

AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE

THIS AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE ("Amendment") is made and entered into as of the 30 day of September, 2019, by and between the TOWN OF DAVIE COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and public politic created pursuant to Chapter 163, Part III, Florida Statutes ("Seller") and FRONTIER VILLAGE DAVIE, LLC, a Florida limited liability company ("Buyer").

RECITALS

A. Buyer and Seller entered into that certain Agreement for Purchase and Sale dated August 21, 2019 ("Agreement")

B. John C. Rayson ("Escrow Agent") desires to resign as escrow agent. Buyer and Seller desire to accept Escrow Agent's resignation and appoint a new escrow agent and amend the Agreement, all pursuant to the terms and provisions of this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, TEN DOLLARS (\$10), and other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the parties, each intending to be legally bound, do hereby agree as follows:

1. The foregoing Recitals are true and are incorporated in this Amendment by this reference.
2. In case of any conflict or ambiguity between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall control to the extent of such conflict or ambiguity.
3. Capitalized terms used herein and not defined shall have the same meaning as set forth in the Agreement unless the context indicates a different meaning.
4. Escrow Agent hereby resigns as escrow agent under the Agreement. Buyer and Seller hereby appoint Becker & Poliakoff, P.A. ("Becker") as the replacement escrow agent under the Agreement and Paragraph 3.1 of the Agreement is hereby modified to reflect that Becker is and shall be the escrow agent. All references to Escrow Agent in the Agreement shall, hereafter, mean Becker. Becker hereby agrees to be Escrow Agent and assumes all responsibilities of Escrow Agent under the Agreement.
5. Escrow Agent shall wire transfer the Deposit to Becker upon the full and complete execution of this Amendment. Becker shall provide Escrow Agent with wire instructions.
6. Paragraph 14.10 of the Agreement is hereby amended by deleting the notice address for Escrow Agent and inserting the following in lieu thereof:

"To Escrow Agent: Becker & Poliakoff, P.A.
1 East Broward Boulevard, Suite 1800
Fort Lauderdale, Florida 33301
Attention: Jennifer Bales Drake, Esquire
or David K. Blattner, Esquire"

7. This Amendment may be executed in one (1) or more counterparts, each of which shall be deemed to be an original document and all of which together shall constitute the same document. Signatures sent by e-mail or other electronic means shall constitute original signatures.

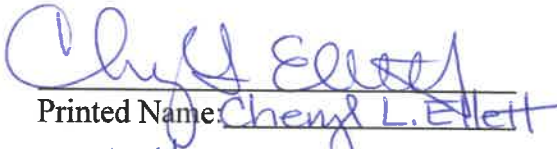
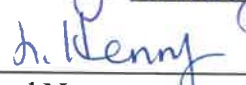
8. Except as modified hereby, the terms and provisions of the Agreement are hereby ratified and confirmed.


IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year set forth above.

Witnesses:

SELLER:

TOWN OF DAVIE COMMUNITY
REDEVELOPMENT AGENCY, a public
body corporate and public politic created
pursuant to Chapter 163, Part III,
Florida Statutes


Printed Name: Cheryl L. Ellett

Printed Name: LEONA HENRY

By: 
Printed Name: Richard J. Lemack
Title: CRA Executive Director
Date: September 30, 2019

BUYER:

FRONTIER VILLAGE DAVIE, LLC, a
Florida limited liability company

Printed Name: _____

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

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Fort Lauderdale, Florida 33301
Attention: Jennifer Bales Drake, Esquire
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8. Except as modified hereby, the terms and provisions of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year set forth above.

Witnesses:

SELLER:

DAVIE COMMUNITY REDEVELOPMENT
AGENCY, a Florida not for profit
corporation

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Printed Name: _____

BUYER:

FRONTIER VILLAGE DAVIE, LLC, a
Florida limited liability company

Printed Name: Kari C. Curtis

By: [Signature]


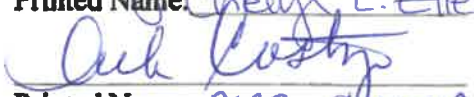
Printed Name: SACHA TOURET

Title: MANAGER

Date: 9/14/2011


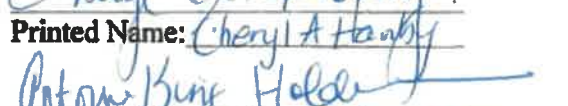
Printed Name: Jennifer Bales Drake

BY EXECUTING THIS AMENDMENT, I CONFIRM MY RESIGNATION AS ESCROW AGENT UNDER THE AGREEMENT.



Printed Name: Cheryl L. Elliott

Printed Name: AUSA COSTA


JOHN C. RAYSON

WE HEREBY ACKNOWLEDGE AND ACCEPT THE ESCROW INSTRUCTIONS SET FORTH IN THE AGREEMENT.


Printed Name: Cheryl A Hanley

Printed Name: Antonia King Hoffman

BECKER & POLIAKOFF, P.A., a Florida corporation

By: 
Printed Name: J. David R. Smith
Title: Shareholder
Date: 9/23/19

Customer Information

Name: JOHN RAYSON ATTY AT LAW
Phone: (954)258-3585

Address: 1031 NE 27TH AVE
POMPANO BEACH
FL 330624221 US

Account Information

Account: BUS_7431
Account Title: JOHN RAYSON ATTY AT LAW
TOWN OF DAVIE ESCROW
ACCOUNT

Requestor Name: JOHN RAYSON

Wire Information

Wire Type: DOMESTIC
Country: US
Currency of Recipient Account: USD
Source: IN PERSON
ID Verification/Type: U.S. DRIVER'S LICENSE (WITH OR WITH
ID Verification/Type: BANK OF AMERICA DEBIT CARD, ATM CAR

Wire Date: 09/30/2019
Wire Amount (USD): 150,000.00
Wire Fee: 30.00

Recipient Information

Recipient Name: BECKER AND POLIAKOFF PA TRUST ACCT
Account Number Type: ACCOUNT NUMBER
Account Number: 4562628620
Address: 1 EAST BROWARD BLVD
SUITE 1800
FORT LAUDERDALE
FLORIDA 33301 US

Bank Name: SYNOVUS BANK
Bank ID: 061100606
Address: 1148 BROADWAY
COLUMBUS
GA 31901 US

Information about payment:

Purpose of Payment:

Additional Phone Advice:

Additional Reference
Information:

FRONTIER VILLAGE DAVIE LLC DEPOSIT

Additional Bank
Instructions:

Customer Approval

I authorize Bank of America to transfer my funds as set forth in the instructions herein (including debiting my account if applicable), and agree that such transfer of funds is subject to this Funds Transfer Agreement (see disclosure pages of this form) and applicable fees. If this is a foreign currency wire transfer, I accept the conversion rate provided by Bank of America at the time the wire is sent. Exchange rates are determined by Bank of America, N.A. in our sole discretion. You may be able to get a better exchange rate if you handle this transaction online instead of in the financial center. Please see the Funds Transfer Agreement for further information regarding our exchange rates. For a Consumer International wire: We rely on you, the customer, to inform us of the currency of the receiving account (denoted under 'Currency of Recipient Account') so that we may disclose the exchange rate for conversion in the wire process. If you chose to send USD rather than the foreign currency of the receiving account, we will honor your choice, however, we will not be able to provide exchange rate information. Additionally, so that we may provide required disclosures, you must remain in the financial center until we provide you the Remittance Transfer Receipt (RTR). If you leave prior to receiving the RTR, we will cancel the international remittance transfer.

Customer Signature



Date of Request 9 / 30 / 19

IMPORTANT: FOR EACH WIRE Indicate Method of Signature Verification: (must complete one of the below)

Not Applicable (check box if no signature verification is required) <input type="checkbox"/>	Signature Card (check box if signature card was reviewed) <input type="checkbox"/>	Business Resolution (check box if business resolution was reviewed) <input type="checkbox"/>	Posted Check# (reference PRO for date guidelines) (complete field below) Check # _____	Leader Exception Granted (leader must place their initials or signature in box below) <div style="border: 1px solid black; height: 30px; width: 100%;"></div> Exception Reason: _____
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FOR BANK USE ONLY: Financial Center Information

Financial Center Name	DAVIE	Date:	September 30, 2019
Company #/Cost Center #:	00075 0005212	Phone #:	954-473-3266
Initiating Associate Name:	WOLF, MARIA	Remittance ID #:	M2XTUEFBW

Funds Transfer Agreement

This is an Agreement between you ("Customer" or "you") and Bank of America, N.A. and its subsidiary banks ("Bank" or "we", "us", etc.)

By requesting the Bank to execute payment orders to transfer funds for you, you hereby agree to the following terms and conditions:

1. The Bank will exercise reasonable efforts to execute all payment orders on the Business Day received, when received prior to our daily deadline which we may establish and change from time to time. "Business Day" means that part of a day during which the Bank is open for the receipt and processing of payment orders. Saturdays, Sundays, and bank holidays are not considered Business Days. You agree that the Bank may handle payment orders received from you and other customer in any order selected by us, and that we may use any means or routes which we, in our sole discretion, consider suitable for the transmission of funds. The Bank shall be under no obligation to make any transfer unless you have on deposit with the Bank in one or more accounts available funds sufficient to cover such transfer, or you present sufficient funds in person at the time of making the transfer request. However, the Bank may, in its sole discretion execute a payment order which causes an overdraft in your account in which case you shall be liable for the overdraft any overdraft fees and interest thereon, as set forth in the Deposit Agreement which governs our account.

The Bank may execute certain payment orders for you known as "Remittance Transfers". A Remittance Transfer is an electronic funds transfer initiated by a consumer primarily for personal, family or household purposes to a designated recipient in a foreign country. Effective on the date set forth in the final rule implementing EFTA (defined below), federal law provides certain rights and obligations related to Remittance Transfers that may differ from rights and obligations that apply to other types of payment orders, including disclosure, cancellation and error resolution rights. To the extent the provisions of this Agreement are inconsistent with the oral or written disclosures provided to you for a Remittance Transfer governed by Section 919 of the Electronic Funds Transfer Act (EFTA), 15 U.S.C. Section 1693o-1, the terms of the disclosures provided at the time of the Remittance Transfer shall govern. Notwithstanding anything to the contrary contained herein, the rights and obligations that apply to Remittance Transfers are set forth in the EFTA and, as applicable, as set forth in New York law.

2. For certain transfers of funds made out of the Bank accounts, we will provide a confirmation to you by mail at the address indicated in our records or through Online Banking if you selected paperless delivery through Online Banking for your deposit account documents. The confirmation will note the date and the amount of the transfer and the bank or institution to which the transfer was made. You agree to examine the confirmation promptly upon receipt and to notify us immediately of any discrepancy between the confirmation and your records. The Bank shall not be liable for interest compensation, as set forth below, unless the Bank is notified of the discrepancy within 30 days from the date of your receipt of the confirmation or your bank statement including the debit for the payment order in question, whichever is earlier.

3. You agree to pay all fees as determined by the Bank's fee schedules for money transfers, which we may change from time to time. You further agree to reimburse the Bank for any actual expenses we may incur to effect or revoke any transfer or perform any related act at your request. In addition, if you specify that your wire transfer should be routed through an intermediary or "send thru" bank, that bank may impose additional charges that will be charged to you.

