

## **FIRST AMENDMENT TO LAND DISPOSITION AGREEMENT**

This First Amendment to Land Disposition Agreement, which amendment is dated June \_\_, 2023 (“First Amendment”), amends that certain Land Disposition Agreement, dated July 2, 2021 (“Agreement”), by and between the **CITY OF MOUNT VERNON**, a New York municipal corporation with offices at City Hall, 1 Roosevelt Square N, Mount Vernon, New York, 10550 (“City”), and **20 S. 2<sup>ND</sup> SQUARE CMV, LLC**, a New York limited liability company with an office at 21 Lorraine Terrace, #141, Mount Vernon, New York 10553 (“Purchaser,” together with the City, the “Parties”).

### **RECITALS:**

WHEREAS, the Parties are desirous of amending the Agreement to extend the time by which the Conditions Precedent are required to be satisfied or waived pursuant to Article V of the Agreement; and

WHEREAS, the Parties agree that an extension of the Agreement is necessary and desirable in order to facilitate the Project that is the subject of the Agreement.

NOW, THEREFORE, the City and Purchaser agree, as follows:

I. Defined Terms. Unless stated specifically herein to the contrary, all undefined capitalized words in this First Amendment shall have the meanings provided in the Agreement.

II. Amendment to the Agreement.

1. The last sentence of Section 5.1(f) shall be amended so that it shall begin with the words: “In the event that these Conditions Precedent set forth above are not

satisfied or waived by the date which is forty-eight (48) months from the date of this Agreement. . .”

III. Miscellaneous.

1. Except as modified by this First Amendment, there are no other amendments or modifications to the Agreement, and all unchanged terms and conditions set forth in the Agreement are in full force and effect and shall continue to be binding upon the Parties.

2. This First Amendment may be executed in counterparts, and an emailed copy of this First Amendment, as executed, and electronic signatures shall have the same force and effect as the original.

IN WITNESS WHEREOF, the City and the Purchaser have executed this First Amendment as of the date first above written.

CITY OF MOUNT VERNON

By: \_\_\_\_\_  
Name: Hon. Shawyn Patterson-Howard  
Title: Mayor

PURCHASER, 20 S 2<sup>nd</sup> SQUARE CMV,  
LLC

By: \_\_\_\_\_  
Name: Diana Kaye Williams  
Title: Manager CEO and President

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: Brian Johnson  
Title: Corporation Counsel

STATE OF NEW YORK                    )  
COUNTY OF WESTCHESTER        ) ss.:

On the \_\_ day of \_\_\_\_\_, in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Hon. Shawyn Patterson-Howard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK                    )  
COUNTY OF WESTCHESTER        ) ss.:

On the \_\_ day of \_\_\_\_\_, in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Diana Kaye Williams, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public