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April 4, 2021

WTC Investments, LLC
Attn: Mr. Chip Goforth
P.O. Box 249
Graniteville, SC 29829

BILL FOR SERVICES RENDERED

<u>Services Rendered</u>	<u>Cost</u>
Prepare Contracts and negotiate Contracts for purchase of hotel, purchase of Mrs. Anderson's property and purchase of Antique Mall	\$6,800.00
Total Amount Due:	\$6,800.00

Please call the office if you would like to pay by Visa or Mastercard

From: [Mary Guynn](#)
To: ["Tim Obriant"](#)
Subject: *CAUTION* FW: Anderson Contract Assignment *FROM OUTSIDE CITY NETWORK*
Date: Thursday, June 03, 2021 1:48:54 PM
Attachments: [Anderson Contract Assignment .pdf](#)

Please confirm that I am authorized to release funds back to Mr Wyatt. In addition, is City going to have me hold the earnest money for both of these deals?

From: Chip Goforth <chip@wwtwinvestments.com>
Sent: Thursday, June 3, 2021 1:45 PM
To: Mary Guynn <mguynn@smbgm.com>
Cc: rmassey@smbgm.com
Subject: Anderson Contract Assignment

Mary

We assigned the Myrtle Anderson Contract to Aiken Chamber of Commerce (ATTACHED), you can release the \$35,000 Earnest Money we had up. You can wire to the our account

Thanks
Chip

Chip Goforth
PO Box 249
2240 Sage Valley Drive
Graniteville, SC 29829

Cell Phone: 803.634.1305
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ASSIGNMENT OF PURCHASE AND SALE AGREEMENT

THIS ASSIGNMENT OF PURCHASE AND SALE AGREEMENT ("Assignment") is entered into by WTC INVESTMENTS, LLC ("Assignor") and GREATER AIKEN CHAMBER OF COMMERCE ("Assignee"), as of July 3, 2021, with reference to the following recitals of facts.

WHEREAS, Myrtle H. Anderson ("Anderson") and Assignor 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, Assignor desires to assign and Assignee desires to assume the Purchaser's interest in the Agreement; and

WHEREAS, Anderson has executed hereto to acknowledge her consent to the Assignment.

NOW, THEREFORE, 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.
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 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 Seller 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:

WTC INVESTMENTS, LLC

By: Myrtle
Name: _____
Title: _____

Assignee:

GREATER AIKEN CHAMBER OF COMMERCE

By: J. David Jameson
Name: J. David JAMESON
Title: President / CEO

CONSENTED:

Myrtle H. Anderson
Myrtle H. Anderson

By consenting hereto, Myrtle H. Anderson waives the provision in the contract of April 15, 2021 regarding the assignment of the building of the contract contained in paragraph 11f. Further Myrtle H. Anderson agrees that the Assignee herein may reassign this contract in the future to a third party without her consent. Neither this assignment nor any future assignment shall have any effect on any other provision in the contract of April 15, 2021, and the remainder provisions in the contract, and also in the agreement between Myrtle H. Anderson and Patrick Carlisle and Natalie Carlisle dated April 15, 2021 as amended this date, shall also remain in full force and effect.

From: [Chip Goforth](#)
To: [Tim Obriant](#)
Subject: RE: *CAUTION* Invoice *FROM OUTSIDE CITY NETWORK*
Date: Friday, June 04, 2021 1:50:10 PM

Sounds good, I hope Andy works out.

From: Tim Obriant <TObriant@CityofAikenSC.gov>
Sent: Friday, June 04, 2021 1:45 PM
To: Chip Goforth <chip@wwtwinvestments.com>
Subject: Re: *CAUTION* Invoice *FROM OUTSIDE CITY NETWORK*

Chip

The invoice looks fine. I'll get that processed for you next week. It's been busy but things are looking pretty good. The meeting with Andy was excellent. I hope to have a half dozen proposals in hand by a deadline next week to compare. Also waiting to see what Ray and his group come up with whatever whatever it is it should be good for downtown. Hopefully we can figure out soon whether there's a good way to overlap the two projects or if they work best independently.

I'm really glad we were able to get the contract work out so we can go ahead and get you the earnest money back and make it all clean. Thanks for your help on that end.

Tim O'Briant
Economic Development Director
City of Aiken, South Carolina
803-508-1429

On Jun 4, 2021, at 1:36 PM, Chip Goforth <chip@wwtwinvestments.com> wrote:

Tim

How's it going.

How was your meeting with Andy Cajka .

Thanks for helping get both Contracts assigned, glad we did the way we did and not a creative way .
Better to all be on the same page.

Will the invoice attached work for reimbursement of the costs we spent.

Let me know if you need anything,

Also, sounds like Rays group has a lot of interest in the apartment side of the development.