UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2021

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from __________ to __________

Commission file number 01-11350

CTO REALTY GROWTH, INC.
(Exact name of registrant as specified in its charter)

Maryland **(State or other jurisdiction of incorporation or organization)**	**59-0483700** **(I.R.S. Employer Identification No.)**
1140 N. Williamson Blvd., Suite 140 **Daytona Beach, Florida** **(Address of principal executive offices)**	**32114** **(Zip Code)**

(386) 274-2202
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class:	Trading Symbol	Name of each exchange on which registered:
Common Stock, $0.01 par value per share	**CTO**	**NYSE**
6.375% Series A Cumulative Redeemable Preferred Stock, $0.01 par value per share	**CTO PrA**	**NYSE**

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer	☐	Accelerated Filer	☒
Non-accelerated Filer	☐	Smaller Reporting Company	☐
		Emerging Growth Company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of July 22, 2021, there were 5,956,540 shares of the registrant's common stock, $0.01 par value per share, outstanding.

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PART I—FINANCIAL INFORMATION
ITEM 1. FINANCIAL STATEMENTS

CTO REALTY GROWTH, INC.
CONSOLIDATED BALANCE SHEETS
(In thousands, except share and per share data)

	As of	
	(Unaudited) June 30, 2021	December 31, 2020
ASSETS		
Real Estate:		
Land, at cost	$ 172,304	$ 166,512
Building and Improvements, at cost	320,769	305,614
Other Furnishings and Equipment, at cost	682	672
Construction in Process, at cost	1,351	323
Total Real Estate, at cost	495,106	473,121
Less, Accumulated Depreciation	(31,211)	(30,737)
Real Estate—Net	463,895	442,384
Land and Development Costs	6,684	7,083
Intangible Lease Assets—Net	71,470	50,176
Assets Held for Sale—See Note 25	3,720	833
Investment in Joint Ventures	32,497	48,677
Investment in Alpine Income Property Trust, Inc.	38,794	30,574
Mitigation Credits	2,621	2,622
Commercial Loan and Master Lease Investments	38,884	38,320
Cash and Cash Equivalents	4,701	4,289
Restricted Cash	13,918	29,536
Refundable Income Taxes	599	26
Deferred Income Taxes—Net	473	—
Other Assets—See Note 13	11,616	12,180
Total Assets	$ 689,872	$ 666,700
LIABILITIES AND STOCKHOLDERS' EQUITY		
Liabilities:		
Accounts Payable	$ 1,332	$ 1,047
Accrued and Other Liabilities—See Note 19	11,437	9,090
Deferred Revenue—See Note 20	4,036	3,319
Intangible Lease Liabilities—Net	22,459	24,163
Liabilities Held for Sale—See Note 25	831	831
Deferred Income Taxes—Net	—	3,521
Long-Term Debt	304,886	273,830
Total Liabilities	344,981	315,801
Commitments and Contingencies—See Note 23		
Stockholders' Equity:		
Preferred Stock – 100,000,000 shares authorized; $0.01 par value, no shares issued or outstanding at June 30, 2021; 50,000 shares authorized; $100.00 par value, no shares issued or outstanding at December 31, 2020	—	—
Common Stock – 500,000,000 shares authorized; $0.01 par value, 5,955,154 shares issued and outstanding at June 30, 2021; 25,000,000 shares authorized; $1.00 par value, 7,310,680 shares issued and 5,915,756 shares outstanding at December 31, 2020	60	7,250
Treasury Stock – 0 shares at June 30, 2021 and 1,394,924 shares at December 31, 2020	—	(77,541)
Additional Paid-In Capital	13,676	83,183
Retained Earnings	331,895	339,917
Accumulated Other Comprehensive Loss	(740)	(1,910)
Total Stockholders' Equity	344,891	350,899
Total Liabilities and Stockholders' Equity	$ 689,872	$ 666,700

The accompanying notes are an integral part of these consolidated financial statements.

CTO REALTY GROWTH, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited, in thousands, except share, per share and dividend data)

	Three Months Ended		Six Months Ended	
	June 30, 2021	**June 30, 2020**	**June 30, 2021**	**June 30, 2020**
Revenues				
Income Properties	$ 11,574	$ 11,473	$ 23,023	$ 22,476
Management Fee Income	752	695	1,421	1,397
Interest Income from Commercial Loan and Master Lease Investments	709	835	1,410	1,887
Real Estate Operations	1,248	7	3,141	88
Total Revenues	14,283	13,010	28,995	25,848
Direct Cost of Revenues				
Income Properties	(2,787)	(2,568)	(5,704)	(4,681)
Real Estate Operations	(533)	(57)	(615)	(1,581)
Total Direct Cost of Revenues	(3,320)	(2,625)	(6,319)	(6,262)
General and Administrative Expenses	(2,665)	(2,171)	(5,797)	(5,263)
Impairment Charges	(16,527)	—	(16,527)	(1,905)
Depreciation and Amortization	(5,031)	(5,021)	(9,861)	(9,573)
Total Operating Expenses	(27,543)	(9,817)	(38,504)	(23,003)
Gain on Disposition of Assets	4,732	7,076	5,440	7,076
Gain (Loss) on Extinguishment of Debt	(641)	504	(641)	1,141
Other Gains and Income	4,091	7,580	4,799	8,217
Total Operating Income (Loss)	(9,169)	10,773	(4,710)	11,062
Investment and Other Income (Loss)	3,903	8,470	9,235	(4,716)
Interest Expense	(2,421)	(2,453)	(4,865)	(5,906)
Income (Loss) Before Income Tax Benefit (Expense)	(7,687)	16,790	(340)	440
Income Tax Benefit (Expense)	3,963	(4,179)	4,401	(91)
Net Income (Loss)	$ (3,724)	$ 12,611	$ 4,061	$ 349
Per Share Information—See Note 15:				
Basic and Diluted Net Income (Loss) per Share	$ (0.63)	$ 2.71	$ 0.69	$ 0.07
Weighted Average Number of Common Shares				
Basic	5,898,280	4,653,627	5,888,735	4,682,511
Diluted	5,898,280	4,653,627	5,888,735	4,682,511
Dividends Declared and Paid	$ 1.00	$ 0.25	$ 2.00	$ 0.50

The accompanying notes are an integral part of these consolidated financial statements.

CTO REALTY GROWTH, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(Unaudited, in thousands)

	Three Months Ended		Six Months Ended	
	June 30, 2021	**June 30, 2020**	**June 30, 2021**	**June 30, 2020**
Net Income (Loss)	$ (3,724)	$ 12,611	$ 4,061	$ 349
Other Comprehensive Income (Loss):				
Cash Flow Hedging Derivative - Interest Rate Swaps (Net of Income Tax Expense of $0, ($0.2) million, $0, and ($0.6) million, respectively)	(67)	(493)	1,170	(1,866)
Total Other Comprehensive Income (Loss), Net of Income Tax	(67)	(493)	1,170	(1,866)
Total Comprehensive Income (Loss)	$ (3,791)	$ 12,118	$ 5,231	$ (1,517)

The accompanying notes are an integral part of these consolidated financial statements.

CTO REALTY GROWTH, INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(Unaudited, in thousands)

For the three months ended June 30, 2021:

	Common Stock	Treasury Stock	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Stockholders' Equity
Balance April 1, 2021	$ 60	$ —	$ 13,341	$ 341,645	$ (673)	$ 354,373
Net Loss	—	—	—	(3,724)	—	(3,724)
Exercise of Stock Options and Stock Issuance	—	—	80	—	—	80
Stock Compensation Expense from Restricted Stock Grants and Equity Classified Stock Options	—	—	667	—	—	667
Equity Issuance Costs	—	—	(412)	—	—	(412)
Dividends Declared for the Period	—	—	—	(6,026)	—	(6,026)
Other Comprehensive Loss	—	—	—	—	(67)	(67)
Balance June 30, 2021	$ 60	$ —	$ 13,676	$ 331,895	$ (740)	$ 344,891

For the three months ended June 30, 2020:

	Common Stock	Treasury Stock	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Stockholders' Equity
Balance April 1, 2020	$ 6,045	$ (77,356)	$ 32,191	$ 312,627	$ (1,299)	$ 272,208
Net Income	—	—	—	12,611	—	12,611
Stock Repurchase	—	(185)	—	—	—	(185)
Exercise of Stock Options and Stock Issuance	2	—	107	—	—	109
Stock Compensation Expense from Restricted Stock Grants and Equity Classified Stock Options	—	—	590	—	—	590
Dividends Declared for the Period	—	—	—	(1,163)	—	(1,163)
Other Comprehensive Loss, Net of Income Tax	—	—	—	—	(493)	(493)
Balance June 30, 2020	$ 6,047	$ (77,541)	$ 32,888	$ 324,075	$ (1,792)	$ 283,677

For the six months ended June 30, 2021:

	Common Stock	Treasury Stock	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Stockholders' Equity
Balance January 1, 2021	$ 7,250	$ (77,541)	$ 83,183	$ 339,917	$ (1,910)	$ 350,899
Net Income	—	—	—	4,061	—	4,061
Vested Restricted Stock and Performance Shares	—	—	(436)	—	—	(436)
Exercise of Stock Options and Stock Issuance	—	—	372	—	—	372
Stock Compensation Expense from Restricted Stock Grants and Equity Classified Stock Options	—	—	1,336	—	—	1,336
Par Value $0.01 per Share and Treasury Stock Derecognized at January 29, 2021	(7,190)	77,541	(70,351)	—	—	—
Equity Issuance Costs	—	—	(428)	—	—	(428)
Dividends Declared for the Period	—	—	—	(12,083)	—	(12,083)
Other Comprehensive Income	—	—	—	—	1,170	1,170
Balance June 30, 2021	$ 60	$ —	$ 13,676	$ 331,895	$ (740)	$ 344,891

For the six months ended June 30, 2020:

	Common Stock	Treasury Stock	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Stockholders' Equity
Balance January 1, 2020	$ 6,017	$ (73,441)	$ 26,690	$ 326,073	$ 74	$ 285,413
Net Income	—	—	—	349	—	349
Stock Repurchase	—	(4,100)	—	—	—	(4,100)
Equity Component of Convertible Debt	—	—	5,248	—	—	5,248
Vested Restricted Stock and Performance Shares	24	—	(562)	—	—	(538)
Exercise of Stock Options and Stock Issuance	6	—	344	—	—	350
Stock Compensation Expense from Restricted Stock Grants and Equity Classified Stock Options	—	—	1,168	—	—	1,168
Dividends Declared for the Period	—	—	—	(2,347)	—	(2,347)
Other Comprehensive Loss, Net of Income Tax	—	—	—	—	(1,866)	(1,866)
Balance June 30, 2020	$ 6,047	$ (77,541)	$ 32,888	$ 324,075	$ (1,792)	$ 283,677

The accompanying notes are an integral part of these consolidated financial statements.

CTO REALTY GROWTH, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited, in thousands)

	Six Months Ended	
	June 30, 2021	June 30, 2020
Cash Flow from Operating Activities:		
Net Income	$ 4,061	$ 349
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:		
Depreciation and Amortization	9,861	9,573
Amortization of Intangible Liabilities to Income Property Revenue	(734)	(918)
Amortization of Deferred Financing Costs to Interest Expense	324	223
Amortization of Discount on Convertible Debt	629	760
Gain on Disposition of Real Estate and Intangible Lease Assets and Liabilities	(5,440)	(3,628)
Gain on Disposition of Assets Held for Sale	—	(3,800)
Loss on Disposition of Commercial Loan and Master Lease Investments	—	352
Loss (Gain) on Extinguishment of Debt	641	(1,141)
Impairment Charges	16,527	1,905
Accretion of Commercial Loan and Master Lease Investment Origination Fees	(1)	(157)
Non-Cash Imputed Interest	(214)	(206)
Deferred Income Taxes	(3,994)	(3,354)
Unrealized (Gain) Loss on Investment Securities	(8,220)	5,650
Non-Cash Compensation	1,700	1,518
Decrease (Increase) in Assets:		
Refundable Income Taxes	(573)	—
Land and Development Costs	399	(419)
Impact Fees and Mitigation Credits	—	1,325
Other Assets	(636)	(1,809)
Increase (Decrease) in Liabilities:		
Accounts Payable	287	(627)
Accrued and Other Liabilities	2,956	3,940
Deferred Revenue	717	(652)
Income Taxes Payable	—	801
Net Cash Provided By Operating Activities	18,290	9,685
Cash Flow from Investing Activities:		
Acquisition of Real Estate and Intangible Lease Assets and Liabilities	(114,021)	(138,455)
Acquisition of Commercial Loan Investments and Master Lease Investments	(364)	(6,754)
Acquisition of Mitigation Credits	—	(1,500)
Cash Contribution to Interest in Joint Venture	(346)	(22)
Proceeds from Disposition of Property, Plant, and Equipment, Net, and Assets Held for Sale	34,261	37,800
Principal Payments Received on Commercial Loan and Master Lease Investments	—	20,981
Net Cash Used In Investing Activities	(80,470)	(87,950)
Cash Flow from Financing Activities:		
Proceeds from Long-Term Debt	147,500	56,641
Payments on Long-Term Debt	(86,963)	(63,916)
Cash Paid for Loan Fees	(900)	(1,968)
Cash Proceeds from Payments for Stock Options and Stock Issuance	(4)	—
Cash Used to Purchase Common Stock	—	(4,100)
Cash Paid for Vesting of Restricted Stock	(436)	(538)
Cash Paid for Equity Issuance Costs	(428)	—
Dividends Paid	(11,795)	(2,347)
Net Cash Provided By (Used In) Financing Activities	46,974	(16,228)
Net Decrease in Cash and Cash Equivalents	(15,206)	(94,493)
Cash and Cash Equivalents, Beginning of Period	33,825	134,904
Cash and Cash Equivalents, End of Period	$ 18,619	$ 40,411
Reconciliation of Cash to the Consolidated Balance Sheets:		
Cash and Cash Equivalents	$ 4,701	$ 10,701
Restricted Cash	13,918	29,710
Total Cash	$ 18,619	$ 40,411

The accompanying notes are an integral part of these consolidated financial statements.

CTO REALTY GROWTH, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS (Continued)
(Unaudited, in thousands)

	Six Months Ended	
	June 30, 2021	June 30, 2020
Supplemental Disclosure of Cash Flow Information:		
Cash Paid for Taxes, net of Refunds Received	$ 170	$ 203
Cash Paid for Interest	$ 4,022	$ 5,636
Supplemental Disclosure of Non-Cash Investing and Financing Activities:		
Convertible Note Exchange	$ —	$ 57,359
Equity Component of Convertible Debt	$ —	$ 5,248
Dividends Declared and Unpaid	$ 287	$ —
Assumption of Mortgage Note Payable by Buyer	$ 30,000	$ —

The accompanying notes are an integral part of these consolidated financial statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

NOTE 1. DESCRIPTION OF BUSINESS

Description of Business

We are a publicly traded diversified real estate investment trust ("REIT") that was founded in 1910. We own and manage, sometimes utilizing third-party property management companies, 20 commercial real estate properties in 10 states in the United States. As of June 30, 2021, we owned 12 single-tenant and eight multi-tenant income-producing properties comprising 2.7 million square feet of gross leasable space.

In addition to our income property portfolio, as of June 30, 2021, our business included the following:

Management Services:

- A fee-based management business that is engaged in managing Alpine Income Property Trust, Inc. ("PINE") and the entity that currently holds 1,600 acres of undeveloped land in Daytona Beach, Florida (the "Land JV"), see Note 6, "Related Party Management Services Business".

Commercial Loan and Master Lease Investments:

- A portfolio of two commercial loan investments and two commercial properties, which are included in the 20 commercial real estate properties above, whose leases are classified as commercial loan and master lease investments.

Real Estate Operations:

- A portfolio of subsurface mineral interests associated with approximately 420,000 surface acres in 20 counties in the State of Florida and a portfolio of mitigation credits ("Subsurface Interests");

- A retained interest in the Land JV, which has entered into an agreement to sell substantially all of its remaining 1,600 acres of undeveloped land in Daytona Beach, Florida; and

- An interest in a joint venture that owns a 2,500 acre parcel of land in the western part of Daytona Beach, Florida and which is engaged in the operation of a mitigation bank (the "Mitigation Bank JV"), which, pursuant to a mitigation plan approved by the applicable state and federal authorities, produces mitigation credits that are marketed and sold to developers of land in the Daytona Beach area for the purpose of enabling the developers to obtain certain regulatory permits.

Our business also includes our investment in PINE. As of June 30, 2021, our investment totaled $38.8 million, or 15.8% of the PINE's outstanding equity, including the units of limited partnership interest ("OP Units") we hold in Alpine Income Property OP, LP (the "PINE Operating Partnership"), which are redeemable for cash, based upon the value of an equivalent number of shares of PINE common stock at the time of the redemption, or shares of PINE common stock on a one-for-one basis, at PINE's election. Our investment in PINE generates investment income through the dividends distributed by PINE. In addition to the dividends we receive from PINE, our investment in PINE may benefit from any appreciation in PINE's stock price, although no assurances can be provided that such appreciation will occur, the amount by which our investment will increase in value, or the timing thereof. Any dividends received from PINE are included in investment and other income (loss) on the accompanying consolidated statements of operations.

REIT Conversion

As of December 31, 2020, the Company had completed certain internal reorganization transactions necessary to begin operating in compliance with the requirements for qualification and taxation as a REIT for U.S. federal income tax purposes for the taxable year ended December 31, 2020.

In order to comply with certain REIT requirements set forth in the Internal Revenue Code of 1986, as amended (the "Code"), we hold certain of our non-REIT assets and operations through taxable REIT subsidiaries ("TRSs") and subsidiaries of TRSs. A TRS is a subsidiary of a REIT that is generally subject to U.S. federal corporate income tax on its earnings. Net income from our TRSs either will be retained by our TRSs and used to fund their operations, or will be distributed to us, where it will either be reinvested by us into our business or available for distribution to our stockholders. However, distributions from our TRSs to us will not produce qualifying income for purposes of the 75% gross income test applicable to REITs and thus may be limited.

To qualify as a REIT, the Company must meet certain organizational and operational requirements, including a requirement to distribute at least 90% of the Company's annual REIT taxable income, without regard to the dividends paid deduction and excluding net capital gain, to its stockholders (which is computed and which does not necessarily equal net income as calculated in accordance with generally accepted accounting principles). As a REIT, the Company is generally not subject to U.S. federal corporate income tax to the extent of its distributions to stockholders. If the Company fails to qualify as a REIT in any taxable year, the Company will be subject to U.S. federal income tax on its taxable income at regular corporate rates and generally will not be permitted to qualify for treatment as a REIT for the four taxable years following the year during which qualification is lost unless the Internal Revenue Service ("IRS") grants the Company relief under certain statutory provisions. Such an event could materially adversely affect the Company's net income and net cash available for distribution to stockholders. Even if the Company qualifies for taxation as a REIT, the Company may be subject to state and local taxes on its income and property and federal income and excise taxes on its undistributed income.

Merger

On January 29, 2021, in connection with the REIT conversion, the Company completed the merger of CTO Realty Growth, Inc., a Florida corporation ("CTO FL"), with and into CTO NEWCO REIT, Inc. ("CTO MD "), a wholly owned subsidiary of CTO FL (the "Merger") in order to reincorporate in Maryland and facilitate its ongoing compliance with the REIT requirements by ensuring that certain standard REIT ownership limitations and transfer restrictions apply to CTO MD's capital stock.

As a result of the Merger, existing shares of CTO FL common stock were automatically converted, on a one-for-one basis, into shares of common stock of CTO MD. CTO MD is a corporation organized in the state of Maryland and has been renamed "CTO Realty Growth, Inc." CTO MD's charter includes certain standard REIT provisions, including ownership limitations and transfer restrictions applicable to the Company's capital stock. See Note 14, "Equity" for the Company's disclosure related to the equity adjustments recorded during the three months ended March 31, 2021 in connection with the Merger.

In connection with the REIT conversion and the Merger, CTO FL applied to list CTO MD's common stock on the New York Stock Exchange (the "NYSE") under CTO FL's ticker symbol, "CTO." This application was approved, and CTO MD's common stock began trading on the NYSE on February 1, 2021 under the ticker symbol "CTO."

COVID-19 Pandemic

In March 2020, the World Health Organization declared the outbreak of the novel coronavirus as a pandemic (the "COVID-19 Pandemic"), which has spread throughout the United States. The impact of the COVID-19 Pandemic has evolved rapidly, with many jurisdictions taking drastic measures to limit the spread of the virus by instituting quarantines or lockdowns and imposing travel restrictions. Such actions have created significant disruptions to global supply chains, and adversely impacted several industries, including airlines, hospitality, retail and the broader real estate industry.

As a result of the approval of multiple COVID-19 vaccines for use and the distribution of such vaccines among the general population, a number of jurisdictions have reopened and loosened restrictions. However, wide disparities in vaccination rates and continued vaccine hesitancy, combined with the emergence of COVID-19 variants and surges in COVID-19 cases, could trigger the reinstatement of further restrictions. Such restrictions could include mandatory business shut-downs, travel restrictions, reduced business operations and social distancing requirements.

The future impact of the COVID-19 Pandemic on the real estate industry and the Company's financial condition and results of operations is uncertain and cannot be predicted currently since it depends on several factors beyond the control of the Company, including, but not limited to: (i) the uncertainty surrounding the severity and duration of the

COVID-19 Pandemic, including possible recurrences and differing economic and social impacts of the COVID-19 Pandemic in various regions of the United States; (ii) the effectiveness of the United States public health response; (iii) the COVID-19 Pandemic's impact on the United States and global economies; (iv) the timing, scope and effectiveness of additional governmental responses to the COVID-19 Pandemic; (v) the availability of a treatment and effectiveness of vaccines approved for COVID-19 and the willingness of individuals to get vaccinated; (vi) changes in how certain types of commercial property are used while maintaining social distancing and other techniques intended to control the impact of COVID-19; (vii) the impact of phase out of economic stimulus measures, the inflationary pressure of economic stimulus, and the eventual halt and reversal by the U.S. Treasury of asset purchases; and (viii) the uneven impact on the Company's tenants, real estate values and cost of capital.

Contractual Base Rent ("CBR") represents the amount owed to the Company under the current terms of its lease agreements. As a result of the COVID-19 Pandemic, during the year ended December 31, 2020, the Company agreed to defer or abate certain CBR in exchange for additional lease term or other lease enhancing additions. Repayments of the remaining balance of deferred CBR began in the third quarter of 2020, with payments continuing, in some cases, into 2023.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Interim Financial Information

The accompanying unaudited consolidated financial statements have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission. These unaudited consolidated financial statements do not include all of the information and notes required by accounting principles generally accepted in the United States of America ("U.S. GAAP") for complete financial statements, and should be read in conjunction with the Company's Annual Report on Form 10-K for the year ended December 31, 2020, which provides a more complete understanding of the Company's accounting policies, financial position, operating results, business properties, and other matters. The unaudited consolidated financial statements reflect all adjustments which are, in the opinion of management, necessary to present fairly the financial position of the Company and the results of operations for the interim periods.

The results of operations for the three and six months ended June 30, 2021 are not necessarily indicative of results to be expected for the year ending December 31, 2021.

Principles of Consolidation

The consolidated financial statements include the accounts of the Company, its wholly owned subsidiaries, and other entities in which we have a controlling interest. Any real estate entities or properties included in the consolidated financial statements have been consolidated only for the periods that such entities or properties were owned or under control by us. All inter-company balances and transactions have been eliminated in the consolidated financial statements. The Company has retained interests in the Land JV and the Mitigation Bank JV, as well as an equity investment in PINE. The Company has concluded that these entities are variable interest entities of which the Company is not the primary beneficiary and as a result, these entities are not consolidated.

Use of Estimates in Preparation of Financial Statements

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Among other factors, fluctuating market conditions that can exist in the national real estate markets and the volatility and uncertainty in the financial and credit markets make it possible that the estimates and assumptions, most notably those related to the Company's investment in income properties, could change materially due to continued volatility in the real estate and financial markets, or as a result of a significant dislocation in those markets.

Recently Issued Accounting Standards

Debt with Conversion and Other Options. In August 2020, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2020-06 related to simplifying the accounting for convertible instruments by removing certain separation models for convertible instruments. Among other things, the amendments in the update also provide for improvements in the consistency in EPS calculations by amending the guidance by requiring that an entity use the if-converted method for convertible instruments. The amendments in ASU 2020-06 are effective for reporting periods beginning after December 15, 2021. The Company has not yet finalized the analysis related to the potential impact of ASU 2020-06.

ASC Topic 326, Financial Instruments-Credit Losses. In June 2016, the FASB issued ASU 2016-13, which amends its guidance on the measurement of credit losses on financial instruments. The amendments in this update are effective for annual reporting periods beginning after December 31, 2019. ASU 2016-13 affects entities holding financial assets that are not accounted for at fair value through net income, including but not limited to, loans, trade receivables, and net investments in leases. The Company adopted the changes to FASB ASC 326, *Financial Instruments-Credit Losses* on January 1, 2020. The Company's evaluation of current expected credit losses ("CECL") resulted in a reserve of $0.3 million on the Company's commercial loan and master lease investments portfolio during the three months ended March 31, 2020. See Note 5 "Commercial Loan and Master Lease Investments" for further information.

Reclassifications

Certain items in the consolidated balance sheet as of December 31, 2020 have been reclassified to conform to the presentation as of March 31, 2021. Specifically, in the first quarter of 2021, the Company reclassified deferred financing costs incurred in connection with its Credit Facility (as further described in Note 17, Long-Term Debt), net of accumulated amortization, as a component of other assets on the accompanying consolidated balance sheet. Accordingly, deferred financing costs of $1.2 million, net of accumulated amortization of $0.5 million, were reclassified from long-term debt to other assets as of December 31, 2020.

Cash and Cash Equivalents

Cash and cash equivalents includes cash on hand, bank demand accounts, and money market accounts having original maturities of 90 days or less. The Company's bank balances as of June 30, 2021 include certain amounts over the Federal Deposit Insurance Corporation limits.

Restricted Cash

Restricted cash totaled $13.9 million at June 30, 2021, of which $13.8 million is being held in an escrow account to be reinvested through the like-kind exchange structure into other income properties and $0.1 million is being held in a separate escrow account in connection with the sale of a ground lease located in Daytona Beach, Florida.

Derivative Financial Instruments and Hedging Activity

Interest Rate Swaps. The Company accounts for its cash flow hedging derivatives in accordance with FASB ASC Topic 815-20, *Derivatives and Hedging*. Depending upon the hedge's value at each balance sheet date, the derivatives are included in either other assets or accrued and other liabilities on the consolidated balance sheet at its fair value. On the date each interest rate swap was entered into, the Company designated the derivatives as a hedge of the variability of cash flows to be paid related to the recognized long-term debt liabilities.

The Company documented the relationship between the hedging instruments and the hedged item, as well as its risk-management objective and strategy for undertaking the hedge transactions. At the hedges' inception, the Company formally assessed whether the derivatives that are used in hedging the transactions are highly effective in offsetting changes in cash flows of the hedged items, and we will continue to do so on an ongoing basis. As the terms of each interest rate swap and the associated debts are identical, both hedging instruments qualify for the shortcut method; therefore, it is assumed that there is no hedge ineffectiveness throughout the entire term of the hedging instruments.

Changes in fair value of the hedging instruments that are highly effective and designated and qualified as cash-flow hedges are recorded in other comprehensive income and loss, until earnings are affected by the variability in cash flows of the designated hedged items.

Fair Value of Financial Instruments

The carrying amounts of the Company's financial assets and liabilities including cash and cash equivalents, restricted cash, accounts receivable, accounts payable, and accrued and other liabilities at June 30, 2021 and December 31, 2020, approximate fair value because of the short maturity of these instruments. The carrying value of the Company's Credit Facility (hereinafter defined) as of June 30, 2021 and December 31, 2020, approximates current market rates for revolving credit arrangements with similar risks and maturities. The face value of the Company's fixed rate commercial loan and master lease investments, the 2026 Term Loan (hereinafter defined), and convertible debt held as of June 30, 2021 and December 31, 2020 are measured at fair value based on current market rates for financial instruments with similar risks and maturities (see Note 10, "Fair Value of Financial Instruments").

Fair Value Measurements

The Company's estimates of fair value of financial and non-financial assets and liabilities is based on the framework established by U.S. GAAP. The framework specifies a hierarchy of valuation inputs which was established to increase consistency, clarity and comparability in fair value measurements and related disclosures. U.S. GAAP describes a fair value hierarchy based upon three levels of inputs that may be used to measure fair value, two of which are considered observable and one that is considered unobservable. The following describes the three levels:

- Level 1 – Valuation is based upon quoted prices in active markets for identical assets or liabilities.

- Level 2 – Valuation is based upon inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

- Level 3 – Valuation is generated from model-based techniques that use at least one significant assumption not observable in the market. These unobservable assumptions reflect estimates of assumptions that market participants would use in pricing the asset or liability. Valuation techniques include option pricing models, discounted cash flow models and similar techniques.

Recognition of Interest Income from Commercial Loan and Master Lease Investments

Interest income on commercial loan and master lease investments includes interest payments made by the borrower and the accretion of purchase discounts and loan origination fees, offset by the amortization of loan costs. Interest payments are accrued based on the actual coupon rate and the outstanding principal balance and purchase discounts and loan origination fees are accreted into income using the effective yield method, adjusted for prepayments.

Mitigation Credits

Mitigation credits are stated at historical cost. As these assets are sold, the related revenues and cost basis are reported as revenues from, and direct costs of, real estate operations, respectively, in the consolidated statements of operations.

Accounts Receivable

Accounts receivable related to income properties, which are classified in other assets on the consolidated balance sheets, primarily consist of accrued tenant reimbursable expenses and other tenant receivables. Receivables related to income property tenants totaled $1.1 million and $2.3 million as of June 30, 2021 and December 31, 2020, respectively. The $1.2 million decrease is primarily attributable to a decrease in estimated accrued receivables for variable lease payments including common area maintenance, insurance, real estate taxes and other operating expenses.

Accounts receivable related to real estate operations, which are classified in other assets on the consolidated balance sheets, totaled $1.4 million and $1.3 million as of June 30, 2021 and December 31, 2020, respectively. The accounts receivable as of June 30, 2021 and December 31, 2020 are primarily related to the reimbursement of certain infrastructure costs completed by the Company in conjunction with two land sale transactions that closed during the fourth quarter of 2015 as more fully described in Note 13, "Other Assets."

The collectability of the aforementioned receivables shall be considered and adjusted through an allowance for credit losses pursuant to ASC 326, *Financial Instruments-Credit Losses*. As of June 30, 2021 and December 31, 2020, the Company recorded an allowance for doubtful accounts of $0.4 million and $0.5 million, respectively.

Purchase Accounting for Acquisitions of Real Estate Subject to a Lease

Investments in real estate are carried at cost less accumulated depreciation and impairment losses, if any. The cost of investments in real estate reflects their purchase price or development cost. We evaluate each acquisition transaction to determine whether the acquired asset meets the definition of a business. Under ASU 2017-01, *Business Combinations* (Topic 805): *Clarifying the Definition of a Business*, an acquisition does not qualify as a business when there is no substantive process acquired or substantially all of the fair value is concentrated in a single identifiable asset or group of similar identifiable assets or the acquisition does not include a substantive process in the form of an acquired workforce or an acquired contract that cannot be replaced without significant cost, effort or delay. Transaction costs related to acquisitions that are asset acquisitions are capitalized as part of the cost basis of the acquired assets, while transaction costs for acquisitions that are deemed to be acquisitions of a business are expensed as incurred. Improvements and replacements are capitalized when they extend the useful life or improve the productive capacity of the asset. Costs of repairs and maintenance are expensed as incurred.

In accordance with FASB guidance, the fair value of the real estate acquired with in-place leases is allocated to the acquired tangible assets, consisting of land, building and tenant improvements, and identified intangible assets and liabilities, consisting of the value of above-market and below-market leases, the value of in-place leases, and the value of leasing costs, based in each case on their relative fair values. In allocating the fair value of the identified intangible assets and liabilities of an acquired property, above-market and below-market in-place lease values are recorded as other assets or liabilities based on the present value. The capitalized above-market lease values are amortized as a reduction of rental income over the remaining terms of the respective leases. The capitalized below-market lease values are amortized as an increase to rental income over the initial term unless management believes that it is likely that the tenant will renew the lease upon expiration, in which case the Company amortizes the value attributable to the renewal over the renewal period. The value of in-place leases and leasing costs are amortized to expense over the remaining non-cancelable periods of the respective leases. If a lease were to be terminated prior to its stated expiration, all unamortized amounts relating to that lease would be written off.

Sales of Real Estate

Gains and losses on sales of real estate are accounted for as required by FASB ASC Topic 606, *Revenue from Contracts with Customers*. The Company recognizes revenue from the sales of real estate when the Company transfers the promised goods and/or services in the contract based on the transaction price allocated to the performance obligations within the contract. As market information becomes available, real estate cost basis is analyzed and recorded at the lower of cost or market.

Income Taxes

The Company intends to elect to be taxed as a REIT for U.S. federal income tax purposes under the Code commencing with its taxable year ended December 31, 2020, upon filing of its tax return for such taxable year. The Company believes that, commencing with such taxable year, it has been organized and has operated in such a manner as to qualify for taxation as a REIT under the U.S. federal income tax laws. The Company intends to continue to operate in such a manner. As a REIT, the Company will be subject to U.S. federal and state income taxation at corporate rates on its net taxable income; the Company, however, may claim a deduction for the amount of dividends paid to its stockholders. Amounts distributed as dividends by the Company will be subject to taxation at the stockholder level only. While the Company must distribute at least 90% of its REIT taxable income, determined without regard to the dividends paid deduction and excluding any net capital gain, to qualify as a REIT, the Company intends to distribute all of its net taxable income. The Company is allowed certain other non-cash deductions or adjustments, such as depreciation expense, when computing its REIT taxable income and distribution requirement. These deductions permit the Company to reduce its dividend payout requirement under U.S. federal income tax laws. Certain states may impose minimum franchise taxes. To comply with certain REIT requirements, we hold certain of our non-REIT assets and operations through TRSs and subsidiaries of TRSs, which will be subject to applicable U.S. federal, state and local corporate income tax on their taxable income. For the periods presented, the Company held a total of five TRSs subject to taxation. The Company's TRSs will file separately as C-Corporations.

For the Company's TRSs, and prior to the three months ended December 31, 2020 preceding the Company's REIT election, the Company uses the asset and liability method to account for income taxes. Deferred income taxes result primarily from the net tax effect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes (see Note 22, "Income Taxes"). In June 2006, the FASB issued additional guidance, which clarifies the accounting for uncertainty in income taxes recognized in a company's financial statements included in income taxes. The interpretation prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. The interpretation also provides guidance on de-recognition, classification, interest and penalties, accounting in interim periods, and disclosure and transition. In accordance with FASB guidance included in income taxes, the Company has analyzed its various federal and state filing positions and believes that its income tax filing positions and deductions are well documented and supported. Additionally, the Company believes that its accruals for tax liabilities are adequate. Therefore, no reserves for uncertain income tax positions have been recorded pursuant to the FASB guidance.

NOTE 3. REVENUE RECOGNITION

The Company implemented FASB ASC Topic 606, *Revenue from Contracts with Customers* effective January 1, 2018 utilizing the modified retrospective method.

