

EXHIBIT 1

[Amendment]

(see attached)

**SECOND AMENDMENT TO AGREEMENT OF PURCHASE AND SALE
(BARLETT LAKES APARTMENTS)**

THIS SECOND AMENDMENT TO AGREEMENT OF PURCHASE AND SALE (this "Amendment") is executed as of May 11, 2020, by and between N. Neville Reid, not individually but solely as Receiver ("Receiver"), appointed on September 12, 2019 by the United States District Court for the Northern District of Illinois in Case No. 19-cv-5957, and Monument Capital Management IV, LLC, a Florida limited liability company ("Purchaser"). Purchaser and Receiver are sometimes each referred to as a "Party" and collectively referred to as the "Parties."

RECITALS:

- A. The Parties have previously entered into that certain Agreement of Purchase and Sale dated January 27, 2020, as amended by that certain First Amendment to Agreement of Purchase and Sale dated March 20, 2020 (together, as it heretofore has or hereafter may be amended from time to time, including pursuant to the First Amendment thereto and this Amendment, the "Purchase Agreement") pursuant to which Receiver shall, pursuant to and subject to the terms thereof, cause the Property to be sold to Purchaser.
- B. On March 31, 2020, Receiver obtained the Sale Order described in Section 12 of the Purchase Agreement.
- C. In light of the current COVID-19 situation, Purchaser has requested an adjustment to the Purchase Price, and Receiver is willing to agree to the same, subject to the terms and conditions set forth in this Amendment.
- D. The Parties have agreed to amend certain provisions of the Purchase Agreement pursuant to the terms and conditions herein provided in this Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the Parties hereby agree as follows:

- 1. Definitions. All capitalized terms used herein and not otherwise defined in this Amendment shall assume the meanings ascribed to them in the Purchase Agreement.
- 2. Purchase Price. The Purchase Price is adjusted to the amount of Seventeen Million Eight Hundred Thousand and no/100 Dollars (\$17,800,000.00).
- 3. Earnest Money. Purchaser shall, within two (2) business days after the full execution and delivery of this Amendment, deposit with the Escrow Company, as escrow agent, the amount of Two Hundred Fifty Thousand and no/100 Dollars (\$250,000.00) (the "Second Additional Earnest Money Deposit"), which Second Additional Earnest Money Deposit shall be in the form of a wire transfer of immediately available United States of America funds. The Second Additional Earnest Money Deposit, together with the Earnest Money previously deposited by Purchaser with the Escrow Company in the amount of Four Hundred Thousand and no/100 Dollars (\$400,000.00), shall constitute the Earnest Money under the Purchase Agreement which,

following Purchaser's deposit of the Second Additional Earnest Money Deposit and for all purposes under the Purchase Agreement, is the sum of Six Hundred Fifty Thousand and no/100 Dollars (\$650,000.00).

4. Closing Date. The Closing Date is amended to be the date which is the later of (i) June 15, 2020, or (ii) five (5) business days after the date Receiver obtains the Final Amended Order described in Section 5 of this Amendment, or sooner by mutual agreement of the Parties. Purchaser hereby waives its options to extend the Closing Date pursuant to Section 4.5 of the Purchase Agreement.

5. Court Approval Contingency. In light of the adjustment to the Purchase Price set forth herein, Receiver is required, under the Receivership Order, to obtain the further approval of the Court to the adjusted Purchase Price described herein and the other terms and conditions of this Amendment. Accordingly, Receiver and Purchaser agree that the Purchase Agreement, as modified by this Amendment, and the obligations of Receiver and Purchaser to consummate the transaction described in the Purchase Agreement, are expressly subject to and conditioned upon approval of the Court in the SEC Proceedings to all of the terms and conditions set forth in this Amendment (such condition being referred to as the "Further Court Approval Contingency"). Within five (5) business days following the full execution and delivery of this Amendment, Receiver will file a motion seeking approval of this Amendment and the conveyance of the Property by Receiver to Purchaser as set forth in the Purchase Agreement, as amended by this Amendment (the "Amended Sale Motion"). The Amended Sale Motion shall seek entry of an order (the "Amended Sale Order") reasonably acceptable to the Parties and the Title Company authorizing the conveyance of the Property by Receiver to Purchaser as set forth in the Purchase Agreement, as amended by this Amendment. Upon the Amended Sale Order becoming final and non-appealable, including by virtue of expiration of the 30-day appeal period applicable thereto under the Federal Rules of Appellate Procedure, it shall be a "Final Amended Order". If the Amended Sale Motion is denied by the Court or the Receiver is otherwise unable to obtain the Final Amended Order, then such denial or inability shall not be deemed to be a default by Receiver under the Purchase Agreement, but rather the failure of a condition precedent, and in such event, either Purchaser or Receiver shall have the right to terminate the Purchase Agreement at any time thereafter by delivering written notice of said termination to the other Party. Further, if Receiver is unable to obtain the Final Amended Order by July 10, 2020, Purchaser shall have the right to terminate the Purchase Agreement at any time thereafter by delivering written notice of said termination to Receiver (it being understood that Receiver's inability to obtain the Final Amended Order by July 10, 2020 shall not be deemed to be a default by Receiver under the Purchase Agreement, but rather the failure of a condition precedent). Upon any termination pursuant to this Section 5, the Earnest Money will be returned to Purchaser and, except for the Surviving Obligations, neither Receiver nor Purchaser shall have any further rights or liability occurring hereunder after said termination.

6. Entire Agreement; Conflict. Except as otherwise amended by the terms of this Amendment, the Purchase Agreement shall continue to be in full force and effect as originally written. In the event of conflict between the terms and conditions of this Amendment and the terms and conditions of the Purchase Agreement, this Amendment shall control and govern in all respects.

7. Multiple Counterparts. This Amendment may be executed in multiple counterparts and by facsimile or e-mail (e.g., pdf), each of which shall be deemed to be an original, and together which shall constitute one and the same instrument.

[Rest of page blank; signature page follows.]

IN WITNESS WHEREOF, the Parties have executed or caused this Amendment to be executed and delivered as of the day and year first above written.

PURCHASER:

Monument Capital Management IV, LLC,
a Florida limited liability company

By: 
Name: Raman Cetona
Its: Manager

RECEIVER:

N. Neville Reid, not individually but solely as
Receiver appointed on September 12, 2019 by
the United States District Court for the Northern
District of Illinois in Case No. 19-cv-5957

IN WITNESS WHEREOF, the Parties have executed or caused this Amendment to be executed and delivered as of the day and year first above written.

PURCHASER:

Monument Capital Management IV, LLC,
a Florida limited liability company

By: _____
Name: _____
Its: _____

RECEIVER:

A handwritten signature in black ink, appearing to read "N. Neville Reid", is written over a horizontal line.

N. Neville Reid, not individually but solely as
Receiver appointed on September 12, 2019 by
the United States District Court for the Northern
District of Illinois in Case No. 19-cv-5957