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

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 31____ day of August, 2025 by and between **H. PARKER GANN, III, AS CONSERVATOR OF THE ESTATE OF H. PARKER GANN, JR.** ("**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 May 23, 2025 (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 July 28, 2025 and the appeal period will expire on August 27, 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 4.01 of the Agreement shall be amended to provide that the Investigation Period shall expire on October 1, 2025.

5. 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 December 15, 2025 (the "Closing Date"). 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 "Extension Deposit"). 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."

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

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

A. Zoning. Buyer's obligation to close under this Agreement is contingent upon successful approval by the City of Lawrenceville of the required rezoning of the Property for Buyer's intended development with all appeals periods having expired with no appeal having been made, or in the event of an appeal, said appeal has been rejected or terminated conclusively in favor of the rezoning of the Property. Buyer shall be solely responsible for the rezoning effort and shall bear all costs and expenses in connection therewith; provided, Seller shall in good faith cooperate with such efforts and shall endorse or, where necessary, execute as the current landowner any and all applications required by the City of Lawrenceville in connection therewith.

B. LDP. 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.

C. Assemblage. 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 "Assemblage").

D. Lease Terminations. 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. After the date the appeals period for the rezoning has expired, as contemplated in Section 13.01(a) above, but not before the Investigation Period ends, Buyer shall provide written notice to Seller that the rezoning is final. Upon receipt of the aforementioned notice, Seller shall serve all existing tenants of the

Property with a sixty (60) day notice to vacate the Property by the Closing Date. On the Closing Date, Seller will deliver the Property in a vacant, broom clean condition.

E. Conservatorship. Buyer's obligation to close under this Agreement is contingent on Seller receiving court approval for the sale of the Property to Buyer from the conservatorship of H. Parker Gann Jr. to the reasonable satisfaction of Buyer's title company. Seller shall diligently pursue satisfaction of this Section 13.01(e)."

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

"**Section 13.02** **Failure of any Conditions Precedent prior to Closing**. 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, less the sum of Eight Thousand and 00/100 Dollars ($8,000) which shall be retained by Seller provided Seller has delivered a sixty (60) day notice to move to all existing tenants of the Property as described in Paragraph 13.01, (d) prior to such termination by Buyer and the Inspection Period has ended, 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."

8. 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.

9. 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:
Harold Parker Gann III
A159437D2987468...

H. PARKER GANN, III, AS CONSERVATOR OF THE ESTATE OF H. PARKER GANN, JR.