

### **Exhibit B**

To the Agreement for Purchase and Sale of Real Property between the Greensboro Batting Center, Inc  
("Buyer") and Guilford County ("Seller")

Notwithstanding any other provision of this Agreement:

1. Seller is not responsible for any Broker Fee, or any other related fee or expenditure. Buyer is responsible for any Broker Fee and any other related fee or expenditure.
2. Seller's obligations are conditioned on compliance with N.C.G.S. 160A-269, including without limitation a deposit of five percent (5%) with the Clerk to the Board of County Commissioners within five (5) business days of when the Board of County Commissioners proposes to accept the Offer, for handling and further disposition in accordance with N.C.G.S. 160A-269 and compliance with the statutory notice and upset bid procedure.
3. There is no earnest money and the provisions related to earnest money do not apply. Instead, a deposit is required in accordance with N.C.G.S. 160A-269. The deposit shall be released to Seller at closing and credited toward the Purchase Price as cash. In the event a valid upset bid is subsequently filed and coupled with a deposit as required by N.C.G.S. 160A-269, Buyer's deposit shall be returned to Buyer.
4. In accordance with N.C.G.S. 160A-269, the Board of County Commissioners may reject this and any other offer at any time during this process, without penalty or further obligation.
5. This Agreement is effective only upon full execution following acceptance by the Guilford County Board of Commissioners. Until such acceptance and execution, Guilford County will have no obligation pertaining to this Agreement.
6. The terms of this **Exhibit B** control over any conflicting terms in this Agreement.
7. Any reference to the Seller's "actual, present knowledge" shall be deemed to be the actual, present knowledge of Matthew Mason, Richard Mosher and/or Eric Hilton.
8. The description of the property to be conveyed and to be used in the Special Warranty Deed shall be the same description contained in Deed Book 6067, Page 2613. In the event Buyer requests a deed of conveyance containing the description of the Property be provided by a metes and bounds description derived from a current survey, Seller shall agree to execute a quitclaim deed to convey the Property with such description.