

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

This **FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT** (the “**First Amended Agreement**”) is made and entered into as of the 11 day of September, 2024 (the “**Effective Date**”), by and between the **COWETA COUNTY DEVELOPMENT AUTHORITY** (the “**Authority**” or “**Seller**”) and **TOWNWORKS, LLC** (the “**Purchaser**”).

W I T N E S S E T H:

WHEREAS, Seller and Purchaser entered into a Purchase and Sale Agreement dated February 1, 2024 (the “**Agreement**”); and

WHEREAS, Seller and Purchaser wish to mutually amend the Agreement in this First Amended Agreement as is more fully set forth below; and

WHEREAS, is the intention of the Parties that all of the terms of the Agreement not amended by this First Amended Agreement remain in full force and effect;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser and the Authority do hereby agree as follows:

ARTICLE I
Purchase and Sale

1. The recitals set forth above are incorporated herein by reference and made a part of hereof.
2. Paragraph 2.1 of the Agreement is hereby amended to read as follows:

The closing of the purchase and sale and conveyance of the Property (as defined in the Agreement) (the “**Closing**”) shall be held on or before November 12, 2024 (the “**Closing Date**”). The Closing shall take place by mail and electronic mail through the Escrow Agent acting as the closing office.

3. Paragraph 14.13 (D) of the Agreement is hereby amended to read as follows:

Purchaser shall work with Coweta County (the “**County**”) in good faith to allow the County to remain on the Property rent-free as needed to sufficiently conduct its operations for up to two (2) years after Closing; or, alternatively, if mutually agreed upon by the County, the Purchaser shall pay the County additional compensation to lease adequate office space at a location suitable to the County and vacate the Property prior to the two (2) years. Additionally, Purchaser hereby grants the County two (2) additional one (1)-year renewal options to extend the time on which the County may remain on the Property. In the event the County exercises these options, the County shall pay to Purchaser fair market value rent for its continued occupancy of the Property, to be agreed upon by the parties. If the parties cannot agree on a rent rate, the rate will be established by each party obtaining an opinion

from a licensed Georgia realtor on a fair market value rent rate and those rates will be averaged to arrive at the fair market value rent rate for the option terms. It is understood that the County will make every reasonable effort to vacate the Property as soon as possible after Closing.

4. Except as otherwise amended above, the remainder of the Agreement remains in full force and effect.
5. This First Amended Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute but a single instrument. Signatures transmitted by facsimile and e-mail (via .PDF format) shall be treated as original and binding signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

SELLER:

**COWETA COUNTY DEVELOPMENT
AUTHORITY**

By: 
Chairman

ATTEST:

[SEAL]



PURCHASER:

TOWNWORKS, LLC

Signature

Print Name:


KIP 

ATTEST:

[SEAL]

