

FIRST AMENDMENT TO LAND DISPOSITION AGREEMENT

THIS FIRST AMENDMENT TO LAND DISPOSITION AGREEMENT (this “**Amendment**”) is hereby made and entered into as of the 5th day of October, 2020 (the “**Effective Date**”) by and between **THE CITY OF HIGH POINT**, a North Carolina municipal corporation (“**Seller**” or the “**City**”) and **ELLIOTT SIDEWALK COMMUNITIES HIGH POINT LLC**, a North Carolina limited liability company, or its assigns (“**ESC**”).

RECITALS

A. The Seller and ESC entered into that certain Land Disposition Agreement dated April 15, 2019 (the “**LDA**”), pursuant to which Seller agreed to sell, and ESC agreed to purchase, four (4) tracts of land respectively known as “Parcel C”, “Parcel G”, “Parcel A” and “Parcel H”.

B. Further reference is hereby made to that certain Partial Assignment and Assumption of Land Disposition Agreement dated October 9, 2019, by ESC to 275 North Elm Partners, LLC, a North Carolina limited liability company (“**275 North Elm**” and together with ESC, the “**Purchaser**”), pursuant to which ESC agreed to assign, and 275 North Elm agreed to assume, the LDA with regard to Parcel C only.

C. Reference is hereby made to that certain letter agreement, dated June 12, 2020, between ESC, 275 North Elm and the City, and approved by the City on July 20, 2020, which amended the development schedule portion on Exhibit E to the LDA.

D. Reference is hereby made to that certain letter agreement, dated July 22, 2020, between ESC and the City, which amended the extended the deadline for establishing the Property Owners Association under the LDA to November 4, 2020.

E. The parties now desire to further amend the LDA as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Defined Terms. Any capitalized terms used in this Amendment that are not otherwise defined herein shall have the same meaning as ascribed to such terms in the LDA. The parties agree that the recitals set forth above are an integral part of, and are incorporated into, this Amendment.

2. Execution of Development Plan. Section 6.3 of the LDA is hereby deleted in its entirety and replaced with the following:

“Purchaser shall, within a date that is five (5) years after the later of (i) the Closing Date of such Parcel, or (ii) the date on which the last tenant vacated such Parcel, complete the

primary structure to be constructed thereon pursuant to the Development Plan. “**Substantial Completion**” shall mean, with respect to the primary structure to be constructed on any Parcel, (i) building framing is complete, (ii) a solid roof exists on the building, and (iii) final completion is then being actively pursued pursuant to a current contract for completion.”

3. Breach by Purchaser. Section 10.2.3 of the LDA is hereby deleted in its entirety and replaced with the following:

“In the event Purchaser shall not have Substantially Completed the improvements for any Parcel generally as set forth on the Development Plan on or before the date that is five (5) years after the later of (i) the Closing Date of such Parcel, or (ii) the date on which the last tenant vacated such Parcel, Purchaser shall issue a notice of its intent to reconvey such Parcel to Seller at a sale price as follows:

(a) If Purchaser has not paid any portion of the Purchase Price nor begun work on such Parcel, excluding the expenditure of soft costs, it shall be reconveyed to Seller at a sale price of \$1.00.

(b) If Purchaser has not paid any portion of the Purchase Price, but has begun work on such Parcel, it shall be reconveyed to Seller at a sale price of \$1.00; plus an amount equal to the increase in value of such Parcel attributable to work performed or improvements installed or constructed by Purchaser, excluding the expenditure of soft costs and excluding such portion of any increase attributable to generally rising land value, as shall be determined by an MAI-certified appraiser to be mutually selected by Seller and Purchaser.

(c) If Purchaser has paid some or all of the Purchase Price, whether or not work has begun on such Parcel, it shall be reconveyed to Seller at a sale price equal to the Purchase Price paid; plus an amount equal to the increase in value of such Parcel attributable to work performed or improvements installed or constructed by Purchaser, excluding the expenditure of soft costs and excluding such portion of any increase attributable to generally rising land value, as shall be determined by an MAI-certified appraiser to be mutually selected by Seller and Purchaser.”

4. Title Clearance. The City will clear all title objections within a reasonable period of time in order for the closing to timely occur and the development of the Parcel to be undertaken in accordance with the Development Plan.

5. Confirmation of Updated Schedule. To confirm the updated schedule previously approved in that certain letter agreement, dated June 12, 2020, between ESC, 275 North Elm and the City, and approved by the City on July 20, 2020, Exhibit E to the LDA is hereby replaced by the attached Exhibit E.

