of such rights for all Properties, and closing shall occur for all Properties concurrently no later than sixty (60) days from the date of the notice of exercise, as outlined in Section 1(B) of the Option Agreements, which in no event shall be later than May 30, 2027. If circumstances outside the Company's control prevent closing on one or more individual Properties on the same date as the remaining Properties, the Company shall identify any such circumstance and specify the affected individual property or properties in a written notice to the County delivered within ten (10) business days prior to the scheduled closing on the remaining Properties. The Company shall document its continued commercially reasonable efforts to resolve any such circumstance and acquire all Properties comprising the Hodges Corporate Park as listed in Exhibit A. The failure or inability to purchase any individual property subject to the Option Agreements due to circumstances within the Company's control shall render any attempted exercise of the option null and void, and the County shall have no obligation to facilitate or effectuate the acquisition of any of the other Properties.

After the Effective Date, the Company shall be solely responsible for delivering notice of exercise to the Owners, for delivering any other type of legally or contractually required notice, conducting due diligence, and completing the purchase of the Properties.

5. Purchase Price and Transaction Structure. The Parties acknowledge that the purchase price and all economic and transactional terms relating to the acquisition of the Properties are governed by the Option Agreements and by relevant South Carolina law.

The County shall have no obligation to fund, participate in, or guarantee the acquisition of the Properties unless expressly agreed in a separate written agreement.

6. Term of Assignment.

6.1 The assignment of the Option Agreements to the Company pursuant to this Agreement shall be for the "Assignment Term," a period commencing on the Effective Date and continuing until the earlier of:

(a) the date on which the Company exercises the option to purchase the Properties pursuant to the Option Agreements; or

(b) nine months after the Effective Date, which is currently anticipated to be February 28, 2027; or

(c) the date on which the Company gives the County notice that it no longer considers the Properties a viable site for Project Patriot.

(d) the date on which Greenwood County Council, by formal vote at a duly noticed public meeting, approves a Qualified Economic Development Project for the Properties, as defined in Section 4 of this Agreement.

6.2 The Company shall make every effort to notify the County in writing at its earliest possible opportunity, but in no case later than thirty (30) days after the Company's decision that the Properties are no longer a potential site for Project Patriot, so that the Assignment Term may be deemed to have ended per Section 6.1(c) of this Agreement.

6.3 The County shall notify the Company in writing no later than thirty (30) days following the date on which Greenwood County Council formally votes to approve a Qualified Economic Development Project for the Properties, so that the Assignment Term may be deemed to have ended per Section 6.1(d) of this Agreement

6.4 The Assignment Term may be extended once for a maximum of thirty (30) days upon written request from the Company and written consent from the County, whose consent shall not be unreasonably withheld, if at the end of the nine (9) month assignment, the Company, through no fault or delay of its own, has not received utility verification necessary to support its Project Patriot.

7. Automatic Reversion of Option Rights, Reversion of Property.

7.1 If the Company has not exercised the option to purchase the Properties in accordance with the Option Agreements on or before the expiration of the Assignment Term:

(a) this Agreement and the assignment granted herein shall automatically terminate, without the necessity of any notice or further action by either party; and

(b) all rights in and to the Option Agreements shall automatically revert to and revest in the County, and the Company shall have no further rights thereunder.

The Company agrees, upon request of the County, to execute and deliver any documents reasonably necessary to evidence such reversion. In any event, such reversion shall be effective regardless of whether such documents are executed.

7.2 The Company may only exercise its rights under this Agreement for the economic development or industrial purposes as presented to the County as Project Patriot to induce the County to grant this Option Assignment. Project Patriot is defined, for the purposes of this Agreement, in Exhibit B.

If the Company purchases the Properties under the terms of this Agreement, the Company must begin construction of its Project Patriot project within two (2) years of the date of closing on the Properties, or within two (2) years of May 30, 2027, whichever is earlier; if the Company does not begin construction within two (2) years of the earlier of the date of closing on the Properties or May 30, 2027, the County has the right, but not the obligation, to demand that the Properties be sold to the County or its designee at the same purchase price as the Company acquired the Properties as set forth in the Option Agreements. This provision shall survive termination of this Agreement.

