

The purpose of this memorandum is to provide a brief synopsis of the major changes between the original MOU with West Third Partners (Doss-Hackett) and the amendment being considered. The purchase price has remained the same at \$1,200,000. The amendment being considered only changes the document under Article II, Transfer of Property. This section primarily deals with the transfer and financing of the deal and the changes are as follows:

Original:

\$200,000 due at closing, with a note in the amount of \$1,000,000.

The Note would bear interest at a rate of **five percent (5%)** per anum.

First payment of \$200,000 due on or before January 1, 2009 with the balance of all unpaid principal and interest must be paid on or before **January 1, 2010**.

No specific TAD reference.

Amendment:

\$100,000 due at closing with a note in the amount of \$1,080,000. (*\$20,000 earnest money due on 3/14/08, which is applied to purchase price*)

The Note would bear interest at a rate of **two percent (2%)** per anum.

Payments to city made based on sales of units. Payment based on **\$13.50** per square foot sold, plus interest. The balance of all unpaid principal and interest must be paid on or before **August 1, 2011**.

New language for TAD financing, which states the city will use due diligence to provide TAD financing up to \$900,000 if practicable. Should TAD monies not be provided and the project does not move forward, the City will refund \$15,000 of earnest money.

**AMENDMENT TO
BINDING MEMORANDUM OF UNDERSTANDING**

THIS AMENDMENT TO BINDING MEMORANDUM OF UNDERSTANDING (the "*Agreement*") is made as of the 14th day of March, 2008, by and between THE CITY OF ROME, GEORGIA, a municipal corporation organized under the laws of the State of Georgia ("*City*") and WEST THIRD PARTNERS, LLC, a Georgia limited liability company ("*WTP*"). The City and WTP are sometimes referred to collectively as the "*Parties*" or individually as a "*Party*".

WITNESSETH:

WHEREAS, the City entered into a Binding Memorandum of Understanding ("*MOU*") with WTP on or about the 4th day of December, 2007; and

WHEREAS, the Parties entered into an Extension Agreement extending the Due Diligence Period through and including the 14th day of March, 2008; and

WHEREAS, the City and WTP desire to amend the Binding Memorandum of Understanding to reflect a modification to the method of payment for the Purchase Price; and

WHEREAS, the Parties intend to amend the Binding Memorandum of Understanding only to the extent specifically set forth herein and all other provisions shall remain in full force and effect; and

NOW, THEREFORE, for and in consideration of the premises and of the covenants hereinafter contained, Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and WTP, intending to be legally bound by the terms contained in the Binding Memorandum of Understanding and the Extension Agreement, and the terms contained in the Agreement hereby, hereby amend the Binding Memorandum of Understanding and agree to the following:

**ARTICLE II
TRANSFER OF PROPERTY**

Section 1 **Purchase Price**. The Purchase Price of the Property shall be \$1,200,000.00 (the "*Purchase Price*"). The Purchase Price shall be paid at Closing as follows:

- (a) by cash or certified bank funds at Closing; or
- (b) \$100,000 in cash or certified bank funds will be delivered at Closing, along with a promissory note in the amount of \$1,080,000.00 (the "*Note*"). The Note shall be in substantially the form set forth in Exhibit "C" attached to the Binding Memorandum of Understanding, except as amended herein. The Note shall bear interest at a rate of Two percent (2%) per annum. WTP shall

begin making payments to the City based upon each and every sale of individual units, condominiums, or undeveloped parcels of land. WTP shall pay to the City \$13.50 per square foot sold plus interest since the date of Closing. For example, should WTP sell a unit of 2,000 square feet, then upon the closing of said unit, WTP shall pay the City 2000 times \$13.50 plus the interest since the date of Closing (as defined herein), or \$27,000 plus interest from the date of Closing. Such payments shall apply to all unpaid principal and interest on the Note. The balance of all unpaid principal and interest shall be due and payable on or before August 1, 2011. In addition to the Note, WTP shall deliver (a) written guarantees of its Members, Thomas F. Hackett and S. David Doss, for the full amount of the Note; (b) a first priority security deed to the Property; and (c) such other closing documents as are reasonably required by the City and are customarily executed in connection with the sale and finance of real property in the State of Georgia.

Section 2 **TAD Financing.** In order to assist WTP with the parking deck infrastructure costs, the City will continue to use its diligence to provide Tax Allocation District (TAD) financing for a fifteen (15) year maximum period in an amount up to \$900,000, or such amount derived from said Project (as defined in the MOU), if practicable based upon recent decisions of the Georgia Supreme Court. Should the City not be able to provide TAD financing, and the Project does not move forward, the City will refund \$15,000 of the \$20,000 Earnest Money paid and deposited on the 14th day of March, 2008.

All other provisions of the Binding Memorandum of Understanding and the Extension Agreement shall remain in full force and effect as if each term was repeated herein *verbatim*.

IN WITNESS WHEREOF, The parties have signed and sealed this agreement the day and year first above written.

Signed, sealed and delivered
in the presence of :

CITY OF ROME, GEORGIA

UNOFFICIAL WITNESS

By: _____(SEAL)
Mayor

NOTARY PUBLIC
My Commission Expires:

Attest: _____(SEAL)
City Clerk

[Signatures continue on next page]

WEST THIRD PARTNERS, LLC

By: _____ (SEAL)

Its: Member

UNOFFICIAL WITNESS

NOTARY PUBLIC

My Commission Expires: