

FOURTH AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This FOURTH AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (“**Fourth 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, as further amended by that certain Second Agreement for Purchase and Sale of Real Property dated May 20, 2025, and as further amended by that certain Third Amendment to Agreement for Purchase and Sale of Real Property dated September 16, 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 Fourth 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 July 20, 2026. The parties acknowledge that Buyer shall have no further options to extend the Brownfields Period without Seller’s prior written consent. In consideration for the extension to the Brownfields Period as contemplated in this Fourth Amendment, a portion of the Earnest Money in the amount of Ten Thousand and No/100 Dollars (\$10,000.00) shall become non-refundable upon full execution of this Fourth Amendment, except in the event of Seller default under the Agreement.
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 Fourth Amendment, the terms of this Fourth Amendment shall control.

4. Governing Law. This Fourth 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 Fourth Amendment on its behalf is authorized to execute and deliver this Fourth Amendment and that all necessary approvals and consents have been obtained to bind Seller under this Fourth Amendment and the Agreement in accordance with their terms. Buyer represents and warrants that the person executing this Fourth Amendment on its behalf is authorized to execute and deliver this Fourth Amendment and that all necessary approvals and consents have been obtained to bind Buyer under this Fourth Amendment and the Agreement in accordance with their terms.
6. Transferees, Successors and Assigns. This Fourth 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 Fourth 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 Fourth 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 Fourth 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: _____