

**SECOND ADDENDUM TO
COMMERCIAL CONTRACT FOR PURCHASE AND SALE OF
SLUDGE PLANT TO LIBERTY PROPERTY LIMITED PARTNERSHIP
(the "Contract")**

BUYER: **LIMITED PROPERTY LIMITED PARTNERSHIP a Pennsylvania limited partnership, whose principal address is 500 Chesterfield Parkway, Malvern, PA 19355**

SELLER: **CITY OF FORT LAUDERDALE, a Florida municipal corporation, whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301**

This Second Addendum hereby amends and modifies the Commercial Contract and Addendum between Buyer and Seller with an Effective Date of January 10, 2018.

Whereas, the Buyer has requested an extension of its Investigation Period under the Commercial Contract, as amended, of the Sludge Plant, the Seller (or City) and Buyer (or Developer) agree as follows:

1. Both parties acknowledge the Effective Date of the Contract and Addendum is January 10, 2018.
2. Pursuant to Section 5 of the Addendum, the Buyer's Due Diligence Period expires on March 12, 2018.
3. Paragraph 6 of the Addendum allows the parties to extend the Due Diligence Period by written consent. Consequently, both parties consent and agree that the Due Diligence Period is extended forty five (45) days starting from March 12, 2018.
4. Further, the Buyer's Right of Cancellation under paragraph 7 of the Addendum is extended until 5:00 p.m. on the second (2nd) business day after the Due Diligence Period ends and the Closing Date under paragraph 2 of the Addendum is extended until twenty (20) days after the Due Diligence Period ends.
5. Unless modified herein, all other terms and conditions of the Commercial Contract and Addendum remain in full force and effect.
6. All capitalized terms herein shall have the meaning defined in the Commercial Contract and Addendum, unless defined herein.

IN WITNESS WHEREOF, the parties have set their hands and seal the day and year written above.

AS TO BUYER:

WITNESSES

LIBERTY PROPERTY LIMITED PARTNERSHIP, a Pennsylvania limited partnership

By: Liberty Property Trust, its sole general partner

[Witness-print or type name]

By _____

[Witness-print or type name]

By _____

STATE OF PENNSYLVANIA:
COUNTY OF CHESTER:

The foregoing instrument was acknowledged before me this ___ day of _____, 2018, by _____ of Limited Property Trust, as sole general partner of **Liberty Property Limited Partnership**, a Pennsylvania limited partnership. He is personally known to me or has produced _____ as identification and did not take an oath.

(SEAL)

Notary Public, State of Pennsylvania
(Signature of Notary taking Acknowledgment)

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

STATE OF PENNSYLVANIA:
COUNTY OF CHESTER:

The foregoing instrument was acknowledged before me this ___ day of _____, 2018, by _____ of Limited Property Trust, as sole general partner of **Liberty Property Limited Partnership**, a Pennsylvania limited partnership. He is personally known to me or has produced _____ as identification and did not take an oath.

(SEAL)

Notary Public, State of Pennsylvania
(Signature of Notary taking Acknowledgment)

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

AS TO SELLER:

WITNESSES:

CITY OF FORT LAUDERDALE, a Florida
municipal corporation

H. Skouridakis
Katerina Skouridakis
[Witness print or type name]

By: [Signature]
Christopher Lagerbloom
Acting City Manager

APPROVED AS TO FORM:
Cynthia A. Everett, City Attorney

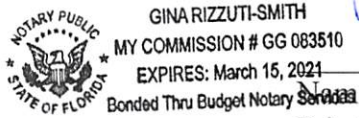
[Signature]
Lynn Solomon, Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

March The foregoing instrument was acknowledged before me this 12 day of
March, 2018, by CHRISTOPHER LAGERBLOOM, Acting City Manager of the CITY
OF FORT LAUDERDALE. He is personally known to me and did not take an oath.

(SEAL)

[Signature]
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)



Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

200 3/12/18
RUSH

Today's Date: 3/12/18

DOCUMENT TITLE: Second Addendum to Commercial Contract for Purchase and Sale of Sludge Plant to Liberty Property Limited Partnership

COMM. MTG. DATE: 1/3/18 CAM #: 17-1548 ITEM #: CR-3 CAM attached: YES NO

Routing Origin: CAO Router Name/Ext: Shaniece Louis / Ext. 5036

CIP FUNDED: YES NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

2) City Attorney's Office # of originals attached: 2 Approved as to Form: YES NO

Date to CCO: 3/12/18 LS
Initials

3) City Clerk's Office: # of originals: 2 Routed to: Gina Ri/CMO/X5013 Date: 3/12/18

4) City Manager's Office: CMO LOG #: Mar 42 Date received from CCO: 3/12/18

Assigned to: L. FELDMAN S. HAWTHORNE C. LAGERBLOOM
L. FELDMAN as CRA Executive Director

APPROVED FOR LEE FELDMAN'S SIGNATURE N/A FOR L. FELDMAN TO SIGN

PER ACM: S. HAWTHORNE (Initial/Date) C. LAGERBLOOM (Initial/Date) PENDING APPROVAL (See comments below)
Comments/Questions: _____

Forward ___ originals to Mayor CCO Date: _____

5) Mayor/CRA Chairman: Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) Date: _____

INSTRUCTIONS TO CLERK'S OFFICE

City Clerk: Retains 0 original and forwards 2 original(s) to: Shaniece Louis/ CAO / Ext. 5036 (Name/Dept/Ext)

Attach ___ certified Reso # _____ YES NO Original Route form to CAO

8/10/80
RUSH

10/20/80

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2

10/20/80