

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "**Amendment**") is dated as of December 5, 2022 by and between **LEMONADE MM NEW PORT RICHEY LLC**, a Delaware limited liability company ("**Seller**") and **CITY OF NEW PORT RICHEY COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the "**Purchaser**").

RECITALS

WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement (the "**Purchase Agreement**") dated as of October 19, 2022, wherein Seller agreed to convey and Purchaser agreed to acquire the real property located at 6128 US Hwy 19, New Port Richey, Florida 34652 (the "**Property**") on the terms and conditions set forth therein; and

WHEREAS, Seller and Purchaser wish to amend certain terms and conditions contained in the Purchase Agreement, as set forth below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Purchaser and Seller hereby acknowledge and agree that all of the recitals set forth hereinabove are true and accurate, and are hereby incorporated as if fully set forth herein.

2. The Purchase Agreement is hereby amended as follows:

The definition of the Closing Date as set forth in Section 1.1 of the Purchase Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

"Closing Date: On or before December 22, 2022."

3. Capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement. References to the Purchase Agreement shall be deemed to refer to the Purchase Agreement as amended by this Amendment.

4. This Amendment shall be binding upon, enforceable by and shall inure to the benefit of the successors and assigns of the parties.

5. This Amendment may be executed in any number of counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, binding on all of the parties. Delivery of an executed counterpart to this Amendment by facsimile or other electronic means (e.g., electronic mail or PDF) shall be effective as delivery of a manually executed counterpart to this Amendment.

6. This Amendment shall be governed by and construed in accordance with the laws of the state adopted under the Purchase Agreement as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies.

7. The Purchase Agreement is in full force and effect and is ratified and confirmed as expressly modified by this Amendment. In the event of a conflict between the terms of the Purchase Agreement and the terms of this Amendment, the terms of this Amendment shall control.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Seller and Purchaser have duly executed this Amendment as of the date set forth above.

SELLER:

LEMONADE MM NEW PORT RICHEY LLC,
a Delaware limited liability company

By: _____
Joshua Anderson, Vice President

PURCHASER:

**CITY OF NEW PORT RICHEY COMMUNITY
REDEVELOPMENT AGENCY,** a public body
corporate and politic

By: _____
Name:
Title:

**ACKNOWLEDGED AND AGREED
BY ESCROW AGENT**

**BRIDGETRUST, AS AGENT FOR FIDELITY
NATIONAL TITLE INSURANCE COMPANY**

By: _____
Name: S. Anslee M. Foster
Title: Vice President