

FIRST AMENDMENT TO EXCLUSIVE RIGHT OF SALE LISTING AGREEMENT

THIS FIRST AMENDMENT TO EXCLUSIVE RIGHT OF SALE LISTING AGREEMENT (the “**First Amendment**”) is made and entered into as of January 29, 2018 (the “**Effective Date**”), by and between PRIME REALTY ADVISORY GROUP, INC., a Florida corporation (the “**Broker**”) and the HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic (the “**Seller**”).

R E C I T A L S

1. The Seller and the Broker entered into that certain Exclusive Right of Sale Listing Agreement dated December 30, 2015 (the “**Original Agreement**”), as amended by that certain side letter dated December 20, 2017 (the “**Side Letter**” and, collectively, with the Original Agreement, the “**Agreement**”).

2. The Broker and the Seller desire to incorporate certain modifications into the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in this First Amendment and the Agreement, the adequacy of which is hereby acknowledged, the Broker and Seller agree as follows.

Section 1. **Recitals**. The foregoing recitals are true and correct and incorporated herein by this reference. All defined terms not defined in this First Amendment shall have the meanings set forth in the Agreement.

Section 2. **Termination Date**. The Broker and Seller agree to extend the Termination Date from February 28, 2018 to the date that all closings for the In-Fill Housing Project Phase II are completed.

Section 3. **Additional Services**. In addition to the services provided by Broker as set forth in the Agreement, the parties agree that the Broker shall also act as a buyer’s broker for Seller, as directed by Seller from time to time. In acting as a buyer’s broker, Broker shall, among other things, (a) identify properties for purchase by the Seller, (b) enter into negotiations with the sellers of such properties and (c) present purchase offers to such sellers on behalf of the Seller. In the event that the Seller closes on the purchase of any properties where Broker is acting a buyer’s broker and is the procuring cause of such purchase, the Broker shall be compensated as follows:

(i) If the property is not listed for sale with another broker, Seller shall pay Broker a commission in the amount of three percent (3%) of the gross purchase price.

(ii) If the property is listed for sale with another broker, Broker shall accept the commission paid to it by the broker on a cooperative basis; provided, however, if such is less than three percent (3%) of the gross purchase price, the Seller shall pay the difference so that the Broker receives an aggregate commission equal to three percent (3%) of the gross purchase price.

Section 4. In-Fill Housing Project Phase III. The parties acknowledge and agree that the Seller may further amend this Agreement to authorize Broker to provide services in connection with the purchase and sale of properties in connection with the In-Fill Housing Project Phase III.

Section 5. Termination by Seller for Convenience. Notwithstanding anything in this Agreement to the contrary, the Seller shall have the right, for whatever reason and in its sole discretion, to terminate this Agreement without penalty or liability by providing the Broker with thirty (30) days' written notice thereof. Upon such termination, this Agreement shall be null and void, except that the Broker shall be entitled to payment of commissions for any pending sales or purchases for which Broker is entitled to a commission under this Agreement and the applicable purchase contract. The Broker acknowledges and agrees that the Broker shall not be entitled to, and hereby waives any claims for, any damages in the event that the Seller exercises its termination right hereunder including, but not limited to, any consequential or punitive damages.

Section 6. Conflicts. Except as expressly modified herein by this First Amendment, the provisions of the Agreement remain unmodified and in full force and effect and are hereby ratified by the parties. In the event of any conflict between the terms and provisions of this First Amendment and the terms and provisions of the Agreement, the terms and provisions of this First Amendment shall control.

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned have caused the execution hereof as of January 29, 2018.

BROKER:

PRIME REALTY ADVISORY GROUP, INC.
a Florida corporation

By: _____
Dawn Williams-Bobo
President

SELLER:

HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY,
a public body corporate and politic

By: _____
Roger M. Carlton
Executive Director

Attest:

By: _____
Mario Bataille, CMC
HBCRA Clerk

Approved as to form and legal sufficiency:

By: _____
GrayRobinson, P.A.
HBCRA Attorney