

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (the “Amendment”) is made and entered into as of the ___ day of _____, 2022, 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, as assignee of Green Mills Holdings LLC (“Purchaser”).

WHEREAS, Seller and Green Mills Holdings, LLC previously entered into that certain Deposit Receipt and Contract for Sale and Purchase (the “Agreement”), with an Effective Date of October 20, 2020, regarding the sale and purchase of the property located in Broward County, Florida, being more particularly designated therein (the “Property”); and

WHEREAS, Green Mills Holdings, LLC subsequently assigned all of its rights, title, and interests in the Agreement to Purchaser as evidenced by that Assignment of Contract for Sale and Purchase entered into as of August 26, 2021, and attached hereto as Exhibit “A”; 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. Purchaser and Seller hereby amend Section 2(ii) of the Agreement to extend the Closing Date to December 31, 2023.
2. Purchaser and Seller hereby amend Section 4 of the Agreement to extend the Application Deadline to December 31, 2022, and all references to December 31, 2021, in Section 4 shall be replaced with December 31, 2022.
3. The last sentence of Section 22 is deleted and replaced with the following: The Effective Date of this Agreement shall be the date of approval of this Agreement by the City Commission of the City of Fort Lauderdale.
4. The first sentence of Section 5 of the Agreement shall be amended to read as follows: “The Seller agrees to pay all outstanding real estate taxes, if any, prorated up to the day of Closing.”
5. Section 7. RISK OF LOSS is amended and restated to the following: “Buyer assumes all risk of loss with respect to the Property from and after the Effective Date of this Agreement.”
6. Section 7. ASSIGNMENT is renumbered to Section 17.

7. Section 8. DEFAULT the last three sentences are amended and restated as follows:
“If Seller fails to perform any covenants or obligation of this Agreement, Buyer may either (i) terminate this Agreement and the deposit shall be returned to Buyer in which event all parties shall be released from their rights and obligations under this Agreement or (ii) Buyer shall be entitled to specific performance by Seller. The foregoing shall constitute the sole and exclusive remedies of the parties hereto.”
8. Except as modified herein, the Agreement remains in full force and effect.
9. 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.

WITNESSES:

**THE PANTRY LOFTS, LTD., A
FLORIDA LIMITED LIABILITY
COMPANY, its general partner**

Type or print name

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

Oscar Sol, Manager

Type or print name

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2022, by OSCAR SOL, as Manager of the Green Mills Holdings, LLC, a Florida limited liability company on behalf of Green Mills Holdings, LLC.

Notary Public signature

Name Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

**CITY OF FORT LAUDERDALE, A
MUNICIPAL CORPORATION OF THE
STATE OF FLORIDA**

WITNESSES:

[Witness type or print name]

[Witness type or print name]

By: _____
Dean J. Trantalis, Mayor

By: _____
Greg Chavarria, City Manager

ATTEST:

David R. Soloman, City Clerk

Approved as to form:
Alain E. Boileau, City Attorney

By: _____
Lynn Solomon, Esq.
Assistant City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online, this ____ day of _____, 2022, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this by means of physical presence or online, this ____ day of _____, 2022, by GREG CHAVARRIA, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

ASSIGNMENT OF CONTRACT FOR SALE AND PURCHASE

THIS ASSIGNMENT OF CONTRACT FOR SALE AND PURCHASE (the “Assignment”) is made and entered into as of August 26, 2021, by and among **GREEN MILLS HOLDINGS, LLC**, a Florida limited liability company (“Assignor”) and **THE PANTRY LOFTS, LTD.**, a Florida limited partnership (“Assignee”).

WITNESSETH:

WHEREAS, Assignor, as “Purchaser”, entered into that certain Contract for Sale and Purchase dated on or about October 20, 2020 (the “Contract”) with the City of Fort Lauderdale (“Seller”) for the purchase of the Property as defined therein; and

Purchaser and Seller entered into the Contract, which Contract provides for the purchase and sale of certain real estate, as more particularly set forth therein (collectively, the “Property”);

WHEREAS, pursuant to Section 1.A. of the Contract, Assignor has made deposits in accordance with the Contract, and pursuant to Section 7 of the Contract, Assignor may assign this Agreement to any other related entity owned by, controlled by, under common control or affiliated with Assignor; and

WHEREAS, Assignor desires to assign to Assignee all of its right, title and interest in and to the Contract and the Property, and Assignee desires to accept such assignment and to assume all of Assignor’s obligations as to the purchase of the Property under the Contract, under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns, transfers, conveys and delegates to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title, interest, duties and obligations in, to and under the Contract, as the same may have been amended through the date hereof (including, without limitation, any and all monies which may have been paid or deposited by Assignor under the Contract through the date hereof), and all claims, rights, benefits and privileges, if any, that Assignor may have or to which Assignor may be entitled under or by virtue of the Contract. It is the intention of the parties hereto that Assignee shall have and be vested with all of the same rights, benefits, risks and obligations conferred upon and undertaken by Assignor in the Contract as though, and to the same extent as, if Assignee had been named the Purchaser of the Property in the Contract.

2. Assignee hereby assumes and agrees to perform and observe all agreements, covenants and obligations to be performed and observed by Assignor under the Contract, as the same may have been amended through the date hereof. From and after the date hereof, Assignee hereby agrees to hold Assignor free and harmless from any and all losses, liabilities, obligations, debts and expenses arising under the Contract, as the same may have been amended through the date hereof, and the transactions contemplated therein.

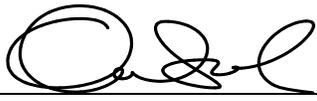
3. This Assignment may be executed in counterparts, with each counterpart constituting one and the same document so long as Assignee and Assignor have each executed an identical counterpart. This Assignment may also be executed by facsimile, with a facsimile or photocopy of an original signature constituting an original.

[Signatures contained on the following page]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Agreement of Purchase and Sale to be executed as of the date first written above.

ASSIGNOR:

GREEN MILLS HOLDINGS, LLC,
a Florida limited liability company

By: 

Oscar Sol,
Manager

ASSIGNEE:

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