

**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

THIRD AMENDED MEMORANDUM OF AGREEMENT

THIS THIRD AMENDED MEMORANDUM OF AGREEMENT (this “**Third 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 11th day of March, 2024.

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, as further amended by that certain Fifth Amendment to Purchase and Sale Agreement dated September 28, 2023 (the “**Fifth Amendment**”), and as further amended by that certain Sixth Amendment to Purchase and Sale Agreement dated March 7, 2024 (the “**Sixth 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, and recorded on May 17, 2021, in Official Records Book 2563, Page 1486 (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 (the “**First Amended Memorandum**”), and as further modified and amended by that certain Second Amended Memorandum of Agreement dated October 3, 2024, and recorded on October 10, 2023, in Official Records Book 2818, Page 795, all of the Public Records of Flagler County, Florida (the “**Second Amended Memorandum of Agreement**”, or together with the Original Memorandum, the First Amended Memorandum, the Second Amended Memorandum, and this Third 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, Fifth Amendment Extension Fees, or Sixth

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 Third 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, Fifth Amendment Extension Fees, and Sixth 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 Third 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, Fifth Amendment Extension Fees, or Sixth Amendment Extension Fees, if any, then released to Seller.
3. **Termination.** This Third 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 Third Amended Memorandum as of the date first above-written.

Signed, sealed, and delivered
in the presence of:

SELLER:

VENTURE 8, LLC, a Florida limited liability
company

By: Theresa LaCombe
Name: Theresa LaCombe
Address: 1308 Concept Ct
Daytona Beach, FL 32114

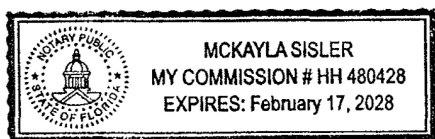
By: [Signature]
Name: John Schnebly Sr
Its: Manager
Date: 3/6/2024

By: [Signature]
Name: John Schneider
Address: 1308 Concept Ct
Daytona Beach, FL 32114

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

The foregoing instrument was acknowledged before me by means of (x) physical presence or () online notarization this 4 day of March, 2024, 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]



McKayla Sisler
Notary Public

McKayla Sisler
(Print or type name)

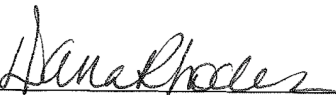
Commission No.: HH 480428

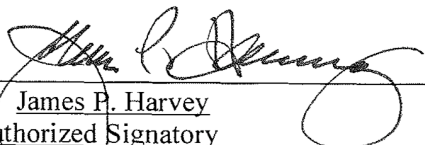
My Commission Expires: 2/17/2028

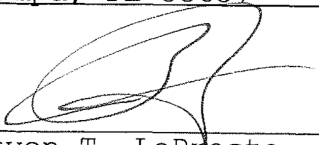
Signed, sealed, and delivered
in the presence of:

PURCHASER:

KOLTER GROUP ACQUISITIONS LLC, a
Florida limited liability company

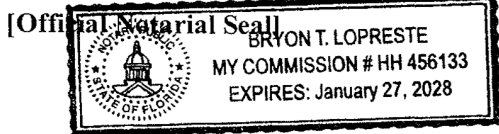
By: 
Name: Dana Rhodes
Address: 14025 Riveredge Dr. #175
Tampa, FL 33637

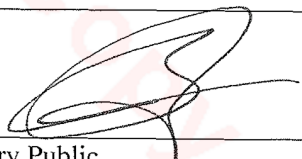
By: 
Name: James P. Harvey
Its: Authorized Signatory
Date: March 11, 2024

By: 
Name: Bryon T. LoPreste
Address: 14025 Riveredge Dr. #175
Tampa, FL 33637

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

The foregoing instrument was acknowledged before me by means of (x) physical presence or () online notarization this 11th day of March, 2024, by James P. Harvey, as Authorized Signatory of **KOLTER GROUP ACQUISITIONS LLC**, a Florida limited liability company, on behalf of the company, (x) who is personally known to me or () who produced _____ as identification.




Notary Public

Bryon T. LoPreste
(Print or type name)

Commission No.: HH456133

My Commission Expires: 01/27/28