FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (the "First Amendment") is made and entered into effective as of _____, 2019 (the "Effective Date") by and between Windward Development LLC (the "Buyer"), and the City of South Portland (the "Seller").

WITNESSETH:

WHEREAS, Seller and Buyer entered into that Purchase and Sale Agreement dated June 22, 2018 (the "Agreement") related to the sale of a certain parcel of real property containing approximately 6 acres and located at 42 O'Neil Street in South Portland, County of Cumberland, State of Maine, as more particularly described in the Agreement;

WHEREAS, pursuant to Section 3 of the Agreement, Buyer requires additional time to obtain all land use approvals necessary to put the Premises to Buyer's intended use;

WHEREAS, the parties desire to amend the Agreement accordingly and as set forth herein;

NOW, THEREFORE, in consideration of the premises and recitals hereinabove set forth, which are incorporated herein by reference, and the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. Terms defined in this First Amendment shall have the same meanings given them in the Agreement unless specifically modified herein.

2. Buyer and Seller hereby amend the Agreement by deleting Section 3 thereof and substituting the following therefor:

   3. Closing Date. The Closing shall take place on May 27, 2020, unless otherwise agreed upon in writing by the parties; provided, however, if Buyer has not, on or before May 27, 2020, obtained all land use approvals (including any rezoning of the Premises) necessary to put the Premises to Buyer's intended use, Buyer shall have the right, by written notice to Seller, to either: (i) terminate this Agreement and receive a prompt refund of the Deposit; or (ii) extend the Closing until such time as Buyer has obtained all such approvals. Notwithstanding anything herein to the contrary, Buyer shall have the right to close prior to May 27, 2020 by giving Seller at least thirty (30) days' prior written notice of Buyer's intent to close prior to May 27, 2020 and the earlier date upon which Buyer wishes to close; and, upon the giving of such notice and without further instrument, the date of Closing shall be adjusted accordingly. Unless otherwise agreed, the Closing shall take place at the office of Seller. It is mutually agreed that time is of the eseence regarding this Section 3.

3. Subject to the specific amendments and agreements set forth in this First Amendment, the Agreement shall remain in full force and effect without modification. The Agreement as amended by this First Amendment, is hereby ratified and affirmed.

4. Execution of this First Amendment may be evidenced by facsimile signatures and/or PDF signatures, each of which shall be deemed an original for all purposes.

BUYER: **WINDWARD DEVELOPMENT LLC**

_____
By: Ed Rowe
Its Member, duly authorized

SELLER: **CITY OF SOUTH PORTLAND**

_____
By: Scott T. Morelli
City Manager, duly authorized