

## **FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT**

**THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT** (this “First Amendment”) is made effective as of the 11th day of March, 2025 (the “First Amendment Effective Date”) by and between **SOUTH PACIFIC AVENUE PARTNERS, LLC**, a South Carolina limited liability company (“Seller”), and **MIDDLEBURG REAL ESTATE PARTNERS, LLC**, a Virginia limited liability company (“Purchaser”).

**WHEREAS**, Seller and Purchaser entered into that certain Purchase and Sale Agreement dated as of January 16, 2025 (the “Agreement”) for the purchase and sale of certain Property as defined therein.

**WHEREAS**, Seller and Purchaser desire to reduce the Purchase Price.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser, intending to be legally bound, do hereby mutually covenant and agree as follows:

1. Recitals and Definitions. The foregoing recitals are hereby incorporated into and made a part of this First Amendment the same as if fully set forth as substantive covenants and agreements hereof. Any capitalized terms used but not otherwise defined herein shall have the definitions set forth in the Agreement.
2. Reduction of Purchase Price. Section 2 of the Agreement is hereby revised to provide that the Purchase Price shall be FOUR MILLION TWO HUNDRED THOUSAND and 00/100 DOLLARS (\$4,200,000.00), subject to adjustments, credits and prorations as provided in the Agreement.
3. No Other Modifications to the Agreement. Except as expressly modified and amended by this First Amendment, the Agreement and all other terms, conditions and covenants contained therein shall remain in full force and effect.
4. Counterparts/Electronic Execution. This First Amendment may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures and signatures executed and delivered electronically (e.g. via .PDF file) shall be deemed to be the equivalent of original signatures for purposes of this First Amendment.

*[Signatures on following page]*

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment as of the First Amendment Effective Date.

**SELLER:**

SOUTH PACIFIC AVENUE PARTNERS, LLC,  
a South Carolina limited liability company

By: Cheryl Boyd  
Name: Cheryl Boyd  
Title: Member

**PURCHASER:**

MIDDLEBURG REAL ESTATE PARTNERS, LLC,  
a Virginia limited liability company

By: Reece W. Kimsey  
Name: Reece W. Kimsey  
Title: Authorized Signatory