

FIFTH AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This FIFTH AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (“**Fifth Amendment**”) is made and entered into as of the ____ day of July, 2026 by and between **CONE MILL DEVELOPMENT VENTURES, LLC**, a North Carolina limited liability company (“**Buyer**”), **THE TOWN OF PINEVILLE**, a North Carolina municipal corporation (“**Town**”) and **PINEVILLE REDEVELOPMENT AND INVESTMENT, INC.**, a North Carolina nonprofit corporation (hereinafter referred to as “**Pineville Redevelopment**”, and collectively with the Town, “**Seller**”).

RECITALS

WHEREAS, Seller and Buyer entered into that certain Agreement for Purchase and Sale of Real Property dated October 23, 2024, as amended by that certain First Amendment to Agreement for Purchase and Sale of Real Property dated March 21, 2025, as further amended by that certain Second Agreement for Purchase and Sale of Real Property dated May 20, 2025, as further amended by that certain Third Amendment to Agreement for Purchase and Sale of Real Property dated September 16, 2025, and as further amended by that certain Fourth Amendment to Agreement for Purchase and Sale of Real Property dated November 12, 2025 (as amended, the “**Agreement**”), for the purchase and sale of certain real property located at (i) 200 Dover Street and 306 Dover Street in Pineville, North Carolina, owned by the Town and having Mecklenburg County Tax Parcel Numbers 221-051-11 and 221-051-17; and (ii) a portion of that certain real property located at 436 Cone Avenue in Pineville, North Carolina, owned by Pineville Redevelopment and having Mecklenburg County Tax Parcel Number 221-051-07, all as more particularly described in the Agreement; and

WHEREAS, Seller and Buyer have agreed to amend the Agreement as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, the mutual agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer, intending to be legally bound, hereby agree as follows:

1. Capitalized Terms; Incorporation. All terms used in this Fifth Amendment with an initial capital letter which are not otherwise defined herein shall have the meanings given to such terms in the Agreement.
2. Brownfields Period. The Brownfields Period (as defined in Section 33 of the Agreement) is hereby extended to September 15, 2026. The parties acknowledge that Buyer shall have no further options to extend the Brownfields Period without Seller’s prior written consent
3. Agreement in Full Force and Effect. Except as otherwise modified hereby, the Agreement remains otherwise unmodified and in full force and effect and is hereby ratified, confirmed and continued in all respects. In the event of any conflict between the terms of the Agreement and the terms of this Fifth Amendment, the terms of this Fifth Amendment shall control.
4. Governing Law. This Fifth Amendment shall be construed and interpreted under the laws of the State of North Carolina.

5. Miscellaneous. The parties hereby acknowledge and agree that the recitals set forth above are true and accurate as of the date hereof. Seller represents and warrants that the person executing this Fifth Amendment on its behalf is authorized to execute and deliver this Fifth Amendment and that all necessary approvals and consents have been obtained to bind Seller under this Fifth Amendment and the Agreement in accordance with their terms. Buyer represents and warrants that the person executing this Fifth Amendment on its behalf is authorized to execute and deliver this Fifth Amendment and that all necessary approvals and consents have been obtained to bind Buyer under this Fifth Amendment and the Agreement in accordance with their terms.
6. Transferees, Successors and Assigns. This Fifth Amendment shall inure to the benefit of and shall be binding upon Seller, Buyer, and their respective transferees, successors and assigns.
7. Execution Counterparts. This Fifth Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but when taken together which shall constitute one and the same instrument. Signature pages to this Fifth Amendment may be delivered electronically as a .PDF or DocuSign form with the same force and effect as if original "wet" signatures had been delivered to each party hereto.

[Signatures appear on following page]

IN WITNESS WHEREOF, Seller and Buyer have entered into this Fifth Amendment as of the day and year first above written.

BUYER:

CONE MILL DEVELOPMENT VENTURES, LLC

By: _____

Name: Kirk Broadbooks

Title: Member

SELLER:

TOWN OF PINEVILLE

By: _____

Name: _____

Title: _____

**PINEVILLE REDEVELOPMENT AND
INVESTMENT, INC.**

By: _____

Name: _____

Title: _____