CHG BCC CHARLOTTE COUNTY CLERK OF CIRCUIT COURT OR BOOK: 4894 PAGE 1203 PAGE: 1 OF 4 INSTR # 3035006 Doc Type: AGR Recorded: 12/16/2021 at 8:26 AM Rec. Fee: RECORDING \$35.50 Cashier By: IVETTEH

## ADDENDUM TO AGREEMENT FOR SALE AND PURCHASE

This is an Addendum to that certain Agreement for Purchase and Sale ("Purchase Agreement") by and among, CHARLOTTE COUNTY, a political subdivision of the State of Florida, and MURDOCK VILLAGE COMMUNITY REDEVELOPMENT AGENCY, a public body corporation and politic under the laws of the State of Florida ("MCVRA"), and KOLTER GROUP ACQUISITIONS, LLC, a Florida limited liability company ("Buyer") dated December 14, 2021

Paragraph 2 of the Purchase Agreement is hereby amended and restated as follows:

- 2. <u>Purchase and Sale</u>. MVCRA agrees to sell and Buyer agrees to buy the Property for a purchase price (the "Purchase Price") of \$13,875,000.00 payable as follows:
- A. \$100,000.00 (the "Initial Deposit") due within five (5) calendar days after the "Effective Date", as hereinafter defined, by wire transfer to the order of Greene Hamrick Schermer & Johnson, P.A. (the "Escrow Agent").
- B. An additional deposit of \$400,000.00 (the "Additional Deposit") payable within five (5) calendar days after the expiration of the "Inspection Period", as hereinafter defined, by wire transfer to Escrow Agent.
- C. The parties shall jointly notify in writing to the Escrow Agent the amount of the Public Improvements Credit no later than the expiration of the Entitlements Period.
- D. At closing, Buyer shall deposit by wire transfer into escrow with the Escrow Agent the sum of \$13,375,000.00, minus the Public Improvements Credit and any closing prorations and adjustments, pursuant to the terms of the Purchase Agreement.
- E. At closing, Escrow Agent shall pay by wire transfer to MVCRA the balance of the Purchase Price, minus the amount of the Public Improvement Credit and any closing prorations and adjustments, pursuant to the terms of the Purchase Agreement.

Balance of page intentionally blank Signature pages follow. IN WITNESS WHEREOF, the parties have executed this Addendum effective as of the date set forth above.

Signed, Sealed and Delivered in the Presence of:

COUNTY:

Attest:

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

Deputy Clerk A.ACR 2021-142

Charlotte County, a political subdivision of the State of Florida

By: <u>[a] (llen.)</u> William G. Truex, (

oate: <u>Dec</u>

Approved as to form and legal sufficiency:

Janette S. Knowlton, County Attorney

## MVCRA:

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

By: William G. Truex 2 hai

Date: December 14022100

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

Attest:

Laun Snoloski

Approved as to form and legal sufficiency:

Janette S. Knowlton, County Attorney LR21-0761 Witnesses:

Printed name: David Lopez

Printed name: Bryon T. LoPreste

SELLER:

KOLTER GROUP ACQUISITIONS, LLC a Florida limited liability company

Name: James P. Harvey

Title: Authorized Signatory.

Date: 12.13 -2021