

## AMENDMENT TO PURCHASE AND SALE AGREEMENTS

THIS AMENDMENT TO PURCHASE AND SALE AGREEMENTS (this “*Amendment*”) is made and entered into this 13 day of mAY, 2020 by and between MALL AT COTTONWOOD II LLC, a Delaware limited liability company (“*Seller*”), and TIGHT LINES, LLC, a New Mexico limited liability company (“*Purchaser*”).

### WITNESSETH:

WHEREAS, Seller and Purchaser entered into those certain Purchase and Sale Agreement dated November 15, 2019 (as previously modified, the “*Agreements*”) for certain premises referred to as Pad 1 (“*Pad 1*”) and Pad 3 (“*Pad 3*”), located in Albuquerque, New Mexico, as more particularly set forth in the respective Agreements;

WHEREAS, Seller and Purchaser desire to proceed with the transactions contemplated by the Agreements and the closing thereof in a concurrent manner; and

WHEREAS, Seller and Purchaser desire to amend the terms and conditions of the Agreements in accordance with the terms and conditions of this Amendment.

NOW THEREFORE, in consideration of the mutual covenants made herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals; Defined Terms.** The recitals set forth above are true and accurate and are hereby incorporated herein by reference. Except as specifically set forth herein, all capitalized terms shall have the same meanings as set forth in the Agreements.

2. **Inspection Period.** Notwithstanding anything to the contrary contained in the Agreements, including, without limitation, Section XII.1 of each of the Agreements, Seller and Purchaser acknowledge and agree that effective immediately, the Inspection Period is hereby extended until June 1, 2020. In the event the Inspection Period is extended as provided in Section XII.1 of either of the Agreements, the Inspection Period shall be deemed to be extended concurrently under both Agreements. The Inspection Period shall automatically extend for two (2) consecutive periods of one (1) month each if Seller has not received all necessary waivers or the replatting of both Pad 1 and Pad 3 is not complete at the expiration of the then-current Inspection Period (or extension, as applicable).

3. **Closing.** Notwithstanding anything to the contrary contained in the Agreements, Seller and Purchaser agree that Closing on Pad 1 and Pad 3 shall occur simultaneously.

4. **Pad 3.** Subject to Seller’s written approval prior to submission to the local authority for subdivision approval, Pad 3 shall be increased from 0.534 acres to approximately 0.7 acres, as depicted on Exhibit A attached hereto and incorporated herein. Seller agrees that Seller’s approval shall not be unreasonably withheld, conditioned or delayed, provided that the plat submitted to Seller is substantially as depicted on Exhibit A and that Seller is able to confirm that the revised Pad 3 does not cause the Center to be in violation of any parking ratio requirements under applicable law or third-party agreements relating to the Center. Upon Seller’s written approval of the revised Pad 3, all references to the “Parcel” in the Agreement relating to Pad 3 shall be deemed to mean Pad 3 as revised in accordance with this Amendment. Within three (3) business days after receiving Seller’s written approval of the revised Pad 3, Purchaser shall submit the plat thereof to the local authority for subdivision approval as further provided in the Agreements.

5. **Miscellaneous.** Except as otherwise expressly set forth in this Amendment, the Agreements remain in full force and effect according to their terms and shall inure to the benefit of and shall be binding upon the parties hereto and their respective permitted successors and assigns. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. This Amendment shall be binding on the parties when executed and delivered by the parties to one another by facsimile and/or other electronic transmission. It is understood and agreed that the Agreements, as amended hereby, is in full force and effect and has not been modified, supplemented, or amended in any way by any written or oral agreements between Seller and Purchaser, except as expressly set forth in this Amendment. Each party hereto represents and warrants that it has full power and lawful authority to enter into and perform its obligations under this Amendment, and that the person or persons signing on its behalf has been duly authorized to do so. In the event of a conflict between the terms of this Amendment and the Agreements, the terms of this Amendment shall govern.

—Signatures Appear on the Following Page—

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

**SELLER:**

**MALL AT COTTONWOOD II LLC,**  
a Delaware limited liability company

By: 

Name: Robert P. Demchak, Executive Vice President,  
Title: General Council & Corporate Secretary

**PURCHASER:**

**TIGHT LINES, LLC,**  
a New Mexico limited liability company

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

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

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

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.


**SELLER:**

**MALL AT COTTONWOOD II LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PURCHASER:**

**TIGHT LINES, LLC,**  
a New Mexico limited liability company

By:  \_\_\_\_\_  
Name: Anthony Johnson  
Title: Authorized Signatory

# EXHIBIT A

