

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

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 13th day of February, 2026 (the “**Amendment Date**”) by and between **DANNY H. GRAVITT** (“**Seller**”) and **NORTH DTL CC PH1, LLC**, a Georgia limited liability company (“**Buyer**”).

WITNESSETH:

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, as amended by the First Amendment to Agreement for the Purchase and Sale of Real Property dated August 23, 2025 (the “**Agreement**”); and

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 further 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 A. of the Recitals is deleted in its entirety and the following shall be substituted in its place:

“Seller is the owner of three (3) parcels of real property, consisting of two parcels identified as Tax Parcels #R5145-065 and #R5145-066 (collectively, the “**Phase 1 Land**”) and one parcel identified as Tax Parcel #R5145-067 (the “**Phase 2 Land**”), containing approximately 0.427± acres, 0.437± acres, and 0.455± acres, respectively, and commonly known as 838, 830, and 824 North Clayton Street, Lawrenceville, Gwinnett County (the “**County**”), Georgia. The parcels are more particularly depicted and described on **Exhibit “A”** attached hereto and incorporated herein by this reference. The Phase 1 Land and Phase 2 Land shall be referred to collectively herein as the “**Land**”.”

5. 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 Phase 1 Land shall be

SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$700,000.00) and the Purchase Price for the Phase 2 Land shall be FOUR HUNDRED TWO THOUSAND AND NO/100 DOLLARS (\$402,000.00).

6. Section 2.02(A) 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(A) or (C), but shall be applicable to the Purchase Price at the “Phase 1 Closing” (as hereinafter defined).”

7. Section 7.01 of the Agreement shall be amended as follows:

The first sentence therein shall be deleted and the following shall be substituted in its place:

“There shall be two (2) closings (each, a “**Closing**”) under this Agreement. The Closing of the Phase 1 Land (the “**Phase 1 Closing**”) shall take place on or before May 31, 2026 (the “**Phase 1 Closing Date**”). The Closing of the Phase 2 Land (the “**Phase 2 Closing**”) shall take place on or before August 31, 2026 (the “**Phase 2 Closing Date**”). As used herein, the term “**Closing Date**” shall mean, as applicable, the Phase 1 Closing Date or the Phase 2 Closing Date.”

The last sentence therein shall be deleted and the following shall be substituted in its place:

“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 the Phase 1 Closing.”

8. 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 applicable 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 applicable 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 the applicable 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.”

9. Exhibit “A” to the Agreement shall be deleted in its entirety and replaced with Exhibit “A” attached hereto.

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, as previously amended, 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 facsimile or 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.

[Signatures Begin on Following Page]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Date.

SELLER:

Signed by:

Danny Gravitt

0B9E7A452228418...

DANNY H. GRAVITT

[Execution Continued on Following Page]

BUYER:

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

Signed by:

Ty White

B6AE2040044D4DD...

By: _____

Name: Ty White

Title: Manager

EXHIBIT "A"

LEGAL DESCRIPTIONS

Phase 1 Land:

ALL THAT TRACT or parcel of land lying and being in Land Lot 145 of the 5th Land District, Gwinnett County, Georgia, in the City of Lawrenceville, and being more particularly described as follows::

BEGINNING at the corner of the lot of D. O. Fountain on the East side of Clayton Street and running North along said street 100 feet to a corner with T. K. Mitchell; thence East along the line of said Mitchell 200 feet to corner of the R. A. Cash lot; thence along the cash lot line in a southerly direction 100 feet to line of D. O. Fountain; thence along the line of D. O. Fountain 200 feet to a point on the East side of Clayton Street, WHICH IS THE PLACE OR POINT OF BEGINNING.

And:

All that tract or parcel of land lying and being in the City of Lawrenceville, Gwinnett County, Georgia, on the East side of North Clayton Street, formerly known as the Gainesville Road, being at the Southwest corner of the lot of Walter Purcell, formerly Jesse Townley, thence running Southerly along said street 100 feet to the lands of J. J. Baggett, formerly T. L. Ambrose, thence with the line of J. J. Baggett 200 feet, thence Northerly at a straight line at right angles 100 feet, thence Westerly 200 feet, a straight line to the beginning point with the line of said Purcell. Said lot fronts on the East side of North Clayton Street 100 feet and runs back even width 200 feet, and is bounded now or formerly on the North by lands of Walter Purcell, on the East by lands of E. M. Gunter, on the South by lands of J. J. Baggett, and on the West by North Clayton Street, and being in a Northerly direction from the Seaboard Air Line Railway Depot in said city.

Phase 2 Land:

All that tract or parcel of land lying and being in the State of Georgia, County of Gwinnett, City of Lawrenceville, particularly described as follows: Commencing at a grey rock corner at the lands of Peter Smith and running along the Gainesville Road, also known as North Clayton Street, in a northerly direction to a rock corner; thence in an easterly direction to a rock corner; thence in a southerly direction to a rock corner; thence in a westerly direction to the beginning corner, bounded on the north by the estate of O. L. Fountain; on the east by the lands of Emmett Gunter; formerly owned by S. Corbin; on the south by lands of Peter Smith; on the west by Gainesville Road, or North Clayton Street, on this lot is a five-room house. This is the same property as described in deed from G. T. Gunter to J. J. Baggett, dated April 4, 1928, recorded in the office of the Clerk of the Superior Court of Gwinnett County, Georgia, in Deed Book 42, Page 391.