

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (the "Second Amendment"), effective as of this 9th day of April 2021, is made by and between THE STATE OF CONNECTICUT ("Seller"), acting through the Commissioner of Economic and Community Development, with an address and place of business at 450 Columbus Boulevard, Suite 5, Hartford, Connecticut 06103, and RESPLER HOMES, LLC ("Purchaser"), a Connecticut limited liability company, with an address and place of business at 833 Glen Drive, Woodmere, New York 11598. Seller and Purchaser are sometimes hereinafter collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, Seller and Purchaser entered into a certain Purchase and Sale Agreement, dated November 7, 2019, and effective November 13, 2019, as amended by a First Amendment to Purchase and Sale Agreement, dated as of May 20, 2020, and effective May 29, 2020 (collectively, the "Agreement"), pursuant to which Seller agreed to sell, and Purchaser agreed to purchase, certain premises respectively located at 240 Oral School Road, comprised of approximately 39.81 acres, and 0 Oral School Road, comprised of approximately 7.89 acres, in Old Mystic, Connecticut 06355, pursuant to the terms and conditions of the Agreement; and

WHEREAS, the Conditional Approval Date is scheduled to expire on May 13, 2021, and Purchaser has requested to extend such date to November 13, 2022, and Seller has consented to such request, as more particularly set forth in this Second Amendment; and

WHEREAS, the Parties have agreed to amend Section 8, subsection (d) of the Agreement to extend the Conditional Approval Date to November 13, 2022.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby covenant and agree as follows:

1. Capitalized Terms. The capitalized terms used in this Second Amendment shall have the same definitions as set forth in the Agreement to the extent that such capitalized terms are defined therein and not redefined in this Second Amendment.
2. Conditional Approval Date. Section 8(d) of the Agreement is amended to extend the Conditional Approval Date by an additional eighteen months to November 13, 2022.
3. Status Updates. Section 8(a) of the Agreement is hereby repealed in its entirety and the following is inserted in lieu thereof:
 - (a) The Purchaser's obligation to purchase the Property is contingent upon Purchaser obtaining, free from appeal after the expiration of any statutory appeal period or final non-appealable judgment or settlement of any appeal, the approvals, rulings, waivers agreements, documents or releases, as applicable, from any local, regional, state or federal authority or any other agency or board whose approval is required by law or otherwise necessary to develop the Project (collectively the "**Purchaser**

Approvals”). The Purchaser shall use its diligent and reasonable efforts to obtain the Purchaser Approvals. Upon request of Seller, Purchaser shall provide to the Seller copies of documents filed or received by the Purchaser in the course of pursuing Purchaser Approvals and copies of Purchaser Approvals as they are received. Purchaser shall also provide Seller with comprehensive and detailed written status updates regarding its progress in pursuing the Purchaser Approvals. Such updates shall be provided to Seller every three (3) months, commencing June 1, 2021, or upon request of Seller, until such time as all Purchaser Approvals have been received or this Agreement is terminated. Upon Purchaser’s receipt of all Purchaser Approvals, Purchaser shall provide written notice to the Seller that this contingency has been satisfied. Purchaser Approvals shall include but not be limited to the following:

- (1) All governmental approvals and permits that are required from any local, regional, state or federal authority in order to construct the Project as evidenced by issuance of building permits or similar enforceable indicia.
- (2) Any Building Code, Fire Code or similar waivers that may be required to construct the Project.
- (3) Documentation that the Town has amended its Zoning Regulations to provide for and permit, subject to reasonable conditions and approvals, the Project.
- (4) All subdivision approvals the Purchaser determines in its sole discretion are necessary.
- (5) Adequate assurances as determined by the Purchaser in its sole discretion from the Town regarding temporary and permanent easements for utilities necessary for the construction and operation of the Project.
- (6) Adequate assurances as determined by the Purchaser in its sole discretion from the Town of the availability of Tax Increment Financing (“TIF”) in the minimum amount necessary to fund the remediation, infrastructure and public improvements delineated in the Development Agreement, through the approval of a District Master Plan and creation of a TIF District and associated instruments and requirements and in accordance with Applicable Laws.
- (7) Entry into a Development Agreement with the Town for the construction of the Project satisfactory to Purchaser in its sole discretion.

4. Entire Agreement. This Second Amendment sets forth the entire agreement between the Parties with respect to the matters addressed herein. There have been no additional oral or written representations or agreements concerning such matters.

5. Agreement Remains in Effect. Except as herein modified or amended, the provisions, conditions and terms of the Agreement shall remain unchanged and in full force and effect.

6. Inconsistent Provisions. In the case of any inconsistency between the provisions of the Agreement and this Second Amendment, the provisions of this Second Amendment shall govern and control.
7. Authority of Signatories. The individuals executing this Second Amendment on behalf of Seller and Purchaser each warrant and represent to the other party hereto that such individual is duly authorized and has the right to enter into this Second Amendment on behalf of such entity, and that this Second Amendment shall be binding upon the entity for which such individual is signing; provided; however, this Second Amendment shall not become effective until it is approved by the Office of the Attorney General of the State of Connecticut.
8. Counterparts; Facsimile. This Second Amendment may be executed in two or more counterparts (each of which may be transmitted via facsimile or electronic mail in portable document format (PDF)), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[No Further Text. Signature page follows]

IN WITNESS WHEREOF the Parties have executed this Second Amendment as of the date first written above.

Signed in the presence of:

Sharon Hamilton

Name: Sharon Hamilton

Maureen Brierton

Name: Maureen Brierton

Margaria Nemets
Name: Margaria Nemets

Chana Dauman
Name: Chana Dauman

STATE OF CONNECTICUT

By: [Signature]

David Lehman

Deputy Commissioner

Glendowyn Thames

Its: Commissioner of Economic and
Community Development

RESPLER HOMES, LLC

By: [Signature]

Jeffrey Respler


Its: Member

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD) ss.:

Glendowlyn Thames, Deputy Commissioner

On this, the 9TH day of April, 2021, before me personally appeared, **David Lehman**, who acknowledged himself to be the **Commissioner of Economic and Community Development**, and that he as such Commissioner and being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the State of Connecticut by himself as such Commissioner.

IN WITNESS WHEREOF, I hereunto set my hand.



Commissioner of the Superior Court

Notary Public

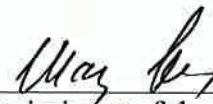
My commission expires: DEC. 31, 2023

New York
STATE OF ~~CONNECTICUT~~)
)
Kings
COUNTY OF ~~HARTFORD~~) ss.:

On this, the 2 day of April, 2021, before me personally appeared, **Jeffrey Respler**, who acknowledged himself to be the Member of **Respler Homes, LLC**, a Connecticut limited liability company, and that he as such Member and being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Member.

IN WITNESS WHEREOF, I hereunto set my hand.

MARGARITA NEMETS
NOTARY PUBLIC, State of New York
No. 01NE6074534
Qualified in Kings County
Term Expires 05/20/2022


Commissioner of the Superior Court
Notary Public
My commission expires:

APPROVED:
William Tong
ATTORNEY GENERAL

Joseph Rubin,
By: Asst. Dep. A.G.  Digitally signed by Joseph Rubin,
Asst. Dep. A.G.
Date: 2021.04.12 14:44:35 -04'00'

Date signed: _____