

THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is made and entered into as of _____, 2021, by and between JRFQ HOLDINGS, LLC, a Delaware limited liability company (the "Purchaser"), and CITY OF CORAL GABLES, a municipal corporation existing under the laws of the State of Florida ("Seller").

WHEREAS, Seller and Purchaser are the parties to that certain Purchase and Sale Agreement dated as of February 8, 2021, as amended by that certain First Amendment to Purchase and Sale Agreement dated as of _____, 2021, as further amended by that certain Second Amendment to Purchase and Sale Agreement dated as of _____, 2021 (as amended, the "Agreement"), with respect to that certain real property located at 350 Greco Avenue, Coral Gables, Miami-Dade County, Florida 33146, as more particularly described in the Agreement (the "Property"); and

WHEREAS, the parties desire to amend the Agreement in certain respects as set forth below;

NOW THEREFORE, in consideration of the execution and delivery of this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are true and correct in all respects and are incorporated herein by this reference.

2. **Defined Terms.** Any terms not specifically defined herein shall have the same meaning as set forth in the Agreement.

3. **Commission Approval.** The last sentence of Section 46 of the Agreement is hereby deleted and replaced with the following:

If the Commission Approval is not obtained by September 30, 2021 (the "Commission Approval Period"), this Agreement shall be deemed to be terminated and the Deposit shall be returned to Purchaser, unless the parties agree to extend the Commission Approval Period.

4. **Invitation for Bid.** The parties acknowledge that, prior to the expiration of the Commission Approval Period, the Coral Gables City Commission may, at its option, seek additional offers from potential purchasers, either informally or as part of an invitation for bid ("IFB") process.

5. **Full Force & Effect.** All other terms, provisions and conditions set forth in the Agreement remain in full force and effect, except as expressly amended by this Amendment.

6. **Conflict.** In the event the terms of the Agreement and this Amendment are in conflict, the terms of this Amendment shall prevail

7. **References.** All references in the Agreement to this contract, this agreement or similar phrases shall mean and refer to the Agreement as amended hereby.

8. **Governing Law.** This Amendment shall be governed in all respects, including validity, interpretation and effect by, and shall be enforceable in accordance with, the internal laws of the State of Florida, without regard to conflicts of laws principles.

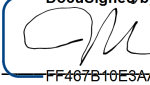
9. **Counterparts.** This Amendment may be executed in separate counterparts, each one of which shall be deemed an original, but all of which shall be considered together as one and the same instrument. Execution by a party of a signature page hereto shall constitute due execution and shall create a valid, binding obligation of the party so signing, and it shall not be necessary or required that the signatures of all parties appear on a single signature page hereto.

10. **Electronic Signatures.** Delivery of an executed counterpart of this Amendment may be made by facsimile or other electronic transmission. Any such counterpart or signature pages sent by facsimile, email or other electronic transmission shall be deemed to be written and signed originals for all purposes, and copies of this Amendment containing one or more signature pages that have been delivered by facsimile, email or other electronic transmission shall constitute enforceable original documents.

11. **Entire Agreement.** This Amendment constitutes the entire agreement of the parties with respect to the subject matter hereof.

[Signature page to follow]

IN WITNESS WHEREOF, this Amendment has been duly executed on the date first set forth above.

<p>SELLER:</p> <p>CITY OF CORAL GABLES, a municipal corporation existing under the laws of the State of Florida</p> <p>By: _____ Name: Peter J. Iglesias Title: City Manager</p> <p>Approved for Form and Legal Sufficiency:</p> <p>By: _____ Miriam Soler Ramos, City Attorney</p> <p>Attestation of Signatures:</p> <p>By: _____ Billy Y. Urquia, City Clerk</p>	<p>PURCHASER:</p> <p>JRFQ HOLDINGS, LLC, a Delaware limited liability company</p> <p>By:  _____ Name: John H. Ruiz Title: Manager</p>
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