

REINSTATEMENT AND FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS REINSTATEMENT AND FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is made and entered into as of the dates set forth below and effective as of December 31, 2024 ("Effective Date"), by and between **CITY OF FORT LAUDERDALE**, a municipal corporation of the State of Florida (the "Seller"), and **THE PANTRY LOFTS, LTD.**, a Florida limited partnership (collectively, with its permitted assignees, "Purchaser") (Seller and Purchaser may be referred to in this Agreement individually as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, GREEN MILLS HOLDINGS, LLC, a Florida limited liability company (the "Original Purchaser"), and Seller entered into that certain Deposit Receipt and Contract for Sale and Purchase, dated as of October 20, 2020, as assigned from Original Purchaser to Purchaser pursuant to that certain Assignment of Contract for Sale and Purchase, dated as of August 26, 2021, as amended by that certain First Amendment to Purchase and Sale Agreement, dated as of December 13, 2022, as further amended by that certain Second Amendment to Purchase and Sale Agreement, dated as of August 25, 2023, and as further amended by that certain Third Amendment to Purchase and Sale Agreement, dated as of September 23, 2024 (collectively, and as any time further amended and assigned, the "Agreement"), regarding the purchase and sale of certain real property located in Broward County, Florida, being more particularly described in the Agreement (the "Property") (such purchase and sale of the Property being referred to herein as the "Transaction");

WHEREAS, the outside Closing Date (as such term is defined in the Agreement) was December 31, 2024 (the "Original Outside Closing Date");

WHEREAS, the Transaction did not close by the Original Outside Closing Date;

WHEREAS, the Parties desire to reinstate the Agreement with certain amendments in order to extend and clarify the Closing Date (as such term is defined in the Agreement); and

WHEREAS, the Parties desire to reinstate and amend the Agreement pursuant to the terms and conditions set forth in this Amendment.

NOW, THEREFORE, in consideration of these promises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Incorporation of Recitals; Definitions. The foregoing recitals are true and correct and incorporated as if fully set forth herein. Unless otherwise defined herein, capitalized terms used in this Amendment shall have the meaning ascribed to such terms in the Agreement.

2. Reinstatement. The Agreement is hereby reinstated in its entirety.

3. Amendment to Closing Date. Section 2 of the Agreement is hereby amended and restated, in its entirety, as follows:

“CLOSING: This Agreement shall be closed, and the deed delivered, on or before December 31, 2025.” The Inspection Period in Section 3 has expired and Purchaser has completed all of its Due Diligence to its satisfaction. The condition set forth in paragraph 4 of the Agreement is deleted. All conditions for closing have been satisfied. If Purchaser fails to close on or before December 31, 2025, then Purchaser shall forfeit its deposit. Further, Purchaser reaffirms its obligations under the Environmental Indemnity Agreement by and between the Seller and Purchaser and agrees to indemnify and harmless the Seller for any and all liability under the Site Access Agreement signed by the Seller in favor of Broward County, Florida.

Further, simultaneously with execution of this 4th Amendment, Purchaser shall execute the Anti-Human Trafficking Affidavit and Affidavit of Compliance with Foreign Entity Laws attached hereto as Exhibits “C” and “D”.

4. Amendment to Assignability. Section 17 (formerly Section 7) of the Agreement is hereby amended and restated, in its entirety, as follows:

“ASSIGNMENT: Buyer shall be entitled to assign Buyer’s rights and obligations under this Agreement to (i) any other related entity owned by or controlled by Oscar Sol, and/or (ii) THE PANTRY OF BROWARD, INC., a Florida not-for-profit corporation. Any other assignment shall require the prior written consent of Seller, which may be granted or withheld by Seller in its sole and absolute discretion.” Notice of the assignment and name of assignee must be provided at least ten (10) prior to closing.

5. Miscellaneous. Except as modified by this Amendment, the Agreement remains in full force and effect in accordance with its terms. This Amendment shall be governed and construed in accordance with the laws of the state in which the Property is located and shall inure to the benefit of and be binding upon the heirs, successors and permitted assigns of the Parties. This Amendment may be executed in multiple counterparts which, taken as a whole, shall constitute one instrument. This Amendment may be executed by facsimile or electronic signature.

[Signatures on Following Page.]


IN WITNESS WHEREOF, Seller and Purchaser have executed this Amendment as of the date set forth below but effective as of the Effective Date.

SELLER:

CITY OF FORT LAUDERDALE,
a municipal corporation of the State of Florida



By: Dean J. Trantalis, Mayor

Date: 4/21/25

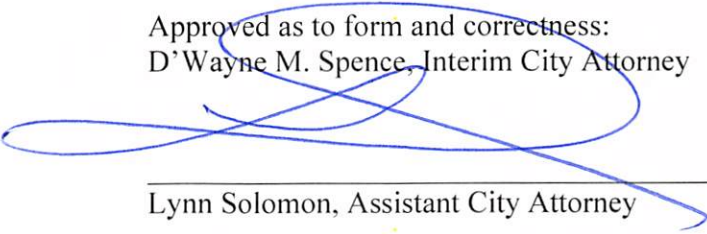

By: Rickelle Williams, City Manager

Date: 4/17/25

ATTEST:


