

## **FIRST AMENDMENT TO LEASE AGREEMENT**

This **FIRST AMENDMENT TO LEASE AGREEMENT** (this “**Amendment**”) is made effective as of the \_\_\_\_\_ day of September, 2025 (the “**Effective Date**”), by and between **RUBICON INDUSTRIES USA, LLC**, a Delaware limited liability company (“**Landlord**”), and **PALMETTO TRI-VENTURE** a general partnership (“**Tenant**”).

### **RECITALS:**

**WHEREAS**, Landlord and Tenant entered into that certain Lease Agreement dated July 31, 2024 (the “**Lease**”), covering portions of the real property and improvements more particularly described in the Lease and located generally at 2011 Broadbank Court, Ridgeville, South Carolina (collectively, the “**Premises**”);

**WHEREAS**, pursuant to Section 2.05 of the Lease, Tenant was granted a right of first refusal (the “**ROFR**”) to purchase the Premises in the event Landlord received a bona fide third-party offer to purchase the Premises;

**WHEREAS**, pursuant to Section 2.06 of the Lease, Tenant was granted the Purchase Option, as defined in the Lease (the Purchase Option, together with the ROFR, collectively, the “**Purchase Rights**”);

**WHEREAS**, in connection with a proposed sale of the Premises, Tenant executed and delivered that certain waiver letter signed by Tenant on June 24, 2025 (the “**Waiver Letter**”), pursuant to which Tenant agreed to waive the Purchase Rights; and

**WHEREAS**, Landlord and Tenant now desire to amend the Lease to, among other things, memorialize the termination and extinguishment of the Purchase Rights, all as hereinafter set forth.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Recitals; Definitions.** The foregoing recitals are incorporated herein by this reference as a material part of this Amendment. Capitalized terms used in this Amendment without definition have the meaning given such terms in the Lease.

2. **Amendments to Lease.** Notwithstanding anything to the contrary in the Lease, Landlord and Tenant hereby acknowledge and agree that each of Section 2.03, Section 2.05, and Section 2.06 shall be deleted in their entirety and of no further force or effect. For avoidance of doubt, the Purchase Rights, including the ROFR set forth under Section 2.05 of the Lease and the Purchase Option set forth under Section 2.06 of the Lease, are hereby eliminated, terminated, extinguished, and relinquished, and as of the Effective Date, are of no further force or effect. In connection with the foregoing, Tenant shall have no (a) purchase rights of any kind with respect to the Premises, whether arising under the terms of the Lease or otherwise, or (b) right to terminate the Lease prior to expiration of the Lease Term, except as may be expressly provided in the Lease.

3. **Entire Agreement.** This Amendment constitutes the final, exclusive and entire agreement and understanding between the parties with respect to the subject matter hereof, and all prior and contemporaneous negotiations, understanding and agreements between the parties as to the matters contained herein are expressly merged into and superseded by this Amendment. Neither party has made or relied upon any representations, warranties or covenants relating to such subject matter except as specifically set forth in this Amendment. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent, or representative of either party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

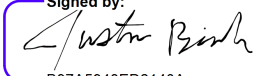
4. **Miscellaneous.** Except as herein expressly amended hereby, each and every term, condition, warranty and provision of the Lease shall remain in full force and effect, and is incorporated herein by this reference, such that the Lease and this Amendment shall be read and construed as one instrument, all of which are hereby ratified, confirmed and approved by the parties hereto. This Amendment constitutes the entire agreement of the parties hereto on the subject matter and supersedes all prior representations, understandings, stipulations and agreements. The provisions of this Amendment shall be binding upon and inure to the benefit of each of Landlord and Tenant, and their respective successors, assigns, and legal representatives. Headings and similar structural elements set forth in this Amendment are intended for ease of reference only, and are not intended, and will not be construed, to reflect the intention of the parties or to affect the substance of this Amendment. This Amendment shall be deemed to be mutually drafted by the parties; thus, in the event of an ambiguity, no presumption shall be maintained that is predicated upon or related to the person drafting the provision. Landlord and Tenant each represent and warrant to the other that, as of the date hereof, neither party is aware of an event of default existing under the Lease. If there is a conflict between this Amendment and the Lease, then the provisions of this Amendment shall control. This Amendment may be executed by email signatures and in multiple counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute the same instrument. This Amendment will be effective immediately upon execution and delivery by the parties. This Amendment shall be governed by the law of the State of South Carolina, without reference to its choice of law rules.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, the undersigned hereby execute and deliver this Amendment as of the Effective Date, representing and warranting by their signature that they are duly authorized and empowered to execute this Amendment.

**LANDLORD:**

**RUBICON INDUSTRIES USA, LLC,**  
a Delaware limited liability company


Signed by:  
By:   
Print Name: Justin Birch  
Title: CEO

**TENANT:**

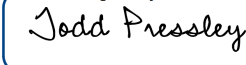
**PALMETTO TRI-VENTURE,**  
a general partnership

By: its partners

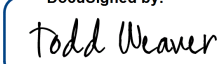
**TURNER CONSTRUCTION COMPANY**

DocuSigned by:  
By:   
Print Name: Corey Ketchum  
Title: VP & Construction Executive

**UJAMAA CONSTRUCTION**

DocuSigned by:  
By:   
Print Name: Todd Pressley  
Title: Principal and Executive Vice

**TW CONSTRUCTORS**

DocuSigned by:  
By:   
Print Name: Todd Weaver  
Title: CEO