

**FIRST ADDENDUM TO
TRI-PARTY INFRASTRUCTURE AND CONVEYANCE AGREEMENT**

THIS FIRST ADDENDUM TO TRI-PARTY INFRASTRUCTURE AND CONVEYANCE AGREEMENT (hereinafter "Addendum") is entered into as of December 5, 2014, by and between LEON COUNTY, FLORIDA (hereinafter "the County"), a charter county and political subdivision of the State of Florida, ORCHARD POND GREENWAY, LLC (hereinafter "the Operator"), a Florida limited liability company, ORCHARD POND, L.L.C. (hereinafter "OP"), a Florida limited liability company, and ORCHARD POND PARKWAY, LLC (hereinafter "OPP"), a Florida limited liability company.

WHEREAS, the County, the Operator, and OP entered into that certain Tri-Party Infrastructure and Conveyance Agreement effective August 14, 2013 with respect to the construction of a toll road project known as Orchard Pond Parkway ("the Agreement"); and

WHEREAS, the parties to the Agreement now desire to amend the Agreement pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Agreement, the County, the Operator, OP, and OPP hereby agree as follows:

1. The recitals set forth above are true and correct and are hereby incorporated herein as if again set forth in their entirety.

2. The Agreement is hereby amended to provide that OPP, as the successor in title to the real property being the subject of the Agreement, is substituted as the "Owner" (as defined in section 2(n) of the Agreement) in the place of OP.

3. Section 10.(c)(v) of the Agreement is hereby amended to add the following provision:

"5. that certain Mortgage & Security Agreement dated December 5, 2014 by and between Orchard Pond Parkway, LLC, as Mortgagor, Orchard Pond Greenway, LLC, as Borrower, and State of Florida Department of Transportation, as Lender, and recorded in Official Records Book 4741, at Page 1211 of the Public Records of Leon County, Florida (hereinafter "the SIB Mortgage"). While the County's title to such real property will be subject to the SIB Mortgage, the County shall have no obligation to pay the debt secured by the SIB Mortgage, which shall remain the obligation of the Borrower."

4. Section 14 of the Agreement is hereby amended with regard to notices to the Owner to read as follows:

For the Owner:

Orchard Pond Parkway, LLC
c/o Jeffrey S. Phipps
500 Orchard Pond Road
Tallahassee, Florida 32312

Copy to:

Michael P. Bist
Gardner, Bist, Wiener, Bowden, Bush
Dee, LaVia & Wright, P.A.
1300 Thomaswood Drive
Tallahassee, Florida 32308

5. Except as specifically amended in this Addendum, all of the terms, provisions, covenants, and conditions of the Agreement shall remain unmodified and in full force and effect as written.

The above-named parties have executed this Addendum to be effective as of the date set forth above.

**ORCHARD POND, L.L.C., A FLORIDA
LIMITED LIABILITY COMPANY**

By: SMan Management, LLC, a Florida
limited liability company.
Its: Manager

By: Jeffrey S. Phipps
Its: Manager

**ORCHARD POND PARKWAY, LLC, A
FLORIDA LIMITED LIABILITY COMPANY**

By: SMan Management, LLC, a Florida
limited liability company.
Its: Manager

By: Jeffrey S. Phipps
Its: Manager

**ORCHARD POND GREENWAY, LLC, A
FLORIDA LIMITED LIABILITY COMPANY**

By: SMan Management, LLC, a Florida
limited liability company.
Its: Manager

By: Jeffrey S. Phipps
Its: Manager

LEON COUNTY, FLORIDA

By: Mary Ann Lindley, Chairman
Board of County Commissioners

APPROVED AS TO FORM:
County Attorney's Office

Herbert W. A. Thiele, Esquire
County Attorney