FOURTH AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

RECITALS:

WHEREAS, Seller and Purchaser are parties to that certain Agreement of Purchase and Sale dated as of June 28, 2021, as amended by that certain First Amendment to Agreement of Purchase and Sale dated as of September 1, 2021, as amended by that certain Second Amendment to Agreement of Purchase and Sale dated as of December 27, 2021, and as further amended by that certain Third Amendment to Agreement of Purchase and Sale dated as of March 28, 2022 (as amended, the "Purchase Agreement"), pursuant to which Seller agreed to sell to Purchaser, and Purchaser agreed to purchase from Seller, that certain real property located at 3247 Hickory Lawn Road, Rochester Hills, Michigan, as more particularly described in the Purchase Agreement (the "Property"), upon and subject to the conditions and limitations set forth therein. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement.

WHEREAS, Seller and Purchaser desire to amend the Purchase Agreement as more particularly set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

- 1. Purchase Price. Section 1(d) of the Purchase Agreement is amended to increase the Purchase Price to From and after the Effective Date of this Amendment, any and all references in the Purchase Agreement to the "Purchase Price" shall mean and refer to
- 2. <u>Inspection Period</u>. Notwithstanding anything contained in the Purchase Agreement to the contrary, the Inspection Period shall be extended to 11:59 p.m. Eastern Time on Monday, January 2, 2023. As consideration for Seller's Agreement to extend the Inspection Period, Purchaser and Seller agree and acknowledge that as of the Effective Date of this Amendment a portion of the Deposit in the amount of shall become non-refundable to Purchaser, except in the event of a Seller default, but shall remain applicable as a credit against the Purchase Price at Closing.
- 3. <u>Inconsistent Terms</u>. In the event that any of the terms of this Amendment shall be inconsistent or contradict the terms of the Purchase Agreement, the terms of this Amendment shall control.
- 4. <u>Effect of Amendment</u>. Except as explicitly amended and modified herein, all other terms and conditions of the Purchase Agreement shall remain in full force and the Purchase Agreement shall not be further amended or modified unless agreed to in writing by the parties hereto.
- 5. Governing Law. This Amendment shall be governed by the internal laws of the State of Michigan.

6. <u>Counterparts</u> . This Amendment may be executed in counterparts, each of which shall be deemed an original and, taken together, shall constitute one and the same instrument. This Amendment may be executed by the parties by facsimile or email transmission with the same force and effect as original signatures.
[Signature Page Follows]

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

PURCHASER:

ALRIG USA ACQUISITIONS, LLC, a Michigan limited liability company

Name: Gabriel Schuchman

Title: Manager

SELLER:

Name: Andrew Garn