

**SIXTH AMENDMENT TO  
AGREEMENT FOR PURCHASE AND SALE**

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Murdock Village Community Redevelopment Agency  
Lost Lagoon Development, LLLP  
Charlotte County

**THIS SIXTH AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE** (the "Sixth Amendment") is dated the 8th day of April, 2025, and is entered into by and between the **Murdock Village Community Redevelopment Agency**, a public body corporate and politic under the laws of the State of Florida, established pursuant to Part III of Chapter 163, Florida Statutes (the "MVCRA" or "Seller") and **KL WP Village LLC**, a Florida limited liability company ("Buyer") and **Charlotte County**, a political subdivision of the State of Florida ("County"), collectively, the parties to this agreement shall be referred to as the "parties".

**RECITALS**

A. MVCRA, Lost Lagoon and County entered into that certain Agreement for Purchase and Sale dated October 24, 2017 (the "Agreement"), as amended by that certain First Addendum and Amendment to Purchase and Sale Agreement dated March 24, 2020, that certain Second Amendment to Agreement for Purchase and Sale dated April 14, 2020, that Third Amendment to Agreement for Purchase and Sale dated July 23, 2020, that Fourth Amendment to Agreement for Purchase and Sale dated November 10, 2020, and, with Kolter Group Acquisitions LLC, a Florida limited liability company ("Kolter"), that Fifth Amendment to Agreement for Purchase and Sale dated July 9, 2024 (collectively, the "Agreement"); and

B. The Phase I Closing was completed on September 18, 2020; and

C. On August 7, 2024, Buyer acquired from Lost Lagoon the real property acquired by Lost Lagoon from Seller at the Phase I Closing as described on the attached **Exhibit A** ("Phase I Property"), and was assigned all rights of Kolter under the Agreement and Buyer intends to acquire the remaining property to be conveyed by MVCRA to Buyer under the Agreement as described on the attached **Exhibit B** (the "Remaining Property") (the Phase I Property and Remaining Property are collectively referred to as the "Subject Property"); and

D. Buyer has been delayed in surveying, engineering and permitting efforts due to access issues as to the Subject Property; and

E. MVCRA, County and Buyer have agreed to extend the deadline to close on the Remaining Property and have agreed to certain other amendments to the Agreement as hereafter provided.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth in the Agreement and this Sixth Amendment, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties agree as follows:

1. **Recitals; Defined Terms.** The above recitals are true and correct and are hereby incorporated herein. The defined terms set forth in this Sixth Amendment shall have the same meaning and definition as set forth in the Agreement.

2. **Final Closing.** Subject to satisfaction of the Conditions to Final Closing, Closing shall occur on all Remaining Property (the “**Final Closing**”) on or before October 24, 2025.

3. **Extension Payment.** As consideration for the extension of the deadline for the Final Closing, Buyer agrees to pay to Seller at the Final Closing an extension fee (“**Extension Fee**”) in an amount equal to the per diem interest accruing on the balance of the Purchase Price (\$2,924,015.12) at eight percent (8%) per annum, which equates to \$640.88 for each day commencing on the date that is thirty (30) days after the satisfaction of the Condition to Final Closing set forth in Section 4 a) of the Fifth Amendment and continuing to accrue until and including the date the Final Closing occurs. The Extension Fee shall be paid in addition to the Purchase Price at closing and shall be retained by Seller and not held pursuant to the Escrow Agreement. The parties must complete the Final Closing no later than 180 days after accrual of the first day of the Extension Fee or the Buyer must elect to cancel the transaction whereupon the accrued Extension Fee amount shall constitute liquidated damages payable within 10 days to Seller, and which payment shall not limit any other payment due to Seller pursuant to purchase and sale agreement, as amended.

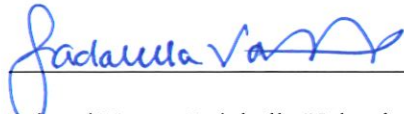
4. **Conflict.** The parties intend this Sixth Amendment to supplement the Agreement. Where one or more provisions of this Sixth Amendment or the Agreement may be read to fulfill the intent of both documents, the parties intend that this Sixth Amendment and the Agreement be interpreted to give each document its fullest meaning. Where the provisions of this Sixth Amendment and those of the Agreement directly conflict, the parties intend that this Sixth Amendment prevail. The parties intend that all other provisions of the Agreement not in conflict with the Sixth Amendment remain undisturbed.

5. **Counterparts.** This Sixth Amendment may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. Any party may execute this Amendment by signing any one counterpart.

*{SIGNATURES FOLLOW ON NEXT PAGE}*

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the respective dates set forth below.

**WITNESSES:**



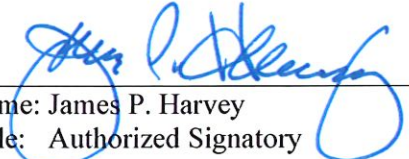
Printed Name: Jadabella Valentin



Printed Name: Bryon T. LoPreste

**BUYER:**

KL WP VILLAGE LLC,  
a Florida limited liability company

By:   
Name: James P. Harvey  
Title: Authorized Signatory

Date: March 17, 2025

*{SIGNATURES FOLLOW ON NEXT PAGE}*

Signed, sealed and delivered  
in the presence of:

**COUNTY:**

Board of County Commissioners of  
Charlotte County, Florida

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

Printed Name: Joseph M. Tiseo

Its: Chairman

Date: April 8, 2025

Attest:

Roger D. Eaton, Clerk of Circuit Court  
And Ex-Officio Clerk of the Board of  
County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

**MVCRA/SELLER:**

Board of County Commissioners of  
Charlotte County, Florida, a Political  
Subdivision of the State of Florida,  
as Ex-Officio of Murdock Village  
Community Redevelopment Agency

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

Printed Name: Joseph M. Tiseo

Its: Chairman

Date: April 8, 2025

Approved as to form and legal sufficiency:

By: Janette S. Knowlton  
Janette S. Knowlton, County Attorney  
LR16-0749 me

**Exhibit A**

**Phase I Property**

Lots 1 & 4 of Toledo Blade-Section One as per plat thereof recorded in Plat Book 23, Pages 18A-18B, of the Public Records of Charlotte County Florida.

**Exhibit B**

**Remaining Property**

Lots 2 & 3 of Toledo Blade-Section One as per plat thereof recorded in Plat Book 23, Pages 18A-18B, of the Public Records of Charlotte County Florida.

Together with:

**41 Gateway Lots:**

**Lot 59 - PCH 041 0676 0059**

**Lot 58 - PCH 041 0676 0058**

**Lot 57 - PCH 041 0676 0057**

**Lot 49 - PCH 041 0676 0049**

**Lot 48 - PCH 041 0676 0048**

**Lots 47 & 46 - PCH 041 0676 0046**

**Lot 45 - PCH 041 0676 0045**

**Seymour Gateway Lots:**

**Lot 7 - PCH 041 0676 0007**

**Lot 9 - PCH 041 0676 0009**

**Lot 10A - PCH 041 0676 010A**

**Lot 15 - PCH 041 0676 0015**

**Lot 16 - PCH 041 0676 0016**