

## THIRD AMENDMENT TO LICENSE AGREEMENT

THIS THIRD AMENDMENT TO LICENSE AGREEMENT (this “**Amendment**”) is made and entered into as of the \_\_\_ day of June 2024 (the “**Effective Date**”), by and between the CITY OF CORAL GABLES (the “**City**”), a municipal corporation existing under the laws of the State of Florida, having its principal address at 405 Biltmore Way, Coral Gables, Florida 33134, and BONJOUR, LLC. (the “**Licensee**”), a limited liability company of the State of Florida, having its principal address at 16650 SW 88 Street, Miami, FL 33196.

### WITNESSETH:

**WHEREAS**, pursuant to Resolution No. 2023-292, the City entered into that certain License Agreement dated November 21, 2023 (the “**Agreement**”) to allow Licensee to exclusively use, for purposes of managing the food and beverage service, that portion of the Coral Gables Golf & Country Club (the “**Country Club**”) that includes the Café Area and Shared Space, as defined therein; and

**WHEREAS**, pursuant to the authority granted in Resolution No. 2023-292, the City and Licensee extended the Term of the License an additional ninety (90) days through midnight on May 27, 2024, under the same terms and conditions of the Agreement.

**WHEREAS**, pursuant to Resolution No. 2024-103, the City and Licensee entered into a Second Amendment to the Agreement and extended the term of the Agreement for an additional ninety (90) days through June 27, 2024, under the same terms and conditions of the Agreement; and

**WHEREAS**, the City and the Licensee desire to extend the Agreement for an additional thirty (30) days, commencing on June 28, 2024, and terminating on July 27, 2024, providing also for an additional thirty (30)-day extension of the Agreement if needed to allow time for negotiations to continue for a new License Agreement, under the same term and conditions of the Agreement, as more particularly set forth herein.

**NOW, THEREFORE**, for and in consideration of the mutual covenants provided herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties for themselves and their successors and assigns hereby covenant and agree to amend as follows:

1. **Incorporation of Recitals.** The above recitals are true and correct and are incorporated herein as if set forth in full.

2. **Defined Terms.** All capitalized terms not defined in this Amendment shall have the same meanings as set forth in the Agreement. All references in the Agreement and herein to the term “**Agreement**” shall mean the Agreement as amended by this Amendment.

3. **Extension Term.** The City and the Licensee hereby acknowledge and agree that the initial term of the Agreement as defined under Section 2 of the Agreement is hereby extended, commencing June 28, 2024 through midnight on July 27, 2024, and an additional thirty (30)-day extension of the Agreement if needed to allow time for negotiations to continue for a new License

Agreement, under the same terms and conditions of the Agreement, unless sooner terminated as provided in the Agreement.

4. Except as provided herein, all terms and conditions of the Agreement remain in full force and effect.

[Signature Pages Follow]

The parties below have caused this Second Amendment to the License Agreement to be executed under seal as of the date and year first above written.

**CITY OF CORAL GABLES,**  
a municipal corporation of the State of Florida

By: \_\_\_\_\_  
Name: Amos Rojas Jr.  
Title: City Manager  
Date: \_\_\_\_\_

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Name: Cristina M. Suárez  
Title: City Attorney  
Date: \_\_\_\_\_

Attestation of Signatures:

By: \_\_\_\_\_  
Name: Billy Y. Urquia  
Title: City Clerk  
Date: \_\_\_\_\_

[Signature Page Follows]

**LICENSEE:**

**BONJOUR , LLC**

By: \_\_\_\_\_

Name: Jose Antonio Gutierrez Font

Title: Manager

Date: \_\_\_\_\_