

## FIRST AMENDMENT TO OFFER TO PURCHASE AND CONTRACT

This **FIRST AMENDMENT TO OFFER TO PURCHASE AND CONTRACT** (hereinafter "Amendment") is made and entered into this \_\_\_\_ day of July, 2015, by and between **BRANCH BANKING AND TRUST COMPANY**, a North Carolina banking corporation and successor in interest by merger to The Calhoun First National Bank (hereinafter "Seller"), and **BOARD OF COMMISSIONERS OF GORDON COUNTY, GA**, (hereinafter "Buyer"). The Seller and Buyer are sometimes collectively referred to as the "Parties."

### WITNESSETH

**WHEREAS**, Seller and Buyer entered into that certain Offer to Purchase and Contract dated April 15, 2015, (the "Contract") for the Property described therein; and

**WHEREAS**, the Parties desire to amend the Contract as herein provided below.

**NOW, THEREFORE**, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid by Buyer to Seller, the receipt of which is hereby acknowledged, Seller and Buyer hereby agree as follows:

1. In the event of a conflict between the terms of this Amendment and the terms of the Contract, the terms of this Amendment shall govern.

2. All capitalized terms in the Contract shall have the same meaning in this Amendment, except as specifically altered herein.

3. Paragraph 13 of the Contract is amended by extending the date of Closing to on or before August 20, 2015.

4. This Amendment may be executed in any number of counterparts, each of which will constitute an executed original. Signatures to this Amendment transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

5. The Contract, as amended by this Amendment represents the entire agreement between the parties with respect to the subject matter hereof, and there are no other express or implied agreements, oral or written, between the parties, and that the respective parties represent and warrant that he or she is authorized to execute and deliver this Amendment, and that this Amendment will thereby become binding upon Seller and Buyer, respectively.

6. All other terms, conditions, and provisions of the Contract shall remain in full force and effect and the Contract is hereby ratified and reaffirmed by the Parties.

IN WITNESS WHEREOF, the Seller and Buyer have caused this First Amendment to be executed as of the date and year first above written.

SELLER:

**BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation**

WITNESSES:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Terri Murray, Senior Vice President

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESSES:

BUYER:

**BOARD OF COMMISSIONERS OF GORDON COUNTY, GA**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_