

TRANSFER OF DEVELOPMENT RIGHTS PURCHASE AND SALE AGREEMENT

THIS TRANSFER OF DEVELOPMENT RIGHTS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made and entered into this ____ day of _____, 2025 by and between Minorca Ventures, LLC, a Florida limited liability company, whose post office address is 5701 Sunset Drive, Suite 128, Miami, FL 33143 (the “**Purchaser**”), and the City of Coral Gables, a municipal corporation existing under the laws of the State of Florida, whose post office address is 405 Biltmore Way, Coral Gables, Florida (the “**Seller**”).

WITNESSETH:

A. Seller is the owner of certain real property located at 286 Miracle Mile, Coral Gables, Florida, more fully described on **Exhibit “A”** attached hereto and made a part hereof (the “**Sending Site**”).

B. The Sending Site is a historically designated site that qualifies for the transfer of development rights to eligible receiving sites, pursuant to procedures set forth in the Coral Gables Zoning Code (the “**Zoning Code**”).

C. Seller desires to sell to Purchaser, and Purchaser desires to acquire from Seller, Transferable Development Rights, as defined in Article 16 and sections 8-114 and 14-204 of the Zoning Code, from the Sending Site in the amount of Nine Thousand Forty Nine (9,049) square feet (the “**TDRs**”) in accordance with the terms of this Agreement, and as memorialized substantially in the form of that certain Certificate of TDRs attached hereto and made a part hereof as **Exhibit “B”** (“**Certificate of TDRs**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. AGREEMENT TO SELL.

Seller hereby agrees to sell, transfer and convey to Purchaser and Purchaser hereby agrees to purchase from Seller, under and pursuant to all the terms, provisions and conditions of this Agreement, the TDRs, subject to the provisions of Section 4 herein.

2. DEPOSIT.

To secure the performance by Purchaser of its obligations under this Agreement, Purchaser agrees to pay into an escrow account with Greenberg Traurig, P.A. (hereinafter referred to as “**Escrow Agent**”), an amount equal to ten percent (10%) of the Purchase Price (as hereinafter defined) as earnest money (the “**Deposit**”), within three (3) Business Days (as hereinafter defined) following the Effective Date (as defined below). The Deposit shall be non-refundable, except as specified in this Agreement. Upon receipt of a Form W-9 duly executed by Purchaser, the Escrow Agent may invest the Deposit in an interest-bearing account or a certificate of deposit. All interest accrued or earned thereon shall be paid or credited to Purchaser. The Deposit will be credited against the Purchase Price at the closing of this transaction (the “**Closing**”).

3. PURCHASE PRICE.

The purchase price for the TDRs shall be an amount based on a rate of Forty and No/100 Dollars (\$40.00) per square foot of the TDRs for a total amount of \$361,960.00 (the “**Purchase Price**”). The Purchase Price shall be paid by Purchaser to Seller at Closing by wire transfer of immediately available funds.

4. TRANSFER APPROVALS.

Seller hereby warrants and represents that as of the Effective Date the City of Coral Gables (the “**City**”) has approved the form of Certificate of TDRs. At or prior to Closing, Seller shall obtain from the City all necessary approvals of the transfer of the TDRs by Seller to Purchaser as set forth in this Agreement (the “**Transfer Approvals**”). Furthermore, at Closing, Seller covenants and agrees, to execute and deliver, or cause to be executed and delivered, any and all documents required by the City to transfer the TDRs to Purchaser in accordance with this Agreement, including, but not limited to the Certificate of TDRs. In the event that Seller is unable to receive the Transfer Approvals by Closing, Purchaser may (i) extend the Closing by an additional six (6) months upon written notice to Seller, at Purchaser’s discretion, or (ii) terminate this Agreement and receive a full refund of its Deposit, at which time both parties' obligations under this Agreement shall terminate, except for those obligations that shall survive the termination of this Agreement. Upon the expiration of the Approvals Period, the Deposit shall become non-refundable, except in the event the transaction contemplated in this Agreement fails to close as a result of Seller's default.

5. TITLE

(a) Purchaser, at Purchaser's cost and expense, may obtain a title search (the “**Title Search**”). Purchaser shall examine the Title Search prior to the date which is fifteen (15) days after the Effective Date (“**Title Review Period**”). If Purchaser finds title to the TDRs to be defective, as evidenced by Title Search (the “**Title Defects**”), Purchaser may, prior to the expiration of the Title Review Period, notify Seller in writing specifying the Title Defects (the “**Title Notice**”). The failure by Purchaser, or Purchaser's attorney, to deliver the Title Notice on or before the expiration of the Title Review Period shall constitute Purchaser's irrevocable acceptance of the Title Search and Purchaser shall be deemed to have unconditionally waived any right to object to any matters set forth therein and all such matters shall be deemed to be Permitted Exceptions. Seller shall, within five (5) days of receipt of Purchaser’s delivery of the Title Notice, advise Purchaser, in writing, which Title Defects Seller will attempt to cure, if any (“**Seller’s Response**”). If Seller fails to timely deliver Seller’s Response, then Seller shall be deemed to have elected not to cure the Title Defects contained in Purchaser’s Title Notice. If Purchaser is dissatisfied with Seller’s Response (or deemed response), then, at the option of Purchaser, Purchaser may: (a) terminate this Agreement within three (3) days after receipt of Seller’s Response (or Seller’s deemed response); or (b) proceed to Closing without satisfaction of any of Seller’s uncured Title Defect(s) which shall be deemed Permitted Exceptions (as hereinafter defined). If Purchaser terminates this Agreement in accordance with the preceding sentence, then the Deposit shall forthwith be returned to Purchaser, and, thereafter, this Agreement shall be terminated, null, void, and of no further force or effect, and Purchaser and Seller shall be released from all obligations under this Agreement except with respect to those obligations, if any, that

expressly survive termination. The term “**Permitted Exceptions**” shall mean: (i) ad valorem real estate taxes for the year of Closing (except to the extent taxes are due and payable for such year) and subsequent years; (ii) all applicable zoning ordinances and regulations; and (iii) those matters shown on the Title Search that either are not objected to in writing within the time periods provided herein, or if objected to in writing by Purchaser, are those which Seller has elected not to remove or cure, or has been unable to remove or cure, and subject to which Purchaser has elected to accept as part of the conveyance of the TDRs.

6. REPRESENTATIONS AND WARRANTIES.

(a) Seller represents and warrants to Purchaser and agrees with Purchaser as follows:

(i) The execution, delivery and performance of this Agreement is valid, binding and enforceable against Seller. To Seller's knowledge, neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will: (x) result in a breach of, or default under, any agreement to which Seller is a party or by which the TDRs are bound, or (y) violate any law, any existing law or regulation, order, decree, writ, injunction or restriction to which Seller or the TDRs are subject.

(ii) Seller has not entered into, and shall not enter into (without the prior written consent of Purchaser), any contracts or other agreements, either recorded or unrecorded, written or oral, affecting the TDRs, or any portion thereof or the use thereof.

(iii) Seller is the fee simple owner of the Sending Site, is the sole and exclusive beneficial owner of the TDRs, has good and valid title to the TDRs, has all necessary rights to transfer the TDRs, and shall convey the TDRs to Purchaser free and clear of all lien and encumbrances, other than the Permitted Exceptions. Notwithstanding the foregoing, there are no liens, covenants, deeds, agreements, or other documents which restrict the transfer of the TDRs by Seller or would restrict the transfer of the TDRs by any subsequent holder of the TDRs.

(iv) Seller is not a “foreign person” within the meaning of the United States tax laws and to which reference is made in Internal Revenue Code Section 1445(b)(2). At Closing, Seller shall deliver to Purchaser an affidavit to such effect.

(v) As of the Closing, all of Seller’s representations and warranties shall be true and correct in all material respects.

The foregoing representations of Seller shall survive Closing for a period of six (6) months.

(b) Purchaser represents and warrants to Seller and agrees with Seller as follows:

(i) Purchaser is a limited liability company validly existing and in good standing under the laws of the State of Florida. The execution, delivery and performance of this Agreement by Purchaser has been duly authorized by Purchaser and no consent of any other person or entity to such execution, delivery and performance is required to render this document a valid and binding instrument enforceable against Purchaser in accordance with its terms. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will: (x) result in a breach of, or default under, any agreement to which Purchaser is a party, or (y)

violate any law, any existing law or regulation, order, decree, writ, injunction or restriction to which Purchaser is subject.

(ii) There has not been filed by or against Purchaser a petition in bankruptcy or other insolvency proceedings or for the reorganization or the appointment of a receiver or trustee, nor has Purchaser made an assignment for the benefit of creditors, or filed a petition for an arrangement, or entered into an arrangement with creditors, or admitted in writing its inability to pay debts as they become due.

(iii) Neither the Purchaser nor any affiliate thereof, is identified in any list of known or suspected terrorists published by any United States government agency, (individually, as each such list may be amended or supplemented from time to time, referred to as a "Blocked Persons Lists") including, without limitation, (i) the annex to Executive Order 13224 issued on September 23, 2001 by the President of the United States, and (ii) the Specially Designated Nationals List published by the United States Office of Foreign Assets Control.

(iv) As of the Closing, all of Purchaser's representations and warranties shall be true and correct.

(v) Purchaser understands that, except as may be provided in this Agreement, the Certificate of TDRs in no way should be interpreted as an approval of the use of the TDRs on any particular receiving site. It shall be Purchaser's sole responsibility to secure approval of the use of the TDRs on a particular receiving site, in accordance with sections 14.204.5 through 14.204.9 of the Zoning Code.

The foregoing representations of Purchaser shall survive Closing for a period of six (6) months.

7. AS IS AGREEMENT

Subject to Section 6 of this Agreement, Purchaser agrees to take title to the TDRs "AS-IS, WHERE IS, AND WITH ALL FAULTS" and in the condition existing as of the date of this Agreement, and without any reduction in or abatement of the Purchase Price.

Neither party to this Agreement is relying on any statement or representation not expressly stated in this Agreement. Purchaser specifically confirms and acknowledges that in entering into this Agreement, Purchaser has not been induced by, and has not relied upon, whether express or implied, warranties, guaranties, promises, statements, inducements, representations or information pertaining to the TDRs or its uses, state of title, income, expenses, or any other matter or thing with respect thereto, written or unwritten, whether made by Seller or any agent, employee or other representative of Seller, or any broker or any other person representing (or purporting to represent) Seller, which are not expressly set forth in this Agreement. Seller shall not be liable for or bound by any written or unwritten statements, representations, warranties, brokers' statements or other information pertaining to the TDRs furnished by Seller, any broker, any agent, employee or other actual (or purported) representative of Seller, or any person, unless and only to the extent the same are expressly set forth in this Agreement.

The provisions of this Section 7 shall survive the Closing and shall not be deemed to have merged into any of the documents executed or delivered at the Closing.

8. CLOSING.

(a) Subject to other provisions of this Agreement, the Closing shall be held no later than (1) the date of issuance of the building permit for the property generally located at 299 Minorca Avenue, Coral Gables, FL 33146, and legally described on **Exhibit "C"** or (2) one (1) year following the date of City Commission adoption of the Ordinance approving this Agreement, whichever is earlier. For avoidance of doubt, the Closing is contingent upon the City Commission of the City of Coral Gables approving the sale of the TDRs to the Purchaser.

(b) The Closing shall be effected in the form of a so-called "mail-away" closing, it being understood that neither Seller nor Purchaser nor their respective counsel need be physically present at Closing so long as all documents that are required to be delivered at Closing are fully executed, delivered in escrow to Escrow Agent and available on the date of Closing, and an authorized signatory of the affected party is available either in person or by telephone and facsimile at Closing.

(c) At Closing, Seller shall cause to be delivered to Purchaser the following:

- (i) Appropriate evidence of Seller's formation, existence and authority to sell and convey the TDRs as may be reasonably required by Purchaser.
- (ii) The original Certificate of TDRs in recordable format along with any other documents that may be required by the City in order to finalize the transfer of the TDRs to Purchaser and consummate this transaction.

(d) At Closing, Purchaser shall deliver to Seller the Purchase Price less the Deposit to be held by Escrow Agent.

(e) At Closing, Seller and Purchaser shall also each execute counterpart closing statements and such other documents as are reasonably necessary to consummate this transaction and/or necessary to evidence the transfer of the TDRs to Purchaser.

9. DEFAULT.

(a) If Seller should default in performance of any of its obligations under this Agreement prior to Closing, then, Purchaser's sole and exclusive remedies shall be to (i) terminate this Agreement and receive a return of the full Deposit, or (ii) seek specific performance; provided, however, in the event the remedy of specific performance is not available to Purchaser as a result of City transferring the TDRs to a third party in contravention of the terms of this Agreement, then Purchaser may seek any other remedy available to Purchaser at law or in equity.

(b) In the event of a default by Purchaser under this Agreement, Seller shall receive the Deposit, as agreed and liquidated damages for said breach, and as Seller's sole and exclusive remedy for default of Purchaser, whereupon this Agreement shall terminate and the parties shall be relieved of all further obligations under this Agreement, except those that expressly survive

termination hereof. Purchaser and Seller acknowledge and agree that actual damages are difficult or impossible to ascertain and that the amount of such Deposit is a fair and reasonable estimation of the damages of Seller.

(c) Purchaser and Seller agree that neither Purchaser nor Seller shall be liable to the other under any circumstances for any special, consequential, or punitive damages whatsoever arising out of or related in any way to any claim between the parties in connection with this Agreement.

10. NOTICES.

All notices, demands and requests which may be given or which are required to be given by either party to the other party under this Agreement must be in writing and must be sent (i) by United States certified mail, postage fully prepaid, return receipt requested, (ii) by hand delivery, (iii) by UPS or a similar nationally recognized overnight courier service or (iv) by email (with a copy thereof simultaneously sent by another approved method). All such notices, demands, requests or other communications shall be deemed to have been given for all purposes of this Agreement upon the date of receipt or refusal, except that whenever under this Agreement a notice is either received on a day which is not a Business Day or is required to be delivered on or before a specific day which is not a Business Day, the day of receipt or required delivery shall automatically be extended to the next Business Day.

The addresses for proper notice under this Agreement are as follows:

| | |
|------------------|---|
| As to Seller: | City of Coral Gables 405 Biltmore Way Coral Gables, Florida 33134 Attn: Cristina M. Suárez, Esq. E-mail: csuarez@coralgables.com |
| With Copy to: | Holland & Knight, LLP 701 Brickell Avenue, Suite 3300 Miami, Florida 33131 Attn: Vivian de las Cuevas-Diaz, Esq. Email: Vivian.Cuevas@hklaw.com Fax Number: (305) 789-7799 |
| As to Purchaser: | Minorca Ventures, LLC, 5701 Sunset Drive, Suite 128 Miami, FL 33143 Attn: José R Boschetti, Manager Email: Jose@theboschettigroup.com |
| With Copy to: | Greenberg Traurig, P.A. 333 SE 2 Avenue, Suite 4400 Miami, Florida 33131 Attn: Jorge L. Navarro, Esq. |

Email: Navarrojo@gtlaw.com

As to Escrow Agent:

Greenberg Traurig, P.A.
333 SE 2 Avenue, Suite 4400
Miami, Florida 33131
Attn: Jorge L. Navarro, Esq.
Email: Navarrojo@gtlaw.com

Either party may from time to time by written notice to the other party designate a different address for notices.

11. CLOSING COSTS.

The parties shall bear the following costs:

- (a) The Purchaser shall be responsible for payment of the following, as may be required by the City: (i) zoning confirmation letter, survey of the Sending Site, and all other required submittals of the City; (ii) the recording fees for any instruments to be recorded by the City, including specifically the covenant(s) required by section 14-204.7 of the Zoning Code; and (iii) documentary stamp taxes and intangible taxes, if any.
- (b) The Seller shall deliver to the Purchaser a certified copy of a previous survey of the Sending Site within ten (10) business days of the Effective Date of this Agreement.
- (c) Each party shall bear the costs of its legal fees and costs, accountants, appraisers, and other professionals, consultants and representatives, if any.

12. ENTIRE CONTRACT.

This Agreement constitutes the whole agreement between the parties with respect to the sale of the TDRs. There are no terms, obligations, covenants or conditions with respect to the TDRs other than contained herein. No modifications or variations thereof shall be deemed valid unless evidenced by a written agreement executed by the parties hereto. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

13. SUCCESSORS.

The covenants, agreements, terms, conditions and warranties of this Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns. Notwithstanding anything in this Agreement to the

contrary, Purchaser shall have the right, without the consent of Seller, to assign this Agreement to an entity owned or controlled by Purchaser or its principals.

14. ASSIGNMENT.

Purchaser shall have the right to assign this Agreement to an entity which Purchaser may elect to organize or incorporate and which Purchaser shall own or be in control of, or an existing entity under the ownership or control of Purchaser, for the purpose of vesting at the time of Closing. Except as provided herein, Purchaser may not otherwise assign this Agreement without the prior written consent of Seller, which consent may be withheld by Seller in Seller's sole discretion. The Purchaser's permitted assignee shall assume all of Purchaser's obligations hereunder and Purchaser shall be released from any and all liability hereunder at Closing.

15. LEGAL EXPENSES.

In the event of litigation arising out of the terms and conditions of this Agreement, the prevailing party in such litigation shall have the right to recover from the non-prevailing party reasonable attorney's fees and court costs incurred as a result of such litigation. The provisions of this section shall survive the Closing or termination of this Agreement.

16. EFFECTIVE DATE/TIME PERIODS.

The term "**Effective Date**", as used herein, shall mean the latter of the date on which this Agreement is executed by Seller or Purchaser, as indicated by their signatures or initials, which latter date shall be the date of final execution and agreement by the parties hereto. Except as otherwise expressly set forth herein, time periods shall be determined on calendar days, provided that if the final date of any period which is set out in any paragraph of this Agreement falls upon a day which is not a Business Day, then, and in such event, the time of such period will be extended to the end of the next Business Day. "**Business Day**" means any day that banks in Miami-Dade County, Florida are open for business, excluding Saturdays and Sundays. Time is important to both Seller and Purchaser in the performance of this Agreement, and both parties have agreed that TIME IS OF THE ESSENCE with respect to any date set forth in this Agreement.

17. SCOPE AND INTERPRETATION.

This Agreement shall be governed and interpreted by the laws of the State of Florida. Venue shall be in Miami-Dade County, Florida.

18. BROKERAGE.

(a) Purchaser and Seller covenant, represent, and warrant that they have had no dealings or communications with any broker or agent in connection with the consummation of this Agreement. Purchaser and Seller covenant and agree to pay, hold harmless and indemnify each other from and against any and all costs, expense, (including reasonable attorney's fees) or liability for any compensation, commissions, or charges claimed by any broker or agent whom they dealt with respect to this Agreement or the negotiation thereof.

(b) The provisions of this Section shall survive the Closing and any early termination of this Agreement.

19. ESCROW OF DEPOSIT.

The Escrow Agent shall not be liable for any actions taken in good faith, but only for its willful misconduct. The parties hereby indemnify and hold the Escrow Agent harmless from and against any loss, liability, claim or damage whatsoever (including reasonable attorney's fees and court costs at trial and all appellate levels) the Escrow Agent may incur or be exposed to in its capacity as escrow agent hereunder except for willful misconduct. If there be any dispute as to disposition of any proceeds held by the Escrow Agent pursuant to the terms of this Agreement, the Escrow Agent is hereby authorized to interplead said amount or the entire proceeds with any court of competent jurisdiction and thereby be released from all obligations hereunder. The parties recognize that the Escrow Agent is the law firm representing Purchaser. The Escrow Agent shall not be liable for any failure of the depository.

20. DRAFTING.

The preparation of this Agreement has been a joint effort of the parties who have each had an opportunity to consult with counsel and shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted. If any words or phrases in this Agreement shall have been stricken out or otherwise added, this Agreement shall be construed as if the words or phrases so stricken out are otherwise eliminated or never included in this Agreement. No implication or reference shall be drawn from the fact that such words or phrases were so stricken out or otherwise eliminated.

21. COUNTERPARTS AND EXPIRATION OF OFFER.

This Agreement may be executed in multiple counterparts, which shall together constitute a single document. However, this Agreement shall not be effective unless and until all counterpart signatures have been obtained. An unsigned draft of this Agreement shall not be considered an offer by either party to purchase or sell any TDRs. To facilitate execution of this Agreement, the parties may execute this Agreement using electronic signature software such as DocuSign or exchange by email .pdf counterparts of the signature pages and such electronic signatures or .pdf counterparts of the signature pages shall be treated as original signatures for all purposes.

22. WAIVER OF JURY TRIAL.

EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY EITHER PARTY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF SELLER AND PURCHASER HEREUNDER, OR THE TDRs.

23. SOVEREIGN IMMUNITY.

Seller and Purchaser acknowledge that the Florida Doctrine of Sovereign Immunity bars all claims against Seller other than claims arising out of this Agreement. Specifically, Purchaser

acknowledges that it cannot and will not assert any claims against Seller, unless the claim is based upon a breach by Seller of this Agreement. Furthermore, Purchaser understands that it has no right and will not make any claims based upon any of the following: (i) claims based upon any alleged breach by Seller of warranties or representations not specifically set forth in this Agreement; (ii) claims based upon negligence or any tort arising out of this Agreement; (iii) claims upon alleged acts or inaction by Seller, its elected officials, attorneys, administrators, consultants, agents, or any Seller employee; or (iv) claims based upon an alleged waiver of any of the terms of this Agreement. Nothing in this Agreement is intended to operate as a waiver of Seller's sovereign immunity, as set forth in the Florida Constitution and Florida Statutes Chapter 768.28.

24. NO WAIVERS.

No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party providing the waiver. No waiver by either party of any failure or refusal to comply with any obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

25. SECTION HEADINGS.

The section headings of this Agreement are for the purposes of reference only and shall not be used for limiting or interpreting the meaning of any section.

26. RECORDING.

Neither this Agreement nor any portion thereof nor memorandum relating hereto shall be placed of record by any party to this Agreement.

27. PARTIAL INVALIDITY. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

28. PUBLIC RECORDS.

Records subject to the provisions of Public Records Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. Purchaser acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the Seller in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the Seller for such disclosure and/or production. Purchaser also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, purchaser agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated by reference herein.

29. CITY COMMISSION APPROVAL CONTINGENCY.

This Agreement is contingent upon the City Commission of the City providing the Transfer Approvals approving the sale of the TDRs to the Purchaser in accordance with the terms hereof.

30. DOCUMENTARY STAMPS AND TRANSFER TAXES.

Notwithstanding anything set forth in this Agreement to the contrary, documentary stamp taxes on the deed and the Miami-Dade County Surtax shall be paid by Seller. Florida municipal corporations are exempt from documentary stamp taxes. If one party to a transaction is exempt from documentary stamp taxes, the nonexempt party is required to pay the tax.

[Signatures on following page]

The parties hereto have executed this Agreement the year and date indicated.

SELLER:

CITY OF CORAL GABLES,
a municipal corporation existing
under the laws of the State of Florida

By: _____
Name: José "Joe" Gómez Title: City Manager

Approved as to Form and Legal Sufficiency:

By: _____
Cristina M. Suárez, City Attorney

Attestation of Signatures:

By: _____
Billy Y. Urquia, City Clerk

PURCHASER:

Minorca Ventures, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT “A”
Legal Description – Sending Site

EXHIBIT “B”
Certificate of TDRs

EXHIBIT "C"
Legal Description

Lots 45, 46, 47 and 48, in Block 17, LESS the North 12 feet thereof, in Block 17, of CORAL GABLES SECTION "K", according to the Plat thereof, as recorded in Plat Book 8, Page 33, of the Public Records of Miami-Dade County, Florida.