

## 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