David R. Soloman, City Clerk

Approved as to form and correctness:
D'Wayne M. Spence, Interim City Attorney


Lynn Solomon, Assistant City Attorney

PURCHASER:

THE PANTRY LOFTS, LTD.,
a Florida limited partnership

By: 

Name: Mitchell Rosenstein

Its: Manager of the Manager of the Managing Co General Partner

EXHIBIT C


AFFIDAVIT

The undersigned, on behalf of The Pantry Lofts, Ltd., a Florida
(State) Partnership (Type of Entity), ("Nongovernmental Entity"), under penalty
of perjury, hereby deposes and says:

1. My name is Mitchell Rosenstein.
2. I am an officer or authorized representative of the Nongovernmental Entity.
3. I attest that the Nongovernmental Entity does not use coercion for labor or services
as defined in Section 787.06, Florida Statutes (2023), as may be amended or revised.

Under penalties of perjury, I declare I have read the foregoing Affidavit and that the facts
stated are true.

Name of Officer: Mitchell Rosenstein Title: Manager of the Manager of the Managing Co General Partner

Signature of Officer: 

Office Address: 3323 W. Commercial Blvd., Ste E220, Fort Lauderdale, FL 33309

Email Address: mrosenstein@greenmillsgroup.com Main Phone Number: (305) 898-2194

FEIN No. 8/7-3/6/9/6/0/4/8

OR

Name of Representative: _____ Title: _____

Signature of Representative: _____

Office Address: _____

Email Address: _____ Main Phone Number: _____

FEIN No. _/_-_/_/_/_/_/

EXHIBIT D

Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

THE PANTRY LOFTS, LTD. ("Entity")

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. *(Only applicable if purchasing real property)* Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: 4/7, 2025 Signed: [Signature]

Entity: The Pantry Lofts, Ltd. Name: Mitchell Rosenstein
Title: Manager of the Manager of the Managing Co General Partner

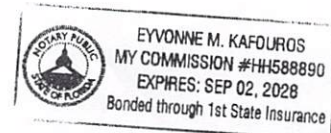
STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 7th day of April, 2025, by Mitchell Rosenstein, as MGR of the MGR of the Managing CO GP for The Pantry Lofts, Ltd., who is

☒ personally known to me or ☐ who has produced _____ as identification.

Notary Public Signature: [Signature] State of Florida at Large (Seal)

Print Name: Eyvonne Kafouras My commission expires: _____





DOCUMENT ROUTING FORM

Rev: 7 | Revision Date: 04/02/2025

2L

CITY MANAGER AND/OR MAYOR'S REVIEW AND SIGNATURE REQUEST COVERSHEET

1) ORIGINATING OFFICES (Charter/Department):

Routing Start Date: 4/16/2025 ☒ Agenda Item ☐ Non-AgendaCharter Ofc: CMO Router Name: ANGELA S. Ext: 3442Department: CAO Router Name: SONIA SIERRA Ext: 5598Commission Mtg. Date: 4/1/2025 CAM #: 25-0355 Item #: CM-4

Document Title:

4th Amendment to the Purchase and Sale agreement between COF & The Pantry Lofts LTD as successor to Green Mills Holdings LLC

CAM attached: ☒ Yes ☐ No Action Summary attached: ☒ Yes ☐ No CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Project defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "real property" include land, real estate, realty or real.

2) CITY ATTORNEY OFFICE (CAO): Documents to be signed/routed? ☒ Yes ☐ NoIs the attached Granicus document Final? ☒ Yes ☐ No Number of originals attached: 2Attorney's Name: Lynn Solomon Approved as to Form: ☒ Yes ☐ No Initials: JS

Continue Routing To: FIN (if applicable) Date: _____ and then to CCO Date: _____

3) CITY CLERK OFFICE (CCO): Clerk Initials: WAY # of originals: 2Routed to Dept/Charter Ofc.: _____ Date: 04/16/254) CITY MANAGER OFFICE (CMO): Received From: CCO Date: 4/17/25 CMO LOG #: APR 50TO ACM/AcACM: ☐ S. Grant ☐ A. Fajardo ☒ B. Rogers ☐ C. Cooper ☐ L. Reece Date: 4/18/25

Comments/Questions: _____

ACM/AcACM Initials: B for continuous routing to Manager/Executive Director Rickelle Williams.

CMO Log Out & Forward to CCO, Date: _____, for continuous routing to the Mayor.

5) MAYOR/CRA CHAIRMAN: Date Received: 4/21/25 Date to CCO: 4/21/25

Please sign as indicated and forward the originals to the City Clerk's Office for a final processing and review of attestation and/or seal, if applicable.

6) INSTRUCTIONS TO CITY CLERK'S OFFICE: Please retain a scan record copy and forward originals to:

Dept.: CMO *Name: Angela Salmon Contact # x 3442

*Please scan the record copy to the City Clerk once review and sign at the last level of government (Federal, State, County) is complete.

Scan Date: 4/22/25 Attach certified Resolution # _____ ☐ Yes ☐ No Original form route to CAO*Please scan a copy to ssierra@fortlauderdale.gov once completed.