

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") dated to be effective as of _____, 2025, by and between Global Lending Services LLC, a Delaware limited liability company ("Assignee"), and R.A. Greenville Brookfield Road, LLC, a Delaware limited liability company ("Assignor").

RECITALS

In connection with Assignee's acquisition of certain property designated as Unit 1, Brookfield 1200 Horizontal Property Regime, located in Greenville County, South Carolina, as more particularly described in Exhibit A attached hereto and incorporated herein by reference ("Unit 1"), Assignor desires to transfer to Assignee, and Assignee desires to assume a portion of Assignor's rights and interest as relates to Unit 1 only in, to and under an unexpired contract between Assignor and Greenville County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through the Greenville County Council (the "County Council") as the governing body of the County, which is titled "Fee In Lieu Of Tax And Special Source Credit Agreement" (the "Fee Agreement") made and entered into as of December 6, 2022, with an effective date as of December 1, 1998, revised as of December 1, 2000 (the "FILOT Agreement"). Further, the County has given its consent to such Assignment as evidenced by the Greenville County Council Resolution attached hereto as Exhibit B and made a part hereof.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. ASSIGNMENT OF ASSIGNED CONTRACT.

Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns, as of the date of this Agreement all of its right, title and interest in the FILOT Agreement with respect to Unit 1 only (such portion being referred to hereinafter as the "Assigned Interest"). Assignee hereby accepts and receives, as of the date hereof, all such right, title and interest in the Assigned Interest. Notwithstanding any provision of this Agreement to the contrary, the assignment herein shall expressly exclude the obligations, liabilities, rights, remedies and benefits under or with respect to the FILOT Agreement to the extent the same arose, accrued or were payable during, or were attributable to, the period prior to the date of this Agreement; *provided, however*, with respect to any indemnification or other provision of the FILOT Agreement that are and remain exercisable or otherwise for the benefit of Assignor or Assignee after giving effect to the transfer of the Assigned Interest, Assignor or Assignee shall be entitled to the non-exclusive rights and benefits of the same to the extent such indemnification or other provisions relate to such party.

SECTION 2. ASSUMPTION OF LIABILITIES.

Assignor hereby assigns, and Assignee hereby accepts and assumes, all of the terms of, and undertakes and assumes and agrees to perform all of the obligations of Assignor arising or accruing in, to or under the FILOT Agreement solely as relates to the Assigned Interest with respect to the period on and

after the date of this Agreement. Assignor does hereby agree to indemnify, defend and hold harmless Assignee from and against any and all liabilities and claims arising from the FILOT Agreement solely as relates to the Assigned Interest and relating to the period of time prior to the date of this Agreement. Assignee does hereby agree to indemnify, defend and hold harmless Assignor from and against any and all liabilities and claims arising from the FILOT Agreement and relating to the period of time on and after the date of this Assignment.

SECTION 3. ADMINISTRATION EXPENSES.

Assignor and Assignee agree that the Administration Expenses (as defined in the FILOT Agreement) incurred by the County in connection with the County's process for approving this Agreement and consenting to Assignor's assignment of a portion of the FILOT Agreement to Assignee shall be paid at the closing in connection with Assignee's acquisition of Unit 1 from Assignor; provided, further, that the Administration Expenses incurred by the County in connection herewith are \$1,000.00

SECTION 4. COUNTY APPROVAL.

Notwithstanding anything to the contrary contained herein, the effectiveness of the assignment of rights by Assignor and the assumption of liabilities by Assignee under this Agreement are subject to and conditioned upon the approval of the County, as contemplated under Section 5.09 of the FILOT Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment and Assumption Agreement as of the date first above written.

ASSIGNEE:

GLOBAL LENDING SERVICES LLC

By: _____

Name:

Title:

ASSIGNOR:

R.A. GREENVILLE BROOKFIELD ROAD,
LLC

By: Access Brookfield, LLC, its Sole Member
and Manager

By: _____

Name:

Title:

EXHIBIT A

DESCRIPTION OF UNIT 1

All that certain piece, parcel, apartment or unit of land situate, lying and being in the County of Greenville, State of South Carolina, being Unit 1 Brookfield 1200 Horizontal Property Regime, a Horizontal Property Regime, established pursuant to the South Carolina Horizontal Property Act, Section 27-31-10 et. seq., South Carolina Code of Laws, as described in Master Deed and the plats and plans attached thereto, dated _____, 2024, recorded in the Office of the Register of Deeds for Greenville County in Deed Book _____ at Pages _____ through _____, inclusive, on _____ 2024. Together with the appurtenant, undivided percentage interest in the Common Elements, all as defined and set forth in the Master Deed (the Unit and undivided interest in the Common Elements being herein collectively referred to as the "Unit"). Together with all rights and entitlements, and subject to all easements, conditions, and restrictions, as set forth in the Master Deed.

Derivation: This being a portion of the same property transferred to R.A. Greenville Brookfield Road, LLC by deed of Greenville County, South Carolina dated December 19, 2022 and recorded January 26, 2023 in Book DE 2679 at Page 1204 of the Greenville County Register of Deeds.

P/O – 0547030105014

EXHIBIT B

GREENVILLE COUNTY COUNCIL RESOLUTION

See attached