

## FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

This FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (the "Amendment") is made as of \_\_\_\_\_, **2025**, by and between **City of Dacula, Georgia** ("Seller"), and **Terminus Allied Capital, LLC**, a Georgia limited liability company ("Buyer").

### RECITALS

A. Seller and Buyer are party to that certain Purchase and Sale Agreement dated as of **February 11, 2025** (the "Agreement"), pursuant to which Seller agreed to sell to Buyer, and Buyer agreed to buy from Seller, certain real property located in **Gwinnett** County, Georgia, as more particularly described in the Agreement.

B. Seller and Buyer have agreed to certain amendments to the Agreement as set forth herein.

C. Without execution of this Amendment, Buyer would be forced to terminate the Agreement.

NOW, THEREFORE, for and in consideration of the foregoing, of Buyer's agreement not to terminate the Contract, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer have agreed as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Agreement.

2. Inspection Period. **Purchaser and Seller agree to extend the Inspection Period, as defined in Section 7 of the Agreement, by fifty-three (53) days from its current expiration date on April 14th, 2025 to June 6th, 2025.**

3. **Purchaser and Seller agree to modify the date by which Purchaser shall submit an application by an additional 60 days from May 15th, 2025 to July 14th, 2025 as defined in Section 9 of the Agreement.**

4. Miscellaneous. This Amendment may be executed in multiple counterparts, each of which shall be effective as original but all of which taken together shall constitute one and the same Amendment. Execution of this Amendment by facsimile or PDF shall be effective as original. This Amendment shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to conflicts of laws provisions thereof. Except as expressly amended hereby, the Agreement remains in full force and effect, unmodified.

IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment as of the date first written above.

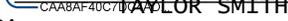
**SELLER:**

**City of Dacula, Georgia**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BUYER:**

**Terminus Allied Capital, LLC**

By:  \_\_\_\_\_  
Name:  \_\_\_\_\_  
Title: Managing Principal