4. You expressly agree that the Bank shall be liable to you only for our negligent performance or non-performance of the services provided pursuant to the Agreement, and that our responsibility thereunder shall be limited to the exercise of reasonable and ordinary care. The Bank shall not be liable for any error or delay on the part of any third party, including without limitation third parties used by the Bank, in executing any payment order or performing a related act, or for any error or delay in executing a payment order or performing a related act due to any cause other than our own failure to exercise reasonable and ordinary care, and no such third party shall be deemed to be our agent. Further, we shall not be liable to you or any third party for failure to execute any transfer or perform a related act if such failure is due to causes or conditions beyond our reasonable control, including without limitations, strikes, riots, insurrection, war, military, or national emergencies, acts of God, natural disasters, fire, outage of computers or associated equipment, or failure of transportation or communication methods or power supplies. In no event shall the Bank be liable for special, indirect or consequential damages, including, without limitations, loss or damages from subsequent wrongful dishonor resulting from Bank's acts or omissions, except as may be otherwise provided by law. Bank shall not be liable for your attorney's fees, except as required by law. The Bank's liability shall, in the event of delay or failure to transfer, be limited to the interest on the amount transferred in error, plus interest thereon from the date of the transfer until the date of the refund, but not to exceed sixty days. Except as may be limited by applicable law, you agree to indemnify the Bank and hold the Bank harmless (including payment of reasonable attorney's fees) against all liability to third parties arising out of, or in connection with, the terms and conditions of this Agreement or the services provided thereunder or otherwise pursuant to your instructions.

5. (a) This agreement shall be governed by and interpreted according to (i) U.S. federal law and (ii) the law of the state of New York, without reference to the principles of conflicts of law of the U.S. or of such state. (b) Wire transfers to your account or funded from your account or otherwise funded by you may involve one or more funds transfer systems, including, without limitation, Fedwire, Clearing House Interbank Payments System (CHIPS) or through Society for Worldwide Interbank Financial Telecommunication (SWIFT). Accordingly, notwithstanding any choice of law that may be provided elsewhere in this agreement, such wire transfers will be governed by the rules of any funds transfer system through which the transfers are made, as amended from time to time, including, without limitation, Fedwire, the National Automated Clearing House Association, any regional association (each an "ACH"), CHIPS and SWIFT. Funds transfer through Fedwire will be governed by, and subject to, Regulation J, Subpart B, and Uniform Commercial Code Article 4A incorporated by reference thereunder. Wire transfers through CHIPS are governed by, and subject to, CHIPS Rules and Administrative Procedures and by the laws of the State of New York, including Article 4-A of the New York Uniform Commercial Code, regardless of whether the payment message is part of a wire transfer that is a Remittance Transfer, except that in the case of an inconsistency between New York law and EFTA, EFTA shall govern. With respect to payment orders issued executed through SWIFT, the SWIFT operating rules shall govern the payment orders.

6. You are hereby notified that in the event that you provide an incorrect account number or institutional identifying number, and we are not able to recover the funds, you may lose the amount of the payment order.

7. Except with respect to Remittance Transfers, the Bank may at its option accept your cancellations or amendments to a payment order. You acknowledge that if the Bank attempts to cancel or amend then the reversal request or amendment must be agreed to by each financial institution which has accepted a payment order related to the funds transfer at issue before it will be acted upon and further agree that the Bank shall have no liability if a cancellation or amendment is not effected. You agree that you shall indemnify and hold the Bank and offices, directors, employees, and representatives harmless from and against any and all claims, demands, losses, liabilities and expenses, including attorneys' fees and costs, resulting directly or indirectly from compliance with your cancellation or amendment request.

RECALLING AN INTERNATIONAL WIRE TRANSFER

Once an international wire transfer has been sent it cannot be cancelled. You may request an international wire transfer be recalled, and we will communicate your request to the beneficiary's bank. If the beneficiary's bank agrees to return the funds to us, then upon confirmation of receipt of funds in our accounts, we will credit your account at the current Bank of America buy rate for the currency that day. Please note that the exchange rate will be different from the original rate applied to the outgoing wire, which may result in a loss to you. Furthermore, the foreign bank may assess charges for their services, which will be deducted from the amount returned to you. We will have no liability to you if the foreign bank or foreign beneficiary refuses your request to recall the international wire transfer.

RETURNED WIRES

If an international wire transfer is returned by the receiving bank for no fault of ours, we will credit your account at the current Bank of America retail buy rate for that currency that day. Please note that the exchange rate will be different from the original rate applied to the outgoing wire, which may result in a loss to you. Furthermore, the foreign bank may assess charges for their services, which will be deducted from the amount returned to you.

8. In the event that the Bank shall be liable to you for interest compensation hereunder or under applicable law, interest shall be calculated on the basis of the average Federal Funds rate at the Federal Reserve Bank of Richmond for each day of the period involved computed on the basis of a 360-day year and shall be remitted by (1) direct payment to you, or (2) providing a balance earnings credit to your account with us.

9. The Bank will use best efforts to provide oral, written or electronic notice to you of rejection of a payment order on the execution date of the order; provided, however, that the Bank shall not be liable to you for interest compensation for its failure to give such notice.

10. If you send U.S. Dollars to a Non-USD Account, your payment may be converted into Local Currency by an intermediary bank or the receiving bank (and we may receive compensation in connection with any such conversion). We are not responsible for the exchange rate applied by any intermediary bank or the receiving bank.

11. Exchange Rates. Exchange rates are determined by the Bank in our sole discretion, based upon such factors as we determine relevant. The exchange rates provided herein are only available as of the date provided and with respect to the amounts stated herein. Exchange rates fluctuate, at times significantly, and you acknowledge and accept all risks that may result from such fluctuations. We consider many factors in setting our exchange rates, including without limitation, market conditions, exchange rates charged by other parties, our desired rate of return, market risk, credit risk and other market, economic and business factors.

You acknowledge that exchange rates for retail and commercial transactions, and for transactions effected after regular business hours and on weekends, are different from the exchange rates for large inter-bank transactions effected during the business day, as reported in The Wall Street Journal or elsewhere. Exchange rates offered by other dealers, or shown at other sources (including online sources) may be different from our exchange rates. The exchange rate you are offered may be different from, and likely inferior to, the rate paid by us to acquire the underlying currency. We provide all-in pricing for exchange rates. Our rates may include fees, costs, charges, or other mark ups as determined by us in our sole discretion.

In connection with our market making and other activities, we may engage in hedging, including pre-hedging, to facilitate customer transactions and hedge the associated market risk. Such trading may include trading ahead of order execution. These transactions will be designed to be reasonable in relation to the risks associated with the potential transaction with you. These transactions may affect the price of the underlying currency, and consequently, your cost or proceeds. You acknowledge that we bear no liability for these potential price movements. When our pre-hedging and hedging activity is completed at prices that are superior to the agreed upon execution price or benchmark, we will keep the positive difference as a profit in connection with the transactions. You will have no interest in any profits.

We do not accept any liability for our exchange rates. Any and all liability relating to this information and the rates provided herein is disclaimed, including without limitation, direct, indirect, or consequential loss, and any liability if our exchange rates are different from rates offered or reported by third parties, or offered by us at a different time, at a different location, for a different transaction amount, or involving a different payment media (including but not limited to bank-notes, checks, wire transfers, etc.).

Becker & Poliakoff
1 East Broward Blvd., Suite 1800
Ft. Lauderdale, FL 33301



Incoming Wire Instructions

Synovus Bank

1048 Broadway, Columbus, GA 31901

ABA# 061-100-606

****Please ensure routing number is entered as listed above****

Account# 4562628620

Account Name: Becker & Poliakoff, P.A. Trust Account

1 East Broward Blvd. Suite 1800, Fort Lauderdale, FL 33301

**ONLY if International use:
SWIFT CODE: FICOUS44**

IMPORTANT

Reference: Property address/Customer Name

File No. (If available)

**DO NOT DEPOSIT DIRECTLY INTO OUR ESCROW ACCOUNT OR
PROCESS AN ACH TRANSFER.**

NOTE: In order to minimize potential delays in your closing, please ensure that all electronic payments sent to our bank account are in the form of a WIRE TRANSFER. Other forms of electronic payment such as ACH payments, interbank transfers, account to account transfers, and others, are not accepted. Transfer of funds via any form of electronic payment other than a WIRE TRANSFER will likely cause significant delay in your closing.

FRAUD ALERT: Changes in Wire Transfer Instructions during the course of a closing are extremely rare. If you receive revised wiring instructions from Becker & Poliakoff, P.A. that differ from the instructions above, including by means of a letter that is identical to this letter, please contact our offices using the phone number shown on the earliest correspondence you have received from us. Hackers who transmit fraudulent wiring instructions will typically include their own phone number in the correspondence.

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