The following table summarizes the Company's revenue from continuing operations by segment, major good and/or service, and the related timing of revenue recognition for the three months ended June 30, 2021 (in thousands):

	Income Properties	Management Services	Commercial Loan and Master Lease Investments	Real Estate Operations	Total Revenues
Major Good / Service:					
Lease Revenue - Base Rent	$ 9,883	$ —	$ —	$ —	$ 9,883
Lease Revenue - CAM	565	—	—	—	565
Lease Revenue - Reimbursements	692	—	—	—	692
Lease Revenue - Billboards	3	—	—	—	3
Above / Below Market Lease Accretion	338	—	—	—	338
Contributed Leased Assets Accretion	38	—	—	—	38
Management Services	—	752	—	—	752
Commercial Loan and Master Lease Investments	—	—	709	—	709
Subsurface Revenue	—	—	—	793	793
Land Sales Revenue	—	—	—	455	455
Interest and Other Revenue	55	—	—	—	55
Total Revenues	$ 11,574	$ 752	$ 709	$ 1,248	$ 14,283
Timing of Revenue Recognition:					
Asset/Good Transferred at a Point in Time	$ —	$ —	$ —	$ 1,248	$ 1,248
Services Transferred Over Time	55	752	—	—	807
Over Lease Term	11,519	—	—	—	11,519
Commercial Loan and Master Lease Investment Related Revenue	—	—	709	—	709
Total Revenues	$ 11,574	$ 752	$ 709	$ 1,248	$ 14,283

The following table summarizes the Company's revenue from continuing operations by segment, major good and/or service, and the related timing of revenue recognition for the three months ended June 30, 2020 (in thousands):

	Income Properties	Management Services	Commercial Loan and Master Lease Investments	Real Estate Operations	Total Revenues
Major Good / Service:					
Lease Revenue - Base Rent	$ 9,271	$ —	$ —	$ —	$ 9,271
Lease Revenue - CAM	856	—	—	—	856
Lease Revenue - Reimbursements	612	—	—	—	612
Lease Revenue - Billboards	82	—	—	—	82
Above / Below Market Lease Accretion	444	—	—	—	444
Contributed Leased Assets Accretion	44	—	—	—	44
Management Services	—	695	—	—	695
Commercial Loan and Master Lease Investments	—	—	835	—	835
Subsurface Revenue - Other	—	—	—	1	1
Fill Dirt and Other Revenue	—	—	—	6	6
Interest and Other Revenue	164	—	—	—	164
Total Revenues	$ 11,473	$ 695	$ 835	$ 7	$ 13,010
Timing of Revenue Recognition:					
Asset/Good Transferred at a Point in Time	$ —	$ —	$ —	$ 7	$ 7
Services Transferred Over Time	164	695	—	—	859
Over Lease Term	11,309	—	—	—	11,309
Commercial Loan and Master Lease Investment Related Revenue	—	—	835	—	835
Total Revenues	$ 11,473	$ 695	$ 835	$ 7	$ 13,010

The following table summarizes the Company's revenue from continuing operations by segment, major good and/or service, and the related timing of revenue recognition for the six months ended June 30, 2021 (in thousands):

	Income Properties	Management Services	Commercial Loan and Master Lease Investments	Real Estate Operations	Total Revenues
Major Good / Service:					
Lease Revenue - Base Rent	$ 19,064	$ —	$ —	$ —	$ 19,064
Lease Revenue - CAM	1,077	—	—	—	1,077
Lease Revenue - Reimbursements	1,898	—	—	—	1,898
Lease Revenue - Billboards	3	—	—	—	3
Above / Below Market Lease Accretion	734	—	—	—	734
Contributed Leased Assets Accretion	159	—	—	—	159
Management Services	—	1,421	—	—	1,421
Commercial Loan and Master Lease Investments	—	—	1,410	—	1,410
Subsurface Revenue	—	—	—	2,686	2,686
Land Sales Revenue		—	—	455	455
Interest and Other Revenue	88	—	—	—	88
Total Revenues	$ 23,023	$ 1,421	$ 1,410	$ 3,141	$ 28,995
Timing of Revenue Recognition:					
Asset/Good Transferred at a Point in Time	$ —	$ —	$ —	$ 3,141	$ 3,141
Services Transferred Over Time	88	1,421	—	—	1,509
Over Lease Term	22,935	—	—	—	22,935
Commercial Loan and Master Lease Investment Related Revenue	—	—	1,410	—	1,410
Total Revenues	$ 23,023	$ 1,421	$ 1,410	$ 3,141	$ 28,995

The following table summarizes the Company's revenue from continuing operations by segment, major good and/or service, and the related timing of revenue recognition for the six months ended June 30, 2020 (in thousands):

	Income Properties	Management Services	Commercial Loan and Master Lease Investments	Real Estate Operations	Total Revenues
Major Good / Service:					
Lease Revenue - Base Rent	$ 18,021	$ —	$ —	$ —	$ 18,021
Lease Revenue - CAM	1,586	—	—	—	1,586
Lease Revenue - Reimbursements	1,486	—	—	—	1,486
Lease Revenue - Billboards	127	—	—	—	127
Above / Below Market Lease Accretion	918	—	—	—	918
Contributed Leased Assets Accretion	87	—	—	—	87
Management Services	—	1,397	—	—	1,397
Commercial Loan and Master Lease Investments	—	—	1,887	—	1,887
Mitigation Credit Sales	—	—	—	4	4
Subsurface Revenue - Other	—	—	—	78	78
Fill Dirt and Other Revenue	—	—	—	6	6
Interest and Other Revenue	251	—	—	—	251
Total Revenues	$ 22,476	$ 1,397	$ 1,887	$ 88	$ 25,848
Timing of Revenue Recognition:					
Asset/Good Transferred at a Point in Time	$ —	$ —	$ —	$ 88	$ 88
Services Transferred Over Time	251	1,397	—	—	1,648
Over Lease Term	22,225	—	—	—	22,225
Commercial Loan and Master Lease Investment Related Revenue	—	—	1,887	—	1,887
Total Revenues	$ 22,476	$ 1,397	$ 1,887	$ 88	$ 25,848

NOTE 4. INCOME PROPERTIES AND LEASES

Leasing revenue consists of long-term rental revenue from retail, office, and commercial income properties, and billboards, which is recognized as earned, using the straight-line method over the life of each lease. Lease payments below include straight-line base rental revenue as well as the non-cash accretion of above and below market lease amortization.

The components of leasing revenue are as follows (in thousands):

	Three Months Ended		Six Months Ended	
	June 30, 2021	June 30, 2020	June 30, 2021	June 30, 2020
Leasing Revenue				
Lease Payments	$ 10,259	$ 9,759	$ 19,957	$ 19,026
Variable Lease Payments	1,315	1,714	3,066	3,450
Total Leasing Revenue	$ 11,574	$ 11,473	$ 23,023	$ 22,476

Minimum future base rental revenue on non-cancelable leases subsequent to June 30, 2021, for the next five years ended December 31 are summarized as follows (in thousands):

Year Ending December 31,	Amounts
Remainder of 2021	$ 21,512
2022	43,476
2023	41,998
2024	38,494
2025	37,138
2026 and thereafter (cumulative)	197,004
Total	$ 379,622

2021 Acquisitions. During the six months ended June 30, 2021, the Company acquired three multi-tenant income properties for an aggregate purchase price of $111.0 million, or a total acquisition cost of $111.3 million including capitalized acquisition costs. Of the total acquisition cost, $40.4 million was allocated to land, $41.4 million was allocated to buildings and improvements, and $29.5 million was allocated to intangible assets pertaining to the in-place lease value, leasing costs, and above market lease value and $0.05 million was allocated to intangible liabilities for the below market lease value. The weighted average amortization period for the intangible assets and liabilities was 7.1 years at acquisition.

The properties acquired during the six months ended June 30, 2021 are described below:

Tenant Description	Tenant Type	Property Location	Date of Acquisition	Property Square-Feet	Purchase Price ($000's)	Percentage Leased at Acquisition	Remaining Lease Term at Acquisition Date (in years)
Jordan Landing	Multi-Tenant	West Jordan, UT	03/02/21	170,996	$ 20,000	100%	7.9
Eastern Commons	Multi-Tenant	Henderson, NV	03/10/21	146,667	18,500	88%	6.9
Shops at Legacy	Multi-Tenant	Plano, TX	06/23/21	236,432	72,500	83%	6.9
		Total / Weighted Average		554,095	$ 111,000		7.1

2021 Dispositions. During the six months ended June 30, 2021, the Company disposed of one multi-tenant income property and nine single-tenant income properties.

The properties disposed of during the six months ended June 30, 2021 are described below (in thousands):

Tenant Description	Tenant Type	Date of Disposition	Sales Price	Gain on Sale
World of Beer/Fuzzy's Taco Shop, Brandon, FL	Multi-Tenant	01/20/21	$ 2,310	$ 599
Moe's Southwest Grill, Jacksonville, FL	Single-Tenant	02/23/21	2,541	109
Burlington, N. Richland Hills, TX	Single-Tenant	04/23/21	11,528	61
Staples, Sarasota, FL	Single-Tenant	05/07/21	4,650	662
CMBS Portfolio (1)	Single-Tenant	06/30/21	44,500	3,899
		Total	$ 65,529	$ 5,330

(1) On June 30, 2021, the Company sold six single-tenant income properties (the "CMBS Portfolio") to PINE for an aggregate purchase price of $44.5 million.

2021 Operational Highlights. During the six months ended, the Company signed leases totaling 186,055 square feet. A summary of the Company's leasing activity is as follows (in thousands, except square foot and lease term data):

Retail	Square Feet	Weighted Average Lease Term (in years)	Cash Rent Per Square Foot	Tenant Improvements	Leasing Commissions
New Leases	22.1	9.9	$ 21.08	$ 2,734	$ 146
Renewals & Extensions	164.0	5.3	$ 8.98	633	23
Total / Weighted Average	186.1	6.4	$ 10.42	$ 3,367	$ 169

2020 Acquisitions. During the six months ended June 30, 2020, the Company acquired two multi-tenant income properties for an aggregate purchase price of $137.2 million, or a total acquisition cost of $137.7 million including capitalized acquisition costs. Of the total acquisition cost, $46.7 million was allocated to land, $74.0 million was allocated to buildings and improvements, $18.8 million was allocated to intangible assets pertaining to the in-place lease value, leasing fees, and above market lease value, and $1.8 million was allocated to intangible liabilities for the below market lease value.

The properties acquired during the six months ended June 30, 2020 are described below:

Tenant Description	Tenant Type	Property Location	Date of Acquisition	Property Square-Feet	Purchase Price ($000's)	Percentage Leased at Acquisition	Remaining Lease Term at Acquisition Date (in years)
Crossroads Towne Center	Multi-Tenant	Chandler, AZ	01/24/20	254,109	$ 61,800	99%	5.0
Ashford Lane	Multi-Tenant	Atlanta, GA	02/21/20	268,572	75,435	80%	3.6
			Total / Weighted Average	522,681	$ 137,235		4.2

2020 Dispositions. During the six months ended June 30, 2020, the Company disposed of four single-tenant income properties, including three ground leases, and one multi-tenant income property.

The properties disposed of during the six months ended June 30, 2020 are described below (in thousands):

Tenant Description	Tenant Type	Date of Disposition	Sales Price	Gain (Loss) on Sale
CVS, Dallas, TX	Single-Tenant	04/24/20	$ 15,222	$ 854
Wawa, Daytona Beach, FL	Single-Tenant	04/29/20	6,002	1,769
JPMorgan Chase Bank, Jacksonville, FL	Single-Tenant	06/18/20	6,715	960
7-Eleven, Dallas, TX	Multi-Tenant	06/26/20	2,400	(46)
Bank of America, Monterey, CA	Single-Tenant	06/29/20	9,000	3,892
		Total / Weighted Average	$ 39,339	$ 7,429

NOTE 5. COMMERCIAL LOAN AND MASTER LEASE INVESTMENTS

Our investments in commercial loans or similar structured finance investments, such as mezzanine loans or other subordinated debt, have been and are expected to continue to be secured by real estate or the borrower's pledge of its ownership interest in the entity that owns the real estate. The loans we invest in or originate are for commercial real estate located in the United States and its territories, and are current or performing with either a fixed or floating rate. Some of these loans may be syndicated in either a pari-passu or senior/subordinated structure. Commercial first mortgage loans generally provide for a higher recovery rate due to their senior position in the underlying collateral. Commercial mezzanine loans are typically secured by a pledge of the borrower's equity ownership in the underlying commercial real estate. Unlike a mortgage, a mezzanine loan is not secured by a lien on the property. An investor's rights in a mezzanine loan are usually governed by an intercreditor agreement that provides holders with the rights to cure defaults and exercise control on certain decisions of any senior debt secured by the same commercial property.

2021 Activity. On June 30, 2021, the Company originated a loan in connection with the sale of a land parcel with an existing structure located in Daytona Beach, Florida. The principal loan amount of $0.4 million bears interest at a fixed rate of 10.00% and has an initial term of 1.5 years.

The Company's commercial loan and master lease investments were comprised of the following at June 30, 2021 (in thousands):

Description	Date of Investment	Maturity Date	Original Face Amount	Current Face Amount	Carrying Value	Coupon Rate
Ground Lease Loan – 400 Josephine Street, Austin, TX	July 2019	N/A	$ 16,250	$ 16,250	$ 17,006	N/A
Master Tenant – Hialeah Lease Loan – Hialeah, FL	September 2020	N/A	21,085	21,085	21,121	N/A
Mortgage Note – 4311 Maple Avenue – Dallas, TX	October 2020	April 2023	400	400	393	7.50%
Mortgage Note – 110 N Beach Street – Daytona Beach, FL	June 2021	December 2022	364	364	364	10.00%
			$ 38,099	$ 38,099	$ 38,884	

The Company's commercial loan and master lease investments were comprised of the following at December 31, 2020 (in thousands):

Description	Date of Investment	Maturity Date	Original Face Amount	Current Face Amount	Carrying Value	Coupon Rate
Ground Lease Loan – 400 Josephine Street, Austin, TX	July 2019	N/A	$ 16,250	$ 16,250	$ 16,827	N/A
Master Tenant – Hialeah Lease Loan – Hialeah, FL	September 2020	N/A	21,085	21,085	21,101	N/A
Mortgage Note – 4311 Maple Avenue – Dallas, TX	October 2020	April 2023	400	400	392	7.50%
			$ 37,735	$ 37,735	$ 38,320	

The carrying value of the commercial loan and master lease investments portfolio at June 30, 2021 and December 31, 2020 consisted of the following (in thousands):

	As of	
	June 30, 2021	December 31, 2020
Current Face Amount	$ 38,099	$ 37,735
Imputed Interest over Rent Payments Received	792	593
Unaccreted Origination Fees	(3)	(4)
CECL Reserve	(4)	(4)
Total Commercial Loan and Master Lease Investments	$ 38,884	$ 38,320

NOTE 6. RELATED PARTY MANAGEMENT SERVICES BUSINESS

Alpine Income Property Trust. Pursuant to the Company's management agreement with PINE, we will generate a base management fee equal to 0.375% per quarter of PINE's total equity (as defined in the management agreement and based on a 1.5% annual rate), calculated and payable in cash, quarterly in arrears. The structure of the base fee provides us with an opportunity for our base fee to grow should PINE's independent board members determine to raise additional equity capital in the future. We also have an opportunity to achieve additional cash flows as manager of PINE pursuant an annual incentive fee based on PINE's total stockholder return exceeding an 8% cumulative annual hurdle rate (the "Outperformance Amount") subject to a high-water mark price. PINE would pay the Company an incentive fee with respect to each annual measurement period in the amount of the greater of (i) $0.00 and (ii) the product of (a) 15% multiplied by (b) the Outperformance Amount multiplied by (c) the weighted average shares. No incentive fee was earned for the year ended December 31, 2020.

During the three and six months ended June 30, 2021, the Company earned management fee revenue from PINE totaling $0.72 million and $1.36 million, respectively. Dividend income for the three and six months ended June 30, 2021 totaled $0.5 million and $1.0 million, respectively. During the three and six months ended June 30, 2020, the Company earned management fee revenue from PINE totaling $0.64 million and $1.29 million, respectively. Dividend income for the three and six months ended June 30, 2020 totaled $0.4 million and $0.8 million, respectively. Management fee revenue from PINE, included in management services, and dividend income, included in investment and other income (loss), are reflected in the accompanying consolidated statements of operations.

The following table represents amounts due from PINE to the Company as of June 30, 2021 and December 31, 2020 which are included in other assets on the consolidated balance sheets (in thousands):

	As of	
Description	June 30, 2021	December 31, 2020
Management Services Fee due from PINE	$ 721	$ 631
Dividend Receivable	99	—
Other	560	35
Total	$ 1,380	$ 666

On November 26, 2019, as part of the initial public offering (the "IPO") of PINE on the NYSE, the Company sold PINE 15 properties for aggregate cash consideration of $125.9 million. Additionally, in connection with the IPO, the Company contributed to the PINE Operating Partnership five properties in exchange for an aggregate of 1,223,854 OP Units, which had an initial value of $23.3 million.

During the three months ended June 30, 2021, PINE exercised its right to purchase the following properties from the Company pursuant to the exclusivity and right of first offer agreement (i) the CMBS Portfolio for a purchase price of $44.5 million, and (ii) one single-tenant income property for a purchase price of $11.5 million. In connection with the sale of the CMBS Portfolio, PINE assumed the related $30.0 million mortgage note payable which resulted in a loss on the extinguishment of debt of $0.5 million due to the write off of unamortized debt issuance costs. These sales were completed during the three months ended June 30, 2021.

Land JV. Pursuant to the terms of the operating agreement for the Land JV, the initial amount of the management fee was $20,000 per month. The management fee is evaluated quarterly and as land sales occur in the Land JV, the basis for our management fee is reduced as the management fee is based on the value of real property that remains in the Land JV. The monthly management fee as of June 30, 2021 was $10,000 per month.

During the three and six months ended June 30, 2021 the Company earned management fee revenue from the Land JV totaling $0.03 million and $0.06 million, respectively, and was collected in full during the periods earned. During the three and six months ended June 30, 2020 the Company earned management fee revenue from the Land JV totaling $0.05 million and $0.1 million, respectively, and was collected in full during the periods earned. Management fee revenue from the Land JV is included in management services in the accompanying consolidated statements of operations.

NOTE 7. REAL ESTATE OPERATIONS

Real Estate Operations

Land and development costs at June 30, 2021 and December 31, 2020 were as follows (in thousands):

	As of	
	June 30, 2021	December 31, 2020
Land and Development Costs	$ 6,005	$ 6,377
Subsurface Interests	679	706
Total Land and Development Costs	$ 6,684	$ 7,083

Revenue from continuing real estate operations consisted of the following for the three and six months ended June 30, 2021 and 2020 (in thousands):

	Three Months Ended		Six Months Ended	
	June 30, 2021	June 30, 2020	June 30, 2021	June 30, 2020
Mitigation Credit Sales	$ —	$ —	$ —	$ 4
Subsurface Revenue	793	1	2,686	78
Land Sales Revenue	455	—	455	—
Fill Dirt and Other Revenue	—	6	—	6
Total Real Estate Operations Revenue	$ 1,248	$ 7	$ 3,141	$ 88

Daytona Beach Development. The Company owns a six-acre parcel of land with existing structures in downtown Daytona Beach and other contiguous parcels that were acquired for an aggregate of $4.1 million, representing the substantial portion of an entire city block in downtown Daytona Beach adjacent to International Speedway Boulevard, a major thoroughfare in Daytona Beach. We have engaged a national real estate brokerage firm to assist us in identifying a developer or investor to acquire a portion or all of the property or to contribute into a potential joint venture to redevelop the property. As of June 30, 2021, we have incurred $1.6 million in raze and entitlement costs related to these parcels which is included in land and development costs on the consolidated balance sheets. Subsequent to June 30, 2021, the Company entered into a purchase and sale agreement to sell the six-acre parcel for a sales price of $6.25 million. The closing of the sale is anticipated to occur prior to year-end and is subject to completion of customary due diligence and closing conditions.

Other Real Estate Assets. The Company owns mitigation credits with a cost basis of $2.6 million as of June 30, 2021, representing no change from the balance as of December 31, 2020. During the six months ended June 30, 2020, a total of 20 mitigation credits were acquired from the Mitigation Bank, as defined in Note 7, “Investments in Joint Ventures,” totaling $1.5 million, or $75,000 per credit. The cost basis was reduced by the impact of 16 mitigation credits with a cost basis of $1.2 million that were provided at no cost to buyers. Additionally, the Company purchased 2 mitigation credits from the Mitigation Bank JV, for $0.2 million during the six months ended June 30, 2020. The aggregate cost of sales charge of $1.4 million, was included in direct costs of revenues of real estate operations during the six months ended June 30, 2020 in the consolidated statements of operations. Mitigation credit sales totaled less than $0.01 million during the six months ended June 30, 2020, with no such sales occurring during the six months ended June 30, 2021.

Subsurface Interests. As of June 30, 2021, the Company owns full or fractional subsurface oil, gas, and mineral interests underlying approximately 420,000 “surface” acres of land owned by others in 20 counties in Florida (the “Subsurface Interests”). The Company leases certain of the Subsurface Interests to mineral exploration firms for exploration. Our subsurface operations consist of revenue from the leasing of exploration rights and in some instances, additional revenues from royalties applicable to production from the leased acreage. During the six months ended June 30, 2021, the Company sold approximately 34,500 acres of subsurface oil, gas, and mineral rights for a sales price of $2.6 million, which revenues are included within real estate operations in the consolidated statements of operations. There were no subsurface sales during the six months ended June 30, 2020. Revenues received from oil royalties totaled $0.03 million and $0.01 million during the six months ended June 30, 2021 and 2020, respectively.

The Company is not prohibited from selling any or all of its Subsurface Interests. The Company may release surface entry rights or other rights upon request of a surface owner for a negotiated release fee typically based on a percentage of the surface value. Should the Company complete a transaction to sell all or a portion of its Subsurface Interests or complete a release transaction, the Company may utilize the like-kind exchange structure in acquiring one or more replacement investments including income-producing properties. Cash payments for the release of surface entry rights totaled $0.07 million during each of the six months ended June 30, 2021 and 2020.

Land Impairments. There were no impairment charges on the Company’s undeveloped land holdings, or its income property portfolio during the three and six months ended June 30, 2021 and 2020. The $16.5 million impairment charge recognized during the three months ended June 30, 2021 is related to the Company’s retained interest in the Land JV as a result of the estimated proceeds to be received in connection with the contract entered into with Timberline Acquisition Partners, an affiliate of Timberline Real Estate Partners (“Timberline”), for the sale of substantially all of its remaining land, including any land that was previously under contract, for $67.0 million.

NOTE 8. INVESTMENTS IN JOINT VENTURES

The Company’s Investment in Joint Ventures was as follows as of June 30, 2021 and December 31, 2020 (in thousands):

	As of	
	June 30, 2021	**December 31, 2020**
Land JV	$ 25,576	$ 41,765
Mitigation Bank JV	6,921	6,912
Total Investment in Joint Ventures	$ 32,497	$ 48,677

Land JV. The Company’s retained interest in the Land JV represents a notional 33.5% stake in the venture, the value of which may be realized in the form of distributions based on the timing and the amount of proceeds achieved when the land is ultimately sold by the Land JV. As of June 30, 2021, the Land JV had completed $79.7 million in land sales since its inception in mid-October 2019. During the second quarter of 2021, the Land JV entered into a binding contract with Timberline, for the sale of substantially all of its remaining 1,600 acres of land, including any parcels that were previously under contract, for $67.0 million. Completion of the sale to Timberline under the above-referenced contract would result in estimated proceeds to the Company, after distributions to the other member of the Land JV, and before taxes, of $25.6 million. Accordingly, during the three months ended June 30, 2021, the Company recorded an impairment charge of $16.5 million to reduce the balance of the investment in the Land JV to the amount of the estimated proceeds from the potential sale to Timberline. The closing of the sale to Timberline is anticipated to occur prior to year-end and is subject to completion of customary due diligence and closing conditions. As of June 30, 2021, the Company, as manager of the Land

JV, continues to pursue the sale of individual parcels within the remaining 1,600 acres, which sales would be subject to approval by Timberline.

The Company currently serves as the manager of the Land JV and is responsible for day-to-day operations at the direction of the JV Partners. All major decisions and certain other actions that can be taken by the manager must be approved by the unanimous consent of the JV Partners (the "Unanimous Actions"). Unanimous Actions include such matters as the approval of pricing for all land parcels in the Land JV; approval of contracts for the sale of land that contain material revisions to the standard purchase contract of the Land JV; entry into any lease agreement affiliated with the Land JV; entering into listing or brokerage agreements; approval and amendment of the Land JV's operating budget; obtaining financing for the Land JV; admission of additional members; and dispositions of the Land JV's real property for amounts less than market value. Pursuant to the Land JV's operating agreement, the Land JV paid the manager a management fee in the initial amount of $20,000 per month. The management fee is evaluated quarterly and as land sales occur in the Land JV, the basis for our management fee is reduced as the management fee is based on the value of real property that remains in the Land JV. The monthly management fee as of June 30, 2021 was $10,000 per month.

The investment in joint ventures on the Company's consolidated balance sheets includes the Company's ownership interest in the Land JV. We have concluded the Land JV is a variable interest entity and is accounted for under the equity method of accounting as the Company is not the primary beneficiary as defined in FASB ASC Topic 810, *Consolidation*. The significant factors related to this determination include, but are not limited to, the Land JV being jointly controlled by the members through the use of unanimous approval for all material actions. Under the guidance of FASB ASC 323, *Investments-Equity Method and Joint Ventures*, the Company uses the equity method to account for the Land JV investment.

The following table provides summarized financial information of the Land JV as of June 30, 2021 and December 31, 2020 (in thousands):

	As of	
	June 30, 2021	December 31, 2020
Assets, Cash and Cash Equivalents	$ 810	$ 802
Assets, Prepaid Expenses	173	117
Assets, Investment in Land Assets	6,278	5,658
Total Assets	$ 7,261	$ 6,577
Liabilities, Accounts Payable, Accrued Expenses, Deferred Revenue	$ 164	$ 228
Equity	$ 7,097	$ 6,349
Total Liabilities & Equity	$ 7,261	$ 6,577

The following table provides summarized financial information of the Land JV for the three and six months ended June 30, 2021 and 2020 (in thousands):

	Three Months Ended		Six Months Ended	
	June 30, 2021	June 30, 2020	June 30, 2021	June 30, 2020
Revenues	$ —	$ 680	$ 21	$ 7,826
Direct Cost of Revenues	(44)	(269)	(125)	(3,375)
Operating Income (Loss)	$ (44)	$ 411	$ (104)	$ 4,451
Other Operating Expenses	(77)	(137)	(148)	(274)
Net Income (Loss)	$ (121)	$ 274	$ (252)	$ 4,177

The Company's share of the Land JV's net income (loss) was zero for the three and six months ended June 30, 2021 and 2020. Pursuant to ASC 323, certain adjustments are made when calculating the Company's share of net income, including adjustments required to reflect the investor's share of changes in investee's capital to reflect distributions from the venture. Additionally, basis differences are also considered. The Company recorded the retained interest in the Land JV of $48.9 million at the estimated fair market value based on the relationship of the $97.0 million sales price of the 66.5% equity interest to the 33.5% retained interest. The Land JV recorded the assets contributed by the Company at carry-over basis pursuant to ASC 845 which states that transfers of nonmonetary assets should typically be recorded at the transferor's historical cost basis. Accordingly, the Company's basis difference in the 33.5% retained equity interest will be evaluated each quarter upon determining the Company's share of the Land JV's net income. Although no adjustment was required related to the Company's share of the Land JV's net income for the three and six months ended June 30, 2021 or 2020, the Company did record an impairment of $16.5 million during the three months ended June 30, 2021 on the retained equity interest as a result of the estimated proceeds to be received from the potential sale to Timberline.

Mitigation Bank. The mitigation bank transaction completed in June 2018 consists of the sale of a 70% interest in the Mitigation Bank JV. The purchaser of the 70% interest in the Mitigation Bank JV is comprised of certain funds and accounts managed by an investment advisor subsidiary of BlackRock, Inc. ("BlackRock"). The Company retained an 30% non-controlling interest in the Mitigation Bank JV. A third-party was retained by the Mitigation Bank JV as the day-to-day manager of the Mitigation Bank property, responsible for the maintenance, generation, tracking, and other aspects of wetland mitigation credits. The $6.9 million investment in joint ventures included on the Company's consolidated balance sheets is comprised of the fair market value of the 30% retained interest in the Mitigation Bank JV.

The Mitigation Bank JV intends to engage in the creation and sale of both federal and state wetland mitigation credits. These credits will be created pursuant to the applicable permits that have been or will be issued to the Mitigation Bank JV from the federal and state regulatory agencies that exercise jurisdiction over the awarding of such credits, but no assurances can be given as to the ultimate issuance, marketability or value of the credits. The Mitigation Bank JV received the permit from the state regulatory agency on June 8, 2018 (the "State Permit"). The state regulatory agency may award up to 355 state credits under the State Permit. On August 6, 2018, the state regulatory agency awarded the initial 88.84 credits under the State Permit. Receipt of the remaining federal permit is anticipated to occur prior to the end of 2021.

The operating agreement of the Mitigation Bank JV (the "Operating Agreement") executed in conjunction with the mitigation bank transaction stipulates that the Company shall arrange for sales of the Mitigation Bank JV's mitigation credits to unrelated third parties totaling no less than $6.0 million of revenue to the Mitigation Bank JV, net of commissions, by the end of 2020, utilizing a maximum of 60 mitigation credits (the "Minimum Sales Requirement"). The Operating Agreement stipulates that if the Minimum Sales Requirement is not achieved, then BlackRock has the right, but is not required, to cause the Company to purchase the number of mitigation credits necessary to reach the Minimum Sales Requirement (the "Minimum Sales Guarantee"). As a result of not having achieved the Minimum Sales Requirement prior to December 31, 2020, during the first and second quarters of 2021, the Company has had active discussions with BlackRock regarding the Minimum Sales Guarantee. Based on those discussions, the Company currently anticipates that the Minimum Sales Guarantee payment would be paid to BlackRock in the latter half of 2021. The Company is also in discussion with BlackRock regarding the Company's potential buyout of BlackRock's position in the Mitigation Bank JV, the timing of which could occur in the latter half of 2021. There can be no assurances regarding the likelihood, timing, or final terms of such potential buyout.

During June 2018, upon closing the Mitigation Bank JV, the Company estimated the fair value of the Minimum Sales Guarantee at $0.1 million which was recorded as a reduction in the gain on the transaction and is included in accrued and other liabilities in the Company's consolidated balance sheet. As of June 30, 2021, the Company considers the $0.1 million reasonable as upon payment of the Minimum Sales Guarantee, the Company will obtain mitigation credits, or the right to such credits, which would be recorded as an asset at the time of payment.

Additionally, the Operating Agreement provides BlackRock the right to cause the Company to purchase a maximum of 8.536 mitigation credits per quarter (the "Commitment Amount") from the Mitigation Bank JV at a price equal to 60% of the then fair market value for mitigation credits (the "Put Right"). The Put Right is applicable even if the Mitigation Bank JV has not yet been awarded a sufficient number of mitigation credits by the applicable federal and state regulatory agencies. Further, in any quarter that BlackRock does not exercise its Put Right, the unexercised Commitment Amount for the applicable quarter may be rolled over to future calendar quarters. However, the Operating Agreement also stipulates that any amount of third-party sales of mitigation credits will reduce the Put Rights outstanding on a one-for-one basis, if the sales price of the third-party sales equals or exceeds the prices stipulated by the Put Right. Further, any sales of mitigation credits to third parties at the requisite minimum prices in a quarter that exceeds the quarterly amount of the Put Right will reduce the Put Rights in future calendar quarters on a one-for-one basis. The initial maximum potential of future payments for the Company pursuant to the Put Right was $27.0 million. The Company estimated the fair value of the Put Right to be $0.2 million, which was recorded as a reduction in the gain on the transaction and is included in accrued and other liabilities in the Company's consolidated balance sheet.

During the year ended December 31, 2020, BlackRock exercised its Put Right and put 48 mitigation credits to the Company inclusive of (i) 20 mitigation credits acquired during the three months ended March 31, 2020 totaling $1.5 million, or $75,000 per credit, (ii) 20 mitigation credits acquired during the three months ended September 30, 2020 totaling $1.5 million, or $75,000 per credit, and (iii) 8 mitigation credits acquired during the three months ended December 31, 2020 totaling $0.6 million, or $75,000 per credit. During the six months ended June 30, 2021, BlackRock did not exercise its Put Right. The Company evaluated the impact of the exercised Put Right on the fair value of the Company's investment in the Mitigation Bank JV of $6.9 million, and on the fair value of the mitigation credits purchased as of June 30, 2021 and December 31, 2020, noting no impairment issues. The Company evaluates its estimates of fair value on an ongoing basis; however, actual results may differ from those estimates.

The following tables provide summarized financial information of the Mitigation Bank JV as of June 30, 2021 and December 31, 2020 (in thousands):

	As of	
	June 30, 2021	December 31, 2020
Assets, Cash and Cash Equivalents	$ 1,764	$ 1,890
Assets, Prepaid Expenses	25	20
Assets, Investment in Mitigation Credit Assets	1,413	1,409
Assets, Property, Plant, and Equipment—Net	13	14
Total Assets	$ 3,215	$ 3,333
Liabilities, Accounts Payable, Accrued Liabilities	$ 3	$ 17
Equity	$ 3,212	$ 3,316
Total Liabilities & Equity	$ 3,215	$ 3,333

The following table provides summarized financial information of the Mitigation Bank JV for the three and six months ended June 30, 2021 and 2020 (in thousands):

	Three Months Ended		Six Months Ended	
	June 30, 2021	June 30, 2020	June 30, 2021	June 30, 2020
Revenues	$ —	$ 12	$ 104	$ 1,878
Direct Cost of Revenues	—	(1)	(7)	(81)
Operating Income	$ —	$ 11	$ 97	$ 1,797
Other Operating Expenses	(13)	(72)	(113)	(148)
Net Income (Loss)	$ (13)	$ (61)	$ (16)	$ 1,649

The Company's share of the Mitigation Bank JV's net income (loss) was zero for the three and six months ended June 30, 2021 and 2020. Pursuant to ASC 323, certain adjustments are made when calculating the Company's share of net income, including adjustments required to reflect the investor's share of changes in investee's capital to reflect distributions from the venture. Additionally, basis differences are also considered. The Company recorded the initial retained interest in the Mitigation Bank JV of $6.8 million in June 2018 at the estimated fair market value based on the relationship of the $15.3 million sales price of the 70% equity interest to the 30% retained interest. The Mitigation Bank JV recorded the assets contributed by the Company at carry-over basis pursuant to ASC 845 which states that transfers of nonmonetary assets should typically be recorded at the transferor's historical cost basis. Accordingly, the Company's basis difference in the 30% retained equity interest will be evaluated each quarter upon determining the Company's share of the Mitigation Bank JV's net income.

NOTE 9. INVESTMENT SECURITIES

On November 26, 2019, the Company purchased 394,737 shares of PINE common stock for a total purchase price of $7.5 million in a private placement. Also, on November 26, 2019, the Company purchased 421,053 shares of PINE common stock in the IPO for a total purchase price of $8.0 million. Including the 1,223,854 OP Units the Company received in exchange for the contribution of certain income properties to the PINE Operating Partnership, as of June 30, 2021, the Company owns, in the aggregate, 2.04 million shares of PINE, or 15.8% of PINE's total shares outstanding for an initial investment of $38.8 million. The Company has elected the fair value option related to the aggregate investment in securities of PINE pursuant to ASC 825, otherwise such investments would have been accounted for under the equity method.

The Company calculates the unrealized gain or loss based on the closing stock price of PINE at each respective balance sheet date. The unrealized, non-cash gains and losses resulting from the changes in the closing stock price of PINE are included in investment and other income (loss) in the consolidated statements of operations for the three and six months ended June 30, 2021 and 2020.

The Company's available-for-sale securities as of June 30, 2021 and December 31, 2020 are summarized below (in thousands):

	Cost	Unrealized Gains in Investment Income	Unrealized Losses in Investment Income	Estimated Fair Value (Level 1 Inputs)
June 30, 2021				
Common Stock	$ 15,500	$ 16	$ —	$ 15,516
Operating Units	23,253	25	—	23,278
Total Equity Securities	38,753	41	—	38,794
Total Available-for-Sale Securities	$ 38,753	$ 41	$ —	$ 38,794
December 31, 2020				
Common Stock	$ 15,500	$ —	$ (3,271)	$ 12,229
Operating Units	23,253	—	(4,908)	18,345
Total Equity Securities	38,753	—	(8,179)	30,574
Total Available-for-Sale Securities	$ 38,753	$ —	$ (8,179)	$ 30,574

NOTE 10. FAIR VALUE OF FINANCIAL INSTRUMENTS

The following table presents the carrying value and estimated fair value of the Company's financial instruments not carried at fair value on the consolidated balance sheets at June 30, 2021 and December 31, 2020 (in thousands):

	June 30, 2021		December 31, 2020	
	Carrying Value	Estimated Fair Value	Carrying Value	Estimated Fair Value
Cash and Cash Equivalents - Level 1	$ 4,701	$ 4,701	$ 4,289	$ 4,289
Restricted Cash - Level 1	$ 13,918	$ 13,918	$ 29,536	$ 29,536
Commercial Loan and Master Lease Investments - Level 2	$ 38,884	$ 38,901	$ 38,320	$ 38,318
Long-Term Debt - Level 2	$ 304,886	$ 311,661	$ 273,830	$ 282,884

To determine estimated fair values of the financial instruments listed above, market rates of interest, which include credit assumptions, were used to discount contractual cash flows. The estimated fair values are not necessarily indicative of the amount the Company could realize on disposition of the financial instruments. The use of different market assumptions or estimation methodologies could have a material effect on the estimated fair value amounts.

The following table presents the fair value of assets (liabilities) measured on a recurring basis by level as of June 30, 2021 and December 31, 2020 (in thousands):

		Fair Value at Reporting Date Using		
	Fair Value	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
June 30, 2021				
Cash Flow Hedge - Interest Rate Swap - BMO [1]	$ (849)	$ —	$ (849)	$ —
Cash Flow Hedge - Interest Rate Swap - BMO [2]	$ 109	$ —	$ 109	$ —
Investment Securities	$ 38,794	$ 38,794	$ —	$ —
December 31, 2020				
Cash Flow Hedge - Interest Rate Swap - BMO [1]	$ (1,772)	$ —	$ (1,772)	$ —
Cash Flow Hedge - Interest Rate Swap - BMO [2]	$ (50)	$ —	$ (50)	$ —
Cash Flow Hedge - Interest Rate Swap - Wells Fargo [3]	$ (88)	$ —	$ (88)	$ —
Investment Securities	$ 30,574	$ 30,574	$ —	$ —

(1) Effective March 31, 2020, utilized interest rate swap to achieve fixed interest rate of 0.7325% plus the applicable spread on $100.0 million of the outstanding principal balance on the Credit Facility, hereinafter defined.

