

**SECOND AGREEMENT TO AMEND
CONDITIONAL AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY**

Whereas, Rutherford County, a political subdivision of the State of North Carolina (“County”), and **Quiet Creek Properties, LLC, or its assigns** (“Buyer”), have entered into a certain Conditional Agreement For Purchase and Sale of Real Property (“Agreement”), which they agreed to amend in a certain Agreement to Amend Conditional Agreement for Purchase and Sale of Real Property (“First Amendment”), each regarding the purchase and sale of the following tract of real property:

“Property”: That certain tract of real property situate in Cool Springs Township, Rutherford County, North Carolina, on the east side of Daniel Road (SR 2184) and the north side of Piney Ridge Road (SR 2159) and being shown as containing 47.43 acres, more or less, on that certain plat of subdivision recorded in Plat Book 29 at Page 112, Rutherford County Registry, reference to which is hereby made for a full and complete legal description. Being the same tract of real property conveyed to the County of Rutherford in deed recorded in Deed Book 963 at Page 50, Rutherford County Registry, and being shown by the Rutherford County Revenue Department as PIN 1641838 and Tax Map 245-1-38; and

Whereas, Buyer requests an extension of the Closing Date as set forth herein; and

Whereas, County agrees upon the consideration of the terms herein, especially including the Deposit becoming non-refundable upon the conclusion of the revised Examination Period without termination of the Agreement by Buyer.

NOW, THEREFORE, County and Buyer hereby agree to a second amendment to the Agreement as set forth below:

1. Section 1(d) of the Agreement, the definition of “Closing Date”, is amended as follows:

“Closing Date” shall mean December 19, 2025. TIME IS OF THE ESSENCE AS TO THE CLOSING DATE.

2. Section 1(f) of the Agreement, the definition of “Examination Period”, is amended as follows:

“Examination Period” shall mean the period beginning on the first day after the Contract Date and extending through 5:00 p.m. (based upon time at the locale of the Property) on June 15, 2025. TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD. Notwithstanding any provision to the contrary in the Agreement or the First Amendment, the Deposit of \$88,931.25, shall remain a credit to Buyer at Closing but shall become the property of County upon the expiration of the Examination Period, as of June 16, 2025, unless Buyer exercises its right to terminate the Agreement no later than June 15, 2025. Upon the expiration of the Examination Period, Buyer shall not be entitled to a refund of the Deposit upon any condition or circumstance.

3. The parties hereto acknowledge that all conditions precedent to Closing referenced in Section 4(d) of the Agreement, and attached as Exhibit A thereto, have been satisfied in full and both parties hereto waive any rights pursuant to any such conditions.

4. All terms and conditions of the Agreement not specifically amended herein shall remain in full force and effect.

SELLER:

RUTHERFORD COUNTY, a municipal corporation

BY: _____
Bryan A. King, Chairman
Board of County Commissioners

ATTEST:

Hazel Haynes, Clerk
Board of County Commissioners

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Paula Roach
County Finance Officer

This form approved by:

Richard P. Williams
County Attorney

BUYER:

QUIET CREEK PROPERTIES, LLC, a North Carolina limited liability company

BY: _____
William B. Taylor, II, Managing Member

Date signed: _____