

AMENDMENT TO ASSIGNABLE OPTION TO PURCHASE REAL ESTATE

THIS AMENDMENT TO ASSIGNABLE OPTION TO PURCHASE REAL ESTATE (this "**Amendment**") is entered into as of December 2, 2015, by and between LAND INVEST HOLDING LLC, a Florida limited liability company (the "**Seller**") and THE UNITED STATES OF AMERICA, FOR AND ON BEHALF OF THE DEPARTMENT OF VETERANS AFFAIRS (the "**Government**").

RECITALS:

A. Government and Seller are parties to that certain Assignable Option to Purchase Real Estate, dated as of September 24, 2012, as amended as of March 24, 2015 (collectively, the "**Agreement**").

B. Government and Seller desire to amend the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Option Period. Section 2 of the Agreement is hereby amended to include the following subsections 2.3.3 and 2.3.4:

"2.3.3 Fifth Extended Option Period. The Fourth Extended Option Period may be extended at the election of the Government or its assign(s), for an additional six (6) months (until June 20, 2016) (the "**Fifth Extended Option Period**") upon payment by the Government to the Seller of an additional Option Fee in the sum of Two Hundred Thousand and No/100 Dollars (\$200,000.00) (the "**Fifth Extended Option Fee**"), which along with written notice to such effect must be received by the Seller prior to the expiration of the Fourth Extended Option Period. If the Government fails to Exercise the Option, or fails to exercise the Fifth Extended Option Period, either in accordance with the terms of this Agreement, prior to the expiration of the Fourth Extended Option Period, then the Seller shall notify Government and its assigns, in writing of its failure to extend the Fourth Option Period, and provide Government with ten (10) business days in which to cure the defect.

2.3.4 Sixth Extended Option Period. The Fifth Extended Option Period may be extended at the election of the Government or its assign(s), for an additional three (3) months (until September 19, 2016) (the "**Sixth Extended Option Period**") upon payment by the Government to the Seller of an additional Option Fee in the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) (the "**Sixth Extended Option Fee**"), which along with written notice to such effect must be received by the Seller prior to the expiration of the Fifth Extended Option Period. If the Government fails to Exercise the Option, or fails to exercise the Sixth Extended Option Period, either in accordance with the terms of this Agreement, prior to the expiration of the Fifth Extended Option Period, then the Seller shall

notify Government and its assigns, in writing of its failure to extend the Fifth Option Period, and provide Government with ten (10) business days in which to cure the defect.”

2. Option Fee and Option Extension Fees. Section 2.4 of the Agreement is hereby deleted in its entirety and the following substituted in lieu thereof:

“2.4. Option Fee and Option Extension Fees. The Option Fee, the First Extended Option Extension Fee, the Second Extended Option Extension Fee, the Third Extended Option Fee, the Fourth Extended Option Fee, the Fifth Extended Option Fee and the Sixth Extended Option Fee, as applicable, shall each be deemed earned by and disbursed to the Seller upon receipt and, if Closing occurs the Option Fee and First Extended Option Fee (but not the Second Extended Option Fee, the Third Extended Option Fee, the Fourth Extended Option Fee, the Fifth Extended Option Fee, nor the Sixth Extended Option Fee) shall be applied as a credit to the Purchase Price at the Closing.” The Second Extended Option Fee, the Third Extended Option Fee, the Fourth Extended Option Fee, the Fifth Extended Option Fee and the Sixth Extended Option Fee shall be deemed, upon receipt, as an increase in the Purchase Price.

3. Cross Easements. Section 23 of the Agreement titled “Cross-Easements” is hereby deleted in its entirety.
4. Exhibits. Seller and Government acknowledge and agree that the following Exhibits are hereby attached to and made a part of the Agreement: Exhibit “A” (General Depiction), Exhibit “A-1” (Legal Description), and “Exhibit C” (Seller Retained Parcels).
5. Section 22, Notice. Section 22, Notice, is revised to change the address for the Seller “copy to” from Phelps Dunbar, LLP to the following:

“Copy to: Anthony and Partners, LLC
201 N. Franklin Street, Suite 2800
Tampa, FL 33602
Attn: Barbara Luikart, Esq.
Phone: 813-273-5616
Fax: 813-221-4113
Email: bluikart@anthonyandpartners.com”

Similarly in Section 5.1, “Commitment,” “Phelps Dunbar, LLP” is hereby replaced with “Anthony and Partners, LLC.”

6. Recitals, Defined Terms. The recitals set forth above are fully incorporated herein by this reference. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Agreement.

7. No Further Amendment. Except as specifically amended herein, the Agreement is not otherwise amended, and the Agreement remains in full force and effect as amended by this Amendment, and the execution of this Amendment by both parties constitutes a ratification and affirmation of the same. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control.
8. Binding Effect. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
9. Execution and Delivery. This Amendment may be executed in any number of counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument. Execution and delivery of this Amendment may be accomplished via facsimile, e-mail, or other electronic transmission.

IN WITNESS WHEREOF, the parties have entered into this Amendment effective on the date first above written.

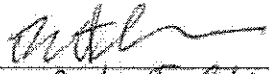
[Signatures Follow On Next Page]

Witnesses:

SELLER:

LAND INVEST HOLDING LLC, a Florida
limited liability company

Sign: _____
Print Name: _____
Address: _____

By: 
Print Name: Robert ELASER
Title: MANAGER
Date: 12/2/15

Sign: _____
Print Name: _____
Address: _____

[Signatures Continue on Next Page]

Witnesses:

GOVERNMENT:

UNITED STATES OF AMERICA, FOR AND
ON BEHALF OF THE DEPARTMENT OF
VETERANS AFFAIRS

Sign: _____
Print Name: _____
Address: _____

By: *Zebulon P. Fox*
Print Name: Zebulon P. Fox
Its Contracting Officer
Date: 02 DEC 2015

Sign: _____
Print Name: _____
Address: _____



LINE TABLE		
LINE	LENGTH	BEARING
L1	100.00'	N00°20'29"E
L2	488.70'	S89°51'04"E
L3	99.89'	N00°21'49"E
L4	288.65'	N00°21'49"E
L5	37.47'	S89°51'04"E
L6	356.46'	S75°56'58"E
L7	593.78'	N85°36'39"E
L8	316.78'	S01°49'17"W
L9	453.10'	N89°51'04"W
L10	161.81'	S00°08'56"W
L11	554.53'	N89°51'04"W

SEE PAGE 2 OF 2
FOR LEGAL DESCRIPTION

W.C. SHERRILL AND COMPANY, LLC

DATE: 12/6/12

WALTER C. SHERILL, JR., P.S.M. No. 4803

THIS SKETCH NOT VALID UNLESS IN

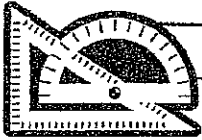
FOR YOUR SEAL

Section 8 Township 31 S Range 20

PAGE 1 OF 2

EXHIBIT





W.C. SHERRILL AND COMPANY LLC

P.O. Box 203 • ODESSA • FLORIDA 33556
PHONE: 813.624.8806

December 5, 2012

Legal Description: (Tract 5)

A tract of land being a portion of the Southwest 1/4 and a portion of the Northwest 1/4 of Section 8, Township 31 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Lot 1, "Summerfield Crossings Commercial Phase 2, Platted Subdivision with No Improvements", according to the map or plat thereof as recorded in Plat Book 104, Page 89, of the public records of Hillsborough County, Florida, said point lying on the Easterly right-of-way line of U.S. Highway No. 301 per State of Florida State Road Department right-of-way maps, Section No. 10010-2504; run thence along said right-of-way line, North 00°20'29" East, 100.00 feet to a point of intersection with the Northerly right-of-way line of Summerfield Crossings Boulevard; thence along said Northerly right-of-way line lying 100.00 feet Northerly of and parallel with the Northerly boundary of the aforementioned "Summerfield Crossings Commercial Phase 2, Platted Subdivision with No Improvements", South 89°51'04" East, 488.70 feet to the Point of Beginning; thence departing said Northerly right-of-way line, North 00°21'49" East, 99.89 feet to a point of curvature; thence Northwesterly, 216.00 feet along the arc of a curve to the left having a radius of 230.00 feet, a central angle of 53°48'30", and a chord of 208.15 feet which bears North 26°32'26" West to a point of reverse curvature; thence Northwesterly, 159.65 feet along the arc of a curve to the right having a radius of 170.00 feet, a central angle of 53°48'30", and a chord of 153.85 feet which bears North 26°32'26" West to a point of tangency; thence North 00°21'49" East, 288.65 feet to a point of curvature; thence Northeasterly, 54.85 feet along the arc of a curve to the right having a radius of 35.00 feet, a central angle of 89°47'06", and a chord of 49.40 feet which bears North 45°15'22" East to a point of tangency; thence South 89°51'04" East, 37.47 feet to a point of curvature; thence Easterly, 354.24 feet along the arc of a curve to the right having a radius of 1,460.00 feet, a central angle of 13°54'06", and a chord of 353.37 feet which bears South 82°54'01" East to a point of tangency; thence South 75°56'58" East, 356.46 feet to a point of curvature; thence Easterly, 152.19 feet along the arc of a curve to the left having a radius of 500.00 feet, a central angle of 17°26'23", and a chord of 151.60 feet which bears South 84°40'10" East to a point of tangency; thence North 86°36'39" East, 593.78 feet to a point of intersection with the Westerly boundary of that certain parcel of land described in Official Records Book 5608, Page 670, and Official Records Book 6961, Page 1294, of the public records of Hillsborough County, Florida; thence along said Westerly boundary lying 60.00 feet Westerly of and parallel with the Westerly boundary of "Summerfield Village 1 Tract 11, Phase 1 & 2", according to the map or plat thereof as recorded in Plat Book 92, Page 96, of the public records of Hillsborough County, Florida, the following two (2) courses: 1) South 01°49'17" West, 315.78 feet to a point of curvature; 2) thence Southerly, 217.57 feet along the arc of a curve to the right having a radius of 526.68 feet, a central angle of 23°40'09", and a chord of 216.03 feet which bears South 13°39'21" West to the end of said curve and the beginning of a non-tangent line; thence departing said Westerly boundary, North 89°51'04" West, 453.10 feet; thence South 00°08'56" West, 161.81 feet to the aforementioned Northerly right-of-way line of Summerfield Crossings Boulevard also being the beginning of a non-tangent curve; thence Westerly along said Northerly right-of-way line, 289.42 feet along the arc of a curve to the left having a radius of 900.00 feet, a central angle of 18°25'29", and a chord of 288.17 feet which bears North 80°38'20" West to a point of tangency; and thence continue along said Northerly right-of-way line, North 89°51'04" West, 554.53 feet to the Point of Beginning.

Tract contains 20.55 acres, more or less.

Prepared by:

W. C. Sherrill and Company, LLC

26232 Wesley Chapel Boulevard

Lutz, Florida 33559

813-345-4270

Walter C. Sherrill, Jr., PSM

Project Manager



SURVEYING • MAPPING • CONSULTING

EXHIBIT

C

SELLER RETAINED PARCELS

(CROSS-HATCHED)

GRAPHIC SCALE



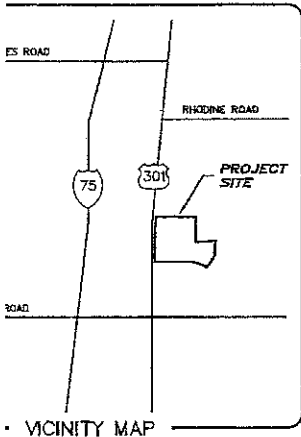
SITE INFO:

FOLIO #077718.0310
VACANT UNDEVELOPED LAND
PD
RES-4

LEGEND

66843.0100 FOLIO NUMBER
ASC-1 ZONING DISTRICT
RES-4 LAND USE DESIGNATION
↑ ACCESS/ENTRY POINT

US 301



PROJECT DATA TABLE

PROJECT SITE = 48.1 CROSS ACRES
(NOTE: FLEX IS GRAPHICALLY SHOWN ON PLAN = 14 ACRES)

THE FLEX PERMITS THE RELOCATION OF ALREADY APPROVED USES ON SITE WITH NO ADDITIONAL SQUARE FOOTAGE SITE

GROSS BUILDING COVERAGE	= 287,000 SQUARE FEET	= 13.7 % OF SITE
RESIDENTIAL DENSITY	= 0 (NONE - NO PROPOSED RESIDENTIAL USES)	
ENVIRONMENTALLY SENSITIVE AREA	= 72,100 SQUARE FEET	= 3.4 % OF SITE
MAN-MADE WATER BODIES	= 0 SQUARE FEET	= 0 % OF SITE
NATURAL WATER BODIES	= 0 SQUARE FEET	= 0 % OF SITE
PROPOSED IMPERVIOUS AREA	= 720,000 SQUARE FEET	= 34.4 % OF SITE
PROPOSED TOTAL RETENTION AREA	= 350,000 SQUARE FEET	= 16.7 % OF SITE
PROPOSED GREEN/OPEN SPACE	= 657,000 SQUARE FEET	= 31.8 % OF SITE
	= 100.0 % OF SITE	= 100.0 % OF SITE

RZ PETTIO
RZ PETTIO
RZ PETTIO