

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

This SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “**Second Amendment**”) is made effective as of May 13th + 24, 2026, by and between **SOUTH CREEK DEVELOPMENT, LLC**, a North Carolina limited liability company (“**Buyer**”), and **TC Hampshire, LLC**, a South Carolina limited liability company (the “**Seller**”). Seller and Buyer are sometimes hereinafter referred to collectively as the “**Parties**”. Capitalized terms not defined herein shall have the meanings given to them in the Agreement (defined below).

WITNESSETH:

A. Buyer and Seller entered into that certain Purchase and Sale Agreement effective as of February 10, 2026 (the “**Original Agreement**”), whereby Seller agreed to sell and Buyer agreed to purchase certain real property, as more particularly described in the Exhibit A to the Agreement (the “**Property**”);

B. Buyer and Seller entered into that certain First Amendment to Purchase and Sale Agreement effective as of April 16, 2026 (the “**First Amendment**,” together with the Original Agreement, the “**Agreement**”)

C. The Parties desire to amend the Agreement as further described herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Property. Section 1 of the Agreement is hereby deleted in its entirety and replaced with the following:

On the terms herein set forth, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, a +/- 6.276 acre tract (the “**Land**”), as approximately depicted on Exhibit A, attached hereto and made a part hereof, located at Hampshire Drive, Gaffney, Cherokee County, South Carolina 29341 (a portion of Parcel ID Nos. 098-00-00-011.000, 098-00-00-020.000, and 098-00-00-021.001) together with all easements, appurtenances and rights thereunto belonging, including without limitation, all (a) right, title and interest in roads, alleys, easements, streets and rights of way bounding the Land, if any; (b) rights of ingress and egress to and from the Land (including without limitation, all right, title and interest in and to all applicable cross-access and reciprocal easements and/or agreements), and (c) oil, gas and other minerals lying on or under the Land (collectively, the “**Property**”).

- a. Land Acreage and Location. The exact acreage and boundaries of the Land have been determined by a new survey of the Property purchased and coordinated

by Buyer (the “**Survey**”), which Survey has been provided to and approved by Seller.

2. Exhibit A. Exhibit A to the Agreement is hereby deleted in its entirety and replaced with Exhibit A attached hereto and incorporated herein.
3. Purchase Price. Section 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

The purchase price of the Property shall be Six Hundred Sixty Nine Thousand Six Hundred Fifty and No/100 Dollars (\$669,650.00) (the “**Purchase Price**”), payable at Closing by Buyer.

4. Ratification. Except as modified by or where inconsistent with this Second Amendment, the Agreement is hereby ratified and confirmed. Where inconsistent, the terms of this Second Amendment shall supersede and take precedence over the Agreement. Capitalized terms used herein, but not otherwise defined, shall have the meanings attributed to such terms in the Agreement. The Agreement, as amended hereby, shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
5. Terms of Agreement. Except as otherwise provided in this Second Amendment, the terms of the Agreement are not modified, altered or amended and remain in full force and effect.
6. Applicable Law. This Second Amendment shall be governed by and construed and enforced in accordance with the laws of South Carolina.
7. Counterparts. This Second Amendment may be executed in any number of counterparts, each of which may be deemed an original and all of which taken together shall constitute one and the same agreement; and any signature page from any such counterpart or any facsimile or PDF or email thereof may be attached or appended to any other counterpart to complete a fully executed counterpart of this Second Amendment and any facsimile or PDF or email transmission of any signature shall be deemed an original and shall bind such party.

[signatures on following page]

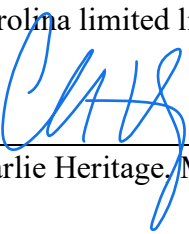
IN WITNESS WHEREOF, Seller and Buyer have executed this Second Amendment, effective as of the date first above written.

BUYER:

SOUTH CREEK DEVELOPMENT, LLC,
a North Carolina limited liability company

By: South Creek Ventures, LLC
a North Carolina limited liability company,

Its: Manager

By: 
Charlie Heritage, Manager

SELLER:

TC HAMPSHIRE, LLC,
a South Carolina limited liability company

By: 
DocuSigned by:

Name: Robert Luke Lyons

Its: Managing Member

