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

witness - ANGELA SELMON

witness- Andrew Diaz

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

By: _____
(Purchaser's Signature)
Printed Name: Susan Grant
Title: Fort Lauderdale Acting City Manager
Printed Address: 101 NE 3rd 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