## FIRST AMENDEMENT TO PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AGREEMENT (this "First Amendment") is made effective the ///day of May, 2019, by and between GALLERY 23 EAST, LLC, a Nebraska limited liability company ("Seller") and HUBBELL HOMES OF OMAHA, LLC an lowa limited liability company ("Buyer").

## PREMLIMINARY STATEMENT

Seller and Buyer executed a Real Estate Purchase Agreement dated on or about April 9th, 2019 (the "Purchase Agreement"), pertaining to Seller's sale and Buyer's purchase of the real estate described therein.

Seller and Buyer have agreed to allocate certain additional cost for Buyer to access water service to each of the Lots (as defined in the Purchase Agreement).

NOW, THEREFORE, in consideration of the foregoing, and for the valuable consideration, the receipt and sufficiency of which is herby acknowledged, the parties agree as follows:

- Terms used in this First Amendment with an initial capitalized letter that are not otherwise defined in this First Amendment shall have the meanings ascribed to the in the Purchase. Agreement.
- 2. Upon the Closing of each Lot, Buyer shall pay Seller the amount of Two Hundred and 00/100 Dollars (\$200.00) as payment to access and hook up to water from the City of Fremont to the Lot being purchased. Such cost shall be in addition to the Purchase Price and any other cost and expenses set forth in the Purchase Agreement.
- 3. This First Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement, and any of the parties hereto may execute this First Amendment by signing such counterpart. Signatures transmitted by electronic communications such as facsimile or email shall have the same force and effect as original signatures when transmitted to the other party.
- 4. Seller and Buyer acknowledge and agree that except as amended and modified herein, the Purchase Agreement remains in full force and effect in accordance with its terms and hereby ratify and confirm the same.

IN WITNESS WHEREOF, Seller and Buyer have duly executed this First Amendment to Purchase Agreement as of the year and day first above written.

SELLER: GALLERY 23 EAST, LLC

Mike Cosentino, its Chairman

BUYER: HUBBELL HOMES OF OMAHA, LLC

By:

Dave Vogiaran, Assistant Vice President and Assistant Secretary

Ву:

Nick Dolphens, Assistant Vice President

and Assistant Secretary