

EIGHTH AMENDMENT
TO AGREEMENT FOR PURCHASE AND SALE

WHEREAS, the City of Pembroke Pines (the "Seller") and Turnberry Pines, LLC, a Florida limited liability company ("Buyer") entered into that certain Agreement for Purchase and Sale (the "Agreement") dated September 8, 2014 concerning the real property consisting of +/- 47.5 acres of land in Pembroke Pines, Florida (the "Property").

WHEREAS, the Agreement was amended by that certain First Amendment to Agreement for Purchase and Sale of Real Property (the "First Amendment") which extended the Investigation Period to on or before January 8, 2015; and

WHEREAS, the Agreement was amended by that certain Second Amendment to Agreement for Purchase and Sale of Real Property (the "Second Amendment") which extended the Inspection Period to on or before February 9, 2015 and provided that the purchaser submit its application for formal site plan approval of the Phase I Improvements to Seller on or before April 9, 2015; and

WHEREAS, the Agreement was assigned by Turnberry Pines, LLC, a Florida limited liability company to Terra World Investments, LLC, a Florida limited liability company on February 4, 2015, such that Terra World Investments, LLC, a Florida limited liability company is now referred to as Buyer under the terms of the Agreement; and

WHEREAS, the Agreement was amended by that certain Third Amendment to Agreement for Purchase and Sale (the "Third Amendment") which extended the Inspection Period to on or before March 9, 2015; and

WHEREAS, the Agreement was amended by that certain Fourth Amendment to Agreement for Purchase and Sale (the "Fourth Amendment") which changed to definition of the Phase I Improvements, clarified the purchase price of the residential units and redefined the Phase I Improvements definition within the Agreement; and

WHEREAS, the Agreement was amended by that certain Fifth Amendment to Agreement for Purchase and Sale (the "Fifth Amendment") which provided for the signature of SunTrust Bank, as Trustee under Land Trust Agreement No. 56-02-137-6900246 dated July 10, 2003 (the "Land Trustee"); and

WHEREAS, pertaining only to Phase I (as defined in the Agreement) the Agreement was assigned by Terra World Investments, LLC, a Florida limited liability company to Terra City Center Investments, LLC, a Florida limited liability company on June 9, 2016, such that Terra City Center Investments, LLC, a Florida limited liability company is now referred to as Buyer under the terms of the Agreement pertaining only to Phase I (as defined in the Agreement). Terra World Investments, LLC remains the Buyer

under the Agreement with respect to all of the Property (as defined in the Agreement) less only the portion of the Property comprising Phase I; and

WHEREAS, the Agreement was amended by that certain Sixth Amendment to Agreement for Purchase and Sale (the "Sixth Amendment") which (i) pertaining only to Retail Phase II Sub-Phase (as defined in the Agreement), the Agreement was assigned by Terra World Investments, LLC, a Florida limited liability company to Terra City Center Investments II, LLC, a Florida limited liability company on March 20, 2017, such that Terra City Center Investments II, LLC, a Florida limited liability company is now referred to as Buyer under the terms of the Agreement pertaining only to Retail Phase II Sub-Phase (as defined in the Agreement), and (ii) pertaining only to Residential Phase II Sub-Phase (as defined in the Agreement), the Agreement was assigned by Terra World Investments, LLC, a Florida limited liability company to Terra City Center MF, LLC, a Florida limited liability company on March 20, 2017, such that Terra City Center MF, LLC, a Florida limited liability company is now referred to as Buyer under the terms of the Agreement pertaining only to Residential Phase II Sub-Phase (as defined in the Agreement); and

WHEREAS, the Agreement was amended by that certain Seventh Amendment to Agreement for Purchase and Sale (the "Seventh Amendment") which provided for the legal description, purchase price, and closing date for the closing of the Phase III Sub-Phase of the Property along with an agreement to assign the buyer's rights and obligations pertaining only to the Phase III Sub-Phase of the Property to Terra City Center Investments III, LLC, a Florida limited liability company; and

WHEREAS, Terra City Center Investments III, LLC, a Florida limited liability company does hereby agree to and obligate itself to fully reimburse and repay the Seller for the Seller's share of the Traffic Concurrency Agreement in the amount of \$122,148.00 at the closing on the Phase III Sub-Phase of the Property as Terra City Center Investments III, LLC, a Florida limited liability will directly benefit from the road widening project; and

WHEREAS, Terra City Center Investments III, LLC, a Florida limited liability understands that the conveyance of title for the Phase III Sub-Phase of the Property shall not occur unless the \$122,148.00 has been paid in full to the Seller; and

NOW THEREFORE, in consideration of the mutual covenants, Terra City Center Investments III, LLC, Seller and the Land Trustee do agree to enter into this Eighth Amendment to provide that:

1. The Whereas clauses are hereby ratified and confirmed.
2. The Agreement is hereby amended to provide that Terra City Center Investments III, LLC, a Florida limited liability company shall reimburse the Seller the Traffic Concurrency Agreement fee in the amount of \$122,148.00 at the closing of the Phase III Sub-Phase of the Property.

3. In the event of any inconsistencies between this Eighth Amendment and the Agreement, the provisions contained in this Eighth Amendment shall prevail. In all other respects, the terms and provisions of the Agreement, the First, Second, Third, Fourth, Fifth, Sixth and Seventh Amendments are ratified and confirmed.

SELLER:

**City of Pembroke Pines, a Florida
a Florida municipal corporation**

By: Charles F. Dodge , City Manager
Title: City Manager

Date: _____

And

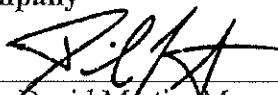
**SunTrust Bank, as Trustee under Land
Trust Agreement No. 56-02-137-6900246**

By: Megan Gazzola
Title: Vice President

Date: _____

PURCHASER:

**Terra City Center Investments III,,
LLC, a Florida limited liability
company**



By: David Martin, Manager

Date: _____