

**FIRST AMENDMENT TO AGREEMENT OF PURCHASE AND SALE  
(BHV 2201, LLC sale to City of Fort Lauderdale)**

**THIS FIRST AMENDMENT TO AGREEMENT OF PURCHASE AND SALE** (this “**First Amendment**”) is made effective as of July 1, 2024 (the “**Effective Date**”) by and between **BHV 2201, LLC** (“**Seller**”) and **THE CITY OF FORT LAUDERDALE, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA** (“**Purchaser**” or “**City**”).

**RECITALS:**

A. Seller and Purchaser entered into that certain Agreement of Purchase and Sale dated as of July 1, 2024 (the “**Purchase Agreement**”), pursuant to which Seller agreed to sell the Property, on the terms and conditions set forth in the Purchase Agreement. Unless otherwise defined herein, all initially capitalized terms have the meaning assigned to such terms in the Purchase Agreement.

B. Seller and Purchaser have agreed to modify the Purchase Agreement in certain respects, all as more particularly set forth in this First Amendment.

NOW THEREFORE, for and in consideration of the recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties do hereby agree as follows:

1. **Condition to Closing.** The Survey has revealed that the existing building (the “**Structure**”) is permanently affixed to the Property and crosses the boundary line onto adjacent property owned by the Seller. It will be a condition precedent to Purchaser’s obligation to purchase the Property that the existing structure shall be demolished and the debris, materials and all trash removed from the Property and disposed of in accordance with all rules, regulations and laws. Said removal shall occur on or before August 30, 2024. If the Structure is not removed on or before, August 30, 2024, the Purchaser reserves the right to remove the existing Structure prior to closing and waive this obligation as a condition to close. Purchaser shall have a right to access the Property and adjacent property owned by Seller to accomplish removal of the Structure.

2. **Miscellaneous.** The Purchase Agreement, as amended hereby, is hereby ratified, confirmed and deemed in full force and effect. The Purchase Agreement is amended wherever necessary in order to give effect to the terms of this First Amendment. This First Amendment may be executed in multiple counterparts, each of which will be deemed an original, but together will constitute one instrument. Each party may rely upon a facsimile or “pdf” counterpart of this First Amendment signed by the other party with the same effect as if such party had received an original counterpart signed by such other party.

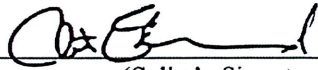
**[Remainder of Page Intentionally Blank]**

Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
Christopher Gertz  
  
\_\_\_\_\_  
Eric Rajchel


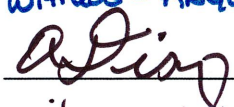
SELLER:

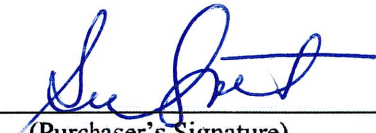
**BHV 2201, LLC**

By:   
\_\_\_\_\_  
(Seller's Signature)  
Printed Name: Cabot Edewaard  
Title: Manager  
Date: July 19, 2024

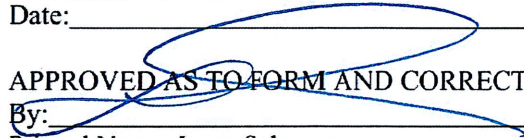
PURCHASER:

**THE CITY OF FORT LAUDERDALE, A  
MUNICIPAL CORPORATION OF THE STATE OF  
FLORIDA**

  
\_\_\_\_\_  
WITNESS - ANGELA SELMON  
  
\_\_\_\_\_  
WITNESS - Andrew Diaz

By:   
\_\_\_\_\_  
(Purchaser's Signature)  
Printed Name: Susan Grant  
Title: Fort Lauderdale Acting City Manager  
Printed Address: 101 NE 3<sup>rd</sup> Avenue, Suite  
2100, Fort Lauderdale,  
FL, 33301  
Date: \_\_\_\_\_

APPROVED AS TO FORM AND CORRECTNESS:

By:   
\_\_\_\_\_  
Printed Name: Lynn Solomon  
Title: Assistant City Attorney Date: \_\_\_\_\_  
7/23/2024