

**FIRST AMENDMENT TO AGREEMENT  
OF SALE AND PURCHASE**

This First Amendment (“**First Amendment**”) to that certain Agreement of Sale and Purchase with an effective date of April 9, 2019 (the “**Agreement**”), entered into by and between **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**, a body corporate and political subdivision of the State of Florida (“**Seller**”), and **LENNAR HOMES, LLC**, a Florida limited liability company (“**Purchaser**”), with the joinder and consent of **JOSEPH M. BALOCCO, JR., P.A.** (hereinafter referred to as “Escrow Agent”) shall read as follows:

1. The capitalized terms used in this First Amendment shall have the same meaning as given in the Agreement unless otherwise changed or altered herein.

2. In the event any Approval initiated or pursued by Purchaser under the Agreement is challenged or appealed by a third party, all dates under the Agreement shall be extended automatically and tolled until such challenge or appeal is fully and finally adjudicated and resolved or, until Purchaser elects or is deemed to have elected to terminate the Agreement. Purchaser and Seller acknowledge that Purchaser has the right to intervene in the challenge or appeal and thereafter, to withdraw from such intervention. Purchaser’s election to not intervene or to withdraw from the intervention, shall be deemed a termination of the Agreement effective as of the date of delivery of written notice thereof to Seller. Upon such termination, the Deposit shall be promptly released by Escrow Agent and allocated between Purchaser and Seller as more fully set forth in Section 18 of the Agreement.

3. If Seller is joined in such third-party challenge or appeal, Purchaser agrees to indemnify, hold harmless and defend Seller, its agents, servants and employees from any and all actual out of pocket costs, and expenses including but not limited to reasonable attorney's fees, reasonable investigative and discovery costs, administrative fees, court costs, appellant’s attorneys’ fees and costs assessed against Seller, if any, and all other sums which Seller, its agents, servants and employees may pay or become obligated to pay on account of Seller being joined in such third-party challenge or appeal (collectively, the “Indemnification Obligations”). Purchaser shall have the right to select legal counsel to defend the Seller (which legal counsel may also represent Purchaser), subject to Seller’s approval of said legal counsel, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, in the event that Purchaser elects or is deemed to have elected to terminate the Agreement as provided for in Section 2 hereof, and if Seller elects to proceed with such defense, the indemnification provided for herein shall be effective only for Indemnification Obligations incurred prior to the date of Purchaser’s termination of the Agreement. If Seller elects to proceed with such defense notwithstanding Purchaser’s termination of the Agreement, Seller shall be liable for all Indemnification Obligations from and after the date of such termination. The entirety of this paragraph shall survive termination of the Agreement.

4. In all other respects where not in conflict herewith the terms and provisions of the Agreement shall remain in full force and effect.

5. This First Amendment may be executed in one or more separate counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall, together, constitute and be one and the same instrument; and, facsimile or electronically submitted

signatures of the authorized representatives of the parties hereto shall be considered original signatures for all intents and purposes.

**IN WITNESS WHEREOF**, the parties have executed this First Amendment as of the day and year as stated below.

**FOR SELLER**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA


ATTEST:

By \_\_\_\_\_  
Heather P. Brinkworth, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

  
\_\_\_\_\_  
Office of the General Counsel

  
\_\_\_\_\_  
Joseph M. Balocco, Jr., Esq.

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**FOR PURCHASER**

(Corporate Seal)

ATTEST:

**FOR LENNAR HOMES, LLC**

By [Signature]  
Vice President, [title]

\_\_\_\_\_, Secretary

-or-

[Signature]  
Witness

Melissa Bivarn  
Witness

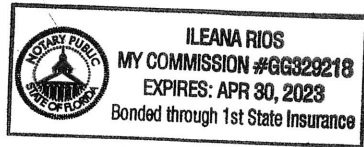
STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22 day of August, 2019 by Carlos Gonzalez on behalf of the Lennar Homes, LLC. X is personally known to me or produced \_\_\_\_\_ as identification and did/did not first take an oath.

My commission expires: 04/30/2023

(SEAL)



[Signature]  
Signature – Notary Public

Ileana Rios  
Printed Name of Notary

GG329218  
Notary's Commission No.