8. Due Diligence Materials. Any due diligence materials, as outlined in Section 2 of the underlying Option Agreements, which are prepared or obtained by the Company shall remain the property

of the Company. After the Effective Date, the County shall have no obligation to provide additional due diligence materials beyond those already in its possession unless otherwise agreed in writing.

9. No Brokerage Liability. The County shall not be responsible for any commissions, fees, or compensation claimed by any broker or agent engaged by the Company or any third party in relation to the Properties.

The Company agrees to indemnify, defend, and hold harmless the County from and against any such claims.

10. Cooperation. The Parties agree to execute such additional documents and take such further actions as may be reasonably necessary to carry out the intent and purposes of this Agreement.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. Venue is proper in the courts of Greenwood County, South Carolina.

12. Miscellaneous.

(a) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and all other representations, negotiations, and agreements, written and oral, with respect to the Properties or any portion of the Properties are suspended by this Agreement and are of no force and effect.

(b) This Agreement may be amended only by a written instrument executed by both Parties.

(c) This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, personal representatives and administrators, legal representatives, and successors-in-title.

(d) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(e) In the event that any paragraph or portion of this Agreement is determined to be unconstitutional, unenforceable or invalid by a court of competent jurisdiction, such paragraph or portion of this Agreement shall be stricken from and construed for all purposes not to constitute a part of this Agreement, and the remaining portion of this Agreement shall remain in full force and effect and shall, for all purposes, constitute this entire Agreement.

(f) A short form/memorandum of this Agreement may be recorded by either party in the Greenwood County Register of Deeds office. Each party agrees to promptly execute for recording purposes any such memorandum upon request by the other party.

(g) The Parties to this Agreement and their representatives have the requisite authority to execute this Agreement.

(h) Each party shall have the right to enforce this Agreement in law or equity, including the right of specific performance.

(i) Confidentiality; Exemption from Public Disclosure. The Parties acknowledge and agree that this Agreement, together with all exhibits, attachments, appraisals, feasibility and planning studies, and related proposals, pertains to the potential location of an economic development project and constitutes information exempt from disclosure under the South Carolina Freedom of Information Act pursuant to S.C. Code Ann. § 30-4-40(a)(5)(b). Accordingly, this Agreement and the materials incorporated shall be maintained as confidential to the fullest extent permitted by law, until such time as the transaction contemplated herein has consummated, or as otherwise required by law or court order.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement to be legally binding as of the Effective Date first written above.

COUNTY:

Greenwood County, South Carolina

By: ______________________

Name: TOBY CHAPPELL

Title: COUNTY MANAGER

Date: 5/20/2026

COMPANY:

Patriot Land Holdings SC, LLC

[redacted]

Title: Managing Mbr

Date: 5-20-2026

EXHIBIT A

MARKETING RIGHT AND OPTION AGREEMENT BETWEEN GREENWOOD COUNTY, SOUTH CAROLINA AND:

Landowner	Acreage (Approx.)	Greenwood County Tax Map No(s).
Jackson / Martin	~1.00 ac	6829-859-796
McCord	~73.40 ac	6829-849-812
Gilbert	~0.53 ac	6829-872-794
Martin (David Jr.)	~0.47 ac	6829-844-792
Snead	~212.10 ac	6839-003-983; 6829-870-959; 6829-814-999; 6920-725-034; 6829-971-959; 6829-935-957; 6829-963-821

Total: ~287.5 acres across five (5) agreements and eleven (11) tax map numbers.

Note: Approximately one (1) acre of the Snead tract (parcel 6839-003-983) is subject to an existing cell tower lease through 2083, which shall survive this assignment.

EXHIBIT B

Project Patriot, for the purposes of this Agreement and the exercise of the underlying Option Agreements as contemplated herein, must include:

[redacted]

[redacted]

[redacted]