

**THIRD AMENDMENT TO CONTRACT FOR PURCHASE OF REAL
PROPERTY**

This THIRD AMENDMENT TO CONTRACT FOR PURCHASE REAL PROPERTY (this “Amendment”) is entered into this ____ day of October, 2023, by and among THE CITY OF CLEARWATER, FLORIDA, a Municipal Corporation of the State of Florida (“Seller”), and The DeNunzio Group, LLC, a Florida limited liability company (“DeNunzio”), and Gotham Property Acquisitions, LLC, a New York limited liability company (“Gotham”) (DeNunzio and Gotham shall be collectively referred to as “Purchaser”).

WHEREAS, Seller and Purchaser entered into that certain Contract for Purchase of Real Property with an effective date of August 15, 2022, as amended by that certain First Amendment to Contract for Purchase Real Property with an effective date of January 9, 2023, as amended by that certain Second Amendment to Contract for Purchase Real Property with an effective date of August 22, 2023 (collectively, the “Agreement”), concerning the sale from Seller to Purchaser of the property known as the “Old City Hall Site”, as more particularly defined in the Agreement and Exhibit “A” attached hereto; and

WHEREAS, Seller and Purchaser desire to amend the Agreement to extend the inspection period for the Old City Hall Site as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Purchaser and Seller hereby agree as follows:

1. Capitalized Terms. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.
2. Inspection Period. Section 19 of the Agreement is hereby amended so that the Inspection Period as defined in Section 19 is extended until February 28, 2024.
3. Conflict in Terms. In the event of any conflict between the terms of this Amendment and the Agreement, the terms contained in this Amendment shall supersede and control.
4. Ratification; Full Force and Effect. Except as expressly modified and amended herein, the terms of the Agreement are hereby ratified and affirmed and shall remain in full force and effect.
5. Severability. If any provision of this Amendment shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Amendment and the application of such provision shall not be affected thereby, but rather shall be enforced to the maximum extent possible.
6. Headings. The captions and headings used throughout this Amendment are for convenience of reference only and shall not affect the interpretation of this Amendment.

7. Counterparts. This Amendment may be executed in two or more counterparts and/or counterpart signature pages, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. In addition, the parties may execute this Amendment by pdf of facsimile signature which shall be deemed for all purposes original signatures.

8. Binding Effect. This Amendment shall inure to the benefit of and shall be binding upon each of the parties hereto and their respective successors and assigns.

9. Entire Agreement. Collectively, the Agreement and this Amendment are the total agreement of the parties and replaces any prior negotiations, understandings or agreements among the parties, whether written or oral, pertaining to subject matter hereof. Each of the parties acknowledges representation by counsel throughout all of the negotiations which preceded execution of this Amendment, and this Amendment has been executed freely and voluntarily with the consent of and upon the advice of counsel. Each of the parties acknowledges that it has not relied on any promise, covenant, representation, or warranty, express or implied, not expressly set forth in this Amendment.

[Signature Pages Follow]

PURCHASER SIGNATURE PAGE FOR THIRD AMENDMENT
TO CONTRACT FOR PURCHASE OF REAL PROPERTY

IN WITNESS WHEREOF, Seller and Purchaser have executed this Amendment as of the date and year first written above.

THE DENUNZIO GROUP, LLC,
a Florida limited liability company

Date: October____, 2023

By: _____
Name: Dustin J. DeNunzio
Title: Manager

GOTHAM PROPERTY ACQUISITIONS LLC,
a New York limited liability company

Date: October____, 2023

By: _____
Name: _____
Title: _____

SELLER SIGNATURE PAGE FOR THIRD AMENDMENT
TO CONTRACT FOR PURCHASE OF REAL PROPERTY

Countersigned:

CITY OF CLEARWATER, FLORIDA,
A Florida municipal corporation.

By: _____
Brian J. Aungst, Sr.
Mayor

By: _____
Jennifer Poirrier
City Manager

Approved as to form:

Attest:

Matthew J. Mytych, Esq.
Assistant City Attorney

Rosemarie Call
City Clerk