

**ADDENDUM TO AGREEMENT
FOR SALE AND PURCHASE OF PROPERTY**

This is an Addendum (this "Addendum") to the AGREEMENT FOR SALE AND PURCHASE OF PROPERTY, by and between PASCO COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, hereinafter referred to as "BUYER," and Staryn Hinshaw, as sole successor trustee of the Marshall A Springer and Mary Margaret Springer Intervivos Trust Agreement dated April 3, 1992, as amended, hereinafter referred to as "SELLER," dated May 24, 2016, and as amended August 1, 2016 and August 25, 2016 (collectively, the "Agreement"), for the purchase of the property commonly known as the former Gulf Harbors Golf Course.

Buyer and Seller hereby agree as follows:

1. Capitalized Terms. Capitalized terms not defined herein shall have the meanings ascribed to them pursuant to the Agreement.

2. MSBU Challenge. Pursuant to paragraph 7 of the Agreement, the County's purchase was contingent upon there being no challenges to the MSBU. On October 26, 2016, the MSBU was challenged in state court, and said action remains pending. Buyer and Seller hereby agree that, should Buyer not be the prevailing party in Kobernick and Levine v. Pasco County, Case No. 51-2016-3484-WS/G, Florida Circuit Court, Sixth Judicial Circuit, and any and all appeals, (the "Case"), or the Case is not otherwise disposed of in such a manner such that the MSBU ordinance is legally effective, allowing the Buyer to close on the purchase of the Property and to fund half the purchase price via the MSBU, Buyer may elect to terminate this Agreement, and, upon written notice from Buyer to Seller of said termination, neither party shall have any further rights, obligations or liability hereunder.

3. Soil Exceedances. Pursuant to paragraph 10 of the Agreement, the Buyer conducted an Environmental Site Assessments (collectively, the "ESA"), and by letter dated January 3, 2016, the Buyer notified Seller of the ESA's findings that the following contaminants were detected on the Property at levels that exceed their respective residential Soil Cleanup Target Levels (SCTLs) (collectively, the "Exceedances"): Chlordane, Heptachlor Epoxide, Toxaphene and Arsenic. In accordance with the Agreement, Seller, at no cost to Buyer, has elected to use commercial reasonable efforts to attempt to have the Florida Department of Environmental Protection ("FDEP") approve of a formal work plan (the "Work Plan") for the use of the Property and its use for the following passive recreational uses (the "Approved Recreational Uses"): walking, hiking, jogging, bicycling, wildlife watching, painting, dog park, children's play area, and photography. If Seller is able to obtain FDEP approval of the Work Plan on terms and conditions acceptable to Seller, then Seller, in its sole discretion and at its sole cost, may undertake a further evaluation of the status of the Exceedances.

Depending on the results of such evaluation, Seller, in its sole discretion and at its sole cost, may seek a No Further Action Letter from FDEP concerning the Exceedances or any other contaminant required by FDEP for the Property, and the use of the Property for the Approved Recreational Uses (the "NFA Letter"). If Seller is able to obtain the NFA Letter stating that the Property may be used for the Approved Recreational Uses without conditions or with conditions satisfactory to Buyer, in Buyer's sole discretion, and not requiring any remediation of the

Property, and subject only to terms and conditions, which prohibit the drilling and/or installing of water wells, the Seller shall be deemed to have satisfied Buyer concerning the environmental status of the Property.

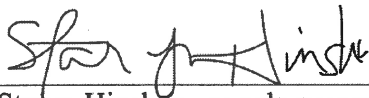
However, if Seller at any time elects not to pursue the Work Plan or elects not to seek, or continue seeking to completion, the NFA Letter from FDEP, or the terms and conditions of the NFA Letter contain conditions other than those set forth above, or require remediation, Buyer may elect to terminate this Agreement, after advising Seller, by written notice, of Buyer's objections to the conditions of the NFA Letter, other than those stated above, and giving Seller 90 days from the date of delivery of said notice to Seller to cure, at Seller's expense, Buyer's objections to the conditions of the NFA Letter, other than those permitted as stated above. Upon written notice from Buyer to Seller of said termination, neither party shall have any further rights, obligations or liability hereunder except those obligations that expressly survive the termination of the Agreement.

4. Closing Date. Buyer and Seller agree that the Closing Date shall be no later than thirty (30) days after the date on which (a) Buyer has prevailed in the Case, including any appeals (or the time for all appeals of the Case has been exhausted, waived or otherwise run) or the Case is otherwise disposed of in such a manner such that the MSBU ordinance is legally effective, allowing the Buyer to close on the purchase of the Property and to fund half the purchase price via the MSBU, and (b) Seller has provided Buyer with an NFA Letter from FDEP, stating that the Property may be used for the Approved Recreational Uses without conditions, or with conditions satisfactory to Buyer, in Buyer's sole discretion, not requiring any remediation of the Property, and subject only to terms and conditions which prohibit the drilling and/or installing of water wells or after having cured any objectionable conditions, to Buyer's satisfaction, in Buyer's sole discretion.

5. Ratification. The Agreement, as amended hereby, remains in full force and effect and constitutes a binding agreement between the parties thereto.

IN WITNESS WHEREOF, this addendum has been executed on the day and year stated below.

SELLER:

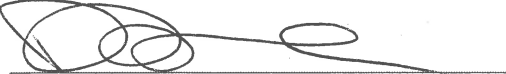


Staryn Hinshaw, as sole successor trustee
of the Marshall A Springer and Mary
Margaret Springer Intervivos Trust
Agreement dated April 3, 1992, as amended

27/08/17

Date

BUYER:



PASCO COUNTY
BY: Dan Biles
County Administrator

8/29/17

Date