

**SECOND AMENDMENT TO
AGREEMENT FOR SALE AND PURCHASE**

THIS SECOND AMENDMENT TO AGREEMENT FOR SALE AND PURCHASE (“Amendment”), made effective this 31st day of January, 2024 by and between West End Golf Club, Inc. (hereinafter described as “Seller”), and Viking Companies, LLC (hereinafter described as “Purchaser”).

WHEREAS, Seller and Purchaser entered into that certain Agreement for Sale and Purchase dated September 18, 2023, as amended by that certain Amendment to Agreement for Sale and Purchase dated October 24, 2023 (collectively, the “Agreement”) for the purchase of the real property located at in Gainesville, Florida commonly known as West End Golf Club (the “Property”), and

WHEREAS, Seller and Purchaser are interested in working together on a joint venture for the development of the Property that will be in the mutual best interest of the parties.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and the exchange of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Extension of Closing Date.** In consideration for payment by Purchaser of an Additional Deposit of \$25,000.00 within five (5) business days of the full execution of this Amendment by all parties hereto, the parties agree that Paragraph 11.a. of the Agreement shall be deleted in its entirety and replaced with the following;

“11. **CLOSING DATE.**

a. The closing of this transaction shall take place not later than July 31, 2024.”

2. **Release of Additional Deposit.** The parties agree to release (or cause to be released) to Seller the Additional Deposit paid pursuant to this Amendment. Notwithstanding release to Seller, the characteristics of the of the Initial Deposit, the Second Deposit and all Additional Deposits as to applicability to the Purchase Price and refundability shall remain unchanged as originally set forth in the Agreement.

3. **Assignment.** Seller and Purchaser agree that Purchaser may assign this Agreement to Alachua County (or its designee), in its sole and absolute discretion, without further consent or approval.

4. This Amendment shall become effective and binding on the parties only in the event it shall be executed by all of the parties hereto.

5. Seller and Purchaser acknowledge and agree that the Agreement remains in full force and effect without modification except as provided herein in this Agreement.

6. The execution and exchange of duplicates of this Amendment in counterparts and by use of facsimile or PDF/email transmitted signatures shall have the same effect as if originally executed duplicates were exchanged.

7. Seller and Purchaser acknowledge and agree that this Amendment expresses the full and complete agreement between Seller and Purchaser regarding the modification of the Agreement and that any and all oral or written communications regarding the modification of the Agreement between the date of execution of the Agreement and the date hereof are merged herein.

IN WITNESS WHEREOF, WEST END GOLF CLUB, INC. as Seller, and VIKING COMPANIES, LLC, or assigns, as Purchaser, have caused this Amendment to be executed and delivered in their names and on their behalf by their duly authorized representatives as indicated below.

SELLER:
WEST END GOLF CLUB, INC,
a Florida corporation

By:

<i>James Min</i>	dotloop verified 03/25/24 7:07 PM CDT FKK3-YEAT-MSWS-VROZ
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Name: James Min
Its: Director

PURCHASER:
VIKING COMPANIES, LLC,
a Florida limited liability company

By:

<i>Svein Dyrkolbotn</i>	dotloop verified 03/26/24 9:34 AM EDT 9MWK-H8XE-OVTB-MOTP
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Name: Svein H. Dyrkolbotn
Its: Manager