

## THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT (the “**Amendment**”) is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2024 (the “**Effective Date**”), by and between CITY OF FORT LAUDERDALE, a municipal corporation of the state of Florida (“**Seller**”) and THE PANTRY LOFTS, LTD., a Florida limited partnership (“**Purchaser**”).

WHEREAS, Seller and Green Mills Holdings, LLC, a Florida limited liability company (“**Green Mills**”), previously entered into that certain Deposit Receipt and Contract for Sale and Purchase, with an effective date of October 20, 2020, as assigned by Green Mills to Purchaser by that certain Assignment of Contract for Sale and Purchase, entered into as of August 26, 2021, and as amended by that certain First Amendment to Purchase and Sale Agreement, entered into as of December 13, 2022 and that Second Amendment to Purchase and Sale Agreement entered into as of August 25, 2023 (collectively, the “**Agreement**”) regarding the sale and purchase of the property located in Broward County, Florida, being more particularly designated therein (the “**Property**”); and

WHEREAS, Purchaser and Seller desire to modify and amend the Agreement as hereinafter set forth.

NOW, THEREFORE, for good and adequate consideration, Purchaser and Seller hereby covenant and agree as follows:

1. Section 2 C. of the Agreement is modified to add the following sentence at the end of the paragraph: “Notwithstanding the foregoing, Seller agrees to reduce the amount of the Purchase Price in accordance with the Buyer expenses associated with environmental clean up efforts of the Property (“**Environmental Expenses**”), not to exceed \$108,100. Buyer shall produce an invoice at or prior to Closing listing the Environmental Expenses and the Purchase Price shall be correspondingly reduced by such amount.”
2. Except as modified herein, the Agreement remains in full force and effect.
3. In the event of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control.

**[Remainder of Page Intentionally Left Blank]**

IN WITNESS WHEREOF, Purchaser and Seller have caused this Amendment to be executed and to be effective as of the date set forth above.

**SELLER:**

**CITY OF FORT LAUDERDALE**, a Florida municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
David R. Solomon , City Clerk

Approved as to form and correctness:  
Thomas J. Ansbro, City Attorney

\_\_\_\_\_  
Lynn Solomon, Asst. City Attorney

**PURCHASER:**

**THE PANTRY LOFTS, LTD.**, a Florida limited partnership

By: The Pantry Lofts GM GP, LLC, a Florida limited liability company, its general partner

By: Green Mills Holdings, LLC, a Florida limited liability company, its manager

By: \_\_\_\_\_  
Oscar Sol, Manager