(2) Effective March 10, 2021, the Company redesignated the interest rate swap utilized to achieve a fixed interest rate of 0.2200% plus the applicable spread on $50.0 million of the outstanding principal balance under the Credit Facility, hereinafter defined, to $50.0 million principal balance on the 2026 Term Loan, hereinafter defined. The interest rate swap was entered into as of August 31, 2020. On April 13, 2021, the Company entered into an additional rate swap to extend the fixed rate through maturity on March 10, 2026.

(3) Effective March 12, 2021, in connection with the payoff of the $23.2 million variable-rate mortgage loan secured by Wells Fargo Raleigh, the interest rate swap was terminated.

No assets were measured on a non-recurring basis as of June 30, 2021 or December 31, 2020.

NOTE 11. INTANGIBLE LEASE ASSETS AND LIABILITIES

Intangible assets and liabilities consist of the value of above-market and below-market leases, the value of in-place leases, and the value of leasing costs, based in each case on their fair values. Intangible assets and liabilities consisted of the following as of June 30, 2021 and December 31, 2020 (in thousands):

	As of	
	June 30, 2021	December 31, 2020
Intangible Lease Assets:		
Value of In-Place Leases	$ 55,416	$ 44,558
Value of Above Market In-Place Leases	19,184	10,604
Value of Intangible Leasing Costs	16,338	13,285
Sub-total Intangible Lease Assets	90,938	68,447
Accumulated Amortization	(19,468)	(18,271)
Sub-total Intangible Lease Assets—Net	71,470	50,176
Intangible Lease Liabilities (included in accrued and other liabilities):		
Value of Below Market In-Place Leases	(36,403)	(36,817)
Sub-total Intangible Lease Liabilities	(36,403)	(36,817)
Accumulated Amortization	13,944	12,654
Sub-total Intangible Lease Liabilities—Net	(22,459)	(24,163)
Total Intangible Assets and Liabilities—Net	$ 49,011	$ 26,013

During the six months ended June 30, 2021, the value of in-place leases increased by $10.9 million, the value of above-market in-place leases increased by $8.6 million, the value of intangible leasing costs increased by $3.1 million, and the value of below-market in-place leases increased by $0.4 million. Such increases reflect 2021 acquisitions, net of 2021 dispositions and the transference of two single-tenant outparcels transferred to held for sale as of June 30, 2021. Net accumulated amortization increased by $0.01 million, for a net increase during the six months ended June 30, 2021 of $23.0 million.

As of June 30, 2021 and December 31, 2020, $18.7 million and $19.9 million, respectively, of the total below market in-place lease value is related to Wells Fargo Raleigh, which was acquired on November 18, 2015.

The following table reflects the net amortization of intangible assets and liabilities during the three and six months ended June 30, 2021 and 2020 (in thousands):

	Three Months Ended		Six Months Ended	
	June 30, 2021	June 30, 2020	June 30, 2021	June 30, 2020
Amortization Expense	$ 1,935	$ 2,136	$ 3,762	$ 4,017
Increase to Income Properties Revenue	(338)	(444)	(734)	(918)
Net Amortization of Intangible Assets and Liabilities	$ 1,597	$ 1,692	$ 3,028	$ 3,099

The estimated future amortization expense (income) related to net intangible assets and liabilities is as follows (in thousands):

Year Ending December 31,	Future Amortization Amount	Future Accretion to Income Property Revenue	Net Future Amortization of Intangible Assets and Liabilities
Remainder of 2021	$ 4,563	$ (377)	$ 4,186
2022	8,911	(782)	8,129
2023	8,797	(759)	8,038
2024	8,785	(662)	8,123
2025	6,616	(618)	5,998
2026 and thereafter	17,799	(3,262)	14,537
Total	$ 55,471	$ (6,460)	$ 49,011

As of June 30, 2021, the weighted average amortization period of total intangible assets and liabilities was 8.4 years and 13.0 years, respectively.

NOTE 12. IMPAIRMENT OF LONG-LIVED ASSETS

The Company assesses the impairment of long-lived assets whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. The fair value of long-lived assets required to be assessed for impairment is determined on a non-recurring basis using Level 3 inputs in the fair value hierarchy. These Level 3 inputs may include, but are not limited to, executed purchase and sale agreements on specific properties, third party valuations, discounted cash flow models, and other model-based techniques.

There were no impairment charges on the Company's undeveloped land holdings, or its income property portfolio during the three and six months ended June 30, 2021 and 2020. The $16.5 million impairment charge recognized during the three months ended June 30, 2021 is related to the Company's retained interest in the Land JV as a result of the estimated proceeds to be received in connection with the contract entered into with Timberline for the sale of substantially all of its remaining land, including any land that was previously under contract, for $67.0 million.

NOTE 13. OTHER ASSETS

Other assets consisted of the following as of June 30, 2021 and December 31, 2020 (in thousands):

	As of	
	June 30, 2021	December 31, 2020
Income Property Tenant Receivables	$ 1,069	$ 2,330
Income Property Straight-line Rent Adjustment and COVID-19 Deferral Balance	4,555	4,686
Operating Leases - Right-of-Use Asset	198	246
Golf Rounds Surcharge	390	454
Cash Flow Hedge - Interest Rate Swap	284	—
Infrastructure Reimbursement Receivables	1,350	1,336
Prepaid Expenses, Deposits, and Other	1,814	1,693
Due from Alpine Income Property Trust, Inc.	1,380	666
Financing Costs, Net of Accumulated Amortization	576	769
Total Other Assets	$ 11,616	$ 12,180

Income Property Straight-Line Rent Adjustment. As of June 30, 2021 and December 31, 2020, the straight-line rent adjustment includes a balance of $0.3 million and $1.0 million, respectively, of deferred rent related to the COVID-19 Pandemic. Pursuant to the interpretive guidance issued by the FASB in April 2020 on lease modifications, for leases in which deferred rent agreements were reached, the Company has continued to account for the lease concessions by recognizing the normal straight-line rental income and as the deferred rents are repaid by the tenant, the straight-line receivable will be reduced.

Infrastructure Reimbursement Receivables. As of June 30, 2021 and December 31, 2020, the infrastructure reimbursement receivables were all related to the land sales within the Tomoka Town Center. The balance as of June 30, 2021 consisted of $0.9 million due from Tanger for infrastructure reimbursement to be repaid in six remaining annual installments of approximately $0.2 million each, net of a discount of $0.1 million, and $0.4 million due from Sam's Club for infrastructure reimbursement to be repaid in four remaining annual installments of $0.1 million each, net of a discount of $0.04 million.

NOTE 14. EQUITY

MERGER

As a result of the Merger, as described in Note 1, "Description of Business", the Company is authorized to issue 500,000,000 shares of common stock, $0.01 par value per share, and 100,000,000 shares of preferred stock, $0.01 par value per share. Prior to the Merger, the Company's common stock had a par value of $1.00 per share. Accordingly, a $7.2 million adjustment to reduce common stock with a corresponding increase to additional paid-in capital was made during the three months ended March 31, 2021 and is reflected in the accompanying consolidated statements of stockholders' equity.

Additionally, as a result of the Merger and pursuant to Maryland state law, the Company's treasury stock ceased to be outstanding and was returned to unissued status. Accordingly, a $77.5 million adjustment to eliminate treasury stock with a corresponding decrease to additional paid-in capital was made during the three months ended March 31, 2021 and is reflected in the accompanying consolidated statements of stockholders' equity.

SHELF REGISTRATION

On April 1, 2021, the Company filed a shelf registration statement on Form S-3, relating to the registration and potential issuance of its common stock, preferred stock, debt securities, warrants, rights, and units with a maximum aggregate offering price of up to $350.0 million. The Securities and Exchange Commission declared the Form S-3 effective on April 19, 2021.

ATM PROGRAM

On April 30, 2021, the Company implemented a $150.0 million “at-the-market” equity offering program (the “ATM Program”) pursuant to which the Company may sell, from time to time, shares of the Company’s common stock. The Company was not active under the ATM Program during the six months ended June 30, 2021.

PERPETUAL PREFERRED PUBLIC OFFERING

On June 28, 2021, the Company priced a public offering of 3,000,000 shares of its 6.375% Series A Cumulative Redeemable Preferred Stock at a public offering price of $25.00 per share. The offering closed on July 6, 2021 and generated total net proceeds to the Company of $72.4 million, after deducting the underwriting discount and expenses (see Note 26, “Subsequent Events”).

DIVIDENDS

The Company intends to elect to be taxed as a REIT for U.S. federal income tax purposes under the Code commencing with its taxable year ended December 31, 2020, upon filing of its tax return for such taxable year. To qualify as a REIT, the Company must annually distribute, at a minimum, an amount equal to 90% of its taxable income, determined without regard to the deduction for dividends paid and excluding net capital gains, and must distribute 100% of its taxable income (including net capital gains) to eliminate corporate federal income taxes payable by the Company. Because taxable income differs from cash flow from operations due to non-cash revenues and expenses (such as depreciation and other items), in certain circumstances, the Company may generate operating cash flow in excess of its dividends, or alternatively, may need to make dividend payments in excess of operating cash flows. During the three and six months ended June 30, 2021, the Company declared and paid cash dividends on its common stock of $1.00 per share and $2.00 per share, respectively.

NOTE 15. COMMON STOCK AND EARNINGS (LOSS) PER SHARE

Basic earnings per common share is computed by dividing net income (loss) during the period by the weighted average number of shares of common stock outstanding during the period. Diluted earnings per common share is based on the assumption of the conversion of stock options and vesting of restricted stock at the beginning of each period using the treasury stock method at average cost for the periods.

The following is a reconciliation of basic and diluted earnings per common share for each of the periods presented (in thousands, except share and per share data):

	Three Months Ended		Six Months Ended	
	June 30, 2021	**June 30, 2020**	**June 30, 2021**	**June 30, 2020**
Income Available to Common Stockholders:				
Net Income (Loss)	$ (3,724)	$ 12,611	$ 4,061	$ 349
Weighted Average Shares Outstanding	5,898,280	4,653,627	5,888,735	4,682,511
Common Shares Applicable to Stock Options Using the Treasury Stock Method	—	—	—	—
Total Shares Applicable to Diluted Earnings Per Share	5,898,280	4,653,627	5,888,735	4,682,511
Per Share Information:				
Basic and Diluted Net Income (Loss) per Share	$ (0.63)	$ 2.71	$ 0.69	$ 0.07

There were no potentially dilutive securities for the three and six month periods ended June 30, 2021 or 2020. The effect of 37,552 and 39,402 potentially dilutive securities were not included for the six months ended June 30, 2021 and 2020, respectively, as the effect would be anti-dilutive.

The Company intends to settle its 3.875% Convertible Senior Notes due 2025 (the "Convertible Notes") in cash upon conversion with any excess conversion value to be settled in shares of our common stock. Therefore, only the amount in excess of the par value of the Convertible Notes will be included in our calculation of diluted net income (loss) per share using the treasury stock method. As such, the Convertible Notes have no impact on diluted net income (loss) per share until the price of our common stock exceeds the current conversion price of $53.06. The average price of our common stock during the six months ended June 30, 2021 did not exceed the conversion price which resulted in no additional diluted outstanding shares.

NOTE 16. SHARE REPURCHASES

In February 2020, the Company's Board approved a $10.0 million stock repurchase program (the "$10.0 Million Repurchase Program"). During the six months ended June 30, 2020, the Company repurchased 88,565 shares of its common stock on the open market for a total cost of $4.1 million, or an average price per share of $46.29. The shares of the Company's common stock repurchased during the six months ended June 30, 2020 were returned to the Company's treasury. There were no repurchases of the Company's common stock during the six months ended June 30, 2021. The $10.0 Million Repurchase Program does not have an expiration date.

As a result of the Merger and pursuant to Maryland state law, the Company's treasury stock ceased to be outstanding and was returned to unissued status. Accordingly, a $77.5 million adjustment to eliminate treasury stock with a corresponding decrease to additional paid-in capital was made during the three months ended March 31, 2021 and is reflected in the accompanying consolidated statements of stockholders' equity.

NOTE 17. LONG-TERM DEBT

Our consolidated indebtedness as of June 30, 2021 was $311.0 million. The consolidated indebtedness was comprised of $249.3 million outstanding under our revolving credit facility (the "Credit Facility"), inclusive of the $65.0 million term loan (the "2026 Term Loan") balance, and $61.7 million principal amount of 2025 Notes.

Long-term debt, at face value, totaled $311.0 million at June 30, 2021, representing an increase of $30.5 million from the balance of $280.5 million at December 31, 2020. The $30.5 million increase in long-term debt was related to the impact of (i) net draws on the Credit Facility totaling $19.5 million, (ii) origination of the $50.0 million 2026 Term Loan under the Company's Credit Facility and subsequent exercise of the accordion option of $15.0 million, (iii) payoff of the $23.2 million variable-rate mortgage note, (iv) assumption of the $30.0 million fixed-rate mortgage note by the buyer in connection with the disposition of the CMBS Portfolio during the second quarter of 2021, and (v) repurchase of $0.8 million aggregate amount of convertible notes. In connection with the payoff of the variable-rate mortgage note originated with Wells Fargo, the associated interest rate swap was terminated on March 12, 2021.

As of June 30, 2021, the Company's outstanding indebtedness, at face value, was as follows (in thousands):

	Face Value Debt	Maturity Date	Interest Rate
Credit Facility [(1)]	$ 184,345	May 2023	30-day LIBOR plus [1.35% - 1.95%]
2026 Term Loan [(2)]	65,000	March 2026	0.22% plus [1.35% - 1.95%]
3.875% Convertible Senior Notes due 2025	61,688	April 2025	3.875%
Total Long-Term Face Value Debt	$ 311,033		

(1) Effective March 31, 2020, utilized interest rate swap to achieve fixed interest rate of 0.7325% plus the applicable spread on $100.0 million of the outstanding principal balance under the Credit Facility.

(2) Effective March 10, 2021, the Company redesignated the interest rate swap utilized to achieve a fixed interest rate of 0.2200% plus the applicable spread on $50.0 million of the outstanding principal balance under the Credit Facility to $50.0 million principal balance on the 2026 Term Loan. The interest rate swap was entered into as of August 31, 2020.

Credit Facility. The Credit Facility, with Bank of Montreal ("BMO") as the administrative agent for the lenders thereunder, is unsecured with regard to our income property portfolio but is guaranteed by certain wholly owned subsidiaries of the Company. The Credit Facility bank group is led by BMO and also includes Truist Bank and Wells Fargo. On September 7, 2017, the Company executed the second amendment and restatement of the Credit Facility (the

"2017 Amended Credit Facility"). As a result of the 2021 Revolver Amendment, as defined below, The Huntington National Bank has been added as a lender to the Company's Credit Facility and 2026 Term Loan.

On May 24, 2019, the Company executed the second amendment to the 2017 Amended Credit Facility (the "May 2019 Revolver Amendment"). As a result of the May 2019 Revolver Amendment, the Credit Facility had a total borrowing capacity of $200.0 million with the ability to increase that capacity up to $300.0 million during the term, subject to lender approval. The Credit Facility provides the lenders with a security interest in the equity of the Company subsidiaries that own the properties included in the borrowing base. The indebtedness outstanding under the Credit Facility accrues interest at a rate ranging from the 30-day LIBOR plus 135 basis points to the 30-day LIBOR plus 195 basis points based on the total balance outstanding under the Credit Facility as a percentage of the total asset value of the Company, as defined in the 2017 Amended Credit Facility, as amended by the May 2019 Revolver Amendment. The Credit Facility also accrues a fee of 15 to 25 basis points for any unused portion of the borrowing capacity based on whether the unused portion is greater or less than 50% of the total borrowing capacity. Pursuant to the May 2019 Revolver Amendment, the Credit Facility matures on May 24, 2023, with the ability to extend the term for 1 year.

On November 26, 2019, the Company entered into the third amendment to the 2017 Amended Credit Facility (the "November 2019 Revolver Amendment"), which further amends the 2017 Amended Credit Facility. The November 2019 Revolver Amendment included, among other things, an adjustment of certain financial maintenance covenants, including a temporary reduction of the minimum fixed charge coverage ratio to allow the Company to redeploy the proceeds received from the sale of certain income properties to PINE, and an increase in the maximum amount the Company may invest in stock and stock equivalents of real estate investment trusts to allow the Company to invest in the common stock and OP Units.

On July 1, 2020, the Company entered into the fourth amendment to the 2017 Amended Credit Facility (the "July 2020 Revolver Amendment") whereby the tangible net worth covenant was adjusted to be more reflective of market terms. The July 2020 Revolver Amendment was effective as of March 31, 2020.

On November 12, 2020, the Company entered into the fifth amendment to the 2017 Amended Credit Facility (the "November 2020 Revolver Amendment"). The November 2020 Revolver Amendment provided that, among other things, (i) the Company must comply with certain adjusted additional financial maintenance requirements, including (x) a new restricted payments covenant which limits the type and amount of cash distributions that may be made by the Company and (y) an adjusted fix charges ratio, which now excludes certain onetime expenses for purposes of calculation and (ii) the Company must, from and after the date that the Company elects to qualify as a REIT, maintain its status as a REIT.

On March 10, 2021, the Company entered into the sixth amendment to the 2017 Amended Credit Facility (the "2021 Revolver Amendment"). The 2021 Revolver Amendment included, among other things, (i) increase of the revolving credit commitment from $200.0 million to $210.0 million, (ii) addition of the 2026 Term Loan in the aggregate amount of $50.0 million, (iii) updates to certain financing rate provisions provided therein, and (iv) joinder of The Huntington National Bank as a 2026 Term Loan lender and Credit Facility lender. The 2021 Revolver Amendment also includes accordion options that allow the Company to request additional 2026 Term Loan lender commitments up to a total of $150.0 million and additional Credit Facility lender commitments up to a total of $300.0 million. During the three months ended June 30, 2021, the Company exercised the 2026 Term Loan accordion option for $15.0 million, increasing total lender commitments to $65.0 million.

At June 30, 2021, the current commitment level under the Credit Facility was $210.0 million. The available borrowing capacity under the Credit Facility was $25.7 million, based on the level of borrowing base assets. As of June 30, 2021, the Credit Facility had a $184.3 million balance outstanding.

The Credit Facility is subject to customary restrictive covenants including, but not limited to, limitations on the Company's ability to: (a) incur indebtedness; (b) make certain investments; (c) incur certain liens; (d) engage in certain affiliate transactions; and (e) engage in certain major transactions such as mergers. In addition, the Company is subject to various financial maintenance covenants including, but not limited to, a maximum indebtedness ratio, a maximum secured indebtedness ratio, and a minimum fixed charge coverage ratio. The Credit Facility also contains affirmative covenants and events of default including, but not limited to, a cross default to the Company's other indebtedness and upon the occurrence of a change in control. The Company's failure to comply with these covenants or the occurrence of an event of default could result in acceleration of the Company's debt and other financial obligations under the Credit Facility.

Mortgage Notes Payable. On March 12, 2021, the Company repaid its $23.2 million variable-rate mortgage note payable and terminated the associated rate swap utilized to achieve a fixed interest rate of 3.17%. On June 30, 2021, the Company's $30.0 million fixed-rate mortgage note payable was assumed by the buyer in connection with the disposition of the CMBS Portfolio during the second quarter of 2021.

Convertible Debt. The Company's $75.0 million aggregate principal amount of 4.50% Convertible Notes (the "2020 Notes") were scheduled to mature on March 15, 2020; however, the Company completed the Note Exchanges, hereinafter defined, on February 4, 2020. The initial conversion rate was 14.5136 shares of common stock for each $1,000 principal amount of the 2020 Notes, which represented an initial conversion price of $68.90 per share of common stock.

On February 4, 2020, the Company closed privately negotiated exchange agreements with certain holders of its outstanding 2020 Notes pursuant to which the Company issued $57.4 million principal amount of 3.875% Convertible Senior Notes due 2025 (the "2025 Notes") in exchange for $57.4 million principal amount of the 2020 Notes (the "Note Exchanges"). In addition, the Company closed a privately negotiated purchase agreement with an investor, who had not invested in the 2020 Notes, and issued $17.6 million principal amount of the 2025 Notes (the "New Notes Placement," and together with the Note Exchanges, the "Convert Transactions"). The Company used $5.9 million of the proceeds from the New Notes Placement to repurchase $5.9 million of the 2020 Notes. As a result of the Convert Transactions there was a total of $75.0 million aggregate principal amount of 2025 Notes outstanding.

In exchange for issuing the 2025 Notes pursuant to the Note Exchanges, the Company received and cancelled the exchanged 2020 Notes. The $11.7 million of net proceeds from the New Notes Placement were used to redeem at maturity on March 15, 2020 $11.7 million of the aggregate principal amount of the 2020 Notes that remained outstanding.

During the year ended December 31, 2020, the Company repurchased $12.5 million aggregate principal amount of 2025 Notes at a $2.6 million discount, resulting in a gain on extinguishment of debt of $1.1 million. All such repurchases were made during first and second quarter of 2020. During the six months ended June 30, 2021, the Company repurchased $0.8 million aggregate principal amount of 2025 Notes at a $0.01 million premium, resulting in a loss on extinguishment of debt of $0.1 million. Following the repurchase of the 2025 Notes, $61.7 million aggregate principal amount of the 2025 Notes remains outstanding at June 30, 2021.

The 2025 Notes represent senior unsecured obligations of the Company and pay interest semi-annually in arrears on each April 15th and October 15th, commencing on April 15, 2020, at a rate of 3.875% per annum. The 2025 Notes mature on April 15, 2025 and may not be redeemed by the Company prior to the maturity date. The conversion rate for the 2025 Notes was initially 12.7910 shares of the Company's common stock per $1,000 of principal of the 2025 Notes (equivalent to an initial conversion price of $78.18 per share of the Company's common stock). The initial conversion price of the 2025 Notes represented a premium of 20% to the $65.15 closing sale price of the Company's common stock on the NYSE American on January 29, 2020. If the Company's Board increases the quarterly dividend above the $0.13 per share in place at issuance, the conversion rate is adjusted with each such increase in the quarterly dividend amount. After the second quarter 2021 dividend, the conversion rate is equal to 18.8450 shares of common stock for each $1,000 principal amount of 2025 Notes, which represents an adjusted conversion price of $53.06 per share of common stock. At the maturity date, the 2025 Notes are convertible into cash, common stock or a combination thereof, subject to various conditions, at the Company's option. Should certain corporate transactions or events occur prior to the stated maturity date, the Company will increase the conversion rate for a holder that elects to convert its 2025 Notes in connection with such corporate transaction or event.

The conversion rate is subject to adjustment in certain circumstances. Holders may not surrender their 2025 Notes for conversion prior to January 15, 2025 except upon the occurrence of certain conditions relating to the closing sale price of the Company's common stock, the trading price per $1,000 principal amount of 2025 Notes, or specified corporate events including a change in control of the Company. The Company may not redeem the 2025 Notes prior to the stated maturity date and no sinking fund is provided for the 2025 Notes. The 2025 Notes are convertible, at the election of the Company, into solely cash, solely shares of the Company's common stock, or a combination of cash and shares of the Company's common stock. The Company intends to settle the 2025 Notes in cash upon conversion, with any excess conversion value to be settled in shares of our common stock. In accordance with U.S. GAAP, the 2025 Notes were accounted for as a liability with a separate equity component recorded for the conversion option. A liability was recorded for the 2025 Notes on the issuance date at fair value based on a discounted cash flow analysis using current market rates for debt instruments with similar terms. The difference between the initial proceeds from the 2025 Notes and the estimated fair value of the debt instruments resulted in a debt discount, with an offset recorded to additional paid-in capital representing the equity component. As of June 30, 2021, the unamortized debt discount of our 2025 Notes was $5.5 million.

Long-term debt consisted of the following (in thousands):

	June 30, 2021		December 31, 2020	
	Total	Due Within One Year	Total	Due Within One Year
Credit Facility	$ 184,345	$ —	$ 164,845	$ —
2026 Term Loan	65,000	—	—	—
Mortgage Note Payable (originated with Wells Fargo)	—	—	30,000	—
Mortgage Note Payable (originated with Wells Fargo)	—	—	23,183	23,183
3.875% Convertible Senior Notes, net of discount	56,236	—	56,296	—
Financing Costs, net of accumulated amortization	(695)	—	(494)	—
Total Long-Term Debt	$ 304,886	$ —	$ 273,830	$ 23,183

Payments applicable to reduction of principal amounts as of June 30, 2021 will be required as follows (in thousands):

As of June 30, 2021	Amount
Remainder of 2021	$ —
2022	—
2023	184,345
2024	—
2025	61,688
2026 and thereafter	65,000
Total Long-Term Debt - Face Value	$ 311,033

The carrying value of long-term debt as of June 30, 2021 consisted of the following (in thousands):

	Total
Current Face Amount	$ 311,033
Unamortized Discount on Convertible Debt	(5,452)
Financing Costs, net of accumulated amortization	(695)
Total Long-Term Debt	$ 304,886

In addition to the $0.7 million of financing costs, net of accumulated amortization included in the table above, as of June 30, 2021, the Company also had financing costs, net of accumulated amortization related to the Credit Facility of $0.6 million which is included in other assets on the consolidated balance sheets. These costs are amortized on a straight-line basis over the term of the Credit Facility and are included in interest expense in the Company's accompanying consolidated statements of operations.

The following table reflects a summary of interest expense incurred and paid during the three and six months ended June 30, 2021 and 2020 (in thousands):

	Three Months Ended		Six Months Ended	
	June 30, 2021	June 30, 2020	June 30, 2021	June 30, 2020
Interest Expense	$ 1,943	$ 2,124	$ 3,912	$ 4,923
Amortization of Deferred Financing Costs	159	73	324	223
Amortization of Discount on Convertible Notes	319	256	629	760
Total Interest Expense	$ 2,421	$ 2,453	$ 4,865	$ 5,906
Total Interest Paid	$ 2,627	$ 2,496	$ 4,022	$ 5,636

The Company was in compliance with all of its debt covenants as of June 30, 2021 and December 31, 2020.

NOTE 18. INTEREST RATE SWAPS

The Company has entered into interest rate swap agreements to hedge against changes in future cash flows resulting from fluctuating interest rates related to the below noted borrowings. The interest rate agreements were 100% effective during the six months ended June 30, 2021. Accordingly, the changes in fair value on the interest rate swaps have been classified in accumulated other comprehensive income (loss). Gains and losses related to the fair value of the interest rate swap agreements are included in other assets and accrued and other liabilities, respectively, on the consolidated balance sheets. Information related to the Company's interest rate swap agreements are noted below (in thousands):

Hedged Item	Effective Date	Maturity Date	Rate	Amount	Fair Value
Credit Facility	3/31/2020	3/29/2024	0.7325% + applicable spread	$ 100,000	$ (849)
2026 Term Loan	8/31/2020	3/29/2024	0.2200% + applicable spread	$ 50,000	$ 284
2026 Term Loan (1)	3/29/2024	3/10/2026	1.51% + applicable spread	$ 50,000	$ (175)

(1) The interest rate swap agreement hedges the identical $50.0 million portion of the 2026 Term Loan borrowing under different terms and commences concurrent to the interest rate agreement maturing on March 29, 2024.

NOTE 19. ACCRUED AND OTHER LIABILITIES

Accrued and other liabilities consisted of the following (in thousands):

	As of	
	June 30, 2021	December 31, 2020
Accrued Property Taxes	$ 3,374	$ 945
Reserve for Tenant Improvements	2,004	1,353
Accrued Construction Costs	729	1,783
Accrued Interest	491	602
Environmental Reserve	101	106
Cash Flow Hedge - Interest Rate Swaps	1,024	1,910
Operating Leases - Liability	190	245
Other	3,524	2,146
Total Accrued and Other Liabilities	$ 11,437	$ 9,090

Reserve for Tenant Improvements. In connection with the acquisition of the Shops at Legacy property in Plano, Texas on June 23, 2021, the Company received $1.9 million from the seller of the property for tenant improvement allowances, leasing commissions and other capital improvements. This amount was included in accrued and other liabilities on the consolidated balance sheets. Through the period ended June 30, 2021, no payments were made, leaving a remaining commitment of $1.9 million.

Accrued Construction Costs. During the three months ended June 30, 2021, the Company entered into a lease amendment which includes a $2.6 million tenant improvement allowance related to a food hall operator at Ashford Lane, the Company's multi-tenant income property located in Atlanta, Georgia. During the three months ended June 30, 2021, $0.6 million of the tenant improvements were completed and accrued for which is included in accrued and other liabilities on the consolidated balance sheets.

Environmental Reserve. During the year ended December 31, 2014, the Company accrued an environmental reserve of $0.1 million in connection with an estimate of additional costs required to monitor a parcel of less than one acre of land owned by the Company in Highlands County, Florida, on which environmental remediation work had previously been performed. The Company engaged legal counsel who, in turn, engaged environmental engineers to review the site and the prior monitoring test results. During the year ended December 31, 2015, their review was completed, and the Company made an additional accrual of $0.5 million, representing the low end of the range of possible costs estimated by the engineers to be between $0.5 million and $1.0 million to resolve this matter subject to the approval of the state department of environmental protection (the "FDEP"). The FDEP issued a Remedial Action Plan Modification Approval Order (the "FDEP Approval") in August 2016 which supports the approximate $0.5 million accrual made in 2015. The Company is implementing the remediation plan pursuant to the FDEP Approval. During the fourth quarter of 2017, the Company made an additional accrual of less than $0.1 million for the second year of monitoring as the low end of the original range of estimated costs was increased for the amount of monitoring now anticipated. Since the total accrual of $0.7 million was made, $0.6 million in costs have been incurred through June 30, 2021, leaving a remaining accrual of $0.1 million.

Operating Leases – Liability. The Company implemented FASB ASC Topic 842, *Leases*, effective January 1, 2019, resulting in a cumulative effect adjustment to increase right-of-use assets and related liabilities for operating leases for which the Company is the lessee.

NOTE 20. DEFERRED REVENUE

Deferred revenue consisted of the following (in thousands):

	As of	
	June 30, 2021	December 31, 2020
Prepaid Rent	$ 2,993	$ 2,684
Tenant Contributions	600	625
Other Deferred Revenue	443	10
Total Deferred Revenue	$ 4,036	$ 3,319

Tenant Contributions. In connection with the construction of the Company's beachfront restaurant formerly leased to Cocina 214 in Daytona Beach, Florida, pursuant to the lease agreement, the tenant contributed $1.9 million towards the completion of the building and tenant improvements through direct payments to various third-party construction vendors. The tenant contribution is being recognized ratably over the remaining term of the lease into income property rental revenue. As a result of the lease termination agreement, entered into on July 16, 2019 by the Company and Cocina 214, the balance of the tenant contribution liability was reduced by $1.0 million, leaving a balance of $0.7 million to be recognized into income property rental revenue ratably over the remaining term of the original Cocina 214 lease. A total of $0.1 million was recognized into income property rental revenue through June 30, 2021, leaving a balance of $0.6 million to be recognized over the remaining term of the lease.

NOTE 21. STOCK-BASED COMPENSATION

SUMMARY OF STOCK-BASED COMPENSATION

A summary of share activity for all equity classified stock compensation during the six months ended June 30, 2021, is presented below:

Type of Award	Shares Outstanding at 1/1/2021	Granted Shares	Vested / Exercised Shares	Expired Shares	Forfeited Shares	Shares Outstanding at 6/30/2021
Equity Classified - Performance Share Awards - Peer Group Market Condition Vesting	55,851	48,134	(17,418)	—	—	86,567
Equity Classified - Market Condition Restricted Shares - Stock Price Vesting	22,000	—	—	(22,000)	—	—
Equity Classified - Three Year Vest Restricted Shares	38,479	43,050	(21,220)	—	(3,435)	56,874
Equity Classified - Non-Qualified Stock Option Awards	80,000	20,332	(43,624)	—	—	56,708
Total Shares	196,330	111,516	(82,262)	(22,000)	(3,435)	200,149

As contemplated under the terms of the Second Amended and Restated 2010 Equity Incentive Plan (together with its predecessor plan, the "2010 Plan"), on January 20, 2021, in order to address the dilutive effect of the stock component of the special distribution that was paid to the Company's stockholders on December 21, 2020 in connection with the Company's REIT conversion, the Board's Compensation Committee made an equitable adjustment (the "Equitable Adjustment") to certain of the awards outstanding as of December 31, 2020. Accordingly, during the three months ended March 31, 2021, the number of granted shares (111,516) includes 46,237 shares attributable to the Equitable Adjustment.

Amounts recognized in the financial statements for stock options, stock appreciation rights, and restricted stock are as follows (in thousands):

	Three Months Ended		Six Months Ended	
	June 30, 2021	June 30, 2020	June 30, 2021	June 30, 2020
Total Cost of Share-Based Plans Charged Against Income Before Tax Effect	$ 742	$ 699	$ 1,700	$ 1,518
Income Tax Expense Recognized in Income	$ —	$ 174	$ —	$ 378

Effective as of August 4, 2017, the Company entered into amendments to the employment agreements and certain stock option award agreements and restricted share award agreements whereby such awards will fully vest following a change in control (as defined in the executive's employment agreement) only if the executive's employment is terminated without cause or if the executive resigns for good reason (as such terms are defined in the executive's employment agreement), in each case, at any time during the 24-month period following the change in control.

EQUITY-CLASSIFIED STOCK COMPENSATION

Performance Share Awards – Peer Group Market Condition Vesting

Performance shares have been granted to certain employees under the 2010 Plan. The performance share awards entitle the recipient to receive, upon the vesting thereof, shares of common stock of the Company equal to between 0% and 150% of the number of performance shares awarded. The number of shares of common stock ultimately received by the award recipient is determined based on the Company's total stockholder return as compared to the total stockholder return of a certain peer group during a three-year performance period. The Company granted a total of 48,134 performance shares during the three months ended March 31, 2021, of which 15,988 were attributable to the Equitable Adjustment.

During the three months ended March 31, 2021, pursuant to the calculation of the vesting criteria for the three-year performance period ended December 31, 2020, as performed by an independent third party, the grantees of performance shares received an aggregate of 15,197 shares of Company common stock related to the 17,418 shares outstanding as of January 20, 2021, post Equitable Adjustment, as the actual vesting percentage achieved during the relevant three-year performance period was 87.2%.

During the three months ended March 31, 2020, pursuant to the calculation of the vesting criteria for the three-year performance period ended December 31, 2019, as performed by an independent third party, the grantees of performance shares received an aggregate of 14,214 shares of Company common stock related to the 12,635 shares outstanding as of January 1, 2020 as the actual vesting percentage achieved during the relevant three-year performance period was 112.5%.

The Company used a Monte Carlo simulation pricing model to determine the fair value of its awards that are based on market conditions. The determination of the fair value of market condition-based awards is affected by the Company's stock price as well as assumptions regarding a number of other variables. These variables include expected stock price volatility over the requisite performance term of the awards, the relative performance of the Company's stock price and stockholder returns to companies in its peer group, annual dividends, and a risk-free interest rate assumption. Compensation cost is recognized regardless of the achievement of the market conditions, provided the requisite service period is met.

As of June 30, 2021, there was $2.5 million of unrecognized compensation cost, adjusted for estimated 1.9 years.

A summary of activity during the six months ended June 30, 2021 is presented below:

Performance Shares with Market Conditions	Shares		Wtd. Avg. Fair Value
Outstanding at January 1, 2021	55,851	$	63.44
Granted	48,134	$	32.04
Vested	(17,418)	$	58.30
Expired	—		—
Forfeited	—		—
Outstanding at June 30, 2021	86,567	$	47.01

Market Condition Restricted Shares– Stock Price Vesting

Restricted Company common stock has been granted to certain employees under the 2010 Plan. The restricted Company common stock outstanding from these grants vest in increments based upon the price per share of the Company common stock during the term of employment (or within sixty days after termination of employment by the Company without cause), meeting or exceeding the target trailing thirty-day average closing prices. Effective January 28, 2021, the 22,000 shares outstanding, consisting of 18,000 shares with a $70 per share price vesting criteria and 4,000 shares with a $75 per share price vesting criteria, expired prior to vesting.

The Company used a Monte Carlo simulation pricing model to determine the fair value of its awards that are based on market conditions. The determination of the fair value of market condition-based awards is affected by the Company's stock price as well as assumptions regarding a number of other variables. These variables include expected stock price volatility over the requisite performance term of the awards, the relative performance of the Company's stock price and stockholder returns to companies in its peer group, annual dividends, and a risk-free interest rate assumption. Compensation cost is recognized regardless of the achievement of the market conditions, provided the requisite service period is met.

As of June 30, 2021, there is no unrecognized compensation cost related to market condition restricted stock.

A summary of the activity for these awards during the six months ended June 30, 2021 is presented below:

Market Condition Non-Vested Restricted Shares	Shares		Wtd. Avg. Fair Value
Outstanding at January 1, 2021	22,000	$	41.71
Granted	—		—
Vested	—		—
Expired	(22,000)	$	41.71
Forfeited	—		—
Outstanding at June 30, 2021	—		—

Three Year Vest Restricted Shares

Restricted shares have been granted to certain employees under the 2010 Plan. One-third of the restricted shares will vest on each of the first, second, and third anniversaries of January 28 of the applicable year provided the grantee is an employee of the Company on those dates. In addition, any unvested portion of the restricted shares will vest upon a change in control. The Company granted a total of 43,050 shares of three-year restricted Company common stock during the three months ended March 31, 2021, of which 9,917 were attributable to the Equitable Adjustment.

The Company's determination of the fair value of the three-year vest restricted stock awards was calculated by multiplying the number of shares issued by the Company's stock price at the grant date, less the present value of expected dividends during the vesting period. Compensation cost is recognized on a straight-line basis over the vesting period.

As of June 30, 2021, there was $2.1 million of unrecognized compensation cost, adjusted for estimated forfeitures, related to the three-year vest non-vested restricted shares, which will be recognized over a remaining weighted average period of 2.1 years.

A summary of activity for these awards six months ended June 30, 2021 is presented below:

Three Year Vest Non-Vested Restricted Shares	Shares	Wtd. Avg. Fair Value Per Share
Outstanding at January 1, 2021	38,479	$ 57.82
Granted	43,050	$ 35.47
Vested	(21,220)	$ 48.55
Expired	—	—
Forfeited	(3,435)	$ 46.61
Outstanding at June 30, 2021	56,874	$ 45.04

Non-Qualified Stock Option Awards

On October 22, 2014, the Company granted to Mr. Smith an option to purchase 10,000 shares of the Company's common stock under the 2010 Plan, with an exercise price of $50.00. Effective January 20, 2021, as a result of the Equitable Adjustment, the number of shares covered by the option was increased to 12,541 and the exercise price was adjusted to $39.87. The option vested for one-third of the shares on each of the first, second, and third anniversaries of the grant date. The option expires on the earliest of: (a) the tenth anniversary of the grant date; (b) twelve months after the employee's death or termination for disability; or (c) thirty days after the termination of employment for any reason other than death or disability. During the three months ended March 31, 2021, the option was exercised on 3,541 shares, leaving 9,000 outstanding as of March 31, 2021. No options were exercised during the three months ended June 30, 2021.

On February 9, 2015, the Company granted to Mr. Albright an option to purchase 20,000 shares of the Company's common stock under the 2010 Plan, with an exercise price of $57.50. Effective January 20, 2021, as a result of the Equitable Adjustment, the number of shares covered by the option was increased to 25,083 and the exercise price was adjusted to $45.85. The option vested on January 28, 2016. The option expires on the earliest of: (a) January 28, 2025; (b) twelve months after the employee's death or termination for disability; or (c) thirty days after the termination of employment for any reason other than death or disability. During the three months ended March 31, 2021, the option was exercised on 25,083 shares, leaving none outstanding as of March 31, 2021. No options were exercised during the three months ended June 30, 2021.

On May 20, 2015, the Company granted to Mr. Albright an option to purchase 40,000 shares of the Company's common stock under the 2010 Plan, with an exercise price of $55.62. On February 26, 2016, this option was surrendered and an option to purchase 40,000 shares was granted on February 26, 2016, with identical terms. Effective January 20, 2021, as a result of the Equitable Adjustment, the number of shares covered by the option was increased to 50,167 and the exercise price was adjusted to $44.35. The option vested for one-third of the shares immediately when granted, and the option for the remaining two-thirds of the shares vested one-third each on January 28, 2017 and January 28, 2018. The option expires on the earliest of: (a) January 28, 2025; (b) twelve months after the employee's death or termination for disability; or (c) thirty days after the termination of employment for any reason other than death or disability. During the three months ended March 31, 2021, the option was exercised on 15,000 shares, leaving 35,167 outstanding as of March 31, 2021. No options were exercised during the three months ended June 30, 2021.

On June 29, 2015, the Company granted to an officer of the Company an option to purchase 10,000 shares of the Company's common stock under the 2010 Plan, with an exercise price of $57.54. Effective January 20, 2021, as a result of the Equitable Adjustment, the number of shares covered by the option was increased to 12,541 and the exercise price was adjusted to $45.88. The option vested for one-third of the shares on each of the first, second, and third anniversaries of the grant date. The option expires on the earliest of: (a) June 29, 2025; (b) twelve months after the employee's death or termination for disability; or (c) thirty days after the termination of employment for any reason other than death or disability. No options were exercised during the three months ended June 30, 2021.

The Company used the Black-Scholes valuation pricing model to determine the fair value of its non-qualified stock option awards. The determination of the fair value of the awards is affected by the stock price as well as assumptions regarding a number of other variables. These variables include expected stock price volatility over the term of the awards, annual dividends, and a risk-free interest rate assumption.

A summary of the activity for these awards during the six months ended June 30, 2021 is presented below:

Non-Qualified Stock Option Awards	Shares	Wtd. Avg. Ex. Price	Wtd. Avg. Remaining Contractual Term (Years)	Aggregate Intrinsic Value
Outstanding at January 1, 2021	80,000	$ 55.63		
Granted	20,332	—		
Exercised	(43,624)	$ 44.85		
Expired	—	—		
Forfeited	—	—		
Outstanding at June 30, 2021	56,708	$ 43.98	3.82	$ 541,145
Exercisable at January 1, 2021	80,000	$ 55.63	4.26	—
Exercisable at June 30, 2021	56,708	$ 43.98	3.82	$ 541,145

The total intrinsic value of options exercised during the six months ended June 30, 2021 totaled $0.5 million. As of June 30, 2021, there is no unrecognized compensation cost related to non-qualified, non-vested stock option awards.

NON-EMPLOYEE DIRECTOR STOCK COMPENSATION

Each member of the Company's Board of Directors has the option to receive his or her annual retainer and meeting fees in shares of Company common stock rather than cash. The number of shares awarded to the directors making such election is calculated quarterly by dividing (i) the sum of (A) the amount of the quarterly retainer payment due to such director plus (B) meeting fees earned by such director during the quarter, by (ii) the closing price of the Company's common stock on the last business day of the quarter for which such payment applied, rounded down to the nearest whole number of shares.

Commencing in 2019, each non-employee director serving as of the beginning of each calendar year shall receive an annual award of the Company's common stock valued at $20,000 for the years ended December 31, 2019 and 2020 and $35,000 for the year ending December 31, 2021 (the "Annual Award"). The number of shares awarded is calculated based on the trailing 20-day average price of the Company's common stock as of the date two business days prior to the date of the award, rounded down to the nearest whole number of shares. Commencing in 2021, non-employee directors will no longer receive meeting fees, but will receive additional retainers for service on Board committees, as set forth in the Company's Non-Employee Director Compensation Policy available on the Company's website (www.ctoreit.com).

During the six months ended June 30, 2021 and 2020, the expense recognized for the value of the Company's common stock received by non-employee directors totaled $0.4 million or 8,298 shares, and $0.4 million, or 6,283 shares, respectively. The expense recognized during the six months ended June 30, 2021 and 2020 includes the Annual Award received during the first quarter of each respective year which totaled $0.2 million and $0.1 million, respectively.

NOTE 22. INCOME TAXES

The Company intends to elect to be taxed as a REIT for U.S. federal income tax purposes under the Code commencing with its taxable year ended December 31, 2020, upon filing of its tax return for such taxable year. The Company believes that, commencing with such taxable year, it has been organized and has operated in such a manner as to qualify for taxation as a REIT under the U.S. federal income tax laws. The Company intends to continue to operate in such a manner. As a REIT, the Company will be subject to U.S. federal and state income taxation at corporate rates on its net taxable income; the Company, however, may claim a deduction for the amount of dividends paid to its stockholders. Amounts distributed as dividends by the Company will be subject to taxation at the stockholder level only. While the Company must distribute at least 90% of its REIT taxable income, determined without regard to the dividends paid deduction and excluding any net capital gain, to qualify as a REIT, the Company intends to distribute all of its net taxable income. The Company is allowed certain other non-cash deductions or adjustments, such as depreciation expense, when computing its REIT taxable income and distribution requirement. These deductions permit the Company to reduce its dividend payout requirement under U.S. federal income tax laws. Certain states may impose minimum franchise taxes. To comply with certain REIT requirements, the Company holds certain of its non-REIT assets and operations through TRS and subsidiaries of TRSs, which will be subject to applicable U.S. federal, state and local corporate income tax on their taxable income. For the periods presented, the Company held a total of five TRSs subject to taxation. The Company's TRSs will file separately as C-Corporations.

As a result of the Company's election to be taxed as a REIT, during the year ended December 31, 2020, a $82.5 million deferred tax benefit was recorded to de-recognize the deferred tax assets and liabilities associated with the entities included in the REIT. A significant portion of the deferred tax benefit recognized relates to the de-recognition of deferred tax liabilities resulting from Internal Revenue Code Section 1031 like-kind exchanges ("1031 Exchanges"). The Company will be subject to corporate income taxes related to assets held by it that are sold during the 5-year period following the date of conversion to the extent such sold assets had a built-in gain as of January 1, 2020. The Company generally does not intend to dispose of any REIT assets after the REIT conversion within the 5-year period, unless various tax planning strategies, including 1031 Exchanges or other deferred tax structures are available to mitigate the built-in gain tax liability of conversion.

NOTE 23. COMMITMENTS AND CONTINGENCIES

Legal Proceedings

From time to time, the Company may be a party to certain legal proceedings, incidental to the normal course of its business. While the outcome of the legal proceedings cannot be predicted with certainty, the Company does not expect that these proceedings will have a material effect upon our financial condition or results of operations.

Buc-ee's. On March 31, 2021, the Company and its wholly-owned subsidiary, Indigo Development LLC, a Florida limited liability company (collectively, "CTO") filed a Complaint for Declaratory Relief in the Circuit Court, Seventh Judicial Circuit, in and for Volusia County, Florida (Case No. 2021-30415-CICI) against Buc-ee's Ltd., a Texas limited partnership ("Buc-ee's"), in connection with a dispute over funds deposited in escrow by CTO in the amount of $0.8 million (the "Escrowed Funds"). The Escrowed Funds were deposited simultaneously with CTO's sale to Buc-ee's in March 2018 of 35 acres of real property located in Daytona Beach, Volusia County, Florida (the "Buc-ee's Parcel"). Pursuant to a post-closing escrow agreement between CTO and Buc-ee's, the Escrowed Funds were to be released to CTO once CTO had obtained certain wetlands-related permits for the benefit of a portion of the Buc-ee's Parcel. CTO was ultimately successful in obtaining the permits, although the permits were issued later than originally contemplated by the escrow agreement. Buc-ee's was aware of and acquiesced to CTO's continuing efforts and expenditures in obtaining the permits, including after the date originally contemplated in the escrow agreement; however, not until after the permits were issued did Buc-ee's inform CTO that Buc-ee's would not agree to release the Escrowed Funds to CTO. CTO's complaint seeks a declaratory judgment determining the parties' entitlement to the Escrowed Funds and to reimburse CTO for its costs associated with seeking legal relief.

Contractual Commitments – Expenditures

The Company has committed to fund commitments on eight income properties. The improvements on such properties are estimated to be completed generally within twelve months. These commitments, as of June 30, 2021, are as follows (in thousands):

		As of June 30, 2021
Total Commitment [(1)]	$	10,877
Less Amount Funded		(1,610)
Remaining Commitment	$	9,267

(1) Commitment includes tenant improvements, leasing commissions, rebranding, facility expansion and other capital improvements.

Off-Balance Sheet Arrangements

The Operating Agreement of the Mitigation Bank JV executed in conjunction with the mitigation bank transaction stipulates that the Company shall arrange for sales of the Mitigation Bank JV's mitigation credits to unrelated third parties totaling no less than $6.0 million of revenue to the Mitigation Bank JV, net of commissions, by the end of 2020, utilizing the Minimum Sales Requirement. The Operating Agreement stipulates that if the Minimum Sales Requirement is not achieved, then BlackRock has the right, but is not required, to cause the Company to purchase the number of mitigation credits necessary to reach the Minimum Sales Guarantee. As a result of not having achieved the Minimum Sales Requirement prior to December 31, 2020, during the first and second quarters of 2021, the Company has had active discussions with BlackRock regarding the Minimum Sales Guarantee. Based on those discussions, the Company currently anticipates that the Minimum Sales Guarantee payment would be paid to BlackRock in the latter half of 2021. The Company is also in discussion with BlackRock regarding the Company's potential buyout of BlackRock's position in the Mitigation Bank JV, the timing of which could occur in the latter half of 2021. There can be no assurances regarding the likelihood, timing, or final terms of such potential buyout.

During June 2018, upon closing the Mitigation Bank JV, the Company estimated the fair value of the Minimum Sales Guarantee at $0.1 million which was recorded as a reduction in the gain on the transaction and is included in accrued and other liabilities in the Company's consolidated balance sheet. As of June 30, 2021, the Company considers the $0.1 million reasonable as upon payment of the Minimum Sales Guarantee, the Company will obtain mitigation credits, or the right to such credits, which would be recorded as an asset at the time of payment.

NOTE 24. BUSINESS SEGMENT DATA

The Company operates in four primary business segments: income properties, management services, commercial loan and master lease investments, and real estate operations. Our income property operations consist primarily of income-producing properties, and our business plan is focused on investing in additional income-producing properties. Our income property operations accounted for 84.7% and 80.0% of our identifiable assets as of June 30, 2021 and December 31, 2020, respectively, and 79.4% and 87.0% of our consolidated revenues for the six months ended June 30, 2021 and 2020, respectively. Our management fee income consists of the management fees earned for the management of PINE and the Land JV. As of June 30, 2021, our commercial loan and master lease investments portfolio consisted of two commercial loan investment and two commercial properties whose leases are classified as commercial loan and master lease investments. Our continuing real estate operations consists of revenues generated from leasing and royalty income from our interests in subsurface oil, gas, and mineral rights, and the sale of mitigation credits.

The Company evaluates performance based on profit or loss from operations. The Company's reportable segments are strategic business units that offer different products. They are managed separately because each segment requires different management techniques, knowledge, and skills.

Information about the Company's operations in different segments for the three and six months ended June 30, 2021 and 2020 are as follows (in thousands):

	Three Months Ended		Six Months Ended	
	June 30, 2021	June 30, 2020	June 30, 2021	June 30, 2020
Revenues:				
Income Properties	$ 11,574	$ 11,473	$ 23,023	$ 22,476
Management Fee Income	752	695	1,421	1,397
Interest Income from Commercial Loan and Master Lease Investments	709	835	1,410	1,887
Real Estate Operations	1,248	7	3,141	88
Total Revenues	$ 14,283	$ 13,010	$ 28,995	$ 25,848
Operating Income (Loss):				
Income Properties	$ 8,787	$ 8,905	$ 17,319	$ 17,795
Management Fee Income	752	695	1,421	1,397
Interest Income from Commercial Loan and Master Lease Investments	709	835	1,410	1,887
Real Estate Operations	715	(50)	2,526	(1,493)
General and Corporate Expense	(7,696)	(7,192)	(15,658)	(14,836)
Impairment Charges	(16,527)	—	(16,527)	(1,905)
Gain on Disposition of Assets	4,732	7,076	5,440	7,076
Gain (Loss) on Extinguishment of Debt	(641)	504	(641)	1,141
Total Operating Income (Loss)	$ (9,169)	$ 10,773	$ (4,710)	$ 11,062
Depreciation and Amortization:				
Income Properties	$ 5,026	$ 5,016	$ 9,851	$ 9,563
Corporate and Other	5	5	10	10
Total Depreciation and Amortization	$ 5,031	$ 5,021	$ 9,861	$ 9,573
Capital Expenditures:				
Income Properties	$ 74,767	$ 250	$ 114,107	$ 138,242
Commercial Loan and Master Lease Investments	—	—	—	6,754
Corporate and Other	3	6	10	12
Total Capital Expenditures	$ 74,770	$ 256	$ 114,117	$ 145,008

Identifiable assets of each segment as of June 30, 2021 and December 31, 2020 are as follows (in thousands):

	As of	
	June 30, 2021	December 31, 2020
Identifiable Assets:		
Income Properties	$ 584,058	$ 531,325
Management Services	1,380	700
Commercial Loan and Master Lease Investments	38,884	38,321
Real Estate Operations	43,171	59,717
Discontinued Land Operations	834	833
Corporate and Other	21,545	35,804
Total Assets	$ 689,872	$ 666,700

Operating income represents income from continuing operations before loss on early extinguishment of debt, interest expense, investment income, and income taxes. General and corporate expenses are an aggregate of general and administrative expenses and depreciation and amortization expense. Identifiable assets by segment are those assets that are used in the Company's operations in each segment. Real Estate Operations includes the identifiable assets of the Mitigation Bank JV and Land JV. Corporate and other assets consist primarily of cash, property, plant, and equipment related to the other operations, as well as the general and corporate operations.

The Management Services segment had no capital expenditures as of June 30, 2021 or December 31, 2020.

NOTE 25. ASSETS AND LIABILITIES HELD FOR SALE

Assets and liabilities held for sale as of June 30, 2021 and December 31, 2020 are summarized below (in thousands). Two outparcels to Crossroads Towne Center, the Company's multi-tenant income property located in Chandler, Arizona, were classified as held for sale as of June 30, 2021.

	As of June 30, 2021		
	Land JV	Income Properties	Total Assets (Liabilities) Held for Sale
Plant, Property, and Equipment—Net	$ —	$ 2,354	$ 2,354
Restricted Cash	833	—	833
Intangible Lease Assets—Net	—	548	548
Intangible Lease Liabilities—Net	—	(15)	(15)
Total Assets Held for Sale	$ 833	$ 2,887	$ 3,720
Deferred Revenue	$ (831)	$ —	$ (831)
Total Liabilities Held for Sale	$ (831)	$ —	$ (831)

	As of December 31, 2020		
	Land JV	Income Properties	Total Assets (Liabilities) Held for Sale
Restricted Cash	$ 833	$ —	$ 833
Total Assets Held for Sale	$ 833	$ —	$ 833
Deferred Revenue	$ (831)	$ —	$ (831)
Total Liabilities Held for Sale	$ (831)	$ —	$ (831)

Deferred Revenue on Land Sales. In conjunction with the land sale to Buc-ee's in March 2018, the Company funded an escrow account for $0.8 million related to the portion of the acreage sold for which the Company was obligated to perform wetlands mitigation. As a result of the Company's obligation, $0.8 million of the sales price collected at closing was deferred and the revenue was to be recognized upon the Company's performance of the obligation. See Note 23, "Commitments and Contingencies" for further discussion related to the escrowed funds.

NOTE 26. SUBSEQUENT EVENTS

The Company reviewed all subsequent events and transactions through July 29, 2021, the date the consolidated financial statements were issued.

Perpetual Preferred Public Offering

On June 28, 2021, the Company priced a public offering of 3,000,000 shares of its 6.375% Series A Cumulative Redeemable Preferred Stock at a public offering price of $25.00 per share. The offering closed on July 6, 2021 and generated total net proceeds to the Company of $72.4 million, after deducting the underwriting discount and expenses. The $72.4 million of net proceeds were utilized to pay down the Credit Facility.

There were no other reportable subsequent events or transactions.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

When we refer to "we," "us," "our," or "the Company," we mean CTO Realty Growth, Inc. and its consolidated subsidiaries. References to "Notes to Financial Statements" refer to the Notes to the Consolidated Financial Statements of CTO Realty Growth, Inc. included in this Quarterly Report on Form 10-Q.

Forward-Looking Statements

Statements contained in this Quarterly Report on Form 10-Q, including the documents that are incorporated by reference, that are not historical facts are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Also, when the Company uses any of the words "anticipate," "assume," "believe," "estimate," "expect," "intend," or similar expressions, the Company is making forward-looking statements. Management believes the expectations reflected in such forward-looking statements are based upon present expectations and reasonable assumptions. However, the Company's actual results could differ materially from those set forth in the forward-looking statements. Further, forward-looking statements speak only as of the date they are made, and the Company undertakes no obligation to update or revise such forward-looking statements to reflect changed assumptions, the occurrence of unanticipated events or changes to future operating results over time, unless required by law. The risks and uncertainties that could cause our actual results to differ materially from those presented in our forward-looking statements, include, but are not limited to, the following:

- we are subject to risks related to the ownership of commercial real estate that could affect the performance and value of our properties;
- our business is dependent upon our tenants successfully operating their businesses, and their failure to do so could materially and adversely affect us;
- competition that traditional retail tenants face from e-commerce retail sales, or the integration of brick and mortar stores with e-commerce retail operators, could adversely affect our business;
- we operate in a highly competitive market for the acquisition of income properties and more established entities or other investors may be able to compete more effectively for acquisition opportunities than we can;
- the loss of revenues from our income property portfolio or certain tenants would adversely impact our results of operations and cash flows;
- our revenues include receipt of management fees and potentially incentive fees derived from our provision of management services to Alpine Income Property Trust, Inc. ("PINE") and the loss or failure, or decline in the business or assets, of PINE could substantially reduce our revenues;
- there are various potential conflicts of interest in our relationship with PINE, including our executive officers and/or directors who are also officers and/or directors of PINE, which could result in decisions that are not in the best interest of our stockholders;
- a prolonged downturn in economic conditions could adversely impact our business, particularly with regard to our ability to maintain revenues from our income-producing assets and our ability to monetize parcels of land the Land JV (as defined below);
- a part of our investment strategy is focused on investing in commercial loan and master lease investments which may involve credit risk;
- we may suffer losses when a borrower defaults on a loan and the value of the underlying collateral is less than the amount due;
- the Company's real estate investments are generally illiquid;
- if we are not successful in utilizing the like-kind exchange structure in deploying the proceeds from dispositions of income properties, or our like-kind exchange transactions are disqualified, we could incur significant taxes and our results of operations and cash flows could be adversely impacted;
- the Company may be unable to obtain debt or equity capital on favorable terms, if at all, or additional borrowings may impact our liquidity or ability to monetize any assets securing such borrowings;
- servicing our debt requires a significant amount of cash, and we may not have sufficient cash flow from our business to service or pay our debt;
- our operations and properties could be adversely affected in the event of natural disasters, pandemics, or other significant disruptions;
- we may encounter environmental problems which require remediation or the incurrence of significant costs to resolve, which could adversely impact our financial condition, results of operations, and cash flows;

- failure to qualify as real estate investment trust ("REIT") for U.S. federal income tax purposes, or failure to remain qualified as a REIT, would cause us to be taxed a regular corporation, which would substantially reduce funds available for distribution to stockholders;
- the risk that the REIT requirements could limit our financial flexibility;
- our limited experience operating as a REIT;
- our ability to pay dividends consistent with the REIT requirements, and expectations as to timing and amounts of such dividends;
- the ability of our board of directors (the "Board") to revoke our REIT status without stockholder approval;
- our exposure to changes in U.S. federal and state income tax laws, including changes to the REIT requirements; and
- an epidemic or pandemic (such as the outbreak and worldwide spread of the novel coronavirus (the "COVID-19 Pandemic")), and the measures that international, federal, state and local governments, agencies, law enforcement and/or health authorities implement to address it, may precipitate or materially exacerbate one or more of the above-mentioned and/or other risks and may significantly disrupt or prevent us from operating our business in the ordinary course for an extended period.

The Company describes the risks and uncertainties that could cause actual results and events to differ materially in "Risk Factors" (Part II, Item 1A of this Quarterly Report on Form 10-Q and Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2020), "Quantitative and Qualitative Disclosures about Market Risk" (Part I, Item 3 of this Quarterly Report on Form 10-Q), and "Management's Discussion and Analysis of Financial Conditions and Results of Operations" (Part I, Item 2 of this Quarterly Report on Form 10-Q).

OVERVIEW

We are a publicly traded diversified REIT that was founded in 1910. We own and manage, sometimes utilizing third-party property management companies, 20 commercial real estate properties in 10 states in the United States. As of June 30, 2021, we owned 12 single-tenant and eight multi-tenant income-producing properties comprising 2.7 million square feet of gross leasable space.

In addition to our income property portfolio, as of June 30, 2021, our business included the following:

Management Services:

- A fee-based management business that is engaged in managing PINE and the entity that currently holds 1,600 acres of undeveloped land in Daytona Beach, Florida (the "Land JV"), see Note 6, "Related Party Management Services Business".

Commercial Loan and Master Lease Investments:

- A portfolio of two commercial loan investments and two commercial properties, which are included in the 20 commercial real estate properties above, whose leases are classified as commercial loan and master lease investments.

Real Estate Operations:

- A portfolio of subsurface mineral interests associated with approximately 420,000 surface acres in 20 counties in the State of Florida and a portfolio of mitigation credits ("Subsurface Interests");

- A retained interest in the Land JV, which has entered into an agreement to sell substantially all of its remaining 1,600 acres of undeveloped land in Daytona Beach, Florida; and

- An interest in a joint venture that owns a 2,500 acre parcel of land in the western part of Daytona Beach, Florida and which is engaged in the operation of a mitigation bank (the "Mitigation Bank JV"), which, pursuant to a mitigation plan approved by the applicable state and federal authorities, produces mitigation credits that are marketed and sold to developers of land in the Daytona Beach area for the purpose of enabling the developers to obtain certain regulatory permits.

Our business also includes our investment in PINE. As of June 30, 2021, our investment totaled $38.8 million, or 15.8% of the PINE's outstanding equity, including the units of limited partnership interest ("OP Units") we hold in Alpine Income Property OP, LP (the "PINE Operating Partnership"), which are redeemable for cash, based upon the value of an equivalent number of shares of PINE common stock at the time of the redemption, or shares of PINE common stock on a one-for-one basis, at PINE's election. Our investment in PINE generates investment income through the dividends distributed by PINE. In addition to the dividends we receive from PINE, our investment in PINE may benefit from any appreciation in PINE's stock price, although no assurances can be provided that such appreciation will occur, the amount by which our investment will increase in value, or the timing thereof. Any dividends received from PINE are included in investment and other income (loss) on the accompanying consolidated statements of operations.

Our strategy for investing in income-producing properties is focused on factors including, but not limited to, long-term real estate fundamentals and target markets, including major markets or those markets experiencing significant economic growth. We employ a methodology for evaluating targeted investments in income-producing properties which includes an evaluation of: (i) the attributes of the real estate (e.g. location, market demographics, comparable properties in the market, etc.); (ii) an evaluation of the existing tenant(s) (e.g. credit-worthiness, property level sales, tenant rent levels compared to the market, etc.); (iii) other market-specific conditions (e.g. tenant industry, job and population growth in the market, local economy, etc.); and (iv) considerations relating to the Company's business and strategy (e.g. strategic fit of the asset type, property management needs, alignment with the Company's 1031 like-kind exchange structure, etc.).

Our focus on acquiring income-producing investments includes a continual review of our existing income property portfolio to identify opportunities to recycle our capital through the sale of income properties based on, among other possible factors, the current or expected performance of the property and favorable market conditions. We sold one multi-tenant income property and nine single-tenant income properties, which included a ground lease, during the six months ended June 30, 2021. As a result of entering the exclusivity and right of first offer agreement with PINE (the "Exclusivity and ROFO Agreement") which generally prevents us from investing in single-tenant net lease income properties, our income property investment strategy will be focused primarily on multi-tenant retail and office properties. We may pursue this strategy by monetizing certain of our single-tenant properties, and should we do so, we would seek to utilize the 1031 like-kind exchange structure to preserve the tax-deferred gain on the original transaction(s) that pertains to the replacement asset.

We believe investment in income-producing assets provides attractive opportunities for generally stable cash flows and the potential for increased returns over the long run. In 2020, we experienced a short term decrease in cash from operations as our tenants were impacted by the COVID-19 Pandemic and certain tenants' rents were abated or deferred during the year. A prolonged imposition of mandated closures or other social-distancing guidelines as a result of the COVID-19 Pandemic may adversely impact more our tenants' ability to generate sufficient revenues, and could force additional tenants to default on their leases, or result in the bankruptcy or insolvency of tenants, which would diminish the rental revenue we receive under our leases. The rapid development and fluidity of the pandemic precludes any prediction as to the ultimate adverse impact on our business.

Our current portfolio of 12 single-tenant income properties generates $18.2 million of revenues from annualized straight-line base lease payments and had a weighted average remaining lease term of 21.1 years as of June 30, 2021. Our current portfolio of eight multi-tenant properties generates $28.0 million of revenue from annualized straight-line base lease payments and had a weighted average remaining lease term of 6.3 years as of June 30, 2021.

We self-developed two single-tenant net lease restaurant properties on a six-acre beachfront parcel in Daytona Beach, Florida. The development was completed in January of 2018 and rent commenced from both tenants pursuant to their separate leases. On a limited basis, we have acquired and may continue to selectively acquire other real estate, either vacant land or land with existing structures, that we would demolish and develop into additional income properties. Through June 30, 2021, we have invested $5.7 million, including raze and entitlement costs, to acquire six acres in downtown Daytona Beach that is located in an opportunity zone. Our investments in vacant land or land with existing structures would target opportunistic acquisitions of select sites, which may be distressed, with an objective of having short investment horizons. Should we pursue such acquisitions, we may seek to partner with developers to develop these sites rather than self-develop the properties.

REIT CONVERSION

As of December 31, 2020, the Company had completed certain internal reorganization transactions necessary to begin operating in compliance with the requirements for qualification and taxation as a REIT for U.S. federal income tax purposes for the taxable year ended December 31, 2020.

COVID-19 PANDEMIC

In March 2020, the World Health Organization declared the outbreak of the novel coronavirus as a pandemic (the "COVID-19 Pandemic"), which has spread throughout the United States. The impact of the COVID-19 Pandemic has evolved rapidly, with many jurisdictions taking drastic measures to limit the spread of the virus by instituting quarantines or lockdowns and imposing travel restrictions. Such actions have created significant disruptions to global supply chains, and adversely impacted several industries, including airlines, hospitality, retail and the broader real estate industry.

As a result of the approval of multiple COVID-19 vaccines for use and the distribution of such vaccines among the general population, a number of jurisdictions have reopened and loosened restrictions. However, wide disparities in vaccination rates and continued vaccine hesitancy, combined with the emergence of COVID-19 variants and surges in COVID-19 cases, could trigger the reinstatement of further restrictions. Such restrictions could include mandatory business shut-downs, travel restrictions, reduced business operations and social distancing requirements.

The future impact of the COVID-19 Pandemic on the real estate industry and the Company's financial condition and results of operations is uncertain and cannot be predicted currently since it depends on several factors beyond the control of the Company, including, but not limited to: (i) the uncertainty surrounding the severity and duration of the COVID-19 Pandemic, including possible recurrences and differing economic and social impacts of the COVID-19 Pandemic in various regions of the United States; (ii) the effectiveness of the United States public health response; (iii) the COVID-19 Pandemic's impact on the United States and global economies; (iv) the timing, scope and effectiveness of additional governmental responses to the COVID-19 Pandemic; (v) the availability of a treatment and effectiveness of vaccines approved for COVID-19 and the willingness of individuals to get vaccinated; (vi) changes in how certain types of commercial property are used while maintaining social distancing and other techniques intended to control the impact of COVID-19; (vii) the impact of phase out of economic stimulus measures, the inflationary pressure of economic stimulus, and the eventual halt and reversal by the U.S. Treasury of asset purchases; and (viii) the uneven impact on the Company's tenants, real estate values and cost of capital.

Contractual Base Rent ("CBR") represents the amount owed to the Company under the current terms of its lease agreements. As a result of the COVID-19 Pandemic, during the year ended December 31, 2020, the Company agreed to defer or abate certain CBR in exchange for additional lease term or other lease enhancing additions. Repayments of the remaining balance of deferred CBR began in the third quarter of 2020, with payments continuing, in some cases, into 2023.

COMPARISON OF THE THREE MONTHS ENDED JUNE 30, 2021 AND 2020

Revenue

Total revenue for the three months ended June 30, 2021 is presented in the following summary and indicates the changes as compared to the same period in 2020 (in thousands):

	Three Months Ended			
Operating Segment	**June 30, 2021**	**June 30, 2020**	**$ Variance**	**% Variance**
Income Properties	$ 11,574	$ 11,473	$ 101	0.9%
Management Services	752	695	57	8.2%
Commercial Loan and Master Lease Investments	709	835	(126)	(15.1%)
Real Estate Operations	1,248	7	1,241	17,728.6%
Total Revenue	$ 14,283	$ 13,010	$ 1,273	9.8%

Total revenue for the three months ended June 30, 2021 increased to $14.3 million, compared to $13.0 million during the same period in 2020. The increase in total revenue is primarily attributable the sale of approximately 9,300 acres of Subsurface Interests within the Company's real estate operations segment generating proceeds of $0.7 million during the three months ended June 30, 2021.

	Three Months Ended			
Income Property Operations Revenue	**June 30, 2021**	**June 30, 2020**	**$ Variance**	**% Variance**
Revenue from Recent Acquisitions	$ 1,772	$ —	$ 1,772	100.0%
Revenue from Recent Dispositions	—	1,392	(1,392)	(100.0%)
Revenue from Remaining Portfolio	9,464	9,637	(173)	(1.8%)
Accretion of Above Market/Below Market Intangibles	338	444	(106)	(23.9%)
Total Income Property Operations Revenue	$ 11,574	$ 11,473	$ 101	0.9%

	Three Months Ended			
Real Estate Operations Revenue	**June 30, 2021**	**June 30, 2020**	**$ Variance**	**% Variance**
Subsurface Revenue	$ 793	$ 1	$ 792	79,200.0%
Land Sales Revenue	455	—	455	100.0%
Fill Dirt and Other Revenue	—	6	(6)	(100.0%)
Total Real Estate Operations Revenue	$ 1,248	$ 7	$ 1,241	17,728.6%

Income Properties

Revenue and operating income from our income property operations totaled $11.6 million and $8.8 million, respectively, during the three months ended June 30, 2021, compared to revenue and operating income of $11.5 million and $8.9 million, respectively, for the three months ended June 30, 2020. The direct costs of revenues for our income property operations totaled $2.8 million and $2.6 million for the three months ended June 30, 2021 and 2020, respectively. The slight increase in revenues during the three months ended June 30, 2021 is primarily related to the timing of acquisitions versus dispositions. Our decrease in operating income from our income property operations reflects decreased rent revenues in addition to an increase of $0.2 million in our direct costs of revenues which is also related to the timing of acquisitions versus dispositions.

Management Services

Revenue from our management services totaled $0.8 million during the three months ended June 30, 2021, including $0.72 million and $0.03 million earned from PINE and the Land JV, respectively. Revenue from our management services totaled $0.7 million during the three months ended June 30, 2020, including $0.64 million and $0.05 million earned from PINE and the Land JV, respectively.

Commercial Loan and Master Lease Investments

Interest income from our commercial loan and master lease investments totaled $0.7 million and $0.8 million during the three months ended June 30, 2021 and 2020, respectively. The decrease is due to the timing of investing in the Company's commercial loan and master lease investment portfolio, as further described below.

2021 Portfolio. As of June 30, 2021, the Company's commercial loan and master lease investments portfolio included two commercial loan investments and two commercial properties. The timing of the investments includes (i) the origination of one commercial loan investment during the fourth quarter of 2020, (ii) the origination of one commercial loan investment during the second quarter of 2021, and (iii) the acquisition of two commercial properties during the third quarter of 2020 and 2019, individually, which are accounted for as commercial loan investments due to future repurchase rights.

2020 Portfolio. As of June 30, 2020, the Company's commercial loan and master lease investments portfolio included five commercial loan investments and one commercial property, of which three were originated during the year ended December 31, 2019, and two were originated during the three months ended March 31, 2020. Of the five commercial loan investments, four were sold during the second quarter of 2020 and the remaining investment was repaid in full by the buyer of the Company's former golf operations during the fourth quarter of 2020.

Real Estate Operations

During the three months ended June 30, 2021, operating income from real estate operations was $0.7 million on revenues totaling $1.2 million. During the three months ended June 30, 2020, the operating loss from real estate operations was $0.05 million on revenues totaling less than $0.01 million. The increase in operating income from real estate operations is primarily the result of subsurface sales which occurred during the three months ended June 30, 2021.

General and Administrative Expenses

Total general and administrative expenses for the three months ended June 30, 2021 is presented in the following summary and indicates the changes as compared to the same period in 2020 (in thousands):

	Three Months Ended			
General and Administrative Expenses	**June 30, 2021**	**June 30, 2020**	**$ Variance**	**% Variance**
Recurring General and Administrative Expenses	$ 1,861	$ 1,472	$ 389	26.4%
Non-Cash Stock Compensation	742	699	43	6.2%
REIT Conversion and Other Non-Recurring Items	62	—	62	100.0%
Total General and Administrative Expenses	$ 2,665	$ 2,171	$ 494	22.8%

Gains (Losses) and Impairment Charges

2021 Dispositions. As previously noted, the Company disposed of eight single-tenant income properties during the three months ended June 30, 2021, resulting in gains totaling $4.6 million, which properties are described below (in thousands):

Tenant Description	**Tenant Type**	**Date of Disposition**	**Sales Price**	**Gain on Sale**
Burlington, N. Richland Hills, TX	Single-Tenant	04/23/21	$ 11,528	$ 61
Staples, Sarasota, FL	Single-Tenant	05/07/21	4,650	664
CMBS Portfolio (1)	Single-Tenant	06/30/21	44,500	3,917
		Total	$ 60,678	$ 4,642

(1) On June 30, 2021, the Company sold six single-tenant income properties (the "CMBS Portfolio") to PINE for an aggregate purchase price of $44.5 million.

2020 Dispositions. During the three months ended June 30, 2020, the Company disposed of four single-tenant income properties, including three ground leases, and one multi-tenant income property, which properties are described below (in thousands):

Tenant Description	**Tenant Type**	**Date of Disposition**	**Sales Price**	**Gain (Loss) on Sale**
CVS, Dallas, TX	Single-Tenant	04/24/20	$ 15,222	$ 854
Wawa, Daytona Beach, FL	Single-Tenant	04/29/20	6,002	1,769
JPMorgan Chase Bank, Jacksonville, FL	Single-Tenant	06/18/20	6,715	960
7-Eleven, Dallas, TX	Multi-Tenant	06/26/20	2,400	(46)
Bank of America, Monterey, CA	Single-Tenant	06/29/20	9,000	3,892
		Total	$ 39,339	$ 7,429

Commercial Loan and Master Lease Investments. In late May 2020, the Company sold four of its commercial loan investments in two separate transactions generating aggregate proceeds of $20.0 million, resulting in a loss of $0.4 million during the three months ended June 30, 2020. There were no losses on the Company's commercial loan and master lease investments portfolio during the three months ended June 30, 2021.

2025 Note Repurchases. During the three months ended June 30, 2021, the Company repurchased $0.8 million aggregate principal amount of 2025 Notes at a $0.01 million premium, resulting in a loss on extinguishment of debt of $0.1 million. During the three months ended June 30, 2020, the Company repurchased $7.5 million aggregate principal amount of the 2025 Notes at a cash discount of $1.4 million, resulting in a gain on extinguishment of debt of $0.5 million, net of the pro-rata share of the conversion value.

Mortgage Note Payable. In connection with the disposition of the CMBS Portfolio during the second quarter of 2021 and related assumption by the buyer of the Company's $30.0 million fixed-rate mortgage note payable, the Company recognized a $0.5 million loss on extinguishment of debt related to the write-off of unamortized financing costs.

Impairment Charges. There were no impairment charges on the Company's undeveloped land holdings, or its income property portfolio during the three months ended June 30, 2021 and 2020. The $16.5 million impairment charge, net of the $4.1 million related income tax benefit, recognized during the three months ended June 30, 2021 is related to the Company's retained interest in the Land JV as a result of the estimated proceeds to be received in connection with the contract entered into with Timberline Acquisition Partners, an affiliate of Timberline Real Estate Partners, for the sale of substantially all of its remaining land, including any land that was previously under contract, for $67.0 million.

Investment and Other Income (Loss)

During the three months ended June 30, 2021, the closing stock price of PINE increased by $1.66 per share, with a closing price of $19.02 on June 30, 2021. During the three months ended June 30, 2020, the closing stock price of PINE increased by $3.95 per share, with a closing price of $16.26 on June 30, 2020. The increases resulted in unrealized, non-cash gains on the Company's investment in PINE of $3.4 million and $8.1 million, respectively, which is included in investment and other income (loss) in the consolidated statements of operations for the three months ended June 30, 2021 and 2020, respectively.

The Company earned dividend income from the investment in PINE of $0.5 million and $0.4 million during the three months ended June 30, 2021 and 2020, respectively.

Interest Expense

Interest expense totaled $2.4 million and $2.5 million for the three months ended June 30, 2021 and 2020, respectively. The decrease of $0.1 million is primarily attributable to the payoff of the Company's $23.2 million variable-rate mortgage note during the first quarter of 2021.

Net Income (Loss)

Net income (loss) totaled ($3.7) million and $12.6 million for the three months ended June 30, 2021 and 2020, respectively. The decrease in net income is attributable to the factors described above.

COMPARISON OF THE SIX MONTHS ENDED JUNE 30, 2021 AND 2020

Revenue

Total revenue for the six months ended June 30, 2021 is presented in the following summary and indicates the changes as compared to the same period in 2020 (in thousands):

	Six Months Ended			
Operating Segment	**June 30, 2021**	**June 30, 2020**	**$ Variance**	**% Variance**
Income Properties	$ 23,023	$ 22,476	$ 547	2.4%
Management Services	1,421	1,397	24	1.7%
Commercial Loan and Master Lease Investments	1,410	1,887	(477)	(25.3%)
Real Estate Operations	3,141	88	3,053	3,469.3%
Total Revenue	$ 28,995	$ 25,848	$ 3,147	12.2%

Total revenue for the six months ended June 30, 2021 increased to $29.0 million, compared to $25.8 million during the same period in 2020. The increase in total revenue reflects an increase of $0.5 million in revenue from our income property operations primarily related to the timing of acquisitions versus dispositions. Revenues further benefited from the sale of approximately 34,500 acres of Subsurface Interests within the Company's real estate operations segment generating proceeds of $2.6 million during the six months ended June 30, 2021. These increases were offset by a decrease of $0.5 million in revenue generated from our commercial loan and master lease investments portfolio due to the timing of investing in, and dispositions of, the Company's commercial loan and master lease investments portfolio, as further described below.

	Six Months Ended			
Income Property Operations Revenue	**June 30, 2021**	**June 30, 2020**	**$ Variance**	**% Variance**
Revenue from Recent Acquisitions	$ 2,712	$ —	$ 2,712	100.0%
Revenue from Recent Dispositions	—	2,686	(2,686)	(100.0%)
Revenue from Remaining Portfolio	19,577	18,872	705	3.7%
Accretion of Above Market/Below Market Intangibles	734	918	(184)	(20.0%)
Total Income Property Operations Revenue	$ 23,023	$ 22,476	$ 547	2.4%

	Six Months Ended			
Real Estate Operations Revenue	**June 30, 2021**	**June 30, 2020**	**$ Variance**	**% Variance**
Mitigation Credit Sales	$ —	$ 4	$ (4)	(100.0%)
Subsurface Revenue	2,686	78	2,608	3,343.6%
Land Sales Revenue	455	—	455	100.0%
Fill Dirt and Other Revenue	—	6	(6)	(100.0%)
Total Real Estate Operations Revenue	$ 3,141	$ 88	$ 3,053	3,510.3%

Income Properties

Revenue and operating income from our income property operations totaled $23.0 million and $17.3 million, respectively, during the six months ended June 30, 2021, compared to revenue and operating income of $22.5 million and $17.8 million, respectively, for the six months ended June 30, 2020. The direct costs of revenues for our income property operations totaled $5.7 million and $4.7 million for the six months ended June 30, 2021 and 2020, respectively. The increase in revenues of $0.5 million, or 2.4%, during the six months ended June 30, 2021 is primarily related to the timing of acquisitions versus dispositions. Our decrease in operating income from our income property operations reflects increased rent revenues, offset by an increase of $1.0 million in our direct costs of revenues which is also related to the timing of acquisitions versus dispositions.

Management Services

Revenue from our management services totaled $1.4 million during the six months ended June 30, 2021, including $1.36 million and $0.06 million earned from PINE and the Land JV, respectively. Revenue from our management services totaled $1.4 million during the six months ended June 30, 2020, including $1.29 million and $0.1 million earned from PINE and the Land JV, respectively.

Commercial Loan and Master Lease Investments

Interest income from our commercial loan and master lease investments totaled $1.4 million and $1.9 million during the six months ended June 30, 2021 and 2020, respectively. The decrease is due to the timing of investing in the Company's commercial loan and master lease investment portfolio, as further described below.

2021 Portfolio. As of June 30, 2021, the Company's commercial loan and master lease investments portfolio included two commercial loan investments and two commercial properties. The timing of the investments includes (i) the origination of one commercial loan investment during the fourth quarter of 2020, (ii) the origination of one commercial loan investment during the second quarter of 2021, and (iii) the acquisition of two commercial properties during the third quarter of 2020 and 2019, individually, which are accounted for as commercial loan investments due to future repurchase rights.

2020 Portfolio. As of June 30, 2020, the Company's commercial loan and master lease investments portfolio included five commercial loan investments and one commercial property, of which three were originated during the year ended December 31, 2019, and two were originated during the three months ended March 31, 2020. Of the five commercial loan investments, four were sold during the second quarter of 2020 and the remaining investment was repaid in full by the buyer of the Company's former golf operations during the fourth quarter of 2020.

Real Estate Operations

During the six months ended June 30, 2021, operating income from real estate operations was $2.5 million on revenues totaling $3.1 million. During the six months ended June 30, 2020, the operating loss from real estate operations was $1.5 million on revenues totaling $0.09 million. The operating income during the six months ended June 30, 2021 was due to the sale of approximately 34,500 acres of Subsurface Interests totaling $2.6 million, which revenues were offset by $0.1 million cost of sales, as compared to the six months ended June 30, 2020 which included the charge of $1.2 million attributable to 16 mitigation credits provided at no cost to buyers in addition to the purchase of 2 mitigation credits from the Mitigation Bank JV totaling $0.2 million.

General and Administrative Expenses

Total general and administrative expenses for the six months ended June 30, 2021 is presented in the following summary and indicates the changes as compared to the same period in 2020 (in thousands):

	Six Months Ended			
General and Administrative Expenses	**June 30, 2021**	**June 30, 2020**	**$ Variance**	**% Variance**
Recurring General and Administrative Expenses	$ 3,942	$ 3,643	$ 299	8.2%
Non-Cash Stock Compensation	1,700	1,518	182	12.0%
REIT Conversion and Other Non-Recurring Items	155	102	53	52.0%
Total General and Administrative Expenses	$ 5,797	$ 5,263	$ 534	10.1%

Gains (Losses) and Impairment Charges

2021 Dispositions. As previously noted, the Company disposed of one multi-tenant income property and nine single-tenant income properties, including one ground lease, during the six months ended June 30, 2021, resulting in gains totaling $5.3 million, which properties are described below (in thousands):

Tenant Description	**Tenant Type**	**Date of Disposition**	**Sales Price**	**Gain on Sale**
World of Beer/Fuzzy's Taco Shop, Brandon, FL	Multi-Tenant	01/20/21	$ 2,310	$ 599
Moe's Southwest Grill, Jacksonville, FL	Single-Tenant	02/23/21	2,541	109
Burlington, N. Richland Hills, TX	Single-Tenant	04/23/21	11,528	61
Staples, Sarasota, FL	Single-Tenant	05/07/21	4,650	662
CMBS Portfolio (1)	Single-Tenant	06/30/21	44,500	3,899
		Total	$ 65,529	$ 5,330

2020 Dispositions. During the six months ended June 30, 2020, the Company disposed of four single-tenant income properties, including three ground leases, and one multi-tenant income property, which properties are described below (in thousands):

Tenant Description	**Tenant Type**	**Date of Disposition**	**Sales Price**	**Gain (Loss) on Sale**
CVS, Dallas, TX	Single-Tenant	04/24/20	$ 15,222	$ 854
Wawa, Daytona Beach, FL	Single-Tenant	04/29/20	6,002	1,769
JPMorgan Chase Bank, Jacksonville, FL	Single-Tenant	06/18/20	6,715	960
7-Eleven, Dallas, TX	Multi-Tenant	06/26/20	2,400	(46)
Bank of America, Monterey, CA	Single-Tenant	06/29/20	9,000	3,892
		Total	$ 39,339	$ 7,429

Commercial Loan and Master Lease Investments. In light of the COVID-19 Pandemic, during the three months ended March 31, 2020, the Company began marketing its commercial loan portfolio in advance of their upcoming maturities to further strengthen the Company's liquidity. The Company received multiple bids including a bid offering a value that was at a discount to par. Additionally, the Company implemented guidance regarding current expected credit losses ("CECL") effective January 1, 2020, which resulted in an allowance reserve of $0.3 million. The CECL reserve combined with the impairment related to marketing the loan portfolio resulted in an aggregate impairment charge on the loan portfolio of $1.9 million.

During the six months ended June 30, 2020, the Company sold four of its commercial loan investments in two separate transactions generating aggregate proceeds of $20.0 million, resulting in a loss of $0.4 million during the three months ended June 30, 2020. The total loss on the loan portfolio disposition, including the impairment and CECL reserve charges in the three months ended March 31, 2020, was $2.1 million.

There were no losses on the Company's commercial loan and master lease investments portfolio during the six months ended June 30, 2021.

2025 Note Repurchases. During the six months ended June 30, 2021, the Company repurchased $0.8 million aggregate principal amount of 2025 Notes at a $0.01 million premium, resulting in a loss on extinguishment of debt of $0.1 million. During the six months ended June 30, 2020, the Company repurchased $12.5 million aggregate principal amount of the 2025 Notes at a cash discount of $2.6 million, resulting in a gain on extinguishment of debt of $1.1 million, net of the pro-rata share of the conversion value.

Mortgage Note Payable. In connection with the disposition of the CMBS Portfolio during the second quarter of 2021 and related assumption by the buyer of the Company's $30.0 million fixed-rate mortgage note payable, the Company recognized a $0.5 million loss on extinguishment of debt related to the write-off of unamortized financing costs.

Impairment Charges. There were no impairment charges on the Company's undeveloped land holdings, or its income property portfolio during the six months ended June 30, 2021 and 2020. The $16.5 million impairment charge, net of the $4.1 million related income tax benefit, recognized during the six months ended June 30, 2021 is related to the Company's retained interest in the Land JV as a result of the estimated proceeds to be received in connection with the contract entered into with Timberline Acquisition Partners, an affiliate of Timberline Real Estate Partners, for the sale of substantially all of its remaining land, including any land that was previously under contract, for $67.0 million.

Investment and Other Income (Loss)

During the six months ended June 30, 2021, the closing stock price of PINE increased by $4.03 per share, with a closing price of $19.02 on June 30, 2021. During the six months ended June 30, 2020, the closing stock price of PINE decreased by $2.77 per share, with a closing price of $16.26 on June 30, 2020. The increase (decrease) resulted in an unrealized, non-cash gain (loss) on the Company's investment in PINE of $8.2 million and ($5.6) million which is included in investment and other income (loss) in the consolidated statements of operations for the six months ended June 30, 2021 and 2020, respectively.

The Company earned dividend income from the investment in PINE of $1.0 million and $0.8 million during the six months ended June 30, 2021 and 2020, respectively.

Interest Expense

Interest expense totaled $4.9 million and $5.9 million for the six months ended June 30, 2021 and 2020, respectively. The decrease of $1.0 million is primarily attributable to utilization of a rate swap on $100.0 million principal balance of the credit facility, payoff of the Company's $23.2 million variable-rate mortgage note during the first quarter of 2021, and the lower outstanding balance on the 2025 Notes, in addition to the lower rate on the 2025 Notes, compared to the 2020 Notes.

Net Income

Net income totaled $4.1 million and $0.3 million for the six months ended June 30, 2021 and 2020, respectively. The increase in net income is attributable to the factors described above.

LIQUIDITY AND CAPITAL RESOURCES

Cash totaled $18.6 million at June 30, 2021, including restricted cash of $13.9 million, see Note 2 "Summary of Significant Accounting Policies" under the heading Restricted Cash for the Company's disclosure related to its restricted cash balance at June 30, 2021.

Our total cash balance at June 30, 2021 reflected cash flows provided by our operating activities totaling $18.3 million during the six months ended June 30, 2021 compared to cash flows provided by operating activities totaling $9.7 million for the six months ended June 30, 2020, an increase of $8.6 million. The increase of $8.6 million is primarily related to the increase in the cash flows provided by real estate operations of $4.0 million which was driven by the sale of $2.6 million of Subsurface Interests. This increase was partially offset by an aggregate decrease in cash inflows of $0.5 million related to income properties, which was primarily the result of timing related to the reinvestment of recently disposed assets, and interest from commercial loan and master lease investments. The change in operating cash was also impacted by various other differences with regard to timing of payments within other assets, accounts payable, and accrued and other liabilities.

Our cash flows used in investing activities totaled $80.5 million for the six months ended June 30, 2021, compared to cash flows used in investing activities of $88.0 million for the six months ended June 30, 2020, a decrease of $7.5 million. The decrease in cashed used in investing activities of $7.5 million is primarily related to decreased cash outflows of $32.0 million during the six months ended June 30, 2021 as compared to the same period in 2020 comprised of $24.4 million related to income property acquisitions, the origination of two commercial loan and master lease investments totaling $6.4 million, and $1.2 million related to the cost basis of 16 mitigation credits provided at no cost to buyers. Additionally, there was a decrease of cash inflows of $21.0 million related to four commercial loan and master lease investments sold during the second quarter of 2020 in addition to $3.5 million of additional proceeds received from dispositions during the six months ended June 30, 2020 as compared to the same period in 2021.

Our cash flows provided by financing activities totaled $47.0 million for the six months ended June 30, 2021, compared to cash flows used in financing activities of $16.2 million for the six months ended June 30, 2020, an increase of $63.2 million. The increase of $63.2 million is primarily related to the impact of (i) net draws on the Company's Credit Facility of $19.5 million, (ii) origination of the $50.0 million 2026 Term Loan under the Company's Credit Facility and subsequent exercise of the accordion option for $15.0 million, (iii) payoff of the $23.2 million variable-rate mortgage note, and (iv) convertible note repurchases of $0.8 million during the six months ended June 30, 2021, as compared to net draws on the Credit Facility of $3.0 million and convertible note repurchases of $9.9 million during the same period in 2020. Increased cash inflows further benefited from decreased cash outflows of $4.1 million related to stock buybacks during the six months ended June 30, 2020, which aggregate increases were partially offset by increased cash outflows of $9.4 million of dividends paid during the six months ended June 30, 2021.

Long-Term Debt. As of June 30, 2021, the Company had $25.7 million available on the Credit Facility. See Note 17, "Long-Term Debt" for the Company's disclosure related to its long-term debt balance at June 30, 2021.

Acquisitions and Investments. As noted previously, the Company acquired three multi-tenant income properties during the six months ended June 30, 2021 for an aggregate purchase price of $111.0 million, as further described in Note 4, "Income Properties".

The Company's guidance for 2021 investments in income-producing properties totals between $175.0 million and $225.0 million. We expect to fund future acquisitions utilizing cash on hand, cash from operations, proceeds from the dispositions of income properties through 1031 like-kind exchanges, and potentially the sale of all or a portion of our Subsurface Interests, and borrowings on our Credit Facility, if available. We expect dispositions of income properties and subsurface interests will qualify under the like-kind exchange deferred-tax structure, and additional financing sources.

Dispositions. During the six months ended June 30, 2021, the Company disposed of one multi-tenant income property and nine single-tenant income properties for total disposition volume of $65.5 million, generating aggregate gains of $5.4 million, as further described in Note 4, "Income Properties".

Contractual Commitments – Expenditures.

The Company has committed to fund commitments on eight income properties. The improvements on such properties are estimated to be completed generally within twelve months. These commitments, as of June 30, 2021, are as follows (in thousands):

	As of June 30, 2021
Total Commitment [1]	$ 10,877
Less Amount Funded	(1,610)
Remaining Commitment	$ 9,267

[1] Commitment includes tenant improvements, leasing commissions, rebranding, facility expansion and other capital improvements.

As of June 30, 2021, we have no other contractual requirements to make capital expenditures.

Off-Balance Sheet Arrangements. See Note 23, "Commitments and Contingencies" for the Company's disclosure related to the Mitigation Bank JV $6.0 million minimum sales requirement and potential buyout discussions.

Other Matters. We believe we will have sufficient liquidity to fund our operations, capital requirements, maintenance, and debt service requirements over the next twelve months and into the foreseeable future, with cash on hand, cash flow from our operations and $25.7 million available capacity on the existing $210.0 million Credit Facility, based on our current borrowing base of income properties, as of June 30, 2021.

Our Board and management consistently review the allocation of capital with the goal of providing the best long-term return for our stockholders. These reviews consider various alternatives, including increasing or decreasing regular dividends, repurchasing the Company's securities, and retaining funds for reinvestment. Annually, the Board reviews our business plan and corporate strategies, and makes adjustments as circumstances warrant. Management's focus is to continue our strategy to diversify our portfolio by redeploying proceeds from like-kind exchange transactions and utilizing our Credit Facility to increase our portfolio of income-producing properties, providing stabilized cash flows with strong risk-adjusted returns primarily in larger metropolitan areas and growth markets.

We believe that we currently have a reasonable level of leverage. Our strategy is to utilize leverage, when appropriate and necessary, and proceeds from sales of income properties, the disposition or payoffs on our commercial loan and master lease investments, and certain transactions in our subsurface interests, to acquire income properties. We may also acquire or originate commercial loan and master lease investments, invest in securities of real estate companies, or make other shorter-term investments. Our targeted investment classes may include the following:

- Multi-tenant office and retail properties in major metropolitan areas and growth markets, typically stabilized;
- Single-tenant retail and office, double or triple net leased, properties in major metropolitan areas and growth markets that are compliant with our commitments under the Exclusivity and ROFO agreement;
- Purchase or origination of ground leases, that are compliant with our commitments under the Exclusivity and ROFO agreement;
- Self-developed properties on Company-owned land including select retail and office;
- Joint venture development using Company-owned land;
- Origination or purchase of commercial loan and master lease investments with loan terms of 1-10 years with strong risk-adjusted yields secured by property types to include hotel, office, retail, residential, land and industrial;
- Select regional area investments using Company market knowledge and expertise to earn strong risk-adjusted yields; and
- Real estate related investment securities, including commercial mortgage backed securities, preferred or common stock, and corporate bonds.

Our investments in income-producing properties are typically subject to long-term leases. For multi-tenant properties, each tenant typically pays its proportionate share of the aforementioned operating expenses of the property, although for such properties we typically incur additional costs for property management services. Single-tenant leases are typically in the form of triple or double net leases and ground leases. Triple-net leases generally require the tenant to pay property operating expenses such as real estate taxes, insurance, assessments and other governmental fees, utilities, repairs and maintenance, and capital expenditures.

Non-U.S. GAAP Financial Measures

Our reported results are presented in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). We also disclose Funds From Operations ("FFO") and Adjusted Funds From Operations ("AFFO"), both of which are non-U.S. GAAP financial measures. We believe these two non-U.S. GAAP financial measures are useful to investors because they are widely accepted industry measures used by analysts and investors to compare the operating performance of REITs.

FFO and AFFO do not represent cash generated from operating activities and are not necessarily indicative of cash available to fund cash requirements; accordingly, they should not be considered alternatives to net income as a performance measure or cash flows from operating activities as reported on our statement of cash flows as a liquidity measure and should be considered in addition to, and not in lieu of, U.S. GAAP financial measures.

We compute FFO in accordance with the definition adopted by the Board of Governors of the National Association of Real Estate Investment Trusts, or NAREIT. NAREIT defines FFO as U.S. GAAP net income or loss adjusted to exclude extraordinary items (as defined by U.S. GAAP), net gain or loss from sales of depreciable real estate assets, impairment write-downs associated with depreciable real estate assets and real estate related depreciation and amortization, including the pro rata share of such adjustments of unconsolidated subsidiaries. The Company also excludes the gains or losses from sales of assets incidental to the primary business of the REIT which specifically include the sales of mitigation credits, impact fee credits, subsurface sales, and the land sales gains included in discontinued operations. To derive AFFO, we modify the NAREIT computation of FFO to include other adjustments to U.S. GAAP net income related to non-cash revenues and expenses such as straight-line rental revenue, amortization of deferred financing costs, amortization of capitalized lease incentives and above- and below-market lease related intangibles, and non-cash compensation. Such items may cause short-term fluctuations in net income but have no impact on operating cash flows or long-term operating performance. We use AFFO as one measure of our performance when we formulate corporate goals.

FFO is used by management, investors and analysts to facilitate meaningful comparisons of operating performance between periods and among our peers primarily because it excludes the effect of real estate depreciation and amortization and net gains on sales, which are based on historical costs and implicitly assume that the value of real estate diminishes predictably over time, rather than fluctuating based on existing market conditions. We believe that AFFO is an additional useful supplemental measure for investors to consider because it will help them to better assess our operating performance without the distortions created by other non-cash revenues or expenses. FFO and AFFO may not be comparable to similarly titled measures employed by other companies.

Reconciliation of Non-U.S. GAAP Measures (in thousands, except share and dividend data):

	Three Months Ended		Six Months Ended	
	June 30, 2021	June 30, 2020	June 30, 2021	June 30, 2020
Net Income (Loss)	$ (3,724)	$ 12,611	$ 4,061	$ 349
Depreciation and Amortization	5,031	5,021	9,861	9,573
Gains on Disposition of Assets	(4,732)	(7,076)	(5,440)	(7,076)
Losses (Gains) on the Disposition of Other Assets	(748)	32	(2,575)	1,421
Impairment Charges, Net	12,474	—	12,474	1,905
Unrealized (Gain) Loss on Investment Securities	(3,386)	(8,056)	(8,220)	5,650
Funds from Operations	$ 4,915	$ 2,532	$ 10,161	$ 11,822
Adjustments:				
Straight-Line Rent Adjustment	(490)	(802)	(1,175)	(1,140)
COVID-19 Rent Repayments (Deferrals), Net	434	(1,151)	654	(1,151)
Amortization of Intangibles to Lease Income	(338)	(444)	(734)	(918)
Contributed Leased Assets Accretion	(38)	(44)	(159)	(87)
Loss (Gain) on Extinguishment of Debt	641	(504)	641	(1,141)
Amortization of Discount on Convertible Debt	319	256	629	760
Non-Cash Compensation	742	699	1,700	1,518
Non-Recurring G&A	62	—	155	102
Amortization of Deferred Financing Costs to Interest Expense	159	73	324	223
Accretion of Loan Origination Fees	(1)	(69)	(1)	(157)
Non-Cash Imputed Interest	(111)	(103)	(214)	(206)
Adjusted Funds from Operations	$ 6,294	$ 443	$ 11,981	$ 9,625
Weighted Average Number of Common Shares:				
Basic	5,898,280	4,653,627	5,888,735	4,682,511
Diluted	5,898,280	4,653,627	5,888,735	4,682,511
Dividends Declared and Paid	$ 1.00	$ 0.25	$ 2.00	$ 0.50

Other Data (in thousands, except per share data):

	Three Months Ended		Six Months Ended	
	June 30, 2021	June 30, 2020	June 30, 2021	June 30, 2020
FFO	$ 4,915	$ 2,532	$ 10,161	$ 11,822
FFO per diluted share	$ 0.83	$ 0.54	$ 1.73	$ 2.52
AFFO	$ 6,294	$ 443	$ 11,981	$ 9,625
AFFO per diluted share	$ 1.07	$ 0.10	$ 2.03	$ 2.06

CRITICAL ACCOUNTING POLICIES

The consolidated financial statements are prepared in conformity with U.S. GAAP. The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses. Actual results could differ from those estimates.

Our significant accounting policies are summarized in Note 2, "Summary of Significant Accounting Policies" included in this Quarterly Report on Form 10-Q and more fully described in the notes to the consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2020. Judgments and estimates of uncertainties are required in applying our accounting policies in many areas. During the six months ended June 30, 2021, there have been no material changes to the critical accounting policies affecting the application of those accounting policies as noted in our Annual Report on Form 10-K for the year ended December 31, 2020.

Refer to Note 2, "Summary of Significant Accounting Policies" for the Company's disclosure related to recently issued accounting pronouncements.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The principal market risk (i.e. the risk of loss arising from adverse changes in market rates and prices), to which we are exposed is interest rate risk relating to our debt. We may utilize overnight sweep accounts and short-term investments as a means to minimize the interest rate risk. We do not believe that interest rate risk related to cash equivalents and short-term investments, if any, is material due to the nature of the investments.

We are primarily exposed to interest rate risk relating to our own debt in connection with our Credit Facility, as this facility carries a variable rate of interest. Our borrowings on our $210.0 million revolving Credit Facility bear a variable rate of interest based on the 30-day LIBOR plus a rate of between 135 basis points and 195 basis points based on our level of borrowing as a percentage of our total asset value. The Company has entered into interest rate swap agreements to hedge against changes in future cash flows resulting from fluctuating interest rates related to certain of its debt borrowings, see Note 18, "Interest Rate Swaps". As of June 30, 2021, the outstanding balance on our Credit Facility was $184.3 million. A hypothetical change in the interest rate of 100 basis points (i.e., 1%) would affect our financial position, results of operations, and cash flows by $1.8 million. By virtue of fixing the variable rate, our exposure to changes in interest rates is minimal but for the impact on other comprehensive income and loss. Management's objective is to limit the impact of interest rate changes on earnings and cash flows and to manage our overall borrowing costs.

ITEM 4. CONTROLS AND PROCEDURES

As of the end of the period covered by this report, an evaluation, as required by Rules 13a-15 and 15d-15 under the Securities Exchange Act of 1934 (the "Exchange Act"), was carried out under the supervision and with the participation of the Company's management, including our Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO"), of the effectiveness of the Company's disclosure controls and procedures (as defined in Rules 13a-15(e) or 15d-15(e) under the Exchange Act). Based on that evaluation, our CEO and CFO have concluded that the design and operation of the Company's disclosure controls and procedures were effective as of June 30, 2021, to ensure that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the Securities and Exchange Commission's rules and forms, and to provide reasonable assurance that information required to be disclosed by the Company in such reports is accumulated and communicated to the Company's management, including our CEO and CFO, as appropriate to allow timely decisions regarding required disclosure. There were no changes in the Company's internal control over financial reporting (as defined in Rules 13a-15(f) or 15d-15(f) under the Exchange Act) during the three months ended June 30, 2021, that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II—OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

From time to time, the Company may be a party to certain legal proceedings, incidental to the normal course of its business. While the outcome of the legal proceedings cannot be predicted with certainty, the Company does not expect that these proceedings will have a material effect upon our financial condition or results of operations.

Buc-ee's. On March 31, 2021, the Company and its wholly-owned subsidiary, Indigo Development LLC, a Florida limited liability company (collectively, "CTO") filed a Complaint for Declaratory Relief in the Circuit Court, Seventh Judicial Circuit, in and for Volusia County, Florida (Case No. 2021-30415-CICI) against Buc-ee's Ltd., a Texas limited partnership ("Buc-ee's"), in connection with a dispute over funds deposited in escrow by CTO in the amount of $0.8 million (the "Escrowed Funds"). The Escrowed Funds were deposited simultaneously with CTO's sale to Buc-ee's in March 2018 of 35 acres of real property located in Daytona Beach, Volusia County, Florida (the "Buc-ee's Parcel"). Pursuant to a post-closing escrow agreement between CTO and Buc-ee's, the Escrowed Funds were to be released to CTO once CTO had obtained certain wetlands-related permits for the benefit of a portion of the Buc-ee's Parcel. CTO was ultimately successful in obtaining the permits, although the permits were issued later than originally contemplated by the escrow agreement. Buc-ee's was aware of and acquiesced to CTO's continuing efforts and expenditures in obtaining the permits, including after the date originally contemplated in the escrow agreement; however, not until after the permits were issued did Buc-ee's inform CTO that Buc-ee's would not agree to release the Escrowed Funds to CTO. CTO's complaint seeks a declaratory judgment determining the parties' entitlement to the Escrowed Funds and to reimburse CTO for its costs associated with seeking legal relief.

ITEM 1A. RISK FACTORS

For a discussion of the Company's potential risks and uncertainties, see the information under the heading Part I, "Item 1A. Risk Factors" in the Company's Annual Report on Form 10-K for the year ended December 31, 2020. The risks described in the Annual Report on Form 10-K are not the only risks facing the Company. Additional risks and uncertainties not currently known to the Company or that the Company currently deems to be immaterial also may materially adversely affect the Company.

As of June 30, 2021, there have been no material changes in our risk factors from those set forth within the Company's Annual Report on Form 10-K for the year ended December 31, 2020.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Not applicable

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

Not applicable

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable

ITEM 5. OTHER INFORMATION

Not applicable

ITEM 6. EXHIBITS

(a) Exhibits:

*(2.1)	Purchase and Sale Agreement, made as of May 3, 2021, filed as Exhibit 2.1 to the registrant's Current Report on Form 8-K filed May 5, 2021, and incorporated herein by reference.
(3.1)	Articles of Amendment and Restatement of CTO Realty Growth, Inc., as amended by the Articles of Amendment (Name Change), filed as Exhibit 3.1 to the registrant's current report on Form 8-K12B filed February 1, 2021, and incorporated herein by reference.
(3.2)	Articles Supplementary, designating CTO Realty Growth, Inc.'s 6.375% Series A Cumulative Redeemable Preferred Stock, filed as Exhibit 3.2 to the registrant's Registration Statement on Form 8-A filed July 1, 2021 (File No. 001-11350), and incorporated herein by reference.
(3.3)	Second Amended and Restated Bylaws of CTO Realty Growth, Inc., effective as of January 29, 2021, filed as Exhibit 3.2 to the registrant's current report on Form 8-K12B filed February 1, 2021, and incorporated herein by reference.
(4.1)	Specimen Common Stock Certificate of CTO Realty Growth, Inc., filed as Exhibit 4.2 to the registrant's current report on Form 8-K12B filed February 1, 2021, and incorporated herein by reference.
*(10.1)	Contract for Sale and Purchase, by and between Crisp39 – 3 LLC, Crisp39 – 4 LLC, Crisp39 – 6 LLC, Crisp39 – 7 LLC, Crisp39 – 8 LLC and Timberline Acquisition Partners, LLC for the sale of 1,589 acres filed as Exhibit 10.1 with this Quarterly Report on Form 10-Q for the quarter ended June 30, 2021.
Exhibit 31.1	Certification filed pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
Exhibit 31.2	Certification filed pursuant to Section 302 of Sarbanes-Oxley Act of 2002.
**Exhibit 32.1	Certification furnished pursuant to 18 U.S.C. Section 1350, as Adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
**Exhibit 32.2	Certification furnished pursuant to 18 U.S.C. Section 1350, as Adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
Exhibit 101.INS	Inline XBRL Instance Document
Exhibit 101.SCH	Inline XBRL Taxonomy Extension Schema Document
Exhibit 101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
Exhibit 101.DEF	Inline XBRL Taxonomy Definition Linkbase Document
Exhibit 101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
Exhibit 101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
Exhibit 104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Portions of this exhibit have been redacted in compliance with Regulation S-K Item 601(b)(2). The omitted information is not material and is the type of information that the Company customarily and actually treats as private and confidential.

** In accordance with Item 601(b)(32) of Regulation S-K, this Exhibit is not deemed "filed" for purposes of Section 18 of the Exchange Act or otherwise subject to the liabilities of that section. Such certifications will not be deemed incorporated by reference into any filing under the Securities Act or the Exchange Act, except to the extent that the registrant specifically incorporates it by reference.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

	CTO REALTY GROWTH, INC. (Registrant)
July 29, 2021	By: /s/ John P. Albright **John P. Albright** **President and Chief Executive Officer** **(Principal Executive Officer)**
July 29, 2021	By: /s/ Matthew M. Partridge **Matthew M. Partridge, Senior Vice President,** **Chief Financial Officer and Treasurer** **(Principal Financial Officer)**
July 29, 2021	By: /s/ Lisa M. Vorakoun **Lisa M. Vorakoun, Vice President and** **Chief Accounting Officer** **(Principal Accounting Officer)**

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL. REDACTED INFORMATION IS INDICATED BY [****].

CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT FOR SALE AND PURCHASE (hereinafter, the "Contract") is entered into by and between **CRISP39 - 3 LLC**, a Florida limited liability company, **CRISP39 - 4 LLC**, a Florida limited liability company, **CRISP39 - 6 LLC**, a Florida limited liability company, **CRISP39 - 7 LLC**, a Florida limited liability company, **CRISP39 - 8 LLC**, a Florida limited liability company (jointly and severally, collectively, "Seller") and **TIMBERLINE ACQUISITION PARTNERS, LLC**, a Texas limited liability company ("Buyer").

1. The Portfolio.

(a) Buyer agrees to buy and Seller agrees to sell approximately 1,589 acres of certain real property located in the City of Daytona Beach (the "City"), Volusia County, Florida (the "County"), more particularly described on **Exhibit A** attached hereto and by this reference made a part hereof (each a "Property" and, collectively, the "Portfolio"), subject to the terms and conditions of this Contract.

(b) Notwithstanding the foregoing, Buyer understands that certain portions of the Portfolio (each a "Third Party Contracted Property", and collectively, the "Third Party Contracted Properties") are currently under contract with third-party buyers (the "Third Party Contracts"), of which true, correct, and complete copies (including, without limitation, all amendments, modifications, schedules and exhibits thereto and all agreements delivered in connection therewith) are attached on **Exhibit**

B attached hereto. Subject to the terms of this Contract, Buyer shall take title to the Portfolio subject to the Third Party Contracts and shall assume any and all obligations, liabilities, requirements, and benefits of Seller set forth therein. Any and all representations and warranties of Seller (individually or collectively) to any third party under the Third Party Contracts shall be deemed to be incorporated herein by reference and made a part hereof, whereby Seller hereby makes all of such representations and warranties to Buyer. Seller covenants and agrees that Seller has performed all of its obligations under the Third Party Contracts and no fact or circumstance has occurred which, by itself or with the passage of time or the giving of notice, or both, would constitute a default under the Third Party Contracts. All parties to the Third Party Contracts have performed all of their obligations thereunder in all material respects, and are not in default thereunder in any material respect. Seller has received no notice of any intention by any of the parties to the Third Party Contracts to cancel the same, nor has Seller canceled any of same. Seller shall not enter into any agreements modifying any Third Party Contract without the prior written consent of Buyer, which such consent may be withheld or granted in Buyer's sole and absolute discretion. Seller agrees to, and shall, indemnify, defend and hold Buyer and its affiliates, successors and assigns harmless from and against any claims, losses, causes of action, proceedings, judgments, damages, penalties and liabilities made, assessed or rendered against Buyer and/or and its affiliates, successors and assigns, and any costs and expenses (including attorneys' fees and disbursements) incurred by Buyer and/or its and its affiliates, successors and assigns with respect to claims, losses, causes of action, proceedings, judgments, damages, penalties and liabilities asserted by any of the parties to the Third Party Contracts (other than Seller) or their permitted successors and assigns arising out of a documented breach (beyond any and all cure periods) of Seller's representations and warranties under the Third Party Contracts which relate to the period of time Seller owned such applicable Property. The terms and provisions of this Paragraph 1(b) and the indemnification obligations hereunder shall survive Closing for the later of (i) one (1) year from the date of Closing or (ii) the period of time for which any indemnification obligations of Buyer survive under the Third Party Contracts.

(c) If the Closing contemplated hereunder occurs after any of the Third Party Contracted Properties are sold pursuant to any of the Third Party Contracts, the parties agree that said Third Party Contracted Properties shall be released from this Contract (the "Releases") and the Purchase Price hereunder shall be lowered in the amount of the Allocated Sales Price described on **Exhibit C**, attached hereto plus the amount of any costs of Seller to be paid under such Third Party Contract (such as title insurance or broker commissions), for such Third Party Contracted Properties that have been sold. If the Closing contemplated hereunder occurs prior to any of the Third Party Contracted Properties are sold pursuant to their Third Party Contracts, Buyer agrees to take title to such Third Party Contracted Properties subject to the Third Party Contracts; provided, however, Seller shall reimburse Buyer in connection with the closings under the Third Party Contracts for any out-of-pocket costs or expenses incurred by Buyer in connection with the consummation of the transactions contemplated by the Third Party Contracts, including, but not limited to, costs related to providing mitigation credits, costs relating to broker commissions (but such reimbursement shall only be for the amount of the commission attributable to the Allocated Sales Price; to the extent a Third Party Contracted Property is sold pursuant to a Third Party Contract and the purchase price thereunder is greater than the Allocated Sales Price, Buyer shall be responsible for that portion of the commission attributable to the difference between the Third Party Contract purchase price and the Allocated Sales Price), title insurance, and any other expenses which are the responsibility of Seller pursuant to the Third Party Contracts. The terms and provisions of this Paragraph 1(c) shall survive Closing.

2. Purchase Price.

(a) The purchase price for the Portfolio shall be SIXTY-SEVEN MILLION AND NO/100 DOLLARS ($67,000,000.00) (the "Purchase Price"), subject to the Releases described hereinabove.

(b) Buyer shall be responsible to pay all costs and expenses for any permits Buyer is required to obtain to develop a Property or the Portfolio that are issued by St. Johns River Water Management District ("SJRWMD") or the U.S. Army Corps of Engineers ("ACOE"). If Buyer wishes to apply for permission to remove any wetlands on the Portfolio before Closing (as defined in Paragraph 9 below), Buyer shall bear any costs and expenses related thereto, including all mitigation costs and expenses (including those under Paragraph 2(c) below) required to comply with the terms of such permit.

(c) [****]

(d) [****]

3. Deposit. Within three (3) days after the Effective Date (as defined in Paragraph 24(a) below), Buyer shall deposit the sum of [****] (the "Initial Deposit") with [****] (the "Escrow Agent"), to be held in escrow pursuant to the terms of this Contract. The Deposit (as hereinafter defined) is refundable to Buyer pursuant to the terms of this Contract. If Buyer has not terminated this Contract prior to the expiration of the Inspection Period (as defined herein), within one (1) Business Day after the end of the Inspection Period, Buyer shall deposit the additional sum of [****] ("Additional Deposit") with the Escrow Agent, to be held in escrow pursuant to the terms of this Contract. The Escrow Agent shall provide Buyer and Seller with a written receipt for any Deposit held under this Contract. Any Deposit paid to Escrow Agent shall be placed in an interest-bearing account using Buyer's tax identification number, which Buyer shall provide to Escrow Agent. For all purposes, the term "Deposit" shall include the Initial Deposit, any Additional Deposit, and any interest on the Initial Deposit and Additional Deposit. Failure by Buyer to pay any Deposit required under this Contract by the time specified herein shall be a default under this Contract. If this Contract is not terminated by Buyer prior to the expiration of the Inspection Period, the Deposit shall, subject to the provisions of this Contract, become non-refundable to Buyer and fully at risk.

4. Inspection Period.

(a) Notwithstanding any other provision of this Contract to the contrary, Buyer and Seller agree that Buyer shall have an inspection period (the "Inspection Period"), commencing on the Effective Date and expiring on the earlier [****] at 5:00 p.m. Eastern Time or (ii) 5:00 p.m. Eastern Time on [****] day thereafter, within which to inspect and investigate all aspects of the Portfolio (including, but not limited to, applicable zoning, comprehensive land use designations, concurrency requirements, applicable statutes, ordinances and regulations, availability and capacity of all utilities necessary to serve the Portfolio, wetland issues, survey and environmental matters and subsurface conditions)**;** provided, however, if Buyer does not terminate this Contract prior to the expiration of the Inspection Period, Buyer may continue such inspection and investigation after the expiration of the Inspection Period. Buyer shall have the right, in its sole and absolute discretion, to terminate this Contract at any time during the Inspection Period upon giving Seller written notice of Buyer's election to terminate this Contract (a "Termination Notice"). Upon giving such Termination Notice, all rights and obligations of the parties hereunder, except for those which expressly survive the termination of this Contract, shall terminate and this Contract shall be null and void. Upon receipt of a copy of the Termination Notice, the Escrow Agent shall disburse the Deposit to Buyer, subject to the provisions of Paragraph 5(b) below. [****]

(b) If Buyer fails to terminate this Contract properly before the expiration of the Inspection Period, Buyer shall be deemed to have waived this Paragraph 4 and Buyer shall be obligated to close this transaction subject to all other terms and conditions of this Contract.

(c) [****]

(d) [****]

5. Existing Portfolio Information and Right of Entry.

(a) Seller has provided to Buyer any copies of surveys including any wetlands jurisdictional surveys, topographical data, engineering and environmental reports, drawings and plans, and any other material information relating to the use and development of each Property in the possession or control of Seller, to the extent any of the same exist or are in Seller's possession or control (the reference to such information herein does not imply, or constitute a representation, that Seller has any of the same) ("Seller's Due Diligence Materials"). Buyer and its authorized agents, employees and contractors shall have the right to enter upon each Property for the purpose of reasonable inspections and non-invasive testing of each Property incident to Buyer's Inspection Period, design work and obtaining development approvals. Buyer may not conduct invasive testing/Phase 2 environmental testing without Seller's prior written consent, which consent may be granted or withheld in Seller's sole discretion; [****]. In connection with the foregoing right of entry, Buyer agrees to, and shall indemnify and hold Seller harmless from any claim, liability, loss or damage occasioned by any act or omission of Buyer or Buyer's employees, agents or contractors. Buyer represents, warrants and agrees that, in making any physical or environmental inspections of any Property, Buyer or Buyer's agents will carry not less than TWO MILLION DOLLARS ($2,000,000.00) in the aggregate, ONE MILLION DOLLARS ($1,000,000.00) per incident, comprehensive general liability insurance with contractual liability endorsement which insures Buyer's indemnity obligations hereunder. Upon request of Seller, Buyer will provide Seller with written evidence of same and/or provide Seller with a certificate of insurance naming Seller as an additional insured. Any entry upon any Property for the taking of test samples shall be done in material compliance with industry standards and all such samples shall be properly disposed of by Buyer in compliance with all applicable laws, all at Buyer's expense.

(b) Seller's Due Diligence Materials contain copies of any agricultural leases or any land management that affect the Portfolio. During the Inspection Period, Buyer shall determine if it chooses to assume same at Closing, or if it elects to have Seller terminate same prior to Closing, at Seller's sole cost and expense.

(c) If Buyer terminates this Contract in accordance with any of its terms, Buyer shall: (1) restore each Property to substantially the same condition that existed prior to Buyer's entry on such Property; (2) promptly return Seller's Due Diligence Materials to Seller as well as all tests, inspections, studies, reports, engineering data, plats, governmental submissions, or other data Buyer has completed and in Buyer's possession as to the Portfolio ("Buyer's Due Diligence Reports") which Seller may use at its own risk; provided, however, Buyer may retain copies of Buyer's Due Diligence Reports in accordance with its document retention policies and due to automatic archiving and back-up procedures and shall not be required to provide to Seller any confidential or attorney-client privileged information; (3) notify its relevant professionals and consultants of such termination and authorize them to release Buyer's Due Diligence Reports to Seller for Seller's use; and (4) at Seller's option, use commercially reasonable efforts to transfer or assign, to the extent transferable or assignable, any permits, permit applications, zoning requests, or other such petitions or applications which have been obtained by Buyer regarding a Property. Any release of the Deposit to Buyer shall be subject to Buyer providing to Seller a statement from an officer of Buyer certifying that Buyer has complied with the foregoing sentence.

6. Title.

(a) Within two (2) days after the Effective Date, Seller shall order, at Seller's expense, a title insurance commitment ("Commitment") for a title insurance policy on each Property, issued by an agent for a nationally recognized title insurance company ("Title Company"). The Commitment shall also include legible copies of all documents referred to on the Commitment as affecting each Property. The Commitment shall agree to issue to Buyer a title insurance policy (ALTA Form with Florida revisions), in the amount of the Purchase Price allocated to each Property, insuring Buyer's title to such Property to be conveyed hereunder, subject only to those exceptions accepted by Buyer expressly referenced herein or provided for herein. If Buyer does not terminate the Contract during the Inspection Period, Buyer agrees to take title to each Property subject to: (i) comprehensive land use plans, zoning, restrictions, prohibitions, and other requirements imposed by governmental authorities; (ii) restrictions and matters appearing on the plat (if any) or otherwise common to the subdivision (if one);
(iii) outstanding oil, gas and mineral rights of record without the right of entry; (iv) unplatted public utility easements of record; (v) real property taxes on the Portfolio not yet due and payable; and (vi) the restrictions and matters appearing of record in the Public Records of the County which Seller does not agree, during the Inspection Period, to have removed ("Permitted Exceptions"). References to the foregoing documents (but not the plat) are referenced in **Exhibit D** attached hereto and by reference made a part hereof. Other title exceptions may also be shown on the title insurance commitment, as the documents referenced in Exhibit D are not necessarily

all of the exceptions to Seller's title. Seller shall take such actions as are necessary so that prior to Closing, the exceptions for rights of parties other than the owner in possession, unrecorded easements, mechanics, materialmen's and laborers' liens, and any other monetary encumbrance not caused by Buyer are deleted by the Title Company.

(b) If the Commitment contains exceptions, restrictions or easements other than those set forth herein that are not acceptable to Buyer or if the Commitment is otherwise not acceptable to Buyer, Buyer may terminate the Contract during the Inspection Period, and in such event this Contract shall be null and void (except for those provisions which expressly survive termination of the Contract) and the Escrow Agent shall return to Buyer the Deposit, if any.

(c) Buyer shall have [****] from the date of receipt of the Commitment for each Property to examine the same. If Buyer determines from the Commitment that the title to a Property is subject to any exceptions not set forth in this Contract or that any of the exceptions on the Commitment are otherwise not acceptable to Buyer, then, Buyer may either immediately terminate the Contract as set forth above or may, within the [****] review period, notify Seller to remove certain exceptions not set forth in this Contract, and Seller shall have [****] to elect whether or not to remove such exceptions and to provide Buyer proof of the removal, if Seller elects to cure or remove same. Seller may elect not to cure any or all of the matters to which Buyer takes exception. If Seller is unwilling or unsuccessful in removing the exceptions that it has elected to cure or remove within that time, Buyer shall have the option of (1) accepting the title as it then is; or (2) demanding a return of the Deposit, thereby terminating this Contract. If Seller is successful in removing the title exceptions it has chosen to cure within the permitted time period, then the closing of this Contract shall take place on the date specified in this Contract for closing. Seller agrees that, if Seller agrees to attempt to remove the exceptions, Seller will use diligent effort to correct the exceptions within the time limit provided.

7. Survey. Buyer, at Buyer's expense, during the Inspection Period, may have each Property surveyed by a registered Florida surveyor. Any such survey shall be certified to Seller. If Buyer objects to any matter of Survey, the same shall be addressed in the same manner as title exceptions to which Seller objects as set forth in Paragraph 6.

8. Intentionally Omitted.

9. Closing Date. This Contract shall be closed and the closing documents delivered on the earlier of: (i) [****] following the expiration of the Inspection Period; or (ii) [****] (the "Closing"), unless modified by other provisions of this Contract. Closing shall be held at a location of Seller's choosing, however Buyer shall have the option of closing by mail or another registered delivery service.

10. Closing Costs.

[****]

11. Prorations. Taxes and assessments shall be prorated through the day before Closing. Taxes shall be prorated on the current taxes. If Closing occurs on a date when the current year's millage is not fixed and the current year's assessments are not available, then taxes will be prorated on the prior year's tax.

12. Intentionally Omitted.

13. [****]

14. Intentionally Omitted.

15. Intentionally Omitted.

16. Intentionally Omitted.

17. Intentionally Omitted.

18. Condemnation. If, prior to the Closing Date, all of a Property or a part thereof shall be taken (or shall be given notice thereof) by any governmental authority under its power of eminent domain which would thereby materially interfere with Buyer's intended operation or use of or access/ingress to such Property, Buyer shall have the option, to be exercised by written notice given to Seller not later than [****] after Buyer receives written notice of such taking from Seller, which notice shall be provided by Seller to Buyer within [****] after Seller's receipt thereof:

(a) To take title to such Property on the Closing Date without any abatement or adjustment in the Purchase Price, in which event Seller shall assign its rights in the condemnation award to Buyer (or Buyer shall receive the condemnation award from Seller if it has already been paid before the Closing Date). If Buyer elects to take title to a Property that Seller has received a notice of condemnation from a governmental authority, Buyer shall have the right to negotiate the condemnation award with said governmental authority; or,

(b) To cancel this Contract, whereupon this Contract shall be null and void, the deposit shall be returned to Buyer, and neither party shall have any further right or remedy against the other except for those provisions which expressly survive the termination of this Contract.

19. Default.

(a) If Buyer fails to perform under this Contract within the time specified, including payment of all Deposits, [****].

(b) If, for any reason other than failure of Seller to make Seller's title marketable after Seller's best efforts, Seller fails, neglects or refuses to perform under this Contract, Buyer [****].

20. Attorneys' Fees and Costs. In any dispute, including, without limitation, litigation for breach, enforcement, specific performance, or interpretation, arising out of this Contract, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys' fees, costs and expenses, but in no event will either party be liable for consequential damages.

21. No Broker. Seller and Buyer each represent and warrant to the other that each party has not employed, retained or consulted any broker, agent or other finder with respect to the purchase of the Portfolio or this Contract. Seller and Buyer agree to indemnify and hold the other harmless from and against any and all claims, demands, causes of action, debts, liabilities, judgments and damages (including costs and reasonable attorneys' fees incurred in connection with the enforcement of this indemnity) which may be asserted or recovered against the other on account of any brokerage fee, commission, or other compensation arising in breach of this representation and warranty. This warranty shall survive the Closing.

22. Escrow Agent. The Escrow Agent is authorized, and agrees by acceptance of the Deposit, to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with the terms and conditions of the Contract. Failure of Buyer's funds to clear shall not excuse Buyer's performance; provided, however, Buyer shall not be in default under this Contract in the event that Escrow Agent, due to no fault of Buyer, is delayed in providing funds to Seller on the date of Closing. If in doubt as to Escrow Agent's duties or liabilities under the

provisions of this Contract, the Escrow Agent may, at Escrow Agent's option, continue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties, or Escrow Agent may deposit same with the Clerk of the Circuit Court having jurisdiction of the dispute. An attorney who represents a party and also acts as Escrow Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of the Escrow Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. Any suit between Buyer and Seller wherein Escrow Agent is made a party because of acting as Escrow Agent hereunder, or in any suit wherein Escrow Agent interpleads the subject matter of the escrow, Escrow Agent shall recover reasonable attorneys' fees and costs incurred with these amounts to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The Escrow Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of the Contract or gross negligence of the Escrow Agent.

23. [****].

24. Miscellaneous.

(a) Effective Date. The "Effective Date" shall be the date on which the last of Seller and Buyer executes this Contract.

(b) Time. Time is of the essence in this Contract. Any expiration date that falls on a non-Business Day shall be extended until 5:00 PM EST of the next Business Day. For purposes of this Contract, the term "Business Day" shall be a day other than a Saturday, a Sunday or a day on which commercial bank are authorized or required to be closed in the State of Florida.

(c) Assignment. Buyer may assign this Contract, in its entirety, to any affiliate of Buyer without the consent of Seller. An "affiliate of Buyer" shall mean a person or business entity, corporate or otherwise, that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with Buyer. Furthermore, Buyer may, in Buyer's sole and absolute discretion, partially assign this Contract to any affiliate of Buyer such that a Property or a group of Properties may be purchased by an affiliate of Buyer in various separate transactions; provided, however, Buyer shall remain liable for all of Buyer's obligations under this Contract until the closing of the sale of any Property under such partial assignment. Seller shall not be permitted to assign this Contract without the consent of Buyer.

(d) Entire Agreement. This Contract, together with all Exhibits attached hereto which are incorporated into this Contract by this reference, represents the entire agreement between the parties as to the subject matter set forth herein.

(e) Authority. Seller and Buyer represent, warrant and covenant to the other that the execution and delivery of this Contract will not result in a breach of any of the terms of, or constitute a default under, any (i) indenture, contract or instrument to which Seller is a party or by which Seller or a Property is bound, or (ii) law, order, ruling, ordinance, rule, order or regulation with respect to Seller or a Property or the use or construction thereof. [****]

(f) OFAC. Buyer represents that Buyer is not a person or entity with whom Seller is restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transactions or be otherwise associated with such person or entities. Buyer is not acting, directly or indirectly for, or on behalf of, any person, group, entity or nation named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, or nation pursuant to any law that is enforced or administered by the Office of Foreign Asset Control, and is not engaging in the transactions contemplated by this Agreement, directly or indirectly, on behalf of, or instigating or facilitating such transactions, directly or indirectly, on behalf of, any such person, group, entity or nation.

(g) Merger. No prior or present agreements or representations shall be binding upon Buyer or Seller unless specifically included in this Contract.

(h) Modifications. No modification or amendment to the terms of this Contract shall be valid or binding upon the parties unless such modification or amendment is reduced to a writing executed by the parties.

(i) Severability and Waiver. In the event that any provision of this Contract shall be held to be invalid or unenforceable, that provision shall be deleted herefrom without affecting, in any respect whatsoever, the validity of the remainder of this Contract, unless so severing would impair a party's material right or materially increase a party's burden. No waiver of any provisions hereof shall be binding, unless executed in writing by the party making the waiver. No waiver of any of the provisions of this Contract shall be deemed or inferred from a party's conduct or for any other reason, nor shall any waiver of a provision constitute a waiver of any other provisions, whether or not similar. No waiver of any provision hereof shall constitute a continuing waiver.

(j) Construction. The language used in this Contract will be construed according to its fair and common meaning and will not be construed more stringently against or more liberally for, either party. The use of singular in this Contract shall include the plural and vice versa and the use of one gender shall include all other genders. The section headings used herein are for convenience or reference only and are not intended to augment, qualify, explain or vary the content of this Contract, or limit the provisions or scope of any section hereof.

(k) Survival. Except as expressly set forth in this Contract, all indemnities, covenants, agreements, warranties, and representations made by the parties to this Contract shall survive Closing.

(l) Florida Contract. The parties agree that this Contract shall be construed in accordance with the laws of the State of Florida.

(m) Interpretation. Buyer and Seller acknowledge and agree that both parties participated in the drafting of this Contract and in the event of any conflict, ambiguity or discrepancy herein, this Contract or such provision shall not be construed against Seller due to Seller having drafted this Contract or such provision.

(n) Notice. Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to be an adequate and sufficient notice if given in writing and service is made either by: (1) regular mail, in which case the notice shall be deemed received the date of such delivery by the U.S. Postal Services; (2) certified mail, in which case, the notice shall be deemed to have been given when such letter is received or refused by the addressee; (3) hand delivery, in which case the notice shall be deemed received the date of such personal delivery; (4) electronic mail ("e-mail") (when provided by another delivery method contained herein), in which case the notice shall be deemed received at the time of being sent by e-mail if delivery is confirmed by a time stamped email generated by sender's e-mail program, which confirms that the e-mail was successfully transmitted in its entirety and provided the e-mail was forwarded prior to 5:00 p.m. Eastern Time, and if forwarded after 5:00 p.m. Eastern Time shall be deemed to have been received on the next succeeding Business Day; or (5) overnight delivery, in which case the notice shall be deemed received upon receipt at the address to which it is delivered, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. For the purpose of calculating time limits which run from the giving of a particular notice the time shall be calculated from receipt of the notice as determined by this Paragraph. Such notices shall be given to the parties hereto at the following addresses:

As to Seller:

[****]

With a copy to:

[****]

And, with a copy to:

[****]

As to Buyer:

[****]

With a copy to:

[****]

Any party may change the address to where notices are required to be delivered hereunder by delivering notice in accordance with this Section. If any party represented by legal counsel, such legal counsel is authorized to give notice or make deliveries under this Contract directly to the other party on behalf of his or her client, and the same shall be deemed proper notice or delivery hereunder if given or made in the manner hereinabove specified.

25. Counterparts. This Contract may be executed in multiple counterparts all of which taken together shall constitute one executed original. PDF signatures shall be considered original signatures.

26. Covenants of Seller. Seller covenants and agrees that after the Effective Date, Seller shall not, without the prior written consent of Buyer, enter into any new leases, ground leases, or other material contractual obligations or arrangements related to the Portfolio, nor make any material amendments to any existing contractual obligations of Seller relating to the Portfolio, including the Third Party Contracts or other agreements with any other third party. For the avoidance of doubt, however, Seller shall be permitted to close any transactions pursuant to any

Third Party Contracts entered prior to the Effective Date provided that Seller provide Buyer complete and accurate copies of the documentation relating to such transactions.

[Signatures begin on following page]

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals the day and year written below their signatures hereto.

"**SELLER**"

CRISP39 - 3 LLC,
a Florida limited liability company

By: Crisp39 SPV LLC,
a Florida limited liability company,
its sole member

By: CTO TRS Crisp39 LLC,
a Delaware limited liability company,
its Manager

By: CTO Realty Growth, Inc. (f/k/a Consolidated-Tomoka Land Co.),
a Maryland corporation,
its sole member

By: /s/ John P. Albright
Name: John P. Albright
Title: President and Chief Executive Officer

Date: June 23, 2021

CRISP39 - 4 LLC,
a Florida limited liability company

By: Crisp39 SPV LLC,
a Florida limited liability company,
its sole member

By: CTO TRS Crisp39 LLC,
a Delaware limited liability company,
its Manager

By: CTO Realty Growth, Inc. (f/k/a Consolidated-Tomoka Land Co.),
a Maryland corporation,
its sole member

By: /s/ John P. Albright
Name: John P. Albright
Title: President and Chief Executive Officer

Date: June 23, 2021

Signature Page

CRISP39 - 6 LLC,
a Florida limited liability company

By: Crisp39 SPV LLC,
a Florida limited liability company,
its sole member

By: CTO TRS Crisp39 LLC,
a Delaware limited liability company,
its Manager

By: CTO Realty Growth, Inc. (f/k/a Consolidated-Tomoka Land Co.),
a Maryland corporation,
its sole member

By: /s/ John P. Albright
Name: John P. Albright
Title: President and Chief Executive Officer

Date: June 23, 2021

Signature Page

CRISP39 - 7 LLC,
a Florida limited liability company

By: Crisp39 SPV LLC,
a Florida limited liability company,
its sole member

By: CTO TRS Crisp39 LLC,
a Delaware limited liability company,
its Manager

By: CTO Realty Growth, Inc. (f/k/a Consolidated-Tomoka Land Co.),
a Maryland corporation,
its sole member

By: /s/ John P. Albright
Name: John P. Albright
Title: President and Chief Executive Officer

Date: June 23, 2021

Signature Page

11129600

CRISP39 - 8 LLC,
a Florida limited liability company

By: Crisp39 SPV LLC,
a Florida limited liability company,
its sole member

By: CTO TRS Crisp39 LLC,
a Delaware limited liability company,
its Manager

By: CTO Realty Growth, Inc. (f/k/a Consolidated-Tomoka Land Co.),
a Maryland corporation,
its sole member

By: /s/ John P. Albright
Name: John P. Albright
Title: President and Chief Executive Officer

Date: June 23, 2021

Signature Page

“**BUYER**”

TIMBERLINE ACQUISITION PARTNERS, LLC,
a Texas limited liability company

[****]

Date: June 23, 2021

[Signatures continue on following page]

ESCROW AGENT'S ACKNOWLEDGMENT

The undersigned hereby: (i) accepts the escrow created by the foregoing Contract; (ii) expressly acknowledges the obligations of Escrow Agent contained in the Contract; and (iii) agrees to act in accordance with the terms of the Contract as Escrow Agent.

"ESCROW AGENT"

[****]

JOINDER

CTO Realty Growth, Inc. hereby joins in this Contract for Sale and Purchase for the sole and limited purpose of guarantying the obligations of Seller to Buyer hereunder, but only to the extent that (a) the Closing occurs and (b) Seller expressly has liability to Buyer under this Agreement. From and after the Closing, such obligations of the undersigned and Seller under this Agreement shall be joint and several.

In witness whereof, the undersigned has executed this Joinder as of June 23, 2021.

CTO REALTY GROWTH, INC.,
a Maryland corporation

By:/s/ John P. Albright
Name: John P. Albright
Title: President and Chief Executive Officer

Signature Page

11129600

E X H I B I T A

LEGAL DESCRIPTION

Site 150a

A PORTION OF PARCEL 34 AND PARCEL 41, LYING WITHIN SECTIONS 3 AND 4, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AS DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 4785, PAGE 4805 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95 (STATE ROAD 9) WITH THE NORTH LINE OF SECTION 4, TOWNSHIP 15 SOUTH, RANGE 32 EAST; THENCE S16°53'56"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 130.15 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF FLOMICH AVENUE EXTENSION, A 125.00 FOOT RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 367, PAGE 68, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N89°16'32"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 254.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, N89°16'15"E, 1,726.89 FEET; THENCE S16°20'49"E, 1496.10 FEET TO THE NORTH LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4442, PAGE 4396, SAID PUBLIC RECORDS; THENCE S79°44'19"W ALONG SAID NORTH LINE, 920.17 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY; THENCE ALONG THE WEST LINE OF SAID PROPERTY, S16°25'10"E, 1129.15 FEET TO A POINT ON THE NORTHERLY LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4047, PAGE 505 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE CONTINUING ALONG SAID NORTHERLY LINE THE FOLLOWING 14 CALLS: N77°11'51"E, 22.94 FEET; THENCE S45°29'16"E, 19.45 FEET; THENCE S75°20'53"E, 30.25 FEET; THENCE S11°05'05"E, 19.26 FEET; THENCE S40°04'31"W, 28.47 FEET; THENCE S38°11'48"E, 51.91 FEET; THENCE S36°22'10"E, 45.99 FEET; THENCE S33°52'22"E, 53.39 FEET; THENCE S47°15'09"E, 15.49 FEET; THENCE S05°22'39"E, 50.94 FEET; THENCE S69°29’31"W, 21.16 FEET; THENCE S46°31'28"E, 28.29 FEET; THENCE S15°02'27"W, 56.98 FEET; THENCE S28°30'39"W, 52.45 FEET TO A POINT ON THE WESTERLY LINE OF AFORESAID PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 4442, PAGE 4396 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY LINE, THENCE S16°25'10"E, 663.66 FEET TO THE SOUTHWEST CORNER OF OFFICIAL RECORDS BOOK 4442, PAGE 4396; THENCE ALONG THE SOUTH LINE OF SAID OFFICIAL RECORDS BOOK 4442, PAGE 4396, N73°34'50"E, 2115.35 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, S16°25'24"E, 1198.77 FEET TO THE NORTH RIGHT OF WAY LINE OF GATEWAY NORTH DRIVE, A 70.00 FOOT RIGHT OF WAY PER OFFICIAL RECORDS BOOK 6289, PAGE 938, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE

ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING 21 CALLS: S73°34’36”W, 22.50 FEET; THENCE N16°25’24”W, 15.00 FEET; THENCE S73°34’36”W, 10.00 FEET; THENCE S16°25’24”E, 15.00 FEET; THENCE S73°34'36"W, 112.65 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 325.00 FEET AND CENTRAL ANGLE OF 23°32'20"; THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 133.52 FEET; THENCE S50°02'18"W, 104.82 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 275.00 FEET AND CENTRAL ANGLE OF 14°12'11"; THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 68.17 FEET; THENCE S64°14'26"W, 65.59 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 775.00 FEET AND CENTRAL ANGLE OF 11°30'24"; THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 155.64 FEET; THENCE N14°15'10"W, 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 765.00 FEET AND CENTRAL ANGLE OF 09°02'46" WITH A CHORD BEARING S80°16'13"W, 120.65 FEET; THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 120.78 FEET; THENCE S84°47'31"W, 408.62 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND CENTRAL ANGLE OF 90°00'00"; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 39.27 FEET; THENCE N84°47'31"E, 70.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND CENTRAL ANGLE OF 90°00'00" WITH A CHORD BEARING S39°47'31"W, 35.36 FEET; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 39.27 FEET; THENCE S84°47'31"W, 99.70 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 665.00 FEET AND CENTRAL ANGLE OF 31°42'58"; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 368.11 FEET; THENCE N63°29'31"W, 48.71 FEET; THENCE S26°30'29"W, 10.00 FEET; THENCE N63°29'31"W, 429.29 FEET TO THE NORTHEAST CORNER OF SAID GATEWAY NORTH DRIVE; THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID GATEWAY NORTH DRIVE, S26°30'29"W, 50.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE AND THE NORTHWEST CORNER OF SAID GATEWAY NORTH DRIVE AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 370.41 FEET AND CENTRAL ANGLE OF 51°11'07" WITH A CHORD BEARING N37°53'58"W 320.01 FEET; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND THE EASTERLY LINE OF THE PLAT OF 95-LPGA SUBDIVISION RECORDED IN MAP BOOK 61, PAGE 12 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, 330.91 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE, N12°18'24"W, 167.03 FEET TO THE NORTHEAST CORNER OF SAID PLAT; THENCE ALONG THE NORTH LINE OF SAID 95-LPGA, S73°07'25"W, 826.38 FEET TO THE EASTERLY RIGHT OF WAY LINE OF I-95 (S.R. 9) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 79002-2424 AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2095.46 FEET AND CENTRAL ANGLE OF 04°32'37" WITH A CHORD BEARING N20°18'58"W, 166.13 FEET; THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY

LINE OF I-95, 166.18 FEET; THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE, N18°02'39"W, 1486.14 FEET; THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE, N16°53'56"W, 2237.51 FEET TO THE SOUTHWEST CORNER OF THAT FLORIDA DEPARTMENT OF TRANSPORTATION WATER RETENTION AREA, PARCEL NO. 100 - PART A, AS DESCRIBED IN OFFICIAL RECORDS BOOK 4194, PAGE 1536 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE SOUTH LINE OF SAID PARCEL 100 - PART A, N73°06'16"E, 92.33 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 100 - PART A AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 2133.49 FEET AND CENTRAL ANGLE OF 05°04'28" WITH A CHORD BEARING N02°30'20"E, 188.89 FEET; THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF SAID CURVE AND THE EAST LINE OF SAID PARCEL 100 - PART A, 188.95 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE, N05°02'34"E, 125.10 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 2033.50 FEET AND CENTRAL ANGLE OF 03°27'35"; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 122.79 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4035, PAGE 3550 AS RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, ALSO LYING IN SECTION 4, TOWNSHIP 15 SOUTH, RANGE 32 EAST OF SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT A FOUND 4" X 4" CONCRETE MONUMENT STAMPED 5a4 F.D.O.T. BEING THE NORTHWEST CORNER OF SAID SECTION 4, LYING ON THE NORTH RIGHT-OF-WAY LINE OF FLOMICH AVENUE EXTENSION (A 125 FOOT RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 367, PAGE 68 OF SAID PUBLIC RECORDS); THENCE NORTH 89°16’32" EAST ALONG THE NORTH LINE OF SAID SECTION 4 AND ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID FLOMICH AVENUE EXTENSION, 1156.55 FEET TO THE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 9, INTERSTATE 95 A 300 FOOT LIMITED ACCESS RIGHT-OF-WAY AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 79002-2436); THENCE LEAVING SAID NORTH LINE SOUTH 16° 53’ 44" EAST ALONG SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 9 TO THE SOUTH RIGHT-OF-WAY LINE OF SAID FLOMICH AVENUE EXTENSION, 130.15 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 9 NORTH 89°16'32" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF FLOMICH AVENUE EXTENSION, 253.68 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY AND HAVING A CENTRAL ANGLE OF 03°27'35" AND A RADIUS OF 2033.49 FEET; THENCE SOUTHERLY 122.79 FEET ALONG THE ARC OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 03°18’46" WEST AND A CHORD DISTANCE OF 122.77 FEET TO THE POINT OF TANGENCY OF

SAID CURVE; THENCE SOUTH 05°02'34" WEST, 125.10 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY HAVING A CENTRAL ANGLE OF 05°04'28" AND A RADIUS OF 2133.49 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 188.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 02°30’20" WEST AND A CHORD DISTANCE OF 188.89 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 73°06'16" WEST TO THE EAST RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 9 A DISTANCE OF 91.75 FEET; THENCE NORTH 16°53'44" WEST ALONG SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 9 A DISTANCE OF 480.07 FEET TO THE POINT OF BEGINNING.

Site 109a2/c/d/e

A PORTION OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 3, THENCE N.89°58’51”E., ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3 A DISTANCE OF 610.89 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE N.16°25’02”W., A DISTANCE OF 1559.71 FEET; THENCE N.72°11’43”E., A DISTANCE OF 763.82 FEET TO A POINT ON THE WESTERLY LINE OF THAT CERTAIN ‘POND 1 DRAINAGE EASEMENT’ AS RECORDED IN JOINT USE AGREEMENT IN OFFICIAL RECORDS BOOK 5927, PAGE 2831, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE ALONG THE BOUNDARY OF SAID ‘POND 1 DRAINAGE EASEMENT’ FOR THE FOLLOWING SEVEN (7) COURSES; THENCE N.18°29’25”E., A DISTANCE OF 48,17 FEET; THENCE N.51°55’03”E., A DISTANCE OF 64.13 FEET; THENCE N.18°08’27”E., A DISTANCE OF 129.01 FEET; THENCE N.37°21’57”E., A DISTANCE OF 25.07 FEET; THENCE N.56°35’27”E., A DISTANCE OF 16.83 FEET; THENCE N.41°14’23”E., A DISTANCE OF 46.80 FEET; THENCE S.78°11’53”E., A DISTANCE OF 21.56 FEET TO THE WEST LINE OF THAT CERTAIN ‘POND 801B’ DRAINAGE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 5927, PAGE 2831 OF SAID PUBLIC RECORDS; THENCE N.02°57’00”E,, ALONG SAID WEST LINE A DISTANCE OF 458.07 FEET TO THE SOUTH RIGHT OF WAY LINE OF STRICKLAND RANGE ROAD; THENCE N.88°59152”E., ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 234.43 FEET TO THE WESTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE FOR THE FOLLOWING THREE (3) COURSES; THENCE S.19°32’27”E., A DISTANCE OF 1009.80 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 5799.58 FEET, A CENTRAL ANGLE OF 05°53’47, A CHORD BEARING OF S.22°29’20”E. AND A CHORD LENGTH OF 596.58 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 596.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.25°26’14”E., A DISTANCE OF 649.85 FEET TO THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6053, PAGE 3147, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE ALONG THE BOUNDARY OF SAID PARCEL OF LAND FOR THE FOLLOWING TEN (10) COURSES; THENCE S.63°33’46”W., A DISTANCE OF 347.31 FEET; THENCE S.23°14’27”W., A DISTANCE OF 39.40 FEET; THENCE S,10°17’55”W, A DISTANCE OF

53.85 FEET; THENCE S.14°'01'03"E., A DISTANCE OF 24.60 FEET; THENCE S.65°44'40"E., A DISTANCE OF 30.71 FEET; THENCE S.03°58'17"W., A DISTANCE OF 22.92 FEET; THENCE 5.34°31'40"W., A DISTANCE OF 44.52 FEET; THENCE S.46°57'19"W., A DISTANCE OF 9.34 FEET; THENCE S.28°26'14"E., A DISTANCE OF 39.53 FEET; THENCE N.63°33'46"E., A DISTANCE OF 450.00 FEET TO THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD: THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE FOR THE FOLLOWING THREE (3) COURSES; THENCE S.25°26'14"E, A DISTANCE OF 424.14 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 1030.00 FEET, A CENTRAL ANGLE OF 13°12'40, A CHORD BEARING OF S.18°49'54E. AND A CHORD LENGTH OF 236.97 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 237.50 FEET TO THE POINT OF TANGENCY; THENCE S.12°13'34"E., A DISTANCE OF 440.48 FEET TO THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6196, PAGE 4237, OF SAID PUBLIC RECORDS, THENCE ALONG THE BOUNDARY OF SAID PARCEL OF LAND FOR THE FOLLOWING THREE (3) COURSES; THENCE S.77°46'26"W., A DISTANCE OF 180.00 FEET; THENCE S.26°04'08"W., A DISTANCE OF 247.80 FEET; THENCE S.25°38'09"E., A DISTANCE OF 180,00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF LPGA BOULEVARD; THENCE S.64°21'51"W., ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 1189.65 FEET TO THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 7385, PAGE 3472, OF SAID PUBLIC RECORDS; THENCE ALONG THE BOUNDARY OF SAID PARCEL OF LAND FOR THE FOLLOWING NINETEEN (19) COURSES; THENCE N.40°24'42"E., A DISTANCE OF 34.19 FEET; THENCE N.57°12'18"W, A DISTANCE OF 19.54 FEET; THENCE N.16°02'22"E., A DISTANCE OF 31.74 FEET; THENCE N.16°46'27"E., A DISTANCE OF 28.56 FEET; THENCE N.28°31'49"E., A DISTANCE OF 109.25 FEET; THENCE N.10°54'58"W., A DISTANCE OF 38.18 FEET; THENCE N.41°26'58"W., A DISTANCE OF 51.09 FEET; THENCE N.44'20'23"W., A DISTANCE OF 2525 FEET; THENCE N.05°25'52"W,, A DISTANCE OF 42.34 FEET; THENCE N.30°10'13"E., A DISTANCE OF 50.15 FEET; THENCE N.50°46'03"E., A DISTANCE OF 10.26 FEET; THENCE N.42°15'23"E,, A DISTANCE OF 34.02 FEET; THENCE N.45°57'18"W., A DISTANCE OF 46.99 FEET; THENCE N.32°23104T., A DISTANCE OF 45.41 FEET; THENCE N.50°36'36"W., A DISTANCE OF 81.66 FEET; THENCE N.40°15'47"W., A DISTANCE OF 58.23 FEET; THENCE N.37'24'29"W., A DISTANCE OF 24.80 FEET; THENCE N.14°52'36"E., A DISTANCE OF 12.22 FEET; THENCE S.64°22'11"W., A DISTANCE OF 43.15 FEET TO A POINT ON THE EASTERLY LINE OF 'TRACT A' OF LPGA BOULEVARD P.C.D. UNIT 1, AS RECORDED IN MAP BOOK 52, PAGES 133 THROUGH 135, OF SAID PUBLIC RECORDS; THENCE ALONG THE BOUNDARY OF SAID 'TRACT A' FOR THE FOLLOWING THIRTEEN (13) COURSES; THENCE N.80°10"06"W., A DISTANCE OF 32.22 FEET; THENCE N.18°48'50"E,, A DISTANCE OF 26.53 FEET; THENCE N.46°58'58"E., A DISTANCE OF 30.15 FEET; THENCE N.40°18'30"E., A DISTANCE OF 36.19 FEET; THENCE N.05°57'33"W., A DISTANCE OF 24.60 FEET; THENCE N.65°27'22E., A DISTANCE OF 18.42 FEET; THENCE N.18°46'51"E., A DISTANCE OF 74.96 FEET; THENCE N.02°57'20"E., A DISTANCE OF 57,65 FEET; THENCE N.00°44'42"W., A DISTANCE OF 46.40 FEET; THENCE N.43°26101"W., A

DISTANCE OF 39.44 FEET; THENCE N.62°03’57”W,, A DISTANCE OF 43.84 FEET; THENCE N.17°55’08”W,, A DISTANCE OF 34.52 FEET; THENCE N.22°52’15”E., A DISTANCE OF 4.50 FEET; THENCE S.64°19’10”W,, A DISTANCE OF 289.42 FEET TO A POINT OF THE EAST LINE OF THAT CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 7198, PAGE 134, OF SAID PUBLIC RECORDS; THENCE ALONG THE BOUNDARY OF SAID PARCEL FOR THE FOLLOWING THREE (3) COURSES; THENCE N.25°40’05”W., A DISTANCE OF 250.00 FEET; THENCE N.64°18’45”E., A DISTANCE OF 2772 FEET; THENCE N.25°41’15”W., A DISTANCE OF 439.67 FEET; THENCE N.16°25’02”W., A DISTANCE OF 338.78 FEET TO THE POINT OF BEGINNING

PARCEL CONTAINS 118.040 ACRES, MORE OR LESS.

Site 109b

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF VOLUSIA, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

PORTIONS OF SECTIONS 3 AND 4, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 3; THENCE S.00°03’52”W., ALONG THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 125.02 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STRICKLAND RANGE ROAD, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE N.88°59’52”E., ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1339.88 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD, ACCORDING TO VOLUSIA COUNTY RIGHT OF WAY MAP NUMBER 2157, DATED 07/1989; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE FOR THE FOLLOWING TWO (2) COURSES; THENCE S.19°32’27”E., A DISTANCE OF 1009.80 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 5799.58 FEET, A CENTRAL ANGLE OF 00°50’40”, A CHORD BEARING OF S.19°57’47”E. AND A CHORD LENGTH OF 85.48 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 85.48 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE RUN S.89°52’04”W., A DISTANCE OF 479.78 FEET TO THE EAST LINE OF THAT CERTAIN DRAINAGE EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 5927, PAGE 2843, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE EAST, NORTH AND WEST LINE OF SAID DRAINAGE EASEMENT FOR THE FOLLOWING FIFTEEN (15) COURSES; THENCE N.32°39’25”E., A DISTANCE OF 50.28 FEET; THENCE N.18°43’24”W., A DISTANCE OF 120.72 FEET; THENCE N.07°04’45”W., A DISTANCE OF 156.25 FEET; THENCE N.02°51’01”W., A DISTANCE OF 49.09 FEET; THENCE N.07°59’12”W., A DISTANCE OF 35.97 FEET; THENCE N.06°10’00”W., A DISTANCE OF 48.58 FEET; THENCE N.20°11’37”W., A DISTANCE OF 42.83 FEET; THENCE N.17°38’09”W., A DISTANCE OF

77.02 FEET; THENCE N.78°11’53”W., A DISTANCE OF 86.41 FEET; THENCE S.41°14’23”W., A DISTANCE OF 46.80 FEET; THENCE S.56°35’27”W., A DISTANCE OF 16.83 FEET; THENCE S.37°21’57”W., A DISTANCE OF 25.07 FEET; THENCE S.18°08’27”W., A DISTANCE OF 129.01 FEET; THENCE S.51°55’03”W., A DISTANCE OF 64.13 FEET; THENCE S.18°29’25”W., A DISTANCE OF 48.17 FEET; THENCE DEPARTING THE WEST LINE OF SAID DRAINAGE EASEMENT, RUN S.72°11’43”W., A DISTANCE OF 1475.31 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD AS RECORDED IN OFFICIAL RECORDS BOOK 894, PAGE 667, OF SAID PUBLIC RECORDS; THENCE N.16°25’02”W., ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 1190.79 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF STRICKLAND RANGE ROAD; THENCE N.88°59’52”E., ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 846.77 FEET TO THE POINT OF BEGINNING.

<u>Site 110</u>

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF VOLUSIA, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED IN THE NORTH 1/2 OF SECTION 31, TOWNSHIP 14 SOUTH, RANGE 32 EAST, CITY OF DAYTONA BEACH, VOLUSIA COUNTY, FLORIDA, BEING A PORTION OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4785, PAGE 4805, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 31; THENCE ALONG THE EAST LINE OF SAID SECTION 31, S02°00’21"E, 2,763.91 FEET TO A POINT ON THE SOUTHERLY LINE OF THE ABERDEEN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 3974, PAGE 2304, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE, N84°22’20"W ALONG THE SOUTHERLY LINE OF SAID ABERDEEN PROPERTY, 447.12 FEET; THENCE CONTINUE ALONG SAID SOUTHERLY LINE, THE FOLLOWING 3 CALLS, N65°13’16"W, 307.67 FEET; THENCE N43°01’45"W, 1030.00 FEET; THENCE N05°11’27"W, 116.45 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID SOUTHERLY LINE OF THE ABERDEEN PROPERTY, CONTINUE ALONG THE NORTHERLY LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 7636, PAGE 103 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THE FOLLOWING 3 CALLS; S46°58’13"W, 279.79 FEET; THENCE N43°01’47"W, 130.00 FEET; THENCE S46°58’13"W, 273.39 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, A 130.00 FOOT RIGHT OF WAY, PER OFFICIAL RECORDS BOOK 894, PAGE 667, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, N43°01’45"W, 1446.48 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF HAND AVENUE, A 115.00 FOOT RIGHT OF WAY PER OFFICIAL RECORDS BOOK 3779, PAGE 4370, PUBLIC RECORDS OF VOLUSIA COUNTY,

FLORIDA; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF HAND AVENUE, N47°00’47"E, 374.59 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 942.50 FEET AND CENTRAL ANGLE OF 14°02’37"; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 231.01 FEET TO THE INTERSECTION OF THE SOUTHERLY LINE OF THAT VOLUSIA COUNTY PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3779. PAGE 4373, PUBLIC RECORDS OF VOLUSIA COUNTY; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE AND CONTINUING ALONG THE SOUTHERLY LINE OF SAID VOLUSIA COUNTY PROPERTY, THE FOLLOWING 11 CALLS, S34°28’09"E, 7.66 FEET; THENCE S57°29’55"E, 118.02 FEET; THENCE S41°42’16"E, 54.19 FEET; THENCE S37°08’10"E, 38.27 FEET; THENCE N66°22’13"E, 68.59 FEET; THENCE N85°29’43"E, 61.85 FEET; THENCE S42°47’50"E, 75.37 FEET; THENCE N70°16’49"E, 77.12 FEET ; THENCE N45°16’05"E, 81.62 FEET; THENCE N35°21’28"E, 101.90 FEET; THENCE N14°55’03"E, 132.32 FEET TO A POINT ON AFORESAID SOUTHERLY RIGHT OF WAY LINE OF HAND AVENUE; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, N84°56’58"E, 338.09 FEET TO THE INTERSECTION OF SAID SOUTHERLY RIGHT OF WAY LINE WITH THE AFOREMENTIONED SOUTH PROPERTY LINE OF THE ABERDEEN PROPERTY; THENCE ALONG SAID SOUTHERLY PROPERTY LINE OF THE ABERDEEN PROPERTY, S05°11’27"E, 1331.69 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:
COMMENCE AT THE NORTHWESTERLY CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7635. PAGE 0103 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, ALSO BEING THE SOUTHWESTERLY CORNER OF THE ADJOINING LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7764, PAGE 2096 (SITE 110) OF SAID PUBLIC RECORDS, AND BEING IN THE NORTHEASTERLY RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD (130’ WIDE PUBLIC RIGHT-OF-WAY) AS RECORDED IN OFFICIAL RECORDS BOOK 894, PAGE 667 OF SAID PUBLIC RECORDS: THENCE RUN N46°58’13”E ALONG THE NORTHWESTERLY LINE OF SAID LANDS RECORDED IN OFFICIAL RECORDS BOOK 7636, PAGE 0103, FOR A DISTANCE OF 45.50 FEET TO THE POINT OF BEGINNING. THENCE, DEPARTING SAID NORTHWESTERLY LINE OF SAID LANDS, RUN N43°01’45”W, A DISTANCE OF 76.50 FEET; THENCE RUN N46°58’15”E, A DISTANCE OF 59.00 FEET; THENCE RUN S43°01’45”E, A DISTANCE OF 76.50 FEET TO SAID NORTHWESTERLY UNE OF LANDS RECORDED IN OFFICIAL RECORDS BOOK 7636, PAGE 0103; THENCE RUN S46°58’13”W ALONG SAID NORTHWESTERLY LINE OF LANDS RECORDED IN OFFICIAL RECORDS BOOK 7636, PAGE 0103, FOR A DISTANCE OF 59.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,513.5 SQUARE FEET (0.1036 ACRES), MORE OR LESS.

Site 114b/115

DESCRIPTION: A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF DAYTONA SURGERY CENTER ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 50, PAGE 143 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE EAST BOUNDARY OF SAID DAYTONA SURGERY CENTER THE FOLLOWING THREE (3) COURSES: 1) N.01°57’16”E., A DISTANCE OF 731.81 FEET; 2) S.72°05’44”W., A DISTANCE OF 71.83 FEET; 3) N.47°02’11”W., A DISTANCE OF 384.82 FEET TO THE SOUTHEAST CORNER OF LAKESIDE PROFFESSIONAL CENTER, A CONDOMINIUM ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 50, PAGE 49 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID LAKESIDE PROFFESSIONAL CENTER, A CONDOMINIUM THE FOLLOWING THREE (3) COURSES: 1) N.47°02’11”W., A DISTANCE OF 509.71 FEET; 2) N.00°24’53”E., A DISTANCE OF 65.09 FEET; 3) WESTERLY, 160.46 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 615.00 FEET AND A CENTRAL ANGLE OF 14°56’55” (CHORD BEARING S.82°43’30”W., 160.00 FEET); THENCE N.25°23’22”W., A DISTANCE OF 630.30 FEET; THENCE N.64°35’00”E., A DISTANCE OF 487.70 FEET; THENCE N.89°48’43”E., A DISTANCE OF 290.85 FEET; THENCE S.42°59’39”E., A DISTANCE OF 1364.27 FEET; THENCE N.64°23’29”E., A DISTANCE OF 1540.09 FEET; THENCE S.00°06’56”E., A DISTANCE OF 886.90 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LPGA BOULEVARD; THENCE ALONG SAID RIGHT OF WAY LINE, S.64°21’32”W., A DISTANCE OF 2136.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 65.407 ACRES, MORE OR LESS.

Site 150b2

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF VOLUSIA, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

A PORTION OF SECTION 4, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 95 (STATE ROAD 9) WITH THE NORTH LINE OF SECTION 4, TOWNSHIP 15 SOUTH, RANGE 32 EAST; THENCE S16°53'56"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 130.15 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF FLOMICH AVENUE EXTENSION AS DESCRIBED IN OFFICIAL RECORDS BOOK 367, PAGE 68, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N89°16'15"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 717.72 FEET TO THE POINT OF BEGINNING; N89°16'15"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 2185.42 FEET; THENCE N88°59'29"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 330.84

FEET TO THE WESTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD AS DESCRIBED IN OFFICIAL RECORDS BOOK 895, PAGE 667, SAID PUBLIC RECORDS; THENCE S16°25'10"E ALONG SAID WESTERLY RIGHT OF WAY LINE, 1289.14 FEET TO THE NORTH LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4442, PAGE 4396, SAID PUBLIC RECORDS; THENCE S79°44'19"W ALONG SAID NORTH LINE AND THE WESTERLY EXTENSION THEREOF, 2264.17 FEET THE EASTERLY LINE OF A FLORIDA DEPARTMENT OF TRANSPORTATION MITIGATION AREA PART G AS DESCRIBED IN OFFICIAL RECORDS BOOK 3826, PAGE 1517, SAID PUBLIC RECORDS; THENCE ALONG THE EASTERLY BOUNDARY OF SAID MITIGATION AREA PART G, THE FOLLOWING38 (THIRTYEIGHT) COURSES; N36°56'01"W, 19.93 FEET; THENCE N84°14'46"W, 44.32 FEET; THENCE N14°39'58"E, 60.95 FEET; THENCE S81°22'43"E, 28.84 FEET; THENCE N27°07'46"E, 42.70 FEET; THENCE N16°15'34"W, 67.18 FEET; THENCE N01°52'31"E, 33.37 FEET; THENCE N56°11'13"W, 64.80 FEET; THENCE N47°31'55"W, 34.91 FEET; THENCE N73°34'41"W, 62.29 FEET; THENCE N71°15'31"W, 69.00 FEET; THENCE N24°17'59"W, 36.06 FEET; THENCE N06°09'17"W, 58.96 FEET; THENCE N33°05'00"E, 67.28 FEET; THENCE N13°04'51"W, 44.24 FEET; THENCE N15°06'46"E, 33.13 FEET; THENCE N36°27'03"W, 70.70 FEET; THENCE N24°26'10"E, 61.12 FEET; THENCE N50°19'04"E, 66.40 FEET; THENCE N03°24'29"W, 51.99 FEET; THENCE N18°12'02"E, 37.43 FEET; THENCE N14°40'23"W, 47.53 FEET; THENCE N53°56'43"W, 22.70 FEET; THENCE N46°51'41"W, 44.20 FEET; THENCE N26°40'48"W, 69.03 FEET; THENCE N45°24'28"W, 21.64 FEET; THENCE S72°26'18"W, 54.58 FEET; THENCE N61°27'13"W, 50.11 FEET; THENCE N53°25'16"W, 31.76 FEET; THENCE S89°45'28"W, 20.34 FEET; THENCE N20°23'19"W, 20.77 FEET; THENCE N69°08'09"W, 50.45 FEET; THENCE N07°24'55"W, 52.18 FEET; THENCE N09°52'14"W, 35.72 FEET; THENCE N48°14'03"W, 47.54 FEET; THENCE N87°15'55"W, 46.42 FEET; THENCE S65°40'21"W, 19.60 FEET; THENCE S39°02'49"W, 27.36 FEET; THENCE DEPART SAID EASTERLY BOUNDARY N06°39'55"W, 512.48 FEET TO THE POINT OF BEGINNING.

Site 100

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF VOLUSIA, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING WITHIN SECTION 30 AND SECTION 31, TOWNSHIP 14 SOUTH, RANGE 32 EAST AND BEING A PORTION OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4784, PAGE 656 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOVE WHOLE FOODS AS RECORDED IN MAP BOOK 48, PAGE 109 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, A 130.00 FOOT WIDE RIGHT OF WAY, AS RECORDED IN OFFICIAL RECORD BOOK 894, PAGE 667, SAID PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, N43°00'28"W, 243.69 FEET TO THE BEGINNING OF A CURVE, CONCAVE

NORTHEASTERLY, HAVING A RADIUS OF 1830.08 FEET AND CENTRAL ANGLE OF 06°24'11" WITH A CHORD BEARING N39°49'15"W, 204.41 FEET; THENCE IN A NORTHERLY DIRECTION ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 204.52 FEET TO A POINT ON THE SOUTHERLY LINE OF REGAL CINEMA PROPERTY, RECORDED IN OFFICIAL RECORDS BOOK 4090, PAGE 1119, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY LINE, N19°44'48"W, 143.40 FEET; THENCE N03°14'15"W, 61.75 FEET; THENCE N02°17'58"E, 115.36 FEET; THENCE N76°01'05"E, 117.89 FEET; THENCE N61°43'41"E, 93.76 FEET TO THE NORTHWEST CORNER OF VOLUSIA COUNTY PARCEL 11, AS RECORDED IN OFFICIAL RECORDS BOOK 3779, PAGE 4373 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH LINE OF REGAL CINEMA PROPERTY, S37°48'15"E, 169.45 FEET TO THE SOUTHWEST CORNER OF SAID VOLUSIA COUNTY PARCEL 11; THENCE ALONG THE SOUTH LINE OF SAID PARCEL 11, N78°19'05"E, 88.04 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 11; THENCE ALONG THE EAST LINE OF SAID PARCEL 11, N08°26'03"E, 129.36 FEET; THENCE CONTINUE ALONG SAID EAST LINE, N02°53'35"E, 30.67 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 11 AND THE SOUTHERLY LINE OF AFORESAID REGAL CINEMA PROPERTY; THENCE ALONG SAID SOUTHERLY LINE OF REGAL CINEMA, N77°49'03"E, 39.45 FEET; THENCE S18°18'16"E, 50.27 FEET; THENCE N77°31'10"E, 752.48 FEET TO THE SOUTHEAST CORNER OF SAID REGAL CINEMA PROPERTY AND THE WESTERLY LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3779, PAGE 4373 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID WESTERLY LINE, THE FOLLOWING 26 CALLS, S54°26'03"E, 262.64 FEET; THENCE S34°13'25"E, 28.93 FEET; THENCE N53°00'14"E, 34.92 FEET; THENCE S82°48'44"E, 51.55 FEET; THENCE N38°39'20"E, 60.19 FEET; THENCE S86°35'24"E, 86.03 FEET; THENCE S56°22'28"E, 57.25 FEET; THENCE S38°13'02"E, 77.77 FEET; THENCE S82°43'24"E, 94.65 FEET; THENCE N02°59'06"W, 64.19 FEET; THENCE S73°35'28"E, 43.37 FEET; THENCE S51°00'08"E, 123.96 FEET; THENCE S21°02'45"E, 87.67 FEET; THENCE S12°21'13"W, 135.32 FEET; THENCE S62°24'27"W, 6.18 FEET; THENCE S02°07'44"E, 220.52 FEET; THENCE S41°11'22"W, 37.05 FEET; THENCE N80°24'16"W, 119.45 FEET; THENCE S59°42'18"W, 101.17 FEET; THENCE S87°24'06"W, 27.67 FEET; THENCE N58°24'35"W, 13.97 FEET; THENCE S59°29'14"W, 105.20 FEET; THENCE S02°27'00"E, 11.97 FEET; THENCE S56°31'30"E, 29.79 FEET; THENCE S02°07'34"E, 109.01 FEET; THENCE S18°18'45"E, 56.25 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF HAND AVENUE, A 115.00 FOOT WIDE RIGHT OF WAY PER OFFICIAL RECORDS BOOK 3779, PAGE 4370, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1057.50 FEET AND CENTRAL ANGLE OF 28°39'53" WITH A CHORD BEARING S61°17'38"W, 523.56 FEET; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 529.06 FEET; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY LINE, S46°57'41"W, 140.62 FEET TO THE SOUTHEAST CORNER OF AFORESAID LOVE WHOLE FOODS PER MAP BOOK 48, PAGE 109; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, CONTINUE ALONG THE BOUNDARY OF SAID LOVE WHOLE FOODS, THE FOLLOWING 14 CALLS; N37°06'07"W, 592.77 FEET;

THENCE N47°39'18"W, 108.99 FEET; N68°23'34"W, 69.37 FEET; THENCE S02°15'21"E, 56.70 FEET; THENCE S68°24'11"W, 69.92 FEET; THENCE N09°46'42"W, 53.16 FEET; THENCE N40°23'49"W, 37.51 FEET; THENCE N89°46'25"W, 58.59 FEET; THENCE S53°28'16"W, 41.17 FEET; THENCE S04°45'05"W, 44.90 FEET; THENCE N85°28'11"E, 79.26 FEET; THENCE S33°28'55"W, 79.71 FEET; THENCE N77°42'09"W, 72.24 FEET; THENCE S46°57'26"W, 13.49 FEET TO THE EASTERLY RIGHT OF WAY OF AFORESAID WILLIAMSON BOULEVARD AND THE NORTHWEST CORNER OF SAID LOVE WHOLE FOODS AND THE POINT OF BEGINNING.

Site 112

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF VOLUSIA, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED IN THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 14 SOUTH, RANGE 32 EAST AND THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 14 SOUTH, RANGE 32 EAST, CITY OF DAYTONA BEACH, VOLUSIA COUNTY, FLORIDA, BEING ALL OF PARCEL "B" PIT-2 AS SHOWN ON EXHIBIT A-1 OF THAT DEED RECORDED IN OFFICIAL RECORDS BOOK 5659, PAGE 2462 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA TOGETHER WITH A PORTION OF THAT PROPERTY DESCRIBED IN O.R.B. 4785, PAGE 4805 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 31, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID SECTION 32; THENCE ALONG THE EAST LINE OF SAID SECTION 31, S02°00'21"E, 2,763.91 FEET TO A POINT ON THE SOUTHERLY LINE OF THE ABERDEEN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 3974, PAGE 2304 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE AND CONTINUING ALONG SAID SOUTH LINE OF THE ABERDEEN PROPERTY, S84°22'20"E, 269.06 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL "B" PIT #2 AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE OF THE ABERDEEN PROPERTY AND THE NORTH LINE OF SAID PARCEL "B" PIT 2, S84°22'20"E, 776.86 FEET TO THE NORTHEAST CORNER OF SAID PARCEL "B" PIT #2; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL "B" PIT #2, S10°10'30"W, 421.59 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "B" PIT 2; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL "B" PIT 2, S70°30'45"W, 437.68 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, N87°01'51"W, 248.76 FEET TO A POINT ON THE WESTERLY LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4987, PAGE 1710 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY LINE, S01°58'17"W, 470.00 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE, S60°58'22"W, 368.20 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, A 130.00 FEET RIGHT OF WAY PER O.R.B. 894, PAGE 667 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE BEGINNING OF A NON TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1990.08 FEET AND CENTRAL ANGLE

OF 07°30'31" WITH A CHORD BEARING N39°16'30"W; THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF SAID CURVE, 260.80 FEET; THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE, N43°01'45"W, 492.16 FEET; THENCE, DEPARTING SAID EASTERLY RIGHT OF WAY LINE, N46°58'40"E, 486.24 FEET TO A POINT ON THE SOUTH LINE OF PARCEL "A" PIT 1 AS DESCRIBED IN OFFICIAL RECORDS BOOK 5659, PAGE 2462 OF THE OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID SOUTH LINE, S45°22'19"E, 330.25 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE, S87°01'51"E, 150.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "A" PIT-1; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL "A" PIT-1, N05°37'40"E, 622.15 FEET TO THE SOUTH LINE OF AFORESAID ABERDEEN PROPERTY AND THE POINT OF BEGINNING.

Site 220b

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF VOLUSIA, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

A PORTION OF SECTIONS 2 AND 3, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 10, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA; THENCE S01°20'37"E ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 194.92 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD AS DESCRIBED IN OFFICIAL RECORDS BOOK 2985, PAGE 712, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1104.74 FEET, A CENTRAL ANGLE OF 30°56'14" AND A CHORD BEARING N48°15'11"W; THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 596.51 FEET; THENCE ALONG SAID RIGHT OF WAY LINE N32°47'04"W, 2734.91 FEET; THENCE DEPART SAID RIGHT OF WAY LINE N57°12'50"E, 1620.60 FEET; THENCE N25°48'08"W, 254.29 FEET; THENCE N64°21'07"E, 46.47 FEET TO THE POINT OF BEGINNING; THENCE N25°48'08"W, 379.45 FEET; THENCE N64°21'07"E, 1120.00 FEET TO THE WESTERLY LINE OF A 130 FOOT WIDE DRAINAGE DITCH EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 410, PAGE 141, SAID PUBLIC RECORDS; THENCE ALONG SAID WESTERLY LINE S25°48'08"E, 379.45 FEET; THENCE S64°21'07"W, 1120.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH EASEMENTS RESERVED FOR INGRESS AND EGRESS, ACCESS, UTILITIES, UTILITY SYSTEM AND DRAINAGE IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 4889, PAGE 1252 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EASEMENT PARCEL 1:

A PORTION OF SECTIONS 2 AND 3, ALL IN TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY FLORIDA, BEING A PORTION OF THAT CERTAIN DRAINAGE EASEMENT PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 410, PAGE 141, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHERLY 300.00 FEET AS MEASURED ALONG THE EASTERLY AND WESTERLY LINES OF THAT PORTION OF SAID DRAINAGE EASEMENT PARCEL LYING SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF LPGA BOULEVARD AS DESCRIBED IN OFFICIAL RECORDS BOOK 534, PAGE 394, SAID PUBLIC RECORDS.

EASEMENT PARCEL 2:

A PORTION OF SECTIONS 2 AND 3, ALL IN TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING A PORTION OF THAT CERTAIN DRAINAGE EASEMENT PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 410, PAGE 141, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WESTERLY 60.00 FEET OF, AS MEASURED PERPENDICULAR TO THE WESTERLY LINE OF, THE SOUTHERLY 776.35 FEET OF THE NORTHERLY 1076.45 FEET, AS MEASURED ALONG THE EASTERLY AND WESTERLY LINES OF THAT PORTION OF SAID DRAINAGE EASEMENT PARCEL LYING SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF LPGA BOULEVARD AS DESCRIBED IN OFFICIAL RECORDS BOOK 534, PAGE 394, SAID PUBLIC RECORDS.

EASEMENT PARCEL 3:

A PORTION OF SECTIONS 2 AND 3, ALL IN TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING A PORTION OF THAT CERTAIN DRAINAGE EASEMENT PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 410, PAGE 141, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHERLY 776.45 FEET OF THE NORTHERLY 1076.45 FEET, AS MEASURED ALONG THE EASTERLY AND WESTERLY LINES OF THAT PORTION OF SAID DRAINAGE EASEMENT PARCEL LYING SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF LPGA BOULEVARD AS DESCRIBED IN OFFICIAL RECORDS BOOK 534, PAGE 394, SAID PUBLIC RECORDS.

Site 350

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF VOLUSIA, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

BEING ALL OF THAT PIECE, PARCEL OR TRACT OF LAND IN SECTION 36, TOWNSHIP 15 SOUTH, RANGE 31 EAST; SECTIONS 31 & 32, TOWNSHIP 15 SOUTH, RANGE 32 EAST & SECTIONS 5 & 6, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE INTERSECTION OF THE EASTERN RIGHT OF WAY LINE OF INDIAN LAKE ROAD (100' RIGHT OF WAY) AND THE NORTHERN RIGHT OF WAY LINE OF OLD DELAND ROAD (66' RIGHT OF WAY), THENCE SAID NORTHERN RIGHT OF WAY LINE OF OLD DELAND ROAD THE FOLLOWING TWO (2) COURSES TO WIT: (1) N 60°20'37" E FOR 1067.36 FEET TO A POINT; (2) N 68°19'23" E FOR 908.45 FEET TO A FOUND CONCRETE MONUMENT AT THE COMMON COMER WITH THE LANDS NOW OR FORMERLY OF MANHEIM REMARKETING INC. AS RECORDED IN OFFICIAL RECORD BOOK 3279 AT PAGE 1298 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING AND WITH A COMMON LINE OF MANHEIM REMARKETING INC. N 21°40'36” W FOR 2021.33 FEET TO A FOUND IRON PIN WITH CAP AT A COMMON CORNER OF THE LANDS NOW OR FORMERLY OF P & S PAVING AS RECORDED IN OFFICIAL RECORD BOOK 6726 AT PAGE 1417 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE WITH THE COMMON LINE OF P & S PAVING INC. THE FOLLOWING THIRTEEN (13) COURSES TO WIT: (1) N 86°40'29" E FOR 707.02 FEET TO A FOUND IRON PIN WITH CAP; (2) N 00°34'21" E FOR 79.96 FEET TO A FOUND IRON PIN WITH CAP; (3) N 33°03'07" E FOR 224.43 FEET TO A FOUND IRON PIN WITH CAP; (4) N 00°00'15" E FOR 85.33 FEET TO A FOUND IRON PIN WITH CAP; (5) N 09°45'52" E FOR 165.76 FEET TO A FOUND IRON PIN WITH CAP; (6) N 27°00'07” W FOR 148.06 FEET TO A FOUND IRON PIN WITH CAP; (7) N 87°34'53"' W FOR 390.86 FEET TO A FOUND IRON PIN WITH CAP; (8) N 19°49'55” W FOR 100.01 FEET TO A FOUND IRON PIN WITH CAP; (9) N 43°14'22" W FOR 161.00 FEET TO A FOUND IRON PIN WITH CAP; (10) N 71°44'10" W FOR 216.02 FEET TO A FOUND IRON PIN WITH CAP; (11) N 47°56'39" W FOR 133.00 FEET TO A FOUND IRON PIN WITH CAP; (12) N 30°44'04" W FOR 86.82 FEET TO A FOUND IRON PIN WITH CAP; (13) S 66°30'52 W FOR 338.00 FEET TO A SET MAG NAIL WITH WASHER ON THE SOUTHERN RIGHT OF WAY LINE OF OLSON DRIVE; THENCE WITH THE RIGHT OF WAY OF OLSON DRIVE AND THE LANDS NOW OR FORMERLY OF PROGRESSIVE CONTRACTORS INC. AS RECORDED IN OFFICIAL RECORD BOOK 4219 AT PAGE 4602 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, N 21°41'40" W FOR 765.14 FEET TO A FOUND IRON PIN WITH CAP AT A COMMON COMER OF THE LANDS NOW OR FORMERLY OF THE SCHOOL BOARD OF VOLUSIA COUNTY AS RECORDED IN OFFICIAL RECORD BOOK 4928 AT PAGE 4253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE WITH THE COMMON LINE OF THE SCHOOL BOARD OF VOLUSIA COUNTY THE FOLLOWING FOUR (4) COURSES TO WIT: (1) N 10°27'24" E FOR 928.12 FEET TO A

FOUND IRON PIN WITH CAP; (2) N 65°29'28" W FOR 579.91 FEET TO A FOUND IRON PIN WITH CAP; (3) S 78°53'37" W FOR 760.19 FEET TO A FOUND IRON PIN WITH CAP; (4) S 31°32'04" W FOR 449.95 FEET TO A FOUND CONCRETE MONUMENT AT A COMMON CORNER OF THE LANDS NOW OR FORMERLY OF VCNA PRESTIGE CONCRETE PRODUCTS INC. AS SHOWN ON A PLAT AS RECORDED IN MAP BOOK 56 AT PAGE 29 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE WITH THE COMMON LINE OF VCNA PRESTIGE CONCRETE PRODUCTS INC. THE FOLLOWING SEVENTEEN (17) COURSES TO WIT: (1) N 58°27'00" W FOR 49.96 FEET TO A FOUND CONCRETE MONUMENT; (2) N 52°56'52" W FOR 76.90 FEET TO A FOUND CONCRETE MONUMENT; (3) N 14°24'05" E FOR 41.52 FEET TO A FOUND CONCRETE MONUMENT; (4) N 14°56'57" W FOR 31.04 FEET TO A FOUND CONCRETE MONUMENT; (5) N 06°05'46" E FOR 21.64 FEET TO A FOUND CONCRETE MONUMENT; (6) N 29°47'22" W FOR 31.97 FEET TO A FOUND CONCRETE MONUMENT; (7) N 55°55'04" W FOR 43.86 FEET TO A FOUND CONCRETE MONUMENT; (8) N 44°53'01" W FOR 37.60 FEET TO A FOUND CONCRETE MONUMENT; (9) N 26°17'50" W FOR 95.72 FEET TO A FOUND CONCRETE MONUMENT; (10) N 51°11'50" W FOR 31.49 FEET TO A FOUND CONCRETE MONUMENT; (11) N 50°23'52" W FOR 52.45 FEET TO A FOUND CONCRETE MONUMENT; (12) N 61°47'08"' W FOR 16.47 FEET TO A FOUND CONCRETE MONUMENT; (13) N 26°42'49" W FOR 34.99 FEET TO A FOUND CONCRETE MONUMENT; (14) N 51°56'16" W FOR 33.70 FEET TO A FOUND CONCRETE MONUMENT; (15) N 36°40'41" W FOR 13.68 FEET TO A FOUND CONCRETE MONUMENT; (16) N 60°12'22" W FOR 44.99 FEET TO A FOUND CONCRETE MONUMENT; (17) ALONG THE ARC OF A NON-RADIAL CURVE TO THE RIGHT HAVING A RADIUS OF 1050.00 FEET, AN ARC LENGTH OF 641.75 FEET AND BEING SUBTENDED BY A CHORD BEARING S 47°10"25" W FOR 631.81 FEET TO A FOUND CONCRETE MONUMENT ON THE EASTERN RIGHT OF WAY LINE OF INDIAN LAKE ROAD; THENCE WITH SAID EASTERN RIGHT OF WAY LINE OF INDIAN LAKE ROAD N 23°39'14"' W FOR 80.74 FEET TO A FOUND IRON PIN WITH CAP AT A COMMON CORNER OF THE LANDS NOW OR FORMERLY OF PELICANO CRUSHER CORP AS RECORDED IN OFFICIAL RECORD BOOK 7184 AT PAGE 3438 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE WITH THE COMMON LINE OF PELICANO CRUSHER CORP THE FOLLOWING TWO (2) COURSES TO WIT: (1) N 12°42'08" E FOR 715.88 FEET TO A FOUND IRON PIN WITH CAP; (2) N 85°42'42" W FOR 563.86 FEET TO A FOUND IRON PIN WITH CAP ON THE EASTERN RIGHT OF WAY LINE OF INDIAN LAKE ROAD; THENCE WITH SAID EASTERN RIGHT OF WAY LINE OF INDIAN LAKE ROAD THE FOLLOWING FOUR (4) COURSES TO WIT: (1) ALONG THE ARC OF A NON-RADIAL CURVE TO THE LEFT HAVING A RADIUS OF 2050.00 FEET, AN ARC LENGTH OF 134.71 FEET AND BEING SUBTENDED BY A CHORD BEARING N 37°04'21" W FOR 134.68 FEET TO A POINT; (2) N 38°57'18" W FOR 131.92 FEET TO A SET IRON PIN WITH CAP; (3) N 37°01'47" W FOR 920.59 FEET TO A POINT; (4) N 39°15'57" W FOR 222.08 FEET TO A POINT AT A COMMON COMER OF THE LANDS NOW OR FORMERLY OF GEORGE & MARTHA LUNFORD AS RECORDED IN OFFICIAL RECORD BOOK 6257 AT PAGE 1616 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE WITH THE LANDS OF GEORGE & MARTHA LUNFORD N 89°30'59"' E FOR 579.41 FEET TO A FOUND IRON PIPE AT THE COMMON COMER OF THE LANDS

NOW OR FORMERLY OF MILLISSA & PETER ROBERTUCCI AS RECORDED IN OFFICIAL RECORD BOOK 4934 AT PAGE 1808 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE WITH THE LANDS OF MILISSA & PETER ROBERTUCCI N 89°27'11" E FOR 659.94 FEET TO A FOUND IRON PIPE; THENCE WITH THE LANDS OF THE AFORESAID ROBERTUCCIS AND HAROLD & MARGARET RAWLINS AS RECORDED IN OFFICIAL RECORD BOOK 4395 AT PAGE 3543, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, CARL RAWLINS AS RECORDED IN OFFICIAL RECORD BOOK 4395 AT PAGE 3552 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND CHRISTAL RAWLINS AS RECORDED IN OFFICIAL RECORD BOOK 4395 AT PAGE 3514 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA THE FOLLOWING TWO (2) COURSES TO WIT: (1) N 00°30'31" W FOR 1319.23 FEET TO A FOUND IRON PIPE; (2) S 89°28'48" W FOR 660.31 FEET TO A FOUND CONCRETE MONUMENT AT A COMMON COMER OF THE LANDS NOW OR FORMERLY OF TIMOTHY & CLARE MCGUIRE AS RECORDED IN OFFICIAL RECORD BOOK 5399 AT PAGE 1022 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE WITH THE COMMON LINE OF TIMOTHY & CLARE MCGUIRE AND THE LANDS NOW OR FORMERLY OF ST. JOHNS WATER MANAGEMENT DISTRICT AS RECORDED IN OFFICIAL RECORD BOOK 4265 AT PAGE 2081 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA N 00°29'29" W FOR 1306.15 FEET TO A FOUND IRON PIPE WITH CAP; THENCE WITH COMMON LINE OF THE LANDS OF ST. JOHNS WATER MANAGEMENT DISTRICT THE FOLLOWING FOUR (4) COURSES TO WIT: (1) N 89°32'40" E FOR 1451.47 FEET TO A FOUND IRON PIPE WITH CAP; (2) S 62°46'09" E FOR 5125.94 FEET TO A FOUND IRON PIPE WITH CAP; (3) S 36°59'49" E FOR 3263.72 FEET TO A FOUND IRON PIPE WITH CAP; (4) S 01°12’27” E FOR 1966.18 FEET TO A FOUND IRON PIPE WITH CAP AT A COMMON CORNER WITH THE LANDS NOW OR FORMERLY OF STATE OF FLORIDA TIIF AS RECORDED IN OFFICIAL RECORD BOOK 276 AT PAGE 251 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE WITH THE COMMON LINE WITH STATE OF FLORIDA TIIF THE FOLLOWING TWO (2) COURSES TO WIT: (1) S 88°53'08" W FOR 619.89 FEET TO A FOUND IRON PIN WITH CAP; (2) S 00°35’44” E FOR 831.12 FEET TO A FOUND IRON PIN WITH CAP ON THE NORTHERN RIGHT OF WAY LINE OF OLD DELAND ROAD; THENCE WITH SAID NORTHERN RIGHT OF WAY LINE OF OLD DELAND ROAD THE FOLLOWING TWO (2) COURSES TO WIT: (1) S 74°51'16" W FOR 983.23 FEET TO A POINT; (2) S 68°19'23" W FOR 1436.67 FEET TO A SET IRON PIN WITH CAP AT A COMMON COMER WITH THE LANDS NOW OR FORMERLY OF SOUTHERN BELL TELEPHONE & TELEGRAPH CO. AS RECORDED IN OFFICIAL RECORD BOOK 4533 AT PAGE 3497 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE WITH THE COMMON LINE OF SOUTHERN BELL TELEPHONE & TELEGRAPH CO. THE FOLLOWING THREE (3) COURSES TO WIT: (1) N 21°40'37" W FOR 200.00 FEET TO A SET IRON PIN WITH CAP; (2) S 68°19'23" W FOR 200.00 FEET TO A SET IRON PIN WITH CAP; (3) S 21°40'37"' E FOR 200.00 FEET TO A SET IRON PIN WITH CAP ON THE NORTHERN RIGHT OF WAY LINE OF OLD DELAND ROAD; THENCE WITH SAID NORTHERN RIGHT OF WAY LINE OF OLD DELAND ROAD S 68°19'23” W FOR 606.35 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

BEING ALL OF THAT PIECE, PARCEL OR TRACT OF LAND IN SECTION 36, TOWNSHIP 15 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 15 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID SECTION 36 S89°32'40"W FOR 2120.11 FEET TO A FOUND IRON PIN WITH CAP AT A CORNER OF THE LANDS OF THE ST. JOHNS WATER MANAGEMENT DISTRICT AS RECORDED IN O.R.B. 4265, PAGE 2081, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE LEAVING THE NORTH LINE OF SAID SECTION 36 AND FOLLOWING THE LINE OF ST. JOHNS WATER MANAGEMENT DISTRICT THE FOLLOWING TWO (2) COURSES TO WIT: (1) S00°29'29"E FOR 645.25 FEET TO A FOUND CONCRETE MONUMENT; (2) S89°29'02"W FOR 660.69 FEET TO A FOUND IRON PIN WITH CAP AND THE POINT OF BEGINNING; THENCE LEAVING SAID LINE OF ST. JOHNS WATER MANAGEMENT AND WITH THE WEST LINE OF THE LANDS OF JEANELL SULLIVAN AS RECORDED IN O.R.B. 7713, PAGE 1298, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, S00°31'28"E FOR 659.74 FEET TO A FOUND CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE LANDS OF ROBERT RAWLINS AS RECORDED IN O.R.B. 7555, PAGE 3871, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE THE WEST LINE OF RAWLINS S00°23'34"W FOR 363.56 FEET TO THE NORTHWEST CORNER OF THE LANDS OF ALEJANDRO & LISMER CASTELLANO AS RECORDED IN O.R.B. 7593, PAGE 3810, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE WITH THE WEST LINE OF CASTELLANO S00°33'50"E FOR 141.78 FEET TO THE NORTHWEST CORNER OF THE LANDS OF ROBERT RAWLINS AS RECORDED IN O.R.B. 4395, PAGE 3629, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE WITH THE WEST LINE OF RAWLINS S00°28'59"E FOR 155.98 FEET TO THE NORTHWEST CORNER OF THE LANDS OF GEORGE & MARTHA LUNSFORD AS RECORDED IN O.R.B. 6257, PAGE 1616, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE WITH THE WEST LINE OF LUNSFORD S00°39'53"E FOR 657.98 FEET TO A FOUND IRON PIPE ON THE RIGHT OF WAY LINE OF INDIAN LAKE ROAD; THENCE S00°02'19"E FOR 59.27 FEET TO A FOUND IRON PIN WITH CAP ON THE WEST LINE OF THE AFOREMENTIONED ST. JOHNS WATER MANAGEMENT DISTRICT; THENCE ALONG THE WEST LINE OF ST. JOHNS WATER MANAGEMENT DISTRICT THE FOLLOWING TEN (10) COURSES TO WIT: (1) N39°20'15"W FOR 80.08 FEET TO A SET IRON PIN WITH CAP; (2) N30°04'37"W FOR 139.44 FEET TO A FOUND IRON PIN WITH CAP; (3) N21°3356"W FOR 273.89 FEET TO A FOUND IRON PIN WITH CAP; (4) N09°43'00"W FOR 198.63 FEET TO FOUND IRON PIN WITH CAP; (5) N01°21'48"E FOR 176.19 FEET TO A FOUND IRON PIN WITH CAP; (6) N05°53'01"E FOR 421.75 FEET TO A FOUND IRON PINE WITH CAP; (7) N01°35'41"E FOR 101.72 FEET TO A FOUND IRON PIPE WITH CAP; (8) N71°31'08"E FOR 149.48 FEET TO A FOUND IRON PIPE WITH CAP; (9) N00°31'25"W FOR 659.94 FEET TO A FOUND IRON PIPE WITH CAP; (10) N89°27'01"E FOR 49.93 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

BEING ALL OF THAT PIECE, PARCEL OR TRACT OF LAND IN SECTION 36, TOWNSHIP 15 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHEAST COMER OF SECTION 3G, TOWNSHIP 15 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID SECTION 36 S89°32'40"W FOR 2120.11 FEET TO A FOUND IRON PIN WITH CAP AT A CORNER OF THE LANDS OF THE ST. JOHNS WATER MANAGEMENT DISTRICT AS RECORDED IN O.R.B. 4265, PAGE 2081, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE LEAVING THE NORTH LINE OF SAID SECTION 36 AND FOLLOWING THE LINE OF ST. JOHNS WATER MANAGEMENT DISTRICT THE FOLLOWING TWO (2) COURSES TO WIT: (1) S00°29'29"E FOR 645.25 FEET TO A FOUND CONCRETE MONUMENT; (2) S89°29'02"W FOR 660.69 FEET TO A FOUND IRON PIN WITH CAP; THENCE LEAVING SAID LINE OF ST. JOHNS WATER MANAGEMENT AND WITH THE WEST LINE OF THE LANDS OF JEANELL SULLIVAN AS RECORDED IN O.R.B. 7713, PAGE 1298, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, S00°31'28"E FOR 659.74 FEET TO A FOUND CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE LANDS OF ROBERT RAWLINS AS RECORDED IN O.R.B. 7555, PAGE 3871, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA: THENCE WITH THE WEST LINE OF RAWLINS S00°23'34"W FOR 363.56 FEET TO THE NORTHWEST CORNER OF THE LANDS OF ALEJANDRO &: LISMER CASTELLANO AS RECORDED IN O.R.B. 7593, PAGE 3810, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE WITH THE WEST LINE OF CASTELLANO S00°33'50"E FOR 141.78 FEET TO THE NORTHWEST CORNER OF THE LANDS OF ROBERT RAWLINS AS RECORDED IN 0.R.B. 4395, PAGE 3629, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE WITH THE WEST LINE OF RAWLINS S00°28'59”E FOR 155.98 FEET TO THE NORTHWEST CORNER OF THE LANDS OF GEORGE & MARTHA LUNSFORD AS RECORDED IN O.R.B. 6257, PAGE 1616, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE WITH THE WEST LINE OF LUNSFORD S00°39'53"E FOR 657.98 FEET TO A FOUND IRON PIPE ON THE RIGHT OF WAY LINE OF INDIAN LAKE ROAD; THENCE WITH THE RIGHT OF WAY LINE OF INDIAN LAKE ROAD THE FOLLOWING TWO (2) COURSES TO WIT: (1) S00°02'19"E FOR 59.27 FEET TO A FOUND IRON PIN WITH CAP: (2) S00°32'10"E FOR 49.49 FEET TO THE POINT OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING AND CONTINUING ALONG THE RIGHT OF WAY LINE OF INDIAN LAKE ROAD S39°15'59"E FOR 171.50 FEET TO A POINT ON THE WEST LINE OF THE AFOREMENTIONED ST. JOHNS WATER MANAGEMENT DISTRICT; THENCE ALONG THE WEST LINE OF ST. JOHNS WATER MANAGEMENT DISTRICT THE FOLLOWING TWO (2) COURSES TO WIT: (1) S89°31'25"W FOR 107.30 FEET TO A POINT; (2) N00°32'10"W FOR 133.68 FEET TO THE POINT OF BEGINNING.

ALSO,

ALL OF LOT 1 AND A PORTION OF LOT 2, TOWER GARDENS SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGE 246, AND PART OF A 30-FOOT WIDE STRIP OF LAND AS SHOWN ON THE PLAT OF SAID TOWER GARDENS SUBDIVISION, AND LOCATED ON THE WESTERLY END THEREOF, ALL AS RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF TOWER ROAD, A 50-FOOT WIDE RIGHT-OF-WAY PER THE PLAT OF SAID TOWER GARDENS SUBDIVISION, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF OLD DELAND ROAD, A 66-FOOT RIGHT-OF-WAY AS PRESENTLY ESTABLISHED, SAID POINT BEING ALSO THE NORTHEASTERLY CORNER OF LOT 1, TOWER GARDENS FOR THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S74°48'20"W ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF OLD DELAND ROAD FOR A DISTANCE OF 140.05 FEET TO THE NORTHWESTERLY CORNER OF SAID 30-FOOT WIDE STRIP (SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF LOT 26, HIGHBRIDGE ESTATES SUBDIVISION AS RECORDED IN MAP BOOK 11, PAGE 154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA); THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE S14°56’00"E FOR A DISTANCE OF 159.95 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 2; THENCE ALONG SAID SOUTHERLY LINE N86°47'17"E FOR A DISTANCE OF 105.01 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID FIRE TOWER ROAD; THENCE DEPARTING SAID SOUTHERLY LOT LINE ALONG SAID WESTERLY RIGHT-OF-WAY LINE N03°22’00"W FOR A DISTANCE OF 185.69 FEET (MEASURED) 185.4 FEET (PLAT) TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

<u>Site 450</u>

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF VOLUSIA, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN SECTION 4 & 9, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SOUTHWEST 1/4 OF SECTION 4, RUN THENCE S.89°09'47"W., A DISTANCE OF 1349.14 FEET ALONG THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4 TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4; THENCE ALONG THE WEST BOUNDARY OF SECTION 4 FOLLOWING TWO (2) COURSES, (1) N.01°02'27"W., A DISTANCE OF 1280.74 FEET TO THE WEST 1/4 OF SECTION 4; (2) N.01°02'45"W., A DISTANCE OF 2561.67 FEET TO THE NORTHWEST CORNER OF SECTION 4; THENCE N.89°15'59"E., A DISTANCE OF 843.97 FEET ALONG THE NORTH BOUNDARY OF SECTION 4 TO A POINT ON THE WESTERLY RIGHT OF WAY OF FLORIDA STATE ROAD 9 (U.S. HIGHWAY I-95) ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION MAP, SECTION 79002-2424; THENCE

S16°53’20”E., A DISTANCE OF 5.83 FEET ALONG RIGHT OF WAY; THENCE ALONG THE BOUNDARY OF THE MITIGATION AREA AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 79002-2424 AND 79002-2429 THE FOLLOWING (8) EIGHT COURSES; (1) S.73°06'04"W., A DISTANCE OF 377.97 FEET; (2) S.16°53'56"E.,

A DISTANCE OF 320.16 FEET; (3) S.73°06'04"W., A DISTANCE OF 234.72 FEET; (4) S.16°53'56"E., A DISTANCE OF 447.71 FEET; (5) N.73°06'04"E., A DISTANCE OF 221.75 FEET; (6) S.16°53'56"E., A DISTANCE OF 272.43 FEET; (7) S.53°43'36"E., A DISTANCE OF 376.92 FEET; (8) N.73°06'04"E., A DISTANCE OF 165.00 FEET TO A POINT ON THE

AFORESAID WESTERLY RIGHT OF WAY; THENCE ALONG THE SAID RIGHT OF WAY THE FOLLOWING (5) FIVE COURSES; (1) S.16°53'56"E., A DISTANCE OF 1316.95 FEET; (2) S.16°53'56"E., A DISTANCE OF 1277.39 FEET; (3) S.12°53'13"E., A DISTANCE OF 1218.90 FEET; (4) SOUTHERLY, 652.30 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1079.00 FEET AND A CENTRAL ANGLE OF 34°38'15" (CHORD BEARING S.04°25'54"W., 642.41 FEET); (5) S.21°45'02"W., A DISTANCE OF 172.94 FEET; THENCE S.64°20'13"W., A DISTANCE

OF 783.77 FEET TO A POINT ON THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9; THENCE ALONG THE EAST BOUNDARY OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9 N.00°40'08"W., A DISTANCE OF 986.93 FEET TO A THE SOUTHEAST CORNER OF THE OF THE AFORESAID SOUTHWEST 1/4 OR THE SOUTHWEST ¼ OF SECTION 4; THENCE ALONG THE EAST BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4 N.00°29'23"W., A DISTANCE OF 1281.01 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH PERPETUAL, NON-EXCLUSIVE ACCESS AND UTILITY EASEMENTS AS SET FORTH AND MORE

PARTICULARLY DESCRIBED IN THAT CERTAIN ACCESS AND UTILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 7307, PAGE 3228 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN SECTION 9, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA; THENCE N.00°45'53”W. ALONG THE WEST LINE OF SAID SECTION 9, A DISTANCE OF 195.42 FEET TO A POINT IN THE CENTERLINE OF LPGA BOULEVARD; THENCE N.64°21'26"E. ALONG SAID CENTERLINE OF LPGA BOULEVARD, A DISTANCE OF 1976.24 FEET; THENCE N.16°53'56”W. ALONG THE WESTERLY LINE OF THE FORMER HALIFAX HUMANE SOCIETY PROPERTY, A DISTANCE OF 154.80 FEET TO A POINT ON THE

NORTHERLY RIGHT-OF-WAY LINE OF SAID LPGA BOULEVARD; THENCE S.64°21'26"W. ALONG SAID NORTHERLY RIGHT-OF-WAY LINE , A DISTANCE OF 203.92 FEET TO THE POINT OF BEGINNING; THENCE S.64°21'26"W., A DISTANCE OF 444.07 FEET; THENCE N.25°38'34"W., A DISTANCE OF 50.00 FEET; THENCE N.64°2 1'26"E., A DISTANCE OF 394.07 FEET; THENCE N.25°38'34"W., A DISTANCE OF 289.28 FEET, THENCE NORTHERLY, 196.15 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 450.00 FEET AND A CENTRAL ANGLE OF 24°58'26" (CHORD BEARING N.13°09'21"W., 194.60 FEET); THENCE N.00°40'08"W., A DISTANCE OF 101.97 FEET; THENCE N.64°21'26"E., A DISTANCE OF 55.16 FEET; THENCE S.00°40'08"E., A DISTANCE OF 125.25 FEET; THENCE SOUTHERLY,

174.35 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 400.00 FEET AND A CENTRAL ANGLE OF 24°58'26" (CHORD BEARING S.13°09'21"E., 172.97 FEET); THENCE S.25°38'34"E., A DISTANCE OF 339.28 FEET TO THE POINT OF BEGINNING.

Site 320a:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF VOLUSIA, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 33, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT A CONCRETE MONUMENT MARKING THE WEST 1/4 CORNER OF SAID SECTION 33; THENCE RUN SOUTH 01°01'10" EAST, ALONG THE WEST LINE OF SAID SECTION 33, A DISTANCE OF 364.98 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE 200-FOOT WIDE RIGHT-OF-WAY OF LPGA BOULEVARD (FORMERLY THE ELEVENTH STREET EXTENSION), AS SHOWN ON THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 79507-2602, SHEET 3, REVISION DATED OCTOBER 25, 1974; THENCE RUN SOUTH 39°02'50"EAST (SOUTH 39°08'15" EAST PER SAID FDOT MAP), A DISTANCE OF 384.15 FEET TO A POINT THEREIN, SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF THAT PARCEL OF LAND DEEDED FROM THE COUNTY OF VOLUSIA TO INDIGO GROUP INC., AS DESCRIBED IN OFFICIAL RECORDS BOOK 4190, PAGE 4903, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN ALONG THE BOUNDARY OF SAID PARCEL THE FOLLOWING COURSES AND DISTANCES: THENCE RUN SOUTH 61°39'47" EAST (SOUTH 61°45'12" EAST PER FDOT MAP) A DISTANCE OF 589.66 FEET; THENCE RUN SOUTH 75°51'50" EAST (SOUTH 75°57'15" EAST PER FDOT MAP) A DISTANCE OF 747.19 FEET; THENCE RUN NORTH 74°43'54" EAST (NORTH 74°38'29" EAST PER FDOT MAP) A DISTANCE OF 390.65 FEET TO A POINT IN THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 600, AS SHOWN ON THE AFOREMENTIONED RIGHT-OF-WAY MAP; THENCE RUN SOUTH 50°57'10" WEST (SOUTH 50°51'45" WEST PER FDOT MAP), ALONG SAID NORTHERLY RIGHT OF

WAY LINE, A DISTANCE OF 388.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE RUN NORTHERLY AND WESTERLY, ALONG SAID CURVED RIGHT-OF-WAY LINE, HAVING A RADIUS OF 644.00 FEET, AN ARC DISTANCE OF 1011.59 FEET, A CENTRAL ANGLE OF 90°00'00", HAVING A CHORD DISTANCE OF 910.75 FEET, AND A CHORD BEARING OF NORTH 84°02'50" WEST, TO THE POINT OF TANGENCY THEREOF; THENCE RUN NORTH 39°02'50" WEST (NORTH 39°08'15" WEST PER FDOT MAP), ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 656.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

LESS AND EXCEPT:

A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 33, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT A CONCRETE MONUMENT MARKING THE WEST 1/4 CORNER OF SAID SECTION 33; THENCE RUN SOUTH 01°01'10" EAST, ALONG THE WEST LINE OF SAID SECTION 33, A DISTANCE OF 364.98 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE 200-FOOT WIDE RIGHT-OF-WAY OF LPGA BOULEVARD (FORMERLY THE ELEVENTH STREET EXTENSION), AS SHOWN ON THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 79507-2602, SHEET 3, REVISION DATED OCTOBER 25, 1974; THENCE RUN SOUTH 39°02'50" EAST (SOUTH 39°08'15" EAST PER SAID FDOT MAP), A DISTANCE OF 384.15 FEET TO A POINT THEREIN, SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF THAT PARCEL OF LAND DEEDED FROM THE COUNTY OF VOLUSIA TO INDIGO GROUP INC., AS DESCRIBED IN OFFICIAL RECORDS BOOK 4190, PAGE 4903, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN ALONG THE BOUNDARY OF SAID PARCEL THE FOLLOWING COURSES AND DISTANCES: THENCE RUN SOUTH 61°39'47" EAST (SOUTH 61°45'12" EAST PER FDOT MAP) A DISTANCE OF 589.66 FEET; THENCE RUN SOUTH 75°51'50" EAST (SOUTH 75°57'15" EAST PER FDOT MAP) A DISTANCE OF 747.19 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE RUN NORTH 74°43'54" EAST (NORTH 74°38'29" EAST PER FDOT MAP) A DISTANCE OF 390.65 FEET TO A POINT IN THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 600, AS SHOWN ON THE AFOREMENTIONED RIGHT-OF-WAY MAP; THENCE RUN SOUTH 50°57'10" WEST (SOUTH 50°51'45"WEST PER FDOT MAP), ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 388.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE RUN SOUTHERLY AND WESTERLY, ALONG SAID CURVED RIGHT-OF-WAY LINE, HAVING A RADIUS OF 644.00 FEET, AN ARC DISTANCE OF 85.00 FEET, A CENTRAL ANGLE OF 07°33'46",HAVING A CHORD DISTANCE OF 84.94 FEET, AND A CHORD BEARING OF SOUTH 54°44'03" WEST, TO A POINT THEREIN; THENCE, DEPARTING SAID RIGHT-OF-WAY LINE, RUN NORTH 01°51'46" WEST A DISTANCE OF 190.81 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

<u>Site 380</u>

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF VOLUSIA, STATE OF FLORIDA, AND DESCRIBED AS FOLLOWS:

PARCEL 1:

PARCEL 43-A

A PORTION OF SECTION 32, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY LINE OF THAT PARCEL OF LAND DEEDED FRONT CONSOLIDATED-TOMOKA LAND CO. TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD), AS DESCRIBED IN OFFICIAL RECORDS BOOK 4265, PAGE 2081, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, WITH THE WESTERLY RIGHT-OF-WAY LINE OF LPGA BOULEVARD, AS DESCRIBED IN DEED FROM PATRICIA LAGONI, AS TRUSTEE UNDER TRUST IDI-4, TO THE COUNTY OF VOLUSIA AS DESCRIBED IN OFFICIAL RECORDS BOOK 4190, PAGE 4899, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN SOUTH 50°56'17" WEST, ALONG THE SOUTHERLY LINE OF SAID SJRWMD PARCEL, A DISTANCE OF 381.80 FEET; THENCE RUN NORTH 39°03'43" WEST, ALONG THE BOUNDARY OF SAID SJRWMD PARCEL, A DISTANCE OF 203.57 FEET; THENCE RUN SOUTH 50°56'17" WEST, ALONG THE BOUNDARY SAID SJRWMD PARCEL, A DISTANCE OF 1053.87 FEET TO A POINT THEREIN AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE RUN SOUTH 50°56'17" WEST A DISTANCE OF 96.87 FEET; THENCE RUN NORTH 39°03'43" WEST A DISTANCE OF 77.41 FEET TO A POINT IN THE BOUNDARY OF SAID SJRWMD PARCEL; THENCE RUN NORTH 89°34'01" EAST A DISTANCE OF 124.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

AND

PARCEL 43-B

A PORTION OF SECTIONS 32 AND 33, TOWNSHIP 15 SOUTH, RANGE 32 EAST, AND A PORTION OF SECTION 5, TOWNSHIP 16 SOUTH, RANGE 32 EAST, ALL IN VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY LINE OF THAT PARCEL OF LAND DEEDED FROM CONSOLIDATED-TOMOKA LAND CO. TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, AS DESCRIBED IN OFFICIAL RECORDS BOOK 4265, PAGE 2081, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, WITH THE WESTERLY RIGHT-OF-WAY LINE OF LPGA BOULEVARD, AS DESCRIBED IN DEED FROM PATRICIA LAGONI, AS TRUSTEE UNDER TRUST IDI-4, TO THE COUNTY OF VOLUSIA AS DESCRIBED IN OFFICIAL RECORDS BOOK 4190, PAGE 4899, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT LYING ON A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHERLY AND WESTERLY, ALONG SAID CURVED RIGHT-OF-WAY LINE, HAVING A RADIUS OF 644.00 FEET, AND ARC DISTANCE OF 430.61 FEET, OR THROUGH A CENTRAL ANGLE OF 38°18'39", HAVING A CHORD DISTANCE OF 422.63

FEET AND A CHORD BEARING OF SOUTH 25°32'57" WEST, TO A POINT THEREIN, SAID POINT BEING THE SOUTHEASTERLY INTERSECTION OF A 25-FOOT WIDE INGRESS AND EGRESS ROAD AS DESCRIBED IN DEED BOOK 287, PAGE 591, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE CONTINUE SOUTHERLY AND WESTERLY, ALONG SAID CURVED RIGHT-OF-WAY LINE, HAVING A RADIUS OF 644.00 FEET, AN ARC DISTANCE OF 25.09 FEET, OR THROUGH A CENTRAL ANGLE OF 02°13'58", HAVING A CHORD DISTANCE OF 25.09 FEET AND A CHORD BEARING OF SOUTH 45°49'15" WEST TO AN INTERSECTION WITH THE SOUTHWESTERLY INTERSECTION OF THE AFOREMENTIONED 25-FOOT WIDE INGRESS AND EGRESS ROAD AS DESCRIBED IN DEED BOOK 287, PAGE 591, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE SOUTHERLY AND WESTERLY, ALONG SAID RIGHT-OF-WAY LINE, HAVING A RADIUS OF 644.00 FEET, AN ARC DISTANCE OF 44.98 FEET, OR THROUGH A CENTRAL ANGLE OF 04°00'06", HAVING A CHORD DISTANCE OF 44.97 FEET AND A CHORD BEARING OF SOUTH 48°56'17" WEST, TO THE POINT OF TANGENCY THEREOF, SAID POINT LYING IN THE NORTHERLY RIGHT-OF-WAY LINE OF THE 200-FOOT WIDE RIGHT-OF-WAY OF FLORIDA STATE ROAD #600 (U.S. HIGHWAY #92); THENCE IN SOUTH 50°56'20" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD #600, A DISTANCE OF 829.02 FEET TO AN INTERSECTION WITH THE LIMITED ACCESS RIGHT-OF-WAY OF THE I-4 CONNECTOR ROAD (OLD DAYTONA-DELAND ROAD; THENCE RUN NORTH 39°04'44" WEST, ALONG THE RIGHT-OF-WAY OF SAID OLD DAYTONA-DELAND ROAD, A DISTANCE OF 46.60 FEET (44.00 FEET PER STATE ROAD DEPARTMENT MAPS); THENCE RUN SOUTH 50°55'16" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 125.96 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE RUN SOUTHERLY AND WESTERLY, ALONG SAID CURVED RIGHT-OF-WAY LINE, HAVING A RADIUS OF 5584.65 FEET, AN ARC DISTANCE OF 1060.22 FEET, OR THROUGH A CENTRAL ANGLE OF 10°52'38", HAVING A CHORD DISTANCE OF 1058.62 FEET AND A CHORD BEARING OF SOUTH 56°21'35" WEST TO AN INTERSECTION WITH THE EASTERLY LINE OF THE GEORGE R. RABE PROPERTY, AS DESCRIBED IN BOUNDARY LINE AGREEMENT BETWEEN GEORGE R. RABE AND CONSOLIDATED-TOMOKA LAND CO., AS DESCRIBED IN OFFICIAL RECORDS BOOK 3554, PAGE 0992, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN NORTH 01°40'19" WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 705.01 FEET TO AN INTERSECTION WITH THE DEEDED BOUNDARY LINE OF A FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) BORROW PIT AND INGRESS-EGRESS ROAD AS DESCRIBED IN DEED BOOK 287, PAGE 591, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN SOUTH 39°03'43" EAST, ALONG THE WESTERLY LINE OF SAID FDOT PARCEL, A DISTANCE OF 343.16 FEET TO A SOUTHWESTERLY CORNER THEREOF; THENCE RUN NORTH 50°56'17" EAST, ALONG THE SOUTHERLY LINE OF SAID FDOT PARCEL, A DISTANCE OF 1625.72 FEET TO A CORNER THEREOF; THENCE RUN SOUTH 39°03'42" EAST, ALONG THE BOUNDARY OF SAID FDOT PARCEL, A DISTANCE OF 362.02 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

AND

PARCEL 43-C

A PORTION OF SECTION 33, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF THAT PARCEL OF LAND DEEDED FROM CONSOLIDATED-TOMOKA LAND CO. TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, AS DESCRIBED IN OFFICIAL RECORDS BOOK 4265, PAGE 2081, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, WITH THE WESTERLY RIGHT-OF-WAY LINE OF LPGA BOULEVARD, AS DESCRIBED IN DEED FROM PATRICIA LAGONI, AS TRUSTEE UNDER TRUST IDI-4, TO THE COUNTY OF VOLUSIA AS DESCRIBED IN OFFICIAL RECORDS BOOK 4190, PAGE 4899, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT LYING ON A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHERLY AND WESTERLY, ALONG SAID CURVED RIGHT-OF-WAY LINE, HAVING A RADIUS OF 644.00 FEET, AND ARC DISTANCE OF 430.61 FEET, OR THROUGH A CENTRAL ANGLE OF 38°18'39", HAVING A CHORD DISTANCE OF 422.63 FEET AND A CHORD BEARING OF SOUTH 25°32'57" WEST, TO A POINT THEREIN, SAID POINT BEING THE SOUTHEASTERLY INTERSECTION OF A 25-FOOT WIDE INGRESS AND EGRESS ROAD AS DESCRIBED IN DEED BOOK 287, PAGE 591, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE, DEPARTING SAID RIGHT-OF-WAY LINE, RUN NORTH 39°03'43" WEST, ALONG THE EASTERLY LINE OF SAID INGRESS-EGRESS ROAD, A DISTANCE OF 181.21 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF THE AFOREMENTIONED ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PARCEL; THENCE RUN NORTH 50°56'17" EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 381.80 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

PARCEL 2:

PARCEL 44-B

A PORTION OF SECTION 5, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT A 4" X 4" CONCRETE MONUMENT MARKING THE NORTH ONE-QUARTER CORNER OF SAID SECTION 5; THENCE RUN NORTH 89°34'17" EAST, ALONG THE NORTH LINE OF SAID SECTION 5, A DISTANCE OF 1211.40 FEET TO THE NORTHWESTERLY CORNER OF THAT LAND OWNED BY GEORGE R. RABE AND DESCRIBED IN THAT CERTAIN BOUNDARY LINE AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3554, PAGE 0992, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN SOUTH 01°35'44" EAST, ALONG THE WEST LINE OF THE RABE PARCEL, A DISTANCE OF 850.89 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF THE OLD DAYTONA-DELAND ROAD, AS SHOWN ON THE STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP FOR STATE ROAD #600, SECTION 79060- 2501, REVISION DATED MAY 13, 1960; THENCE RUN ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID OLD DAYTONA-DELAND ROAD THE FOLLOWING COURSES AND

DISTANCES: THENCE RUN SOUTH 62°38'16" WEST A DISTANCE OF 309.90 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE RUN SOUTHERLY AND WESTERLY, ALONG SAID CURVED RIGHT-OF-WAY LINE, HAVING A RADIUS OF 3864.83 FEET, AN ARC DISTANCE OF 438.45 FEET, OR THROUGH A CENTRAL ANGLE OF 06°30'00", HAVING A CHORD DISTANCE OF 438.22 FEET, AND A CHORD BEARING OF SOUTH 59°23'16" WEST, TO THE POINT OF TANGENCY THEREOF; THENCE RUN SOUTH 56°08'16" WEST A DISTANCE OF 316.15 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE RUN SOUTHERLY AND WESTERLY, ALONG SAID CURVED RIGHT-OF-WAY LINE, HAVING A RADIUS OF 5684.65 FEET, AN ARC DISTANCE OF 415.05 FEET, OR THROUGH A CENTRAL ANGLE OF 04°11'00", HAVING A CHORD DISTANCE OF 414.96 FEET, AND A CHORD BEARING OF SOUTH 58°13'46" WEST, TO THE POINT OF TANGENCY THEREOF; THENCE RUN SOUTH 60°19'16" WEST A DISTANCE OF 356.12 FEET; THENCE RUN SOUTH 29°40'44" EAST A DISTANCE OF 12.00 FEET; THENCE RUN SOUTH 60°19'16" WEST A DISTANCE OF 297.04 FEET TO A POINT THEREIN AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE RUN SOUTH 60°20'05" WEST A DISTANCE OF 684.03 FEET TO THE SOUTHEASTERLY CORNER OF THAT PARCEL OF LAND DEEDED FROM TOMOKA LAND COMPANY TO THE FLORIDA BOARD OF FORESTRY, AS DESCRIBED IN DEED RECORD 276, PAGE 251, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN NORTH 00°36'19" WEST, ALONG THE EASTERLY LINE OF SAID BOARD OF FORESTRY PARCEL, A DISTANCE OF 90.18 FEET TO AN INTERSECTION WITH A SOUTHERLY LINE OF THAT PARCEL OF LAND DEEDED FROM CONSOLIDATED-TOMOKA LAND CO. TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AS RECORDED IN OFFICIAL RECORDS BOOK 4265, PAGE 2081, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN NORTH 60°20'05" EAST, ALONG SAID BOUNDARY LINE, A DISTANCE OF 682.49 FEET TO A CORNER OF SAID BOUNDARY; THENCE, DEPARTING SAID BOUNDARY LINE, RUN SOUTH 01°28'00" EAST A DISTANCE OF 89.44 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.
AND

PARCEL 44-C
A PORTION OF SECTION 5, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 4" X 4