

THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT

This THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT (the "Amendment") is made as of February 5, 2026, 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. Application for Land Disturbance Permit. Buyer shall submit a complete application for a Land Disturbance Permit, with all required plans, drawings and documents to the City on or before April 17, 2026. The application shall include the common area/gathering space for permitting.

3. Closing. The Closing Date shall be extended through and including the earlier of 15 days after the issuance of a Land Disturbance Permit or September 30, 2026, whichever first occurs. Purchaser shall have the right to extend closing by two consecutive (2) thirty (30) day periods. For each such extension, Purchaser shall pay \$15,000 Earnest Money directly to the City that shall be non-refundable but applicable to the Purchase Price.

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: _____