

**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: _____

By: Rickelle Williams, City Manager
Date: _____

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: _____
Its: _____

EXHIBIT C

AFFIDAVIT

The undersigned, on behalf of _____, a _____
(State) _____ (Type of Entity), ("Nongovernmental Entity"), under penalty
of perjury, hereby deposes and says:

1. My name is _____.
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: _____ Title: _____

Signature of Officer: _____

Office Address: _____

Email Address: _____ Main Phone Number: _____

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

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: _____, 20__ Signed: _____
 Entity: _____ Name: _____
 Title: _____

STATE OF _____
 COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ___ day of _____, 20___, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

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

Print Name: _____ My commission expires: _____