

5th AMENDMENT TO DEVELOPMENT, PURCHASE AND SALE AGREEMENT

The Development, Purchase and Sale Agreement by and among The Douglas Assets Company ("Purchaser" or "Developer"), Powder Springs Downtown Development Authority ("Seller") and the City of Powder Springs, GA ("City") entered into in August, 2018 ("Agreement") was amended on or about October 8, 2018, January 22, 2019, May 6, 2019, August 29, 2019 and is now hereby amended to extend the Closing as agreed in the previous agreements.

WHEREAS, the parties entered into a First, Amendment, Second Amendment, Third Amendment and Fourth Amendment to the Agreement whereby the commencement of Phase I Construction and Closing Date were extended;

WHEREAS, the terms and conditions of the Agreement cannot be met by the Closing Date, and Purchaser/Developer request an extension of the Closing Date in order to comply with the terms described in the Agreement;

WHEREAS, the Purchaser, Seller and the City remain interested in proceeding with the transaction as contemplated in the Agreement, as amended herein;

For and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, Purchaser, Seller and the City hereby agree to the following amendments:

1. This Fifth Amendment to the Development, Purchase and Sale Agreement ("Fifth Amendment") constitutes an integral part of the existing Agreement, the First Amendment entered into on or about October 8, 2018, ("First Amendment"), Second Amendment to Agreement entered into on or about January 22, 2019 ("Second Amendment"), the Third Amendment to Agreement entered into on or about May 6, 2019 ("Third Amendment"), and the Fourth Amendment entered into on or about August 29, 2019 ("Fourth Amendment") except as modified herein, all terms, conditions, provisions and warranties contained in said Agreement, First Amendment, Second Amendment, Third Amendment and Fourth Amendment are hereby ratified and affirmed and are incorporated herein by this reference.

2. The Closing Date referenced in Paragraph Two of the Fourth Amendment, which extended the Closing Date referenced in Article 9 of the Agreement (originally October 15, 2019) to no later than October 22, 2019, (which was previously amended in the First Amendment, Second Amendment, Third Amendment and Fourth Amendment) shall be amended and replaced with the Closing Date of no later than **DECEMBER 2, 2019**. Nothing herein shall obligate

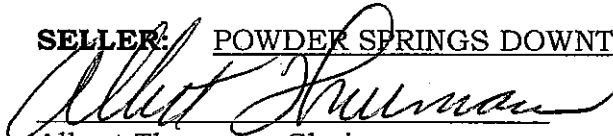
the City to accept the Street for dedication unless and until the City is satisfied that such Street meets the City's standards and conditions of closing as required by the Agreement.

3. Section 8.1 of the Agreement shall be amended as follows: The one year maintenance bond condition referenced in 8.1(a) of the Agreement shall be amended to instead have Seller provide purchaser a two year cash bond. The date for Purchaser to complete the project shall be extended to **OCTOBER 1, 2020**, instead of March 15, 2020. In addition, all terms and conditions of Closing in Section 8.1 of the Agreement as described in Section 8.1 shall remain in full force and effect and shall survive the closing of the property.

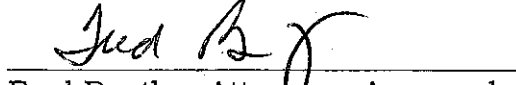
4. This Fifth Amendment may be executed in duplicate parts and electronic copies together shall be treated as an original.

5. In the event of a conflict between the terms of this Fifth Amendment and the terms of the Agreement and/or the First Amendment, Second Amendment, Third Amendment, or Fourth Amendment, then the terms of the Fifth Amendment shall control.

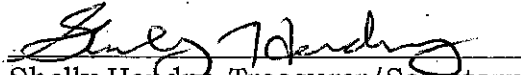
SELLER: POWDER SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY


Albert Thurman, Chairman

Date: 10/21/2019



Fred Bentley, Attorney - Approved as to Form

Date: October 21, 2019


Shelly Hendry, Treasurer/Secretary

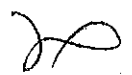
Date: 10/21/2019

PURCHASER: THE DOUGLAS ASSETS COMPANY


Jeff Xie, Managing Member

Date: 10/21/2019

CITY: CITY OF POWDER SPRINGS



Albert Thurman, Mayor

Date: _____

Kelly Axt, Clerk

Date: _____

David Hammock, City Attorney

Date: _____

