

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 13 day of Dec., 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**



Andres Defelice
Type or print name

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




Mitchell Rosenstein, Manager



Isidoro Beraja
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 29 day of November, 2022, by MITCHELL ROSENSTEIN, as Manager of the Green Mills Holdings, LLC, a Florida limited liability company on behalf of Green Mills Holdings, LLC.



Notary Public Signature



Diana Mansur
Comm. #HH071767
Expires: Dec. 13, 2024
Bonded Thru Aaron Notary

DIANA MANSUR

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:

30
CATHARY ECKHART-DURAND
[Witness type or print name]

R. McClary
Bebera McClary
[Witness type or print name]

By: Dean J. Trantalis
Dean J. Trantalis, Mayor

By: Greg Chavarria
Greg Chavarria, City Manager

ATTEST:

David R. Soloman
David R. Soloman, City Clerk



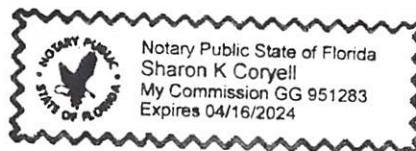
Approved as to form:
Alain E. Boileau, City Attorney

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 13th day of DECEMBER, 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.

Sharon K. Coryell
Notary Public, State of Florida
SHARON K. CORYELL
Name of Notary Typed, Printed or Stamped



Personally Known ✓ OR Produced Identification _____

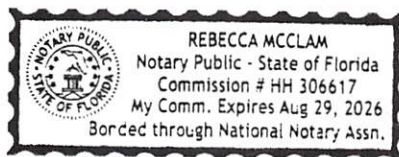
Type of Identification Produced _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this by means of ☒ physical presence or ☐ online, this 13th day of December, 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.

R. McClam
Notary Public, State of Florida

Rebecca McClam
Name of Notary Typed, Printed or Stamped



Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced _____



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

Today's Date: 12/8/2023

2L

DOCUMENT TITLE: First Amendment to Purchase & Sale Agreement Between The Pantry Lofts LTD an assignee of Green Mills Holdings LLC and COFL – 221 NW 6/ Sistrunk Ave

COMM. MTG. DATE: 11/1/2022 CAM #: 22-1055 ITEM #: CM-11 CAM attached: ☒ YES ☐ NO

Routing Origin: CMO Router Name/Ext: Angela x-3442 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects 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.

1) Dept: CAO Router Name/Ext: Sonia S. x- 5598 # of originals routed: 2 Date to CAO: 12/8/22

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 2

Is attached Granicus document Final? ☒ YES ☐ NO

Approved as to Form: ☒ YES ☐ NO

Date to CCO: 12/8/22 Lynn Solomon
Attorney's Name

[Signature]
Initials

3) City Clerk's Office: # of originals: 2 Routed to: Donna V./Aimee L./CMO Date: 12/8/2022

4) City Manager's Office: CMO LOG # DEC-11 Document received from: 12/08/02CCO

Assigned to: GREG CHAVARRIA ☐
ANTHONY FAJARDO ☐

TARLESHA SMITH ☐
SUSAN GRANT ☐

GREG CHAVARRIA as CRA Executive Director ☐

☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE

☐ N/A FOR G. CHAVARRIA TO SIGN

PER ACM: T. Smith (Initial/Date)
S. Grant (Initial/Date)

PER ACM: A. Fajardo (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward ☒ originals to ☒ Mayor ☐ CCO Date: 12/13/2022

5) Mayor/CRA Chairman: Please sign as indicated. Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

6) City Clerk: Scan original and forwards 2 originals to: Sonia Sierra X-5598 CAO

Attach _____ certified Reso # _____ ☐ YES ☐ NO

Original Route form to Sonia S X-5598

Rev. 8/3/2022