

FIRST AMENDMENT TO AGREEMENT OF SALE

THIS FIRST AMENDMENT TO AGREEMENT OF SALE (the “**Amendment**”) is made and entered into this 8th day of June, 2024, between the **CITY OF MT. JULIET**, a Tennessee municipality (“**Seller**”), and **TOLL BROS., INC.**, a Pennsylvania corporation (“**Buyer**”).

WHEREAS, Seller and Buyer are parties to that certain Agreement of Sale dated April 17, 2024 (the “**Agreement**”); and

WHEREAS, Seller and Buyer desire to amend the Agreement pursuant to the terms contained herein.

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00) paid by the parties one to the other and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. **Defined Terms.** All capitalized terms not otherwise defined in this Amendment shall have the meaning given such term in the Agreement.
2. **Closing.** Section 4 of the Agreement is hereby deleted and replace with the following:

Subject to Section 16 hereof, Closing shall take place at the offices of McMichael & Gray, PC, 22 Century Boulevard, Suite 450, Nashville, Tennessee 37214, or at such other place as Buyer and Seller may agree upon in writing, upon at least ten (10) days’ prior written notice from Buyer to Seller, on or prior to the date which is thirty (30) days following satisfaction of the conditions to Closing, but in no event later July 16, 2025 (“**Outside Closing Date**”). In the event conditions to Closing have not been met by the Outside Closing Date, Buyer shall have the option to either (i) waive the unmet condition(s) and proceed to Closing in accordance with the terms of this Agreement, or (ii) terminate this Agreement, and the parties shall have no further rights or obligations to the other except as expressly set forth in this Agreement.

3. **Due Diligence Period.** Section 13 of the Agreement is hereby amended to extend the Due Diligence Period through and including October 14, 2024.
4. **Modification.** Except as expressly modified herein, the Agreement shall not be modified hereby, shall continue in full force and effect, and is hereby ratified and reaffirmed.
5. **Miscellaneous.** This Amendment may be executed in two or more counterparts, each of which shall constitute a duplicate original, but all of which shall constitute one and the same instrument. This Amendment may be executed in electronic format (e.g., by e-mail of a signed counterpart in .pdf format) and any such electronic signature and transmission shall be fully binding on the party signing this Amendment in that manner.

IN WITNESS WHEREOF, Seller and Buyer have caused this Amendment to Agreement of Sale to be executed the day and year first above written.

SELLER:

CITY OF MT. JULIET,
a Tennessee municipality

ATTEST:

By: _____
Name: _____

By: _____
Name: _____
Title: _____

BUYER:

TOLL BROS., INC.,
a Pennsylvania corporation

ATTEST:

By: _____
Name: _____

By: _____
Name: _____
Title: _____