

**SECOND AMENDMENT TO
AGREEMENT FOR PURCHASE AND SALE**

THIS SECOND AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE (this "Amendment") is made and entered into as of the Effective Date (defined below) by and between the **CITY OF PEMBROKE PINES**, a Florida municipal corporation (the "Seller"), and **PROVIDENCE I INVESTMENTS, LLC**, a Delaware limited liability company (the "Buyer").

RECITALS:

WHEREAS, Seller and Buyer entered into that certain Agreement for Purchase and Sale dated January 30, 2019 (the "Agreement"), pertaining to the real property legally described in said Agreement, as amended by that certain First Amendment to Agreement for Purchase and Sale dated April 24, 2019 (the "First Amendment," and collectively with the Agreement, the "Contract"); and

WHEREAS, the Contract is in good standing and in full force and effect, and the parties desire to amend the Contract pursuant to the terms as provided herein.

AMENDMENT

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller and Buyer, the parties do hereby covenant and agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and incorporated by this reference as if fully set forth herein.

2. **Definitions**. Any and all capitalized terms used but not otherwise defined in this Amendment shall have the meanings ascribed thereto in the Contract.

3. **Acknowledgments**. Seller and Buyer agree and acknowledge that (a) the date of "Approvals Application Submittal" (as defined in Section 5(a) of the Agreement) was December 2, 2019, and (b) the expiration date of the Approvals Application Period (as defined in Section 5(b) of the Agreement) is currently December 2, 2020, with Buyer having the right to extend the Approvals Application Period by ninety (90) pursuant to the terms and conditions set forth in Section 5(b) of the Agreement.

4. **Amendments**.

(a) **Approvals Application Period**. The third sentence of Section 5(b) of the Agreement is hereby deleted in its entirety and replaced with the following.

The "**Approvals Application Period**" shall mean the period from the date of the Approvals Application Submittal until **May 31, 2021**, provided that Buyer shall have the right, upon giving notice to Seller no later than fifteen (15) days prior to the expiration date of the Approvals Application Period, to extend the Approvals Application Period (the "**Approvals Application Period Extension**") for an

additional ninety (90) calendar (such that the Approvals Application Period would end on **August 30, 2021** in the event that Buyer exercises the Approvals Application Period Extension).

(b) **Closing Date.** Section 8 of the Agreement is hereby deleted in its entirety and replaced with the following:

If Buyer proceeds with this transaction following the expiration of the Approvals Application Period, the purchase and sale contemplated by this Agreement (“**Closing**”) shall be closed on the date which is thirty (30) days subsequent to the expiration date of the Approvals Application Period (such that the Closing Date shall be **June 30, 2021** in the event that Buyer does not exercise the Approvals Application Period Extension and shall be **September 29, 2021** if Buyer does exercise the Approvals Application Period Extension).

(c) **Contract Assignment.** Section 30 of the Agreement is hereby amended by adding the following sentence at the end of such section:

Additionally, Buyer may assign its rights under this Agreement with respect to the Property to a reputable third-party senior living developer / owner subject to the Seller’s approval.

5. Miscellaneous.

(a) In the event of a conflict between the terms of the Contract and the terms of this Amendment, the terms of this Amendment shall control.

(b) Except as expressly provided in this Amendment, the Contract as hereby amended, remains in full force and effect and is not otherwise modified or amended. The Contract, as hereby modified by this Amendment, is affirmed, confirmed and ratified.

(c) This Amendment may be executed by facsimile/email and in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

(d) The effective date of this Amendment shall be the date upon which the last party to sign has executed this Amendment and delivered same to the other party.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year last written below ("Effective Date").

Witness

Print Name

Witness

Print Name

Sharon F. ZPD

Witness
SHARON F. ZPD

Print Name

Michelle Pierce

Witness
Michelle Pierce

Print Name

SELLER:

CITY OF PEMBROKE PINES, a Florida municipal corporation

By: _____

Name: _____

Title: _____

DATED: _____, 2020

BUYER:

PROVIDENCE I INVESTMENTS, LLC, a Delaware limited liability company

By: Tom Green

Name: TOM GREEN

Title: MANAGER

DATED: SEPTEMBER 23, 2020