6. Notices. The “with a copy to” in Purchaser’s notice address, as set forth in Section 11.1 of the LDA, is hereby deleted in its entirety and replaced with the following:

Womble Bond Dickinson (US) LLP
One Wells Fargo Center
301 South College Street, Suite 3500
Charlotte, NC 28202
Attention: Robert Brinkley
Email: Robert.Brinkley@wbd-us.com
Tel: 704-331-4977

Further, the "If to Seller" in Seller's notice address, as set forth in Section 11.1 of the LDA, is hereby deleted in its entirety and replaced with the following:

City Manager's Office
City of High Point
211 S. Hamilton Street
High Point, NC 27260
Attention: Greg Ferguson
Email: greg.ferguson@highpointnc.gov
Tel: 336-883-8515

7. Ratification of LDA. Except as amended hereby, the LDA is hereby ratified and confirmed and shall remain unmodified and in full force and effect. In the event of any conflict between the terms and conditions of this Amendment, and the terms and conditions of the LDA, the terms and conditions of this Amendment shall control.

8. Entire Agreement. The LDA, together with this Amendment, embodies the entire understanding between Seller and Purchaser with respect to its subject matter and may only be modified pursuant to an instrument in writing signed by Seller and Purchaser.

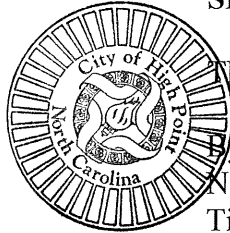
9. Binding Effect. This Amendment shall be binding upon and inure to the benefit of Seller and Purchaser and their respective successors and assigns.

10. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Signatures transmitted by PDF, email or other electronic means may be used in place of, and shall have the same effect as, original signatures.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller and Purchaser have executed this Amendment as of the Effective Date.

SELLER:



THE CITY OF HIGH POINT

By: [Signature]
Name: Jay W. Wagner
Title: Mayor

PURCHASER:

With respect to Parcels A, G and H:

ELLIOTT SIDEWALK COMMUNITIES HIGH
POINT LLC

By: _____
Name: _____
Title: _____

With respect to Parcel C:

275 NORTH ELM PARTNERS, LLC

By: BEDROCK INVESTMENTS I, LLC, its
Managing Partner

By: _____
Name: _____
Title: _____

EXHIBIT E

Development Schedule and Public Facilities Schedule

Development Schedule

Building	Land Development Plan Approval	Construction Start	Certificate of Occupancy (or PCO)
	<i>last day of:</i>	<i>last day of:</i>	<i>last day of:</i>
Building C	October 2019	January 2020	July 2021
Building G	December 2021	March 2022	March 2023
Building A	June 2022	September 2022	September 2023
Building H	December 2023	March 2024	March 2026

Please note, the above dates are subject to delays resulting from matters outside the reasonable control of ESC.

Public Facilities Schedule

Building C	Construction of the following Public Facilities are to commence contemporaneously with the start of construction of Building C and shall be completed prior to the earlier of the date on which either (i) a certificate of occupancy has been issued for Building C, or (ii) Building C would be eligible for issuance of a certificate of occupancy but for delay in the City's completion of the following Public Facilities: <ol style="list-style-type: none">1. Water and Sewer Service to Building C2. Underground Electrical serving Building C3. Plaza Design and Construction4. Applying Way and Elm Street Right of Way Improvements5. Parking facility servicing Building C
Building G	Construction of the following Public Facilities are to commence contemporaneously with the start of construction of Building G and shall be completed prior to the earlier of the date on which either (i) a certificate of occupancy has been issued for Building G, or (ii) Building G would be eligible for issuance of a certificate of occupancy but for delay in the City's completion of the following Public Facilities: <ol style="list-style-type: none">1. Water and Sewer Service to Building G2. Underground Electrical serving Building G3. Plaza Design and Construction4. Applying Way and Pine Street Right of Way Improvements5. Parking facility servicing Building G

Building A	<p>Construction of the following Public Facilities are to commence contemporaneously with the start of construction of Building A and shall be completed prior to the earlier of the date on which either (i) a certificate of occupancy has been issued for Building A, or (ii) Building A would be eligible for issuance of a certificate of occupancy but for delay in the City's completion of the following Public Facilities:</p> <ol style="list-style-type: none"> 1. Water and Sewer Service to Building A 2. Underground Electrical serving Building A 3. Plaza Design and Construction 4. N. Elm Street Right of Way Improvements 5. Parking facility servicing Building A
Building H	<p>Construction of the following Public Facilities are to commence contemporaneously with the start of construction of Building H and shall be completed prior to the earlier of the date on which either (i) a certificate of occupancy has been issued for Building H, or (ii) Building H would be eligible for issuance of a certificate of occupancy but for delay in the City's completion of the following Public Facilities:</p> <ol style="list-style-type: none"> 1. Water and Sewer Service to Building H 2. Underground Electrical serving Building H 3. Lindsay Street and English Street Right of Way Improvements 4. Parking facility servicing Building H

Please note, the above dates are subject to delays resulting from matters outside of the reasonable control of the City.