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RECORDED IN THE OFFICIAL RECORDS OF Tom Bexley, Clerk of the Circuit Court & Comptroller Flagler, FL

THIS INSTRUMENT PREPARED BY AND RECORD AND RETURN TO:

SCOTT A. COOKSON, ESQ.
SHUFFIELD, LOWMAN & WILSON, P.A.
1000 LEGION PLACE, SUITE 1700
ORLANDO, FL 32801
407-581-9800

AMENDED MEMORANDUM OF AGREEMENT

THIS AMENDED MEMORANDUM OF AGREEMENT (this "**Amended Memorandum**") is entered into by and between **VENTURE 8, LLC**, a Florida limited liability company whose address is post office drawer 2140, Daytona Beach, Florida 32115 ("**Seller**") and **KOLTER GROUP ACQUISITIONS LLC**, a Florida limited liability company whose address is 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637 ("**Purchaser**") as of the 8th day of May, 2023.

RECITALS

WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement dated May 7, 2021 (as amended, the "**Agreement**"), regarding the sale by Seller to Purchaser of the real property ("**Property**") more particularly described on **Exhibit "A"** attached to that certain Memorandum of Agreement, dated May 14, 2021, recorded on May 17, 2021, in Official Records Book 2563, Page 1486 of the Public Records of Flagler County, Florida (the "**Original Memorandum**", or together with this Amended Memorandum, the "**Memorandum**"); and

WHEREAS, under the terms of the Agreement, Purchaser has released to Seller the Released Portion of the Deposit (as defined in the Agreement) which Seller is obligated to return to Purchaser in the event the Agreement is terminated due to a Seller Event of Default (as defined in the Agreement); and

WHEREAS, in accordance with Section 4.2.2 of the Agreement, Purchaser has the option to extend the Closing Date (as defined in the Agreement) by providing written notice to Seller and delivering the applicable Extension Fees or Additional Extension Fees (as those terms are defined in the Agreement), which Seller is obligated to return to Purchaser in the event the Agreement is terminated due to a Seller Event of Default; and

WHEREAS, Seller and Purchaser desire to place this Amended Memorandum of record as notice to third parties of the existence of the Agreement and Seller's obligation to return to Purchaser the Released Portion of the Deposit, as well as the Extension Fees and Additional Extension Fees (if any), released by Purchaser to Seller, in the event the Agreement is terminated due to a Seller Event of Default.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration delivered pursuant to the Agreement, the receipt and sufficiency of which are acknowledged, Seller and Purchaser enter into the following agreement:

1. **Recitals**. The above recitals are true and correct and are incorporated in this Amended Memorandum by reference as if set forth in full herein. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement.

2. **Existence of Agreement**. Third parties are hereby notified of the existence of the Agreement. Seller's sale or conveyance of any portion of the Property is prohibited during such time as the Agreement is in effect.

3. **Released Portion of Deposit and Extension Fees**. In the event the Agreement is terminated due to a Seller Event of Default, pursuant to the terms of the Agreement with such termination Seller is obligated to return to Purchaser both the Released Portion of the Deposit, as well as any Extension Fees or Additional Extension Fees then released to Seller.

3. **Termination**. This Amended Memorandum shall terminate upon the recording of an instrument signed by both Seller and Purchaser terminating the Memorandum.

4. **Binding Effect**. The terms and provisions of the Memorandum shall be binding upon and inure to the benefit of Seller and Purchaser, and their representatives, successors, and assigns. The burdens hereof shall run with the land, with the effect that any person or entity which acquires an interest in the Property shall be bound by the burdens hereof. In the event of any conflict between the terms and conditions of the Memorandum and the terms of the Agreement, the terms of the Agreement shall control.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Seller and Purchaser have executed this Amended Memorandum as of the date first above-written.

SELLER:

VENTURE 8, LLC, a Florida limited liability company

By: ______________________
Name: John Schnebly Sr
Its: MANAGER
Date: 5-5-23

STATE OF FLORIDA)
) ss.:
COUNTY OF Volusia)

The foregoing instrument was acknowledged before me by means of (x) physical presence or ( ) online notarization this 5 day of May, 2023 by John Schnebly, Sr., as Manager of **VENTURE 8, LLC**, a Florida limited liability company on behalf of the company, who is personally known to me or who produced ______________________ as identification.

[Official Notarial Seal]

NOTARY PUBLIC
Mckayla Sisler
Notary Public - State of Florida
Commission: GG959154
Expires: 02/17/2024

Mckayla Sisler
Notary Public

Mckayla Sisler
(Print or type name)

Commission No.: GG959154

My Commission Expires: 2/17/2024

PURCHASER:

KOLTER GROUP ACQUISITIONS LLC, a Florida limited liability company

By: ______________________________
Name: James P. Harvey
Its: Authorized Signatory
Date: MAY 8, 2023

STATE OF FLORIDA)
) ss.:
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me by means of (x) physical presence or ( ) online notarization this 8th day of May, 2023, by James P. Harvey, as Authorized Signatory of **KOLTER GROUP ACQUISITIONS LLC**, a Florida limited liability company, on behalf of the company, who is personally known to me or who produced ______________________________ as identification.

[Official Notarial Seal]

NOTARY PUBLIC STATE OF FLORIDA
Notary Public State of Florida
Bryon T LoPreste
My Commission GG 919288
Expires 01/27/2024

____
Notary Public

Bryon T. LoPreste
(Print or type name)

Commission No.: GG919288

My Commission Expires: 01-27-24