



FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT BETWEEN ARCELAYS FUNERAL SERVICES LLC AND BROWARD COUNTY

This First Amendment ("Amendment") is entered into between BROWARD COUNTY, a political subdivision of the State of Florida ("Purchaser"), and ARCELAYS FUNERAL SERVICES LLC, a Florida limited liability company ("Seller") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Parties entered into a Purchase and Sale Agreement dated May 6, 2025 (the "Agreement"), which sets forth the terms and conditions of the sale of property located in Broward County, Florida, identified by folio number 5042 05 06 0830 and as more fully described in Exhibit 1 to the Agreement.

B. The Parties now desire to amend the Agreement to extend the Inspection Period through and including September 5, 2025.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Unless otherwise expressly stated herein, amendments to the Agreement made pursuant to this Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. Section 8.1 of the Agreement is amended as follows:

8.1 Inspection Period. The Purchaser may have the Inspection Period (defined below) to conduct physical and title inspections of the Property and any other due diligence regarding the Property. The Purchaser may enter the Property consistent with the below-stated provisions to assist the Purchaser in determining whether to proceed with the acquisition of the Property or whether to exercise its termination right under Section 8.7. During the Inspection Period, the Purchaser, at its own expense, shall have the right to have its employees, agents, contractors, or subcontractors ("Consultant(s)") inspect and investigate the Property to prepare surveys, conduct non-invasive Phase I environmental inspections, and perform other customary non-invasive tests and inspections (the "Inspections"). For the purposes of this Agreement, the "Inspection Period" shall mean the period beginning on the Effective Date and ending 5:00 pm (Eastern Time) on ~~the date that is sixty (60) days after the Effective Date~~ **September 5, 2025**. In the event the Purchaser elects to conduct a Phase II Environmental Site

Assessment of the Property, the Purchaser shall have the right, in its sole discretion, to extend the Inspection Period for a period of up to sixty (60) days, provided that written notice of such extension is delivered

4. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
5. Preparation of this Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.
6. Seller acknowledges that through the date this Amendment is executed by Seller, Seller has no claims or disputes against Purchaser with respect to any of the matters covered by the Agreement.
7. The effective date of this Amendment shall be the date of complete execution by the Parties.
8. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

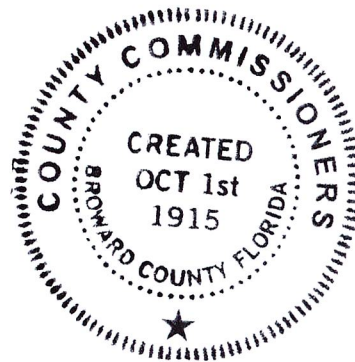
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IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the 6th day of May, 2025; and ARCELAYS FUNERAL SERVICES LLC, a Florida limited liability company, signing by and through its duly authorized representative.

PURCHASER

BROWARD COUNTY, by and through
its County Administrator

By: Dr. Kim Campbell
County Administrator
7th day of July, 2025



Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By Christina A. Price Digitally signed by Christina A. Price
Date: 2025.07.03 14:17:19 -04'00'
Christina A. Price (Date)
Senior Assistant County Attorney

By Annika E. Ashton Digitally signed by Annika E. Ashton
Date: 2025.07.03 14:26:24 -04'00'
Annika E. Ashton (Date)
Deputy County Attorney

CAP/sr
First Amendment – AFS LLC
06/24/2024
#1175345v1

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT BETWEEN ARCELAYS FUNERAL
SERVICES LLC AND BROWARD COUNTY

SELLER:

WITNESSED BY:

ARCELAYS FUNERAL SERVICES LLC,
a Florida limited liability company

Kristina Segarra
Name: Kristina Segarra
Rubi Diaz
Name: Rubi Diaz

By: [Signature]
Name: Andres J. Arcelay
Title: Owner

01 day of July, 2025

STATE OF Florida
COUNTY OF miami-dade

The foregoing instrument was acknowledged before me, by means of ☒ physical
presence or ☐ online notarization, this 1st day of July, 2025, by
Andres J. Arcelay, who is personally known to me or who has
produced _____ as identification and who did (did not) take
an oath.

NOTARY PUBLIC:

Signature: [Signature]
Print Name: Marilyn Mompont

State of Florida at Large (Seal)

My commission expires:

