

SEVENTH AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

This SEVENTH AMENDMENT TO AGREEMENT OF PURCHASE AND SALE (“Seventh Amendment”) is made as of the ___ day of April, 2020, by and between the **FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia (“FCRHA”), and **K. HOVNANIAN VIRGINIA OPERATIONS, INC.**, a Virginia corporation (formerly known as K. Hovnanian Homes of Virginia, Inc.) (“Purchaser”).

RECITALS

R-1. The FCRHA and Purchaser entered into the Agreement of Purchase and Sale, dated as of February 5, 2019 (as amended and modified to date, the “PSA”), regarding the sale of a portion of a parcel known as North Hill and defined in the PSA as the “Property.”

R-2. As part of a corporate entity naming restructuring, Purchaser has changed its name from “K. Hovnanian Homes of Virginia, Inc.” to “K. Hovnanian Virginia Operations, Inc.”.

R-3. The FCRHA and Purchaser wish to amend the PSA according to the terms of this Seventh Amendment.

NOW, THEREFORE, in consideration of the Recitals, which are incorporated into this Seventh Amendment by reference, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Any capitalized term used but not defined in this Seventh Amendment shall have the same definition as provided for such term in the PSA.

2. The North Hill Property has been subdivided. Accordingly, pursuant to Section 2(b) of the PSA, **Exhibit A-1** to the PSA is hereby deleted and replaced with the **Exhibit A-1** attached to this Seventh Amendment, and the Land shall refer to the property identified on the **Exhibit A-1** attached to this Seventh Amendment

Commented [WRA1]: NB – Provision may be removed if subdivision not complete by April 2.

3. The PSA is hereby amended by deleting “Twelve Million Eight Hundred Thousand Dollars (\$12,800,000)” in Section 4 of the PSA and replacing such deleted text with [“Eleven Million Four Hundred Fifty Nine Thousand One Hundred Dollars (\$11,459,100)”].

4. The PSA is hereby amended by deleting Section 5(f)(ii) in its entirety and replacing such deleted text with the following:

“(ii) Once Purchaser has assigned its interest in the Site Plan Materials to the FCRHA, Escrow Agent shall return the Deposit to Purchaser.”

5. The PSA is hereby amended by deleting Section 7(d), including Section 7(d)(i) and 7(d)(ii), in its entirety. There will be no adjustment to the Purchase Price pursuant to these now-deleted provisions.

6. The PSA is hereby amended by deleting Section 9(a) in its entirety and replacing it with the following:

“The parties shall consummate the purchase and sale of the Property in accordance with this Agreement (the “**Closing**”) at the offices of Founders Title Agency, Inc. (the “**Closing Agent**”) on a date as determined by this Section 9(a). At any time after August 1, 2019, the FCRHA may, on at least five (5) days’ advance notice to Purchaser (any such notice, a “**Closing Notice**”) establish a date as the date for Closing (as may be further adjusted pursuant to this Section, the “**Closing Date**”), which Closing Date shall in no event be later than the Outside Closing Date (defined below), unless extended by both parties. After sending a Closing Notice, the FCRHA may extend the Closing Date (by any length of time, subject to the Outside Closing Date) by either sending a notice as described in Section 17 or by sending an e-mail to both Martin Rizer (MRizer@khov.com) and Kenneth S. Mahieu (K.Mahieu@khov.com). Closing may not occur later than May 15, 2020 (the “**Outside Closing Date**”). A Closing Notice does not constitute satisfaction or waiver of any condition precedent contained in this Agreement, and the Closing Date shall be automatically extended to allow for the satisfaction of the conditions precedent set forth in Section 8(a)(iii) and 8(b)(i)-(vi), but no later than May 15, 2020. The parties may agree to extend the Outside Closing Date, but neither party is under any obligation to do so. Neither party is required to attend Closing in person. The parties may agree to conduct the Closing in a different location, but neither party is under any obligation to do so.”

7. Except as amended herein, the terms and conditions of the PSA shall be and remain in full force and effect.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties have caused this Seventh Amendment to be executed on the day and year first written above.

FCRHA:

FAIRFAX COUNTY REDEVELOPMENT AND
HOUSING AUTHORITY, a political subdivision of the
Commonwealth of Virginia

By: _____
Name: Thomas Fleetwood
Title: Assistant Secretary

PURCHASER:

K. HOVNANIAN VIRGINIA OPERATIONS, INC.,
a Virginia corporation

By: _____
Name:
Title: