

**THIRD AMENDMENT TO  
PURCHASE AND SALE AGREEMENT**

This Third Amendment to the Purchase and Sale Agreement (this "**Amendment**") is made and entered into as of the \_\_\_ day of January, 2018, by and between the **Mayor and Aldermen of the City of Savannah, a municipal corporation organized under the law of the State of Georgia** ("**Seller**") and **Lookin Good Properties, LLC** ("**Purchaser**").

**WITNESSETH**

**WHEREAS**, Purchaser and Seller are parties to that certain Purchase and Sale Agreement dated August 01, 2016, regarding real property more particularly described in the Purchase and Sale Agreement; and

**WHEREAS**, Purchaser and Seller entered into that certain First Amendment to Purchase and Sale Agreement dated December 29, 2016; and

**WHEREAS**, Purchaser and Seller entered into that certain Second Amendment to Purchase and Sale Agreement dated September, 2017; and

**WHEREAS**, Purchaser and Seller desire to amend the Purchase and Sale Agreement through this Amendment; and

**WHEREAS**, the Purchase and Sale Agreement, the First Amendment to Purchase and Sale Agreement, the Second Amendment to Purchase and Sale Agreement, and this Amendment shall collectively be referred to as the "Agreement."

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

**AGREEMENT**

1. **RECITALS.** The Recitals set forth above are deemed by the parties to be true and correct and are incorporated herein by this reference to be binding upon the parties the same as if set forth in full in this paragraph.
2. **DEFINITIONS.** Any term not expressly defined in this Amendment shall have the definition contained in the Agreement.
3. **PURCHASE PRICE.** The Purchase Price, as defined in Section 2.1 of the Agreement, is hereby modified to be \$880,000.00.
4. **APPROVAL PERIOD.** The Approval Period, as defined in Section 4.1(h) of the Agreement, is hereby modified to terminate on February 01, 2018. Such extension shall provide the Mayor and Aldermen of the City of the Savannah the opportunity approve this Amendment.

5. **CLOSING.** Parties do not seek a change to the Closing Date.
  
6. **MISCELLANEOUS.** This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument. The parties agree that they may reflect and confirm their agreement to be bound hereby, and their execution and delivery of this Amendment, by transmitting a signed copy hereof, by facsimile or by electronic message, to other party hereto and to the Escrow Agent. This Amendment shall govern in the event of any conflict with the Agreement. The Agreement, as amended hereby, is ratified and reaffirmed, constitutes the binding obligation of the parties hereto, and remains in full force and effect. The undersigned have full power and authority to sign on behalf of the respective entities.

[Signature Page to Follow]

**IN WITNESS WHEREOF**, the parties have executed this Amendment to be effective as of the date first set forth above.

**SELLER:**

**MAYOR AND ALDERMEN OF THE CITY  
OF SAVANNAH**

By: \_\_\_\_\_  
Roberto Hernandez, City Manager

**BUYER:**

**LOOKIN GOOD PROPERTIES, LLC**

By: \_\_\_\_\_  
Harley Krinsky, Member