FIRST AMENDMENT TO
AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY
(LAWRENCEVILLE ASSEMBLAGE – GRAVITT)

THIS FIRST AMENDMENT TO AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY (the "**Amendment**"), executed by the undersigned parties, is made effective as of the 23 day of August, 2025 by and between **DANNY H. GRAVITT** ("**Seller**") and **NORTH DTL CC PH1, LLC,** a Georgia limited liability company ("**Buyer**")

W I T N E S S E T H:

WHEREAS, Seller and Buyer entered into that certain Agreement for the Purchase and Sale of Real Property having an Effective Date of August 9, 2024 (the "**Agreement**");

WHEREAS, the Agreement concerns the sale of real property in Gwinnett County, Georgia;

WHEREAS, Buyer received approval from the City of Lawrenceville of the required rezoning pursuant to Section 13.01(a) of the Agreement on June 25, 2025 and the appeal period expired on July 25, 2025; and

WHEREAS, the parties are desirous of amending the Agreement:

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein and the sum of Ten and No/100 Dollars ($10.00) in hand paid by Buyer to Seller, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller hereby amend the Agreement as follows:

1. All capitalized terms used herein will have the meanings ascribed to those terms in the Agreement, unless otherwise specified.

2. The recitals set forth above are incorporated herein as part of this Amendment.

3. Where conflicting, the terms and provisions of this Amendment shall supersede and control over those set forth in the Agreement.

4. Section 2.01 of the Agreement is deleted in its entirety and the following shall be substituted in its place:

> "**Section 2.01 Purchase Price**. The Purchase Price for the Property shall be ONE MILLION TWO HUNDRED TWO THOUSAND AND 00/100 DOLLARS ($1,202,000.00)."

5. Section 2.02 of the Agreement shall be amended to delete the last two sentences therein and the following shall be substituted in its place:

"The Deposit shall become nonrefundable to Buyer as of December 15, 2025, except in the event of (i) a default by Seller, or (ii) the failure of the condition precedent set forth in Section 13.01(C), but remain applicable to the Purchase Price at Closing."

6. Section 4.01 of the Agreement shall be amended to extend the Investigation Period through October 1, 2025.

7. Section 7.01 of the Agreement shall be deleted in its entirety and the following shall be substituted in its place:

"**Section 7.01** **<u>Closing</u>**. Closing (the "<u>Closing</u>") shall take place on or before December 15, 2025 (the "<u>Closing Date</u>"). Buyer may elect to extend the Closing Date for two (2) thirty (30) day periods by (i) providing written notice to Seller on or before the then current Closing Date, and (ii) depositing with Escrow Agent the sum of Five Thousand and No/100 Dollars ($5,000.00) for each such extension (each, an "<u>Extension Deposit</u>"). Each Extension Deposit shall be: (i) nonrefundable to Buyer except for a Seller's Default or a failure of any of the Condition(s) Precedent and (ii) applicable to the Purchase Price at Closing."

8. Section 13.01 of the Agreement shall be deleted in its entirety and the following shall be substituted in its place:

"**Section 13.01** **<u>Conditions Precedent to Closing</u>**. With respect to Closing, Buyer shall not be obligated to close unless each of the following conditions (the "<u>Conditions Precedent</u>") are either fulfilled or waived by Buyer in writing. Buyer shall seek in good faith the following at its own cost and expense:

A. <u>LDP</u>. Buyer's obligation to close under this Agreement is contingent upon Buyer's receipt of a land disturbance permit for the "Assemblage" (as hereinafter defined). Buyer shall be solely responsible for obtaining the LDP and shall bear all costs and expenses in connection therewith; provided, however, that the Seller shall in good faith cooperate with such efforts and Seller shall cooperate with Buyer (and not impede Buyer) in Buyer's pursuit of the LDP, and, as owner of the Property, Seller shall execute such documents as may be required by the City of Lawrenceville and/or reasonably requested by Buyer, within three (3) business days of Buyer's request.

B. <u>Assemblage</u>. Buyer's obligation to close under this Agreement is contingent on Buyer simultaneously closing on those certain parcels of land with Gwinnett County tax parcel nos.: R5146C011, R5145-065, R5145-066, R5145-067, R5145-255, R5145-058, R5145-059, R5146C012, R5146C013, R5146C014, R5145-055, R5145-056, R5145-060, and R5145-068 (collectively, the "<u>Assemblage</u>").

C. <u>Lease Terminations</u>. Buyer's obligation to close under this Agreement is contingent on the termination of any and all leases in effect that may encumber the Property. Seller will deliver the Property in a vacant, broom clean condition."

9. Section 13.02 of the Agreement shall be deleted in its entirety and the following shall be substituted in its place:

> "**Section 13.02** **<u>Failure of any Conditions Precedent prior to Closing</u>**. If any of the Conditions Precedent are not satisfied as of the Closing Date, as may be extended, or if Buyer, in its sole discretion, determines that it will be unable to satisfy the Conditions Precedent on or before the Closing Date, as may be extended, Buyer shall have the right to: (i) terminate this Agreement, whereupon the Deposit and any Extension Deposit shall be promptly returned to Buyer and neither party shall have any further rights or obligations hereunder, except for those matters that expressly survive termination of this Agreement or (ii) waive the Condition Precedent(s) and proceed to Closing. In addition to the foregoing, to the extent that the failure of any Condition Precedent is caused or delayed by Seller's Default, Buyer shall be entitled to pursue its rights and remedies in accordance with the terms of Section 12.02."

10. The provisions set forth in this Amendment shall be binding on the parties hereto and their respective successors and assigns. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

11. The parties agree to accept this Amendment as fully executed upon receipt of counterpart signatures via e-mail. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall, together, constitute one and the same instrument.

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

BUYER:

NORTH DTL CC PH1, LLC, a Georgia limited liability company

Signed by:

By: Ty White
B5AE2040044D4DD...

Name: Ty White

Title: Manager

[Execution Continued on Following Page]

SELLER:

Signed by:
Danny Gravitt
0B9E7A452229418...

DANNY H. GRAVITT