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Prepared by and return to:
Ellen M. Macfarlane
Macfarlane Ferguson & McMullen
P.O. Box 1531
Tampa, Florida 33601-1531

MORTGAGE MODIFICATION AND SPREADER AGREEMENT

THIS MORTGAGE MODIFICATION AND SPREADER AGREEMENT
("Agreement") is made and entered into as of April 8th, 2016, by between **GREENERGY
COMMUNITIES WATERSET LLC**, a Florida limited liability company, having an office at
8200 Bryan Dairy Road, Suite 320, Seminole, FL 33777 (the "**Borrower**"), and **POCKET
INVESTMENT HOLDINGS, LLC**, a Florida limited liability company, having an office at
1011 Royal Pass Road, Tampa, FL 33602 ("**Lender**").

RECITALS

WHEREAS, Borrower previously obtained a loan from Lender in the amount of
\$864,662.37 (the "**Loan**") as evidenced by that certain Promissory Note (the "**Note**"), dated
February 19, 2016, payable by Borrower to the order of Lender;

WHEREAS, the Note is secured by, inter alia, that certain Mortgage and Security
Agreement dated February 19, 2016, made by Borrower for the benefit of Lender, which
Mortgage was recorded in Official Records Book 23906, Page 1835, Public Records of
Hillsborough County, Florida (the "**Original Mortgage**"), encumbering certain real property
located in Hillsborough County, Florida, more particularly described therein (the "**Original
Property**");

WHEREAS, Borrower has requested and Lender is willing to release a portion of the
Original Property described as follows:

Lot 7, Block 64, Waterset Phase 3A-1 & Waterset Boulevard Phase 2A, according to the
map or plat thereof as recorded in Plat Book 124, Pages 92 through 103, inclusive, of the
Public Records of Hillsborough County, Florida (the "**Released Lot**")

from the lien of the Mortgage and substitute the following:

Lot 9, Block 64, Waterset Phase 3A-1 & Waterset Boulevard Phase 2A, according to the
map or plat thereof as recorded in Plat Book 124, Pages 92 through 103, inclusive, of the
Public Records of Hillsborough County, Florida (the "**Substitute Lot**");

WHEREAS, Borrower and Lender have agreed to modify the terms of the Mortgage in
order to release the Released Lot and spread the lien of the Mortgage to the Substitute Lot as
more particularly described herein; and

WHEREAS, the Original Mortgage, as modified by this Agreement, shall hereinafter be collectively referred to as the "Mortgage."

NOW, THEREFORE, for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Lender and Borrower agree as follows:

A G R E E M E N T

1. Recitals. The above recitals are true and correct and are hereby incorporated into this Agreement.

2. Modifications to Mortgage.

a. The Mortgage is modified to include all the terms of this Agreement. In addition, the Original Mortgage is modified by the terms and conditions of that certain First Amendment to Loan Agreement of even date herewith, between Lender and Borrower, which together with the Loan Agreement is hereafter referred to collectively as the "**Loan Agreement**"), to the extent the terms and conditions of the Loan Agreement differ from those in the Mortgage. The term "**Loan Documents**" is amended to mean the Loan Agreement, and all other documents, instruments, guarantees, certificates and agreements, executed and/or delivered by Borrower for the benefit of Lender in order to evidence or secure the Note as same may be amended, restated or replaced, from time to time. The term "**Loan**," as defined in the Mortgage, shall mean the Note, as the same may be modified or amended from time to time.

b. The Released Lot (as described hereinabove) is hereby released from the lien of the Mortgage.

c. As additional security for the Note, Borrower hereby conveys, grants, sells, assigns and transfers to Lender and its successors and assigns, a mortgage lien on the Substitute Lot together with all of the additional rights and interests in and to the Substitute Lot as are described in the Mortgage with respect to the Original Property, and Borrower acknowledges and agrees that from and after the date hereof, the term "Property" as used in the Mortgage shall be deemed to include both the Original Property (together with all rights or interest therein granted to Lender under the Mortgage) and the Substitute Lot (together with all rights or interest therein granted to Lender under this Agreement) less and except the Released Lot. Borrower hereby ratifies and confirms the lien and security interest of the Mortgage upon and in any and all property, real, personal or mixed, tangible or intangible, now or hereafter encumbered by the Mortgage as security for the indebtedness evidenced by the Note.

3. Modification of Loan Documents. The Borrower and the Lender hereby modify and amend the Loan Documents in order to provide that:

a. the Loan Documents shall secure the Liabilities, as defined in the Mortgage, as modified hereby. The term "**Note**" or "**Notes**" as used herein and in each of the Loan Documents is hereinafter deemed to collectively refer to the Note (as defined herein); and

b. any reference in the Loan Documents to specific terms or a specific document, shall include any amendment, modification or replacement of such term or document.

4. Ratification. The Borrower ratifies and confirms the lien and security interests of the Mortgage as amended hereby upon and in any and all property, real, personal or mixed, tangible or intangible, now or hereafter encumbered by the Mortgage as amended hereby and grants to the Lender the benefit of a lien upon and security interest in all such property as security for the indebtedness evidenced by the Note.

7. Warranties and Representations. The Borrower hereby affirms, warrants and represents that all of the warranties and representations made by Borrower in the Mortgage and the Loan Documents are true and correct as of the date on which this Agreement is executed and delivered to Lender and that the Borrower has no defense or right of offset with respect to the indebtedness evidenced by the Notes and secured by the Mortgage and the Loan Documents.

6. Acknowledgment of Borrower. The Borrower acknowledges by the execution hereof that as of the date hereof all principal and interest evidenced by the Note through the date of this Agreement are unconditionally due and owing to the Lender as provided in the Notes and that the Borrower has no actions, defenses, demands and/or claims of set-off or deduction whatsoever, against (i) the Lender, (ii) the indebtedness evidenced by the Note and owed to the Lender or (iii) the Mortgage. Furthermore, the Borrower acknowledges that, as of the date hereof, the Lender has in no way defaulted or performed any act or omission under the Note, the Mortgage or the Loan Documents or any other agreements between the Borrower and the Lender which would give rise to any action or actions, cause or causes of actions, suits, debts, sums of money, damages, claims, costs, expenses and/or demands whatsoever, in law or in equity or otherwise, by the Borrower against the Lender.

7. Indemnification. The Borrower indemnifies and agrees to defend and hold the Lender harmless against any and all documentary stamps and intangible taxes, if any, imposed on the Lender by virtue of its execution of this Agreement or its ownership of the Notes and the Mortgage, including any and all penalties, interest and attorneys' fees incurred by the Lender in connection therewith, and the Borrower agrees to pay any and all such documentary stamps or intangible taxes due hereunder within fifteen (15) days after receipt by Borrower of notice thereof. In the event of a failure by the Borrower to pay such documentary stamps and intangible taxes upon demand and should the Lender elect to pay the same, the same shall be deemed an event of default by the Borrower, and all such charges shall be secured by the lien of the Mortgage and shall bear interest at the default rate provided in the Notes from the date of advance by the Lender until paid by the Borrower. The provisions of this paragraph shall survive repayment of the Notes and the satisfaction of the Mortgage so long as a claim may be asserted by the State of Florida or any of its agencies.

8. Successors and Assigns. The provisions hereof shall be binding upon and insure to the benefit of the Lender and Borrower and their respective successors, assigns and legal representatives.

9. No Novation; Lien of Mortgage Not Impaired; No Other Modifications. It is the intent of Lender and Borrower that this Agreement shall not constitute a novation of the Mortgage. The Property described in the Mortgage shall in all respects be subject to the lien, charge and encumbrance of the Mortgage and nothing herein contained or done, shall affect the lien, charge, encumbrance or conveyance of the Mortgage. In addition, nothing herein impairs or releases, any covenant, condition, agreement, or stipulation in the Mortgage, Note, or the Loan Documents, and all of the foregoing, except as herein expressly modified, shall continue in full force and effect.

10. Entire Agreement. This Agreement contains the entire agreement of Lender and Borrower with respect to the subject matter hereof.

11. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Notice of Future Advance and Mortgage Modification Agreement has been executed by Lender and Borrower on the day first written above.

Signed, sealed and delivered
in the presence of:

Greenery Communities Waterset LLC, a
Florida limited liability company

[Signature]
Print Name: BOBBIE S. TEAGER

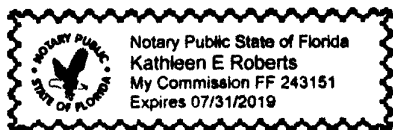
By: [Signature]
Jeff Gersh, Manager

[Signature]
Print Name: KATHLEEN E. ROBERTS

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH


The foregoing instrument was acknowledged before me this 8th day of April, 2016, by Jeff Gersh as Manager of Greenery Communities Waterset LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or ✓ has produced FL Drivers License as identification.

[Signature]
Notary Public
KATHLEEN E. ROBERTS



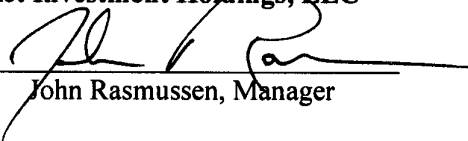
Print Name
My commission expires: 7/31/2019
Commission No. FF 243151

[Signature page of Mortgage Modification and Spreader Agreement]


Print Name C. Moore


Print Name KATHLEEN E. ROBERTS

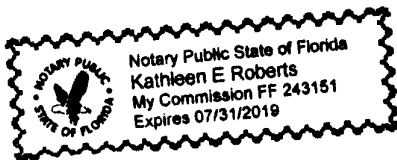
Pocket Investment Holdings, LLC

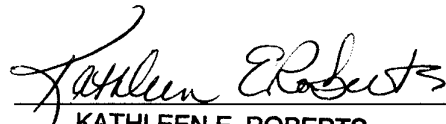
By: 
John Rasmussen, Manager

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 7th day of April, 2016, by John Rasmussen, as Manager of Pocket Investment Holdings, LLC, a Florida limited liability company. He is personally known to me or has produced FL Drivers License as identification.

(SEAL)




KATHLEEN E. ROBERTS
Print or Stamp Name:
Notary Public, State of Florida at Large
Commission No.: FF 243151
My Commission Expires: 7/31/2019