

SECOND AMENDMENT TO
OFFER TO PURCHASE AND CONTRACT – VACANT LOT/LAND

THIS SECOND AMENDMENT TO OFFER TO PURCHASE AND CONTRACT – VACANT LOT/LAND (“Second Amendment”) is made and entered effective November ____, 2023, by and between CHARLES W. TESENEER, JR. and wife, REBECCA W. TESENEER (the “Seller”); THE JOEL HENRY DAVIS FAMILY LIMITED PARTNERSHIP, a North Carolina limited partnership (the “Buyer”); and JOEL HENRY DAVIS, JR. (“Assignee”).

W I T N E S S E T H:

WHEREAS, Seller and Buyer entered that certain Offer to Purchase and Contract – Vacant Lot/Land dated August 14, 2023, as the same was amended by an Agreement to Amend Contract dated November 10, 2023 (collectively, the “Contract”) for that certain property located in Greene County, North Carolina and being identified by Greene County Tax Parcel Nos. 0806239 and 0806240, containing 115 acres, more or less (the “Property”); and

WHEREAS, Buyer has obtained a survey of the Property (the “Survey”) and desires for the Property to be conveyed based upon the Survey; and

WHEREAS, Buyer will partially assign the Contract to Assignee as set forth below; and

WHEREAS, Seller and Buyer have mutually agreed to amend the Contract as provided herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and, in the Contract, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree that the Contract is amended as set forth below.

1. Conveyance of Property based upon Survey Legal Description. Buyer and Seller mutually agree that the Property will be conveyed to Buyer using the Survey. The Survey will be recorded at or prior to Closing.

2. Partial Assignment of Contract. Buyer hereby assigns to Assignee the right to purchase that portion of the Property which is bounded on the west by N.C. Highway 903, on the north by Greene County Tax Parcel ID No. 0801190, on the east by a new line connecting the

southeast corner of Tax Parcel ID No. 0801190 and the northeast corner of Greene County Tax Parcel ID No. 0800224, and on the south by Greene County Tax Parcel ID No. 0800224, the exact description of which will be shown on the Survey (the "903 Lot"). Assignee accepts this partial assignment of the right to purchase the 903 Lot as evidenced by his signature hereto. Seller hereby acknowledges and consents to the assignment of the right to purchase the 903 Lot to Assignee. The parties agree that the total purchase price for the Property will be allocated between the 903 Lot and the remainder of the Property on a pro rata basis based upon the acreage shown on the Survey.

3. Full Force; Ratification. Except as modified by this Second Amendment, the Contract remains unchanged and in full force and effect. The parties hereby ratify and confirm the terms and conditions of the Contract, as modified by this Second Amendment.

4. Capitalized Terms. All capitalized terms not otherwise defined in this Second Amendment shall have the meanings assigned in the Contract.

5. Counterparts. This Second Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and such counterparts together constitute one and the same instrument. This Amendment may be executed by one or more parties using an electronic signature, which the parties agree shall be binding for all purposes and shall constitute an original signature. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS WHEREOF, each of the parties hereto has caused this Second Amendment to be executed in its name pursuant to authority as of the date set forth above.

Buyer:

THE JOEL HENRY DAVIS FAMILY LIMITED PARTNERSHIP

By: _____
Janet Davis Travis, General Partner

Assignee:

Joel Henry Davis, Jr.

Seller:

Charles W. Teseneer, Jr.

Rebecca W. Teseneer