

**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

SECOND AMENDED MEMORANDUM OF AGREEMENT

THIS SECOND AMENDED MEMORANDUM OF AGREEMENT (this “**Second 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 3rd day of October, 2023.

RECITALS

WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement dated May 7, 2021, as amended by that certain First Amendment to Purchase and Sale Agreement dated August 4, 2021, as further amended by that certain Second Amendment to Purchase and Sale Agreement dated August 30, 2021, as further amended by that certain Third Amendment to Purchase and Sale Agreement dated August 31, 2021, as further amended by that certain Fourth Amendment to Purchase and Sale Agreement dated May 5, 2023, and as further amended by that certain Fifth Amendment to Purchase and Sale Agreement dated September 28, 2023 (the “**Fifth Amendment**”) (collectively, and as may be further 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**”), as modified and amended by that certain Amended Memorandum of Agreement, dated May 8, 2023, and recorded on May 11, 2023, in Official Records Book 2779, Page 1490 of the Public Records of Flagler County, Florida (the “**First Amended Memorandum**”, or together with the Original Memorandum and this Second 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 Fifth Amendment) which Seller is obligated to return to Purchaser only 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, Additional Extension Fees or Fifth Amendment Extension Fees (as those terms are defined in the Agreement), which Seller is obligated to return to Purchaser only in the event the Agreement is terminated due to a Seller Event of Default; and

WHEREAS, Seller and Purchaser desire to place this Second 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, Additional Extension Fees, and Fifth Amendment Extension Fees (if any), released by Purchaser to Seller, only 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 Second 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 the Released Portion of the Deposit, as well as any Extension Fees, Additional Extension Fees, or Fifth Amendment Extension Fees, if any, then released to Seller.
3. **Termination**. This Second 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 Second Amended Memorandum as of the date first above-written.

SELLER:

VENTURE 8, LLC, a Florida limited liability company

By: [Signature]
 Name: John Schnebly, Sr
 Its: Manager
 Date: 10/2/2023

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

The foregoing instrument was acknowledged before me by means of (x) physical presence or () online notarization this 2 day of October, 2023, by John Schnebly, Sr as Manager of **VENTURE 8, LLC**, a Florida limited liability company, on behalf of the company, (x) who is personally known to me or () who produced _____ as identification.

[Official Notarial Seal]



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

[Signature]
 Notary Public

Mckayla Sisler
 (Print or type name)

Commission No.: 66959154

My Commission Expires: 02/17/2024

PURCHASER:

KOLTER GROUP ACQUISITIONS LLC, a Florida limited liability company

By: _____

Name: James P. Harvey

Its: Authorized Signatory

Date: 9.29.2023

STATE OF FLORIDA

)

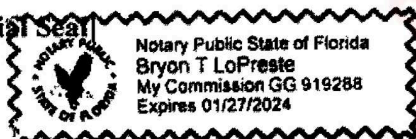
) ss.:

COUNTY OF HILLSBOROUGH

)

The foregoing instrument was acknowledged before me by means of (x) physical presence or () online notarization this 29th day of September, 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

Bryon T. LoPreste
(Print or type name)

Commission No.: GG919288

My Commission Expires: 01/27/24