

SECOND AMENDMENT TO DEVELOPMENT, PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO DEVELOPMENT, PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into this 30 day of March, 2024 (the "Effective Date") by and between **BRIAN DAVIS AND ANDREA DAVIS**, individuals ("**Purchaser**" and sometimes "**Developer**" as the case may be) and **POWDER SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY**, a public corporation created and existing under the laws of the State of Georgia ("**PSDDA**" or "**Seller**") and The **CITY OF POWDER SPRINGS, GA.** ("**CITY**"). This Agreement is for the purpose of extending the date for achieving a certificate of occupancy for Suite A as prescribed in the DEVELOPMENT, PURCHASE AND SALE AGREEMENT for certain property at 4469 Marietta Street, Powder Springs, Georgia (hereinafter the "Property") and development agreement, respectively concerning the redevelopment of a multi-tenant structure development into a retail establishment for the sale of home furnishings, home decor and a coffee shop.

WHEREAS, DEVELOPER desires to undertake renovation of the Property in accordance with certain concept renderings and floor plan lay outs which are incorporated herein and which represent the plans by which Davis shall substantially follow to complete the redevelopment; and

WHEREAS, PSDDA is the owner of the Property which it purchased for the purposes allowed by the constitutional amendment which created the PSDDA (Ga. L. 1980, p. 2035, as subsequently amended) which it proposes to sell to the DEVELOPER in return for the DEVELOPER's commitments as described hereunder to renovation and open a retail home furnishing and home decor sales business and a coffee shop which is consistent with the goals and objectives of the PSDDA to promote business within the downtown area of Powder Springs, Georgia; and

WHEREAS, Developer understands that the PSDDA has a prior existing lease of certain portions of the building as a construction office to Stratus Construction which will be assigned to Developer; however, Developer understands that PSDDA made no warranties or representations as to the term or lease rentals which are to be assigned and Developer assumes all obligations and risks to its redevelopment timeline relating to such lease;

WHEREAS, the parties entered into a FIRST AMENDMENT to correct the legal description to said Agreement and desire to amend the same in order to correct the scrivener's error;

NOW THEREFORE, FOR AND IN CONSIDERATION OF TEN AND NO/100 DOLLARS AND THE MUTUAL COVENANTS HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, the parties hereto agree as follows:

ARTICLE 8.1.a.

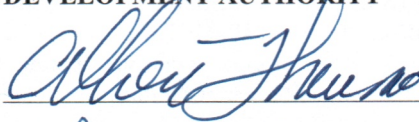
The DEVELOPER had previously agreed pursuant to Article 8.1.a to obtain a certificate of occupancy for Suite A of the building within one year of the date of the closing of the purchase from the Seller the property described in the Revised Exhibit "A" and also being known as 4469 Broad Street, Powder Springs, Georgia. Said closing occurred on June 15, 2023 and thus the Developer is seeking and the Powder Springs Downtown Development Authority agrees to extend the time for obtaining such certificate of occupancy until August 15, 2024 with all other terms and development requirements to remain in full force and effect. The DEVELOPER and Powder Springs Development Authority further agree to allow Developer to remove and preserve the quilt mounted on an enclosed exterior window of the building and to replace said enclosed window with a glass window provided that Developer reattaches the quilt on another part of the building's façade.

All other terms and conditions shall remain in full force and effect.

\SO AGREED, THIS ___ day of March 2024

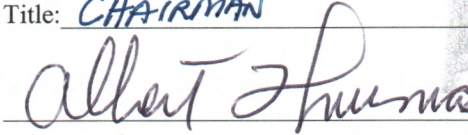
SELLER:

**POWDER SPRINGS DOWNTOWN
DEVELOPMENT AUTHORITY**

 [SEAL]

By: ALBERT THURMAN

Title: CHAIRMAN

 [SEAL]

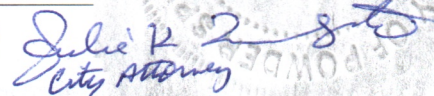
By: Albert Thurman

Title: Mayor

_____ [SEAL]

By: _____

Title: _____

Approved as to form: 
City Attorney

PURCHASER?DEVELOPER:

BY: 

BY: Brian Davis

Title: DEVELOPER