

### THIRD AMENDMENT TO PURCHASE AGREEMENT

THIS THIRD AMENDMENT TO PURCHASE AGREEMENT (the “**Third Amendment**”) is made and entered into on this \_\_\_ day of \_\_\_\_\_, 2021 by and between **THE VESTCOR FAMILY FOUNDATION, INC.**, a Florida not-for-profit corporation (“**VFF**”) and the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida (“**COJ**”). *Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement, as defined below.*

#### RECITALS:

WHEREAS, VFF and COJ are parties to that certain Purchase Agreement dated effective April 4, 2019, as amended by that First Amendment to Purchase Agreement dated July 26, 2019 (the “**First Amendment**”), as amended by that Second Amendment to Purchase Agreement dated August 20, 2019 (the “**Second Amendment**”) (collectively, the “**Agreement**”).

WHEREAS, Section 3.B. of the Agreement contemplates that COJ shall escrow certain funds with Driver, McAfee, Hawthorne & Diebenow, P.L.L.C. (“**Escrow Agent**”) to cover the costs of on-site ash remediation efforts on the Property to be performed by VFF (the “**Escrowed Funds**”). At present, the Escrowed Funds have a balance of \$55,987.48.

WHEREAS, the parties have determined that additional remediation work was required pursuant to the United States Environmental Protection Agency Consent Order governing the Property to remove, replace and re-certify portions of the on-site protective clean soil cap that was not functioning as designed (the “**Additional Work**”).

WHEREAS, the total cost of the Additional Work was \$435,173.70 which has been performed and which VFF has paid for in full.

WHEREAS, COJ desires to pay Seventy-Five Percent (75%) of the cost of the Additional Work to VFF which amount is \$270,392.80 plus the remaining balance of the Escrowed Funds.

WHEREAS, Paragraph 1 of the Second Amendment provides that the parties’ undertakings arising out of Section 3.B. shall survive for 26 months following the Closing. Accordingly, the Agreement is in full force and effect regarding the obligations of the parties under Section 3.B.

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The above-stated recitals are true and correct and are incorporated herein and made a part hereof by this reference.

2. Escrowed Funds. VFF hereby releases any and all claims to the balance of the Escrowed Funds (\$55,987.48) in favor of COJ, which in its entirety shall be used for the COJ 75% portion of the Additional Work.
3. Contributions for Additional Work. COJ shall place \$270,392.80 in escrow with Escrow Agent to cover the City's portion of the cost of the Additional Work and, within ten (10) days following the execution of this Third Amendment by the parties, shall direct Escrow Agent to pay such sum to VFF, together with the balance of the Escrowed Funds. Upon receipt of the funds, VFF shall deem COJ's portion of the Additional Work paid in full and shall discharge, indemnify and release COJ from any claims, matters or causes of action arising out of the Additional Work.
4. Default. VFF represents and warrants to COJ that there are no defaults by COJ pursuant to the Agreement as of the date of this Third Amendment.
5. Availability of Funds. Notwithstanding anything to the contrary herein, COJ's financial obligations under this Agreement are subject to and contingent upon the availability of lawfully appropriated funds for the Additional Work and this Third Amendment.
6. Entire Agreement. This Third Amendment is the entire agreement of the parties regarding the modifications to the Agreement provided herein, supersedes all prior agreements and understandings regarding such subject matter, and may be modified only by a writing executed by the party against whom the modification is sought to be enforced, and shall bind and benefit the parties and their respective heirs, successors, legal representatives, and assigns.
7. Electronic Signatures; Counterpart Execution. This Third Amendment may be executed by electronic signatures and in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement.

COJ'S EXECUTION OF THIS INSTRUMENT IS SUBJECT TO APPROVAL BY THE JACKSONVILLE CITY COUNCIL. THE CITY OF JACKSONVILLE'S PERFORMANCE AND OBLIGATION TO PAY UNDER THIS AGREEMENT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE JACKSONVILLE CITY COUNCIL FOR THE PURPOSE.

**[Remainder of page left blank intentionally. Signature page follows immediately.]**

The parties have entered into this Third Amendment as of the date first above written.

**“VFF”**

Signed, sealed and delivered in our presence as

**WITNESSES:**

**THE VESTCOR FAMILY FOUNDATION, INC.,**  
*a Florida not-for-profit corporation*

\_\_\_\_\_  
Print Name \_\_\_\_\_

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

Name:

\_\_\_\_\_  
Print Name \_\_\_\_\_

Title:

Signed, sealed and delivered in our presence as

**“COJ”**

**WITNESSES:**

**CITY OF JACKSONVILLE**

\_\_\_\_\_  
Print Name \_\_\_\_\_

By \_\_\_\_\_

Name: Lenny Curry

Title: Mayor

\_\_\_\_\_  
Print Name \_\_\_\_\_

Attested by:

\_\_\_\_\_  
James R. McCain, Jr, Corporation Secretary

Form Approved:

\_\_\_\_\_

Office Of General Counsel

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Signature page to Third Amendment to Purchase Agreement