

AMENDMENT TO OFFER TO PURCHASE AND CONTRACT

This amendment incorporates by reference all provisions of the Offer to Purchase and Contract (hereinafter "Contract") by and between:

VGG Holdings, LLC (hereinafter "Seller") for the sale of the real property known as
210 Orange Street, Oxford, NC 27565 (hereinafter "Property").

The Contract is hereby amended as follows:

Completion Date. Any scheduled completion date is an estimate made in good faith. Seller makes no guaranty concerning the date of completion. Property shall be deemed substantially complete upon the issuance of a certificate of completion, occupancy or use. Substantial completion does NOT require that all punch list items be complete. Items that may be completed after Settlement include, but are not limited to, landscaping, exterior concrete, and exterior painting. Seller will finish all incomplete exterior work as soon as conditions allow. Items requiring correction or repair will be completed as soon as possible.

Settlement Date. Seller has the right in its sole discretion to schedule closing. Buyer will be given reasonable notice of the closing day and time. Seller is authorized to postpone or advance the date of closing at its discretion. Seller must, however, give Buyer reasonable notice of the new date. In the event that Buyer becomes a Delaying Party, Buyer shall pay to Seller a penalty of \$150 per day for each day after the Settlement Date until Settlement.

Closing Attorney: For purposes of this Contract, the closing attorney shall be GWYNN, EDWARDS & GETTER, PA. The Settlement shall be held at the offices of the closing at 900 Ridgefield Drive, Suite 150, Raleigh, North Carolina 27609. Seller has advised Buyer that GWYNN, EDWARDS & GETTER, PA serve as Seller's attorney. Buyer may choose to be represented by a lawyer at Buyer's sole expense, however, the Settlement shall take place at the office of GWYNN, EDWARDS & GETTER, PA.

Materials: Buyer understands and agrees that certain of the finishing items, such as tile, carpet, cabinets, stone, brickwork, wood, paint, stain and mica are subject to natural variations and quality variations, and may vary in accordance with price, availability and changes by manufacturers. If circumstances arise that, in Seller's opinion, warrant changes of subcontractors, suppliers, manufacturers, brand names or items, Seller reserves the right to substitute available equipment, materials, appliances, etc., which in Seller's opinion are considered to be of quality substantially similar or equal, or of better quality.

Deed, Taxes and Fees: Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract. Buyer shall pay and for state and county excise taxes. The deed is to be made to Buyer.

To the extent that there is any conflict between the provisions of this addendum and the provisions of Contract, the provisions of this Amendment will control.

Buyer

Date

Buyer

Date

Seller

Date