

**AMENDMENT TO
REAL ESTATE PURCHASE AND SALE AGREEMENT**

This Amendment to the Real Estate Purchase and Sale Agreement (“**Amendment**”) is entered into by and between **UNION COUNTY**, a political subdivision of the State of North Carolina (“**Seller**”), and **MCGEE CORPORATION** (“**Buyer**”) with reference to the following facts:

A. On January 20, 2026, Buyer and Seller entered into a Real Estate Purchase and Sale Agreement (“**Agreement**”) relating to the sale of certain property described therein; and

B. Buyer and Seller desire to amend the Agreement in the manner set forth below.

Wherefore, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. All defined terms and phrases in the Agreement shall have the same meaning in this Amendment unless otherwise noted.

2. Notwithstanding any provision in the Agreement to the contrary, the Buyer and Seller agree to modify the Purchase Price from Four Million Two Hundred Sixty-Seven Thousand Nine Hundred and 00/100 Dollars (\$4,267,900.00) to Four Million One Hundred Thirty-Six Thousand Six Hundred Fifty and 00/100 (\$4,136,650.00).

3. Section 2.5.3 of the Agreement acknowledges the existence of encroachments shown on the Exhibit Map and further states Seller will remove or otherwise remedy such encroachments prior to Closing. The parties agree that the reduction in the Purchase Price will function as a remedy to existence of the encroachments seen on the Exhibit Map. Further, the Property will be sold subject to the encroachments seen on the Exhibit Map, and the Seller shall have no further responsibility or liability for such encroachments.

4. This Amendment may be executed in counterparts and delivered by way of facsimile, email or DocuSign.

5. Except as expressly modified herein, the Agreement shall remain unchanged and in full force and effect.

NO FURTHER TEXT APPEARS ON THIS PAGE

IN WITNESS WHEREOF, the parties have executed this Amendment as of the last date of execution below.

BUYER:

MCGEE CORPORATION

By: _____

Name: _____

Its: _____

Date: _____

SELLER:

UNION COUNTY

By: _____

Name: _____

Its: _____

Date: _____