

## FIFTH ADDENDUM TO VACANT LAND PURCHASE AND SALE AGREEMENT

This Fifth Addendum ("Fifth Addendum") is executed and made as of the 29<sup>th</sup> day of September, 2017, by and between THE PINEAPPLE CORPORATION OF JACKSONVILLE, INC., a Florida corporation ("Buyer"), and MICHAEL GOLDBERG, in his capacity as court-appointed receiver for MAMC BELLA VISTA, LLC, a Florida limited liability company ("Seller").

### WITNESSETH:

**WHEREAS**, the parties entered into that certain Vacant Land Purchase and Sale Agreement as amended by that certain First Addendum to Vacant Land Purchase and Sale Agreement, that certain Second Addendum to Vacant Land Purchase and Sale Agreement, that Third Addendum to Vacant Land Purchase and Sale Agreement, and that Fourth Addendum to Vacant Land Purchase and Sale Agreement (collectively the "Agreement") with respect to the sale and purchase of the Property described therein; and

**WHEREAS**, Buyer and Seller have agreed to amend the Agreement pursuant to the terms and conditions of this Fifth Addendum; and

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, each to the other in hand paid, receipt of which is hereby acknowledged, and the mutual covenants and undertakings contained herein, the parties hereto agree as follows:

1. **Recitals; Capitalized Terms; General Provisions.** The above recitals are true and correct in all respects. This Fifth Addendum shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Capitalized terms shall have the meanings defined in the Agreement unless otherwise defined herein. In the event of any conflict between this Fifth Addendum and the Agreement, this Fifth Addendum shall control. In all other respects, all other terms and conditions of the Agreement are hereby ratified, and remain in full and force and effect and constitute valid and binding obligations of the Buyer and Seller enforceable against each other in accordance with the terms and provisions contained therein.
2. **Permitting Period.** Buyer hereby acknowledges that the Permitting Period as described in Paragraph 9 of the Vacant Land Purchase and Sale Agreement has expired. Although Buyer has not received the Permits prior to said expiration, Buyer hereby waives such condition and agrees to proceed to Closing.
3. **Closing Date.** The Closing Date referenced in Paragraph 4 of the Agreement shall take place on or before March 31, 2018.
4. **Purchase Price:** The Purchase Price shall be adjusted to \$1,300,000.
5. **Extension Fee:** Buyer agrees to pay Seller a non-refundable Extension Fee of \$30,000. Buyer and Seller agree that Escrow Agent shall be instructed to pay the Extension Fee to Seller from the Deposit(s) within five (5) business days from the mutual execution of this Fifth Addendum. Upon payment of the Extension Fee to Seller, Buyer's Deposit(s) shall be reduced to \$25,000. Buyer also agrees to pay directly to Seller a non-refundable Additional Extension Fee of \$20,000 on or before December 31, 2017. It is mutually understood that the Extension Fee and the Additional Extension Fee as provided for herein will not be credited towards the Purchase Price.
6. **Pro-rations.** Buyer agrees to pay for all pro-rations from April 1, 2017 to closing.

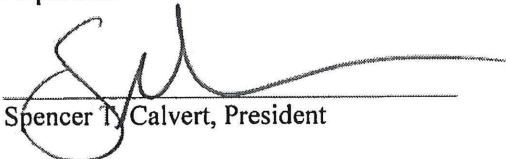
7. Counterparts. This Fifth Addendum may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement. This Fifth Addendum may be executed by facsimile or e-mail signature, which shall, for all purposes, serve as an original executed counterpart of this Fifth Addendum.

IN WITNESS WHEREOF, Buyer and Seller have executed this Fifth Addendum as of the day and year first above written.

**BUYER:**

**THE PINEAPPLE CORPORATION OF JACKSONVILLE, INC.**, a  
Florida corporation

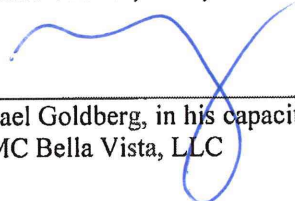
By:

  
\_\_\_\_\_  
Spencer T. Calvert, President

**SELLER:**

**MAMC BELLA VISTA, LLC**, a Florida limited liability company

By:

  
\_\_\_\_\_  
Michael Goldberg, in his capacity as court-appointed receiver for  
MAMC Bella Vista, LLC