

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

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 16th day of March, 2026 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, as amended by the First Amendment to Agreement for the Purchase and Sale of Real Property dated August 31, 2025 (the “**First Amendment**”), and as further amended by the Second Amendment to Agreement for the Purchase and Sale of Real Property dated February 13, 2026 (collectively, 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 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 amended to provide that the “Closing Date” shall be extended to August 31, 2026.
5. Section 13.01.D. of the Agreement entitled “Lease Terminations” (as amended by Section 6 of the First Amendment) shall be deleted in its entirety and the following shall be substituted in its place:

“Section 13.01.D. Lease Terminations. Subject to the provisions set forth in this Section 13.01.D., Buyer and Seller acknowledge that Seller may permit tenants to occupy the Property. Buyer’s obligation to close under this Agreement

is contingent upon the termination of any and all leases affecting the Property. No later than sixty-five (65) days prior to the Closing Date (“**Buyer Notice Date**”), Buyer shall deliver written notice to Seller confirming Buyer’s intent to close on the Closing Date (the “**Buyer Notice**”). Within three (3) business days after receiving the Buyer Notice, Seller shall serve all existing tenants with a sixty (60) day notice to vacate the Property by the Closing Date. Upon receipt of the Buyer Notice, Seller shall not permit any additional tenants to occupy the Property who were not occupying the Property at the time the Buyer Notice was received. At Closing, Seller shall deliver the Property vacant and in broom-clean condition. If (x) Buyer fails to deliver the Buyer Notice by the Buyer Notice Date or (y) any tenant fails to vacate the Property by the Closing Date, the Closing shall automatically be extended on a day-for-day basis until Seller delivers the Property vacant and in broom-clean condition or the time periods required under this Section 13.01.D have expired.”

6. 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.

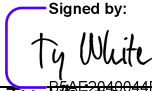
7. The parties agree to accept this Amendment as fully executed upon receipt of counterpart signatures via e-mail. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall, together, constitute one and the same instrument.

[Execution Begins on Following Page]

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
Name: Ty White
Title: Manager

[Execution Continued on Following Page]

SELLER:

Signed by:

Parker Gann

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