

## SECOND EXTENSION OF AGREEMENT NO. 2015-40

This Second Extension of Agreement No. 2015-40 ("Second Extension") is made and entered into by and between TPH Holdings, LLC., ("Contractor") and the City of North Port, Florida, a Florida municipality ("City").

### RECITALS

**WHEREAS**, TPH Acquisition, LLLP dba The Parts House and the City entered into *Agreement No. 2015-40 Onsite Fleet Parts and Inventory*, dated December 14, 2015 ("Agreement"); and

**WHEREAS**, on January 3, 2017, TPH Acquisition, LLLP dba The Parts House assigned all of its benefits, rights, and obligations under the Agreement to Contractor via the correspondence attached as Exhibit A;

**WHEREAS**, the Agreement provides that Contractor will provide the City with the service of parts acquisition operations and management of inventory; and

**WHEREAS**, Section 1.B of the Agreement provides that the first term expires on January 31, 2019 and may be extended for two additional one-year periods by mutual agreement; and

**WHEREAS**, on November 1, 2019 via memorandum, the parties extended the Agreement for one additional one-year period to January 31, 2020; and

**WHEREAS**, Contractor and the City desire to extend the term of the Agreement for a final term of one year pursuant to Section 1.B of the Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants specified herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

#### **1. EFFECTIVE DATE**

This Extension will become effective retroactively on January 31, 2020.

#### **2. INCORPORATION OF RECITALS**

The above recitals are hereby ratified and confirmed as being true and correct, and incorporated herein by reference.

#### **3. EXTENSION**

The parties agree that pursuant to Section 1.B, the Agreement is extended for a final term of one year through January 31, 2021.

#### **3. EFFECT OF EXTENSION**

The parties ratify the terms and conditions of the Agreement not inconsistent with this Second Extension, all of which are incorporated by reference as if set forth fully herein. The effect of this

Section Extension is to the sections of the Agreement as identified herein. Where a section of the Agreement is not identified, the terms as they appear in the Agreement remain and apply.

**4. BINDING EFFECT/COUNTERPARTS**

By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Extension is binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.

**5. AUTHORITY TO EXECUTE**

The signature by any person to this Second Extension shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.

**IN WITNESS WHEREOF**, the parties have executed this Second Extension of Agreement No. 2015-40 on the dates of the signatures below.

**CONTRACTOR  
TPH HOLDINGS, LLC.**

By:   
Name: Richard Kilpatrick  
Title: VP, Fleet and Contract Sales

Date: 2/13/20

**CITY OF NORTH PORT, FLORIDA**

By: \_\_\_\_\_  
Peter D. Lear, CPA, CGMA  
City Manager

Date: \_\_\_\_\_

**ATTEST**

\_\_\_\_\_  
Heather Taylor, CMC  
Interim City Clerk

**APPROVED AS TO FORM AND CORRECTNESS**

\_\_\_\_\_  
Amber L. Slayton  
City Attorney



January 3, 2017

City of North Port  
City of North Port, Public Works  
1100 N. Chamberlain Boulevard  
North Port, Florida 34286  
Attn.: Fleet Manager

RE: Agreement No. 2015-40 Onsite Fleet Parts and Inventory, dated December 14, 2015, between City of North Port ("North Port") and TPH Acquisition LLLP (d/b/a The Parts House) (the "Company") (together with all related agreements, amendments, contracts, exhibits and schedules, the "Agreement")

Dear Sir or Madam:

We are in the process of finalizing a series of transactions (the "Transactions") whereby the Company will transfer control of its existing business to MAIHO III, LLC (the "Buyer"). We are targeting a closing date on or prior to January 31, 2017.

In connection with the Transactions, the Company plans to assign all of its benefits, rights and obligations under its contracts, including the Agreement, to TPH Holdings, LLC, a wholly-owned subsidiary of the Company ("TPH Holdings"), which then will carry on all of the Company's existing business operations (the "Assignment"). Immediately after the Assignment, the Company will sell 80% of its ownership interests in TPH Holdings to the Buyer (the "Change of Control").

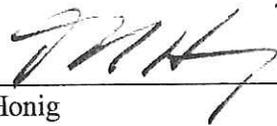
This letter constitutes the Company's request that North Port consent to the Assignment and/or the Change of Control, to the extent that such consent of North Port to the Assignment and/or the Change of Control is required under the Agreement. Please indicate your consent by signing where indicated below. With your signature, you acknowledge and agree that: (1) you are authorized to execute and deliver the consent provided hereunder on behalf of North Port; and (2) such consent and the Agreement will remain in full force and effect, without regard to when the closing of the Transactions occurs, provided that, if the closing of the Transactions does not occur, such consent will terminate and be of no further force and effect.

After executing, please return a signed copy of your signature page to me by email to [dhonig@thepartshouse.com](mailto:dhonig@thepartshouse.com) or by fax to (904) 301-1279.

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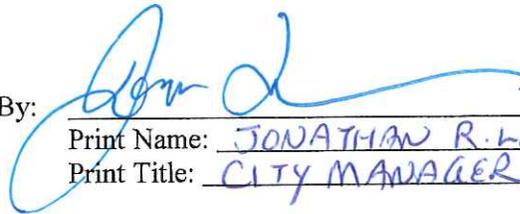
Please let me know if you have any questions regarding the foregoing (phone: (904) 731-3034, ext. 80205). We appreciate your cooperation.

Very truly yours,

  
\_\_\_\_\_  
David Honig

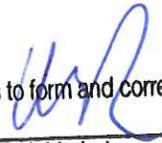
ACCEPTED AND AGREED as of the 1<sup>st</sup> day  
of January, 2017:

City of North Port

By:   
Print Name: JONATHAN R. LEWIS  
Print Title: CITY MANAGER

ATTEST:

  
\_\_\_\_\_  
Patsy C. Adkins, MMC  
City Clerk

Approved as to form and correctness  
  
\_\_\_\_\_  
Mark Moriarty