

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

This First Amendment to Purchase and Sale Agreement (this “First Amendment”), dated as of April __, 2023, is entered into by and between the **TOWN OF RIDGEFIELD**, having an address of 400 Main Street, Ridgefield, Connecticut 06877 (the “**SELLER**”), and **RIDGEFIELD PROFESSIONAL OFFICE PARK, LLC**, having an address of 901 Ethan Allen Highway, Ridgefield, Connecticut 06877 (the “**PURCHASER**”).

WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement dated July 8, 2022 (the “Purchase Agreement”); and

WHEREAS, Seller and Purchaser now desire to amend certain of the terms of the Purchase Agreement upon, and subject to, the terms and conditions set forth in this First Amendment.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Purchase Agreement.

2. The opening sentence of Section 3.1 of the Purchase Agreement is hereby amended and restated to include the *italicized* language as follows and the Purchase Agreement is hereby amended accordingly:

“Section 3.1 Pre-Closing Property Remediation. From the Effective Date to 6:00 p.m. on December 31, 2024 **or the date of closing whichever is earlier**, Seller shall **expeditiously** complete, at its own expense, the Environmental Work. *While the Seller intends to respect the deadlines set forth in this paragraph, delays may occur. In the event the Seller requests additional time to complete the Environmental Work, the Buyer agrees that a request from the Seller to extend a deadline or to extend the extension of a deadline will not be unreasonably denied.* Environmental Work shall mean:...”

The remaining portions of Section 3.1 shall remain unchanged as outlined in the Purchase Agreement.

3. Except as amended by this First Amendment, the Purchase Agreement shall remain in full force and effect.

4. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature on this First Amendment provided by facsimile, in portable document format (PDF), or other electronic transmission, shall be sufficient as an original for all purposes.

IN WITNESS WHEREOF, this First Amendment has been executed as of the date first above written.

PURCHASER:
Ridgefield Professional Office Park, LLC

By:

SELLER:
Town of Ridgefield

By: