

FIRST AMENDMENT TO
AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("First Amendment") is made to be effective as of this 15 day of March, 2023, by and between LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY, a Florida public body corporate and politic created pursuant to Section 163.356 F.S., or its successors and assigns (hereinafter referred to as "Seller"), and INHABIT PROPERTY GROUP, LLC, a Florida limited liability company and or its assigns, its successors and assigns (hereinafter referred to as "Purchaser").

RECITALS

WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement with an Effective Date of April 13, 2021 (the "Original Agreement") for the following described property;

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

WHEREAS, the parties hereto desire to amend the Original Agreement as set forth herein in order to extend the termination date.

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations herein acknowledged and received, the parties agree as follows:

1. Recitals; Terms. The foregoing recitals are true and correct and are incorporated herein. Capitalized terms not defined herein will have the meaning ascribed to them in the Agreement.

2. Section 17 of the Agreement is hereby amended in its entirety to read as follows:

17. TERMINATION.

17.1. In the event the PURCHASER fails to close on this transaction within two hundred ten (210) days after full execution of this First Amendment by the PURCHASER and SELLER ("Outside Closing Date"), plus any additional time permitted due to delays under this and the Development Agreement attached to this Agreement (as said Development Agreement may be amended from time to time), then the SELLER shall have the right to terminate this Agreement, in which event Escrow Agent shall return the Earnest Money to PURCHASER, and this Agreement shall be of no further force or effect except with respect to those matters that expressly survive termination hereof. Prior to terminating the Agreement, the SELLER shall provide the PURCHASER with thirty (30) days' written notice of its intent to terminate the Agreement ("Termination Notice"). Following receipt of the Termination Notice, the PURCHASER shall have the right to extend the Outside Closing Date for a period of up to ninety (90) days by providing written notice to SELLER within the thirty (30) day period as provided in the Termination Notice. The written notice shall include reasonable proof of PURCHASER's good faith, continuous efforts to comply with the required

conditions prior to closing the transaction. SELLER's consent to such extension shall not be unreasonably withheld.

17.2 The SELLER's Executive Director shall, upon good cause shown by the PURCHASER, extend the Outside Closing Date for a total time period of not to exceed ninety (90) days. Any request to extend the Outside Closing Date beyond ninety (90) days shall be submitted to the SELLER's Board of Commissioners for approval.

17.3 The SELLER shall have the right to terminate this Agreement if the PURCHASER does not close prior to the later of (a) the expiration of the thirty (30) day period stated in the Termination Notice, or (b) the Outside Closing Date (as may be extended pursuant to this Agreement) and upon such termination the Earnest Money shall be released in accordance with Section 17.1 above.

3. Agreement in Full Force and Effect. Except as modified by this Amendment, the Original Agreement shall otherwise remain in full force and effect in accordance with its terms.

4. Counterparts; Electronic Delivery. This Amendment may be executed in counterparts, each of which, when executed, shall be deemed an original. Electronic transmission of signatures of the parties shall be deemed legally binding and enforceable against the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

SELLER:

LAKE WORTH BEACH COMMUNITY
REDEVELOPMENT AGENCY, a Florida public
body corporate and politic created
pursuant to Section 163.356 F.S.

By: _____

Brendan Lynch, Chair

By: _____

Joan Oliva, Executive Director

PURCHASER:

INHABIT PROPERTY GROUP, LLC, a Florida limited
liability company

By: _____

Timothy J. Carey, Manager

Exhibit "A"
Legal Description

(SUBJECT TO VERIFICATION BY SURVEY THAT THE AFOREMENTIONED PARCELS OF REAL PROPERTY ARE:
a) CONTIGUOUS, AND b) CONSTITUTE, IN THE AGGREGATE, ALL REAL PROPERTY WHICH IS THE SUBJECT
OF THE RFP)

Address: 7 North B Street, Lake Worth Beach
Property Control Number: 38-43-44-21-15-501-0040

Address: 15 North B Street, Lake Worth Beach
Property Control Number: 38-43-44-21-15-501-0030

Address: 1602 Lake Avenue, Lake Worth Beach
Property Control Number: 38-43-44-21-15-501-0060