

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment"), effective as of June 27, 2024 (the "Effective Date"), is entered into by and between PAULETTE BIRKNER, a South Carolina resident, and FRED WILKINS, a South Carolina resident (collectively, "Seller"), and DEEPEN DEVELOPMENT, LLC, a South Carolina limited liability company ("Purchaser"). Seller and Purchaser are collectively referred to as the "Parties" herein.

WHEREAS, the Parties entered into that certain Purchase and Sale Agreement having an effective date of November 27, 2023 (the "Agreement"), whereby Seller agreed to sell and Purchase agreed to purchase certain real property and improvements more fully described in the Agreement, located in or near the City of Chester, Chester County, South Carolina.

WHEREAS, the Parties desire to amend certain provisions of the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Parties agree, for themselves, their successors and assigns, as follows:

1. Recitals; Capitalized Terms. The foregoing recitals are hereby affirmed by the Parties as true and correct and each such recital is incorporated herein by this reference. *Unless* otherwise defined herein, capitalized terms used in this Amendment shall have the same meanings ascribed to such terms in the Agreement.
2. Inspection Period. By execution of this Amendment, Seller and Purchaser hereby amend and modify Section 6(a) of the Agreement so that the Inspection Period shall expire and terminate at 5:00 pm, EST, on the date that is one hundred twenty (120) days from the Effective Date hereof. In consideration therefor, Purchaser shall pay unto Seller, within ten (10) business days hereafter, the sum of \$10,000.00, and Purchaser shall further pay any delinquent taxes with respect to the Property for which the statutory redemption period will expire within the Inspection Period, if any. The foregoing amounts shall be credited to the Purchase Price at Closing, but shall be non-refundable to Purchaser except in the event of the termination of the Agreement for Seller default, in which event the same shall be refunded and reimbursed to Purchaser by Seller.
3. Agreement Effective. Except as specifically amended and modified by this Amendment, the Agreement shall continue in full force and effect in accordance with its terms.
4. Reaffirmation of Agreement. Except as modified by this Amendment, Seller and Purchaser hereby reaffirm all terms, covenants and conditions contained in the Agreement. The Parties hereto agree that this Amendment shall not constitute a novation, satisfaction, or cancellation of the Agreement, and except as modified herein, all other terms of the Agreement shall remain in full force and effect.

5. Counterparts; Delivery by Electronic Mail. This Amendment may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument. Delivery of this Amendment may be accomplished by electronic mail.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the Effective Date.

SELLER:

Paulette H. Birkner
PAULETTE BIRKNER

Fred Wilkins
FRED WILKINS

PURCHASER:

DEEPEN DEVELOPMENT LLC,
a South Carolina limited liability company

DocuSigned by:

By: Andrew Cope

Name: Andrew Cope

Its: Authorized Signatory

7/18/2024 | 11:30 AM PDT