

**SIXTH AMENDMENT TO  
REAL ESTATE PURCHASE AND SALE AGREEMENT**

178 W MAIN STREET  
CARTERSVILLE, GEORGIA

CITY OF CARTERSVILLE ("Seller")  
and  
CITY OVERLOOK CARTERSVILLE, LLC ("Buyer")

This Sixth Amendment to Commercial Real Estate Purchase and Sale Agreement ("Fourth Amendment Agreement") is entered into as of this 5 day of December, 2023, by and between, **CITY OVERLOOK CARTERSVILLE, LLC**, a Georgia limited liability corporation ("Buyer"), as assignee of **WOMACK BROTHERS, LLC.**, a Georgia limited liability corporation and the **CITY OF CARTERSVILLE**, a municipal corporation of the State of Georgia ("Seller").

**RECITALS**

**WHEREAS**, Buyer and Seller entered into a Real Estate and Purchase Sales Agreement on February 16, 2023 (the "Agreement"); and

**WHEREAS**, Buyer and Seller entered into a First Amendment to Purchase and Sales Agreement on May 18, 2023; and

**WHEREAS**, Buyer, with the approval of Seller, assigned its rights to the Agreement to Womack Brothers, LLC on July 6, 2023; and

**WHEREAS**, Buyer and Seller entered into the Second Amendment to Purchase and Sales Agreement on July 6, 2023; and

**WHEREAS**, Buyer and Seller entered into the Third Amendment to Purchase and Sales Agreement on August 10, 2023; and

**WHEREAS**, Buyer, with the approval of Seller, assigned its rights to the Agreement to City Overlook Cartersville, LLC on September 8, 2023; and

**WHEREAS**, Buyer and Seller entered into the Fourth Amendment to Purchase and Sales Agreement on September 19, 2023; and

**WHEREAS**, Buyer and Seller entered into the Fifth Amendment to Purchase and Sales Agreement on October 19, 2023; and

**WHEREAS**, Buyer now wishes to extend the Closing Date, and all other dates after the closing listed on Exhibit B.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the promises and mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree to revise **Item IV. Due Diligence Period**, by extending the closing date, and all other dates after the closing date on Exhibit "B" and by changing **Item IX. Closing** by changing the date of the closing:

**Item IV. Due Diligence Period.** Exhibit "B" entitled Project Schedule is amended by extending the date for the closing to February 2, 2024, and extending all dates after the closing date as listed on Exhibit "B."

**Item IX. Closing.** The purchase of the Property shall be closed on or before February 2, 2024.

All other provisions of the Agreement, First Amendment, Second Amendment, Third Amendment, Fourth and Fifth Amendment not changed herein, shall remain as is.

**IN WITNESS WHEREOF**, the Parties have indicated their acceptance of the terms of this Sixth Amendment Agreement by their signatures below on the dates indicated.

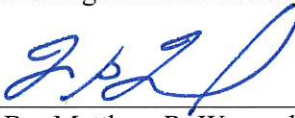
**SELLER:**

**CITY OF CARTERSVILLE, GEORGIA,**  
a municipal corporation

\_\_\_\_\_ [Seal]  
By: Matthew J. Santini, Mayor

**PURCHASER:**

**CITY OVERLOOK CARTERSVILLE, LLC,**  
a Georgia limited liability corporation

 \_\_\_\_\_ [Seal]  
By: Matthew R. Womack, Managing Member

Attest: \_\_\_\_\_  
Julia Drake, City Clerk

**ACKNOWLEDGMENT OF NOTARY PUBLIC**

State of Georgia

County of Bartow, ss.

On this 5 day of December, 2023, before me appeared **CITY OVERLOOK CARTERSVILLE, LLC**, as the **BUYER(S)** of this Fifth Amendment to Commercial Real Estate Purchase Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public Signature: Gewene Womack

Print Name: Gewene Womack

My commission expires: \_\_\_\_\_  
**Gewene Womack**

(Seal) **NOTARY PUBLIC**  
**Bartow County, GEORGIA**

**My Commission Expires 03/29/2026**

**ACKNOWLEDGMENT OF NOTARY PUBLIC**

State of Georgia

County of Bartow, ss.

On this \_\_\_\_\_ day of December, 2023, before me appeared **CITY OF CARTERSVILLE** as the **SELLER(S)** of this Fifth Amendment to Commercial Real Estate Purchase Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

(Seal)

**EXHIBIT "B"**  
**(Project Schedule)**

<b>Due Diligence Period</b> Clear title Zoning/engineering work Site Planning Permitting application	<b>Extended Through and Including July 16, 2023</b>
<b>Submission of conceptual site plans to be approved by city</b>	<b>Extended through and including July 16, 2023</b>
<b>Approval of conceptual site plans by City</b>	<b>July 16, 2023 – October 6, 2023</b>
<b>Closing Date</b>	<b>February 2, 2024</b>
<b>Land disturbance permit issued and demolition and site development to commence</b>	<b>December 19, 2023</b>
<b>Submission of final building and construction plans</b>	<b>March 1, 2024</b>
<b>City Council consideration of final construction plans</b>	<b>March 7, 2024</b>
<b>On-site improvements, demolition, and site grading ready for development completion Construction to begin/building permits issued</b>	<b>August 15, 2024</b>
<b>Construction to begin/building permits issued</b>	<b>September 1, 2024</b>
<b>Estimated completion time for construction</b>	<b>December 1, 2025</b>
<b>Issuance of Certificate of Occupancy</b>	<b>December 15, 2025</b>