

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “Amendment”) is made this 24 day of **March, 2025** (the “Effective Date”) by and between **Horse Creek Trust** (“Seller”), and **J. D. Sari** and/or Assigns (“Purchaser”). Seller and Purchaser may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Purchaser and Seller entered into that certain Purchase Contract dated as of July 25, 2024, (the “Purchase Agreement”) for the purchase and sale of real property located at **82 Canal Street Graniteville SC 29829**, being more particularly described therein (the “Real Estate”); and

WHEREAS, The Parties agree to amend the Purchase Agreement as set forth herein.

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

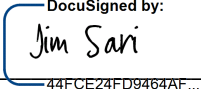
1. Purchase Price. The Purchase Price is hereby increased to EIGHT HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$850,000.00).
2. Due Diligence. The Due Diligence Period has expired. Purchaser shall only be obligated to close if the Property is approved for the 2026 tax credits.
3. Earnest Money Deposit. Currently Purchaser has deposited \$1,000.00 with Escrow Agent. Purchaser shall deposit an additional Earnest Money Deposit of \$19,000.00 on or before 5pm on March 31, 2025. The Escrow Agent shall then release the full \$20,000.00 to the Seller which shall be considered non-refundable but applicable to the Purchase Price.
4. Closing. Closing Date shall be on or before August 31, 2026. Purchaser shall have the unilateral right to extend the Closing for up to three thirty (30) day periods by providing Seller written notice prior to the Closing date outline above. As consideration for the three extensions, Purchaser shall post an additional Earnest Money Deposit of \$10,000 for each extension. All additional Earnest Money Deposit(s) along with the initial Earnest Money Deposit(s) shall all be considered non-refundable but applicable to the Purchase Price once posted with Escrow Agent.
5. Defined Terms. All capitalized terms referred to herein shall have the same meaning provided in the Purchase Agreement, except where expressly defined to the contrary herein.
6. Inconsistencies. To the extent there are inconsistencies between the terms of this Amendment and the Purchase Agreement, the terms of this Amendment shall control.
7. Full Force. Except for those provisions which are inconsistent with this Amendment, the terms and conditions of the Purchase Agreement shall remain in full force and effect. The Parties hereby ratify the Purchase Agreement, as hereby amended.
8. Authorization. The individuals signing for the respective entities make the following representations: (i) he/she has read this Amendment, (ii) he/she has authority to act for the entity designated below and (iii) he/she shall execute this Amendment acting in said capacity.
9. Counterparts. This Amendment may be executed in any number of counterparts, which, when taken together, shall constitute one and the same instrument. The Parties contemplate that they may be executing counterparts of this Amendment transmitted by facsimile or e-mail and agree and intend that a signature by facsimile or e-mail shall bind the Party so signing with the same effect as though the signature were an original signature.

10. Incorporation of Recitals. The Recitals above are hereby incorporated herein.

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IN WITNESS WHEREOF, Seller and Purchaser have executed this Amendment as of the Effective Date.

PURCHASER: J. D. SARI

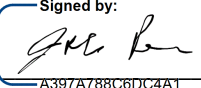
By:  _____
DocuSigned by:
44FCE24FD9464AF...

Name: J. D. Sari

Title: Buyer

Date: 3/24/2025 _____

SELLER: Horse Creek Trust

By:  _____
Signed by:
A397A788C6DC4A1...

Name: John Robinson

Title: Horse Creek Trust Chair

Date: 3/24/2025 _____