

### THIRD AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This THIRD AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (“**Third Amendment**”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025 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, and as further amended by that certain Second Agreement for Purchase and Sale of Real Property dated May 20, 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 Third Amendment with an initial capital letter which are not otherwise defined herein shall have the meanings given to such terms in the Agreement.
2. Permitting Period. Section 1(e) of the Agreement is hereby deleted in its entirety and replaced with the following:  
  
*“(e) “**Permitting Period**” shall mean the period beginning on the first day following the expiration of the Examination Period and extending until 11:59 p.m. (EST) on the last day of the Brownfields Period (as hereinafter defined) (as the same may be extended pursuant to Section 33 below).”*
3. Expiration of the JDA Deadline, PO Deadline, and the Restrictions Deadline. For the avoidance of doubt, the Parties hereby acknowledge and agree that the JDA Deadline, PO Deadline, and the Restrictions Deadline have all expired as of the date of this Third Amendment, and that the form of the Joint Development Agreement, the Purchase Option and the Restrictions have all been agreed upon by the Parties, and Buyer’s and Seller’s right to terminate the Agreement due to the failure of the Parties to agree upon the terms of such documents has expired.

4. 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 Third Amendment, the terms of this Third Amendment shall control.
5. Governing Law. This Third Amendment shall be construed and interpreted under the laws of the State of North Carolina.
6. 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 Third Amendment on its behalf is authorized to execute and deliver this Third Amendment and that all necessary approvals and consents have been obtained to bind Seller under this Third Amendment and the Agreement in accordance with their terms. Buyer represents and warrants that the person executing this Third Amendment on its behalf is authorized to execute and deliver this Third Amendment and that all necessary approvals and consents have been obtained to bind Buyer under this Third Amendment and the Agreement in accordance with their terms.
7. Transferees, Successors and Assigns. This Third Amendment shall inure to the benefit of and shall be binding upon Seller, Buyer, and their respective transferees, successors and assigns.
8. Execution Counterparts. This Third 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 Third 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 Third Amendment as of the day and year first above written.

**BUYER:**

**CONE MILL DEVELOPMENT VENTURES, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SELLER:**

**TOWN OF PINEVILLE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PINEVILLE REDEVELOPMENT AND  
INVESTMENT, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_