



AMENDMENT TO AGREEMENT

AMENDMENT # 2

Date: 8/31/2023



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Whereas, the undersigned parties have entered into a certain Agreement between PRECISION DIGITAL ("Buyer") and HABERSHAM COUNTY DEVELOPMENT AUTHORITY ("Seller"), with a Binding Agreement Date of 4/7/2023 for the purchase and sale of real property located at: 0 AIRPORT TERMINAL ROAD BALDWIN GA, Georgia 30511 ;and

Whereas, the undersigned parties desire to amend the aforementioned Agreement, it being to the mutual benefit of all parties to do so;

Now therefore, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations paid by each to the other, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to modify and amend the aforementioned Agreement as follows: [Note: The following language is furnished by the parties and is particular to this transaction.]

- 1. The parties agree that the buildable acreage contemplated in the original contract will be reduced to 3.83 acres at the \$45,000 per buildable acre price originally agreed to, for a payment to close of \$172,350. The acreage to be designated as buildable will be those acres identified in the plans exchanged between the parties in the course of negotiations, which are incorporated herein by reference.
2. The parties confirm that the intent of the original agreement amended hereby, which is reaffirmed by this amendment, is that Precision Digital will take title to the parcels with Tax IDs 090-008B, 090-014, 090-015, and the portion of 090-013 that is contiguous with 090-014, comprising 14.46 acres according to the site plans, as a result of this sale.
3. The parties agree that the closing of this sale will be scheduled as soon as possible but in no event more than ten (10) days from the date of execution of this Amendment.
4. The Authority will conduct rough grading of the 3.83 buildable acres within ninety (90) days of the date of closing, which will include any retention pond that may be required to meet City of Baldwin standards. The Authority will bear all costs associated with that grading and that retention pond.

[X] Additional pages (F801) are attached.

It is agreed by the parties hereto that all of the other terms and conditions of the aforementioned Agreement shall remain in full force and effect other than as modified herein. Upon execution by all parties, this Amendment shall be attached to and form a part of said Agreement.

By signing this Amendment, Buyer and Seller acknowledge that they have each read and understood this Amendment and agree to its terms.

Signature of Buyer's Representative: Timothy B... - Member, Buyer's Signature PRECISION DIGITAL

Signature of Seller's Representative: Dail D. Thorton, Seller's Signature HABERSHAM COUNTY DEVELOPMENT AUTHORITY

2 Buyer's Signature

2 Seller's Signature DEVELOPMENT AUTHORITY

[] Additional Signature Page (F267) is attached.

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The Norton Agency, Buyer Brokerage Firm, Broker/Affiliated Licensee Signature

The Norton Agency, Seller Brokerage Firm, Broker/Affiliated Licensee Signature

GMLRA REALTOR® Membership

GMLRA REALTOR® Membership

Acceptance Date. The above Amendment is hereby accepted, ... o'clock ... m. on the date of ... ("Acceptance Date"). This Amendment will become binding upon the parties when notice of the acceptance of the Amendment has been received by offeror. The offeror shall promptly notify offeree when acceptance has been received.





ADDITIONAL PAGE " 2 "

to AMENDMENT to AGREEMENT



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This additional page is a continuation of AMENDMENT TO AGREEMENT dated 8/31/2023

for the Property known as 0 AIRPORT TERMINAL ROAD BALDWIN GA 30511

5. The parties agree that the Authority will have full access to the property following the closing for purposes of conducting the grading work described herein. The parties also agree that their intention with respect to the grading process is to complete the construction site grading work initially and complete the retention pond work thereafter. The Authority acknowledges and agrees that Precision Digital may start construction of its facility on the property prior to the completion of the retention pond and will have unimpeded access to do so. The parties agree that they will cooperate to enable the construction of Precision Digital's facility to begin as soon as possible.

6. The parties agree that strict compliance with the grading obligation described in the foregoing two paragraphs will discharge the Authority of its obligation under the original contract to grade the 7.5 acres described in the initial contract.

7. If under any circumstances the sale fails to close through no fault of Precision Digital or Mr. Barbir, or if the Authority fails to strictly comply with its revised grading obligations set forth in this amendment, the parties agree that the agreement between the parties shall revert to the sale terms as they existed after the execution of the original contract and Amendment #1 thereto and prior to the execution of this amendment, with the Authority having agreed to grade 7.5 buildable acres identified in the initial contract within 60 days of a closing to be completed no later than 6/23/23 and the Authority being in present breach of those terms, unless otherwise agreed by the parties in a subsequent writing.

Buyer's/Tenants Initials: TB

Seller's/Landlord's Initials: SJ

Buyer's/Tenant's Broker's Initials: (or Broker's Affiliated Licensee)

Seller's/Landlord's Broker's Initials: (or Broker's Affiliated Licensee)

