

**SECOND AMENDMENT TO
AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY
(LAWRENCEVILLE ASSEMBLAGE – SIMMONS)**

THIS SECOND AMENDMENT TO AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY (the “**Amendment**”), executed by the undersigned parties, is made effective as of the 12th day of February, 2026 by and between **EVAN MATTHEW SIMMONS and JENNA HUCKABY SIMMONS** (collectively, “**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 November 23, 2024 (the “**Agreement**”);

WHEREAS, Seller and Buyer amended the certain Amendment for the Purchase and Sale of Real Property with the Amendment having an Effective Date of August 23, 2025 (the “**First Amendment**”);

WHEREAS, the Agreement concerns the sale of real property in Gwinnett County, Georgia; 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 7.01 of the Agreement shall be deleted in its entirety and the following shall be substituted in its place:

“Section 7.01 Closing. Closing (the “**Closing**”) shall take place on or before August 31, 2026 (the “**Closing Date**”).

5. 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.

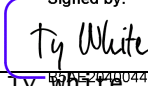
6. The parties agree to accept this Amendment as fully executed upon receipt of counterpart signatures via e-mail. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall, together, constitute one and the same instrument.

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: 
Name: Ty White
Title: Manager

[Execution Continued on Following Page]

SELLER:

Signed by:

Evan Simmons

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EVAN MATTHEW SIMMONS

Signed by:

Jenna Simmons

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JENNA HUCKABY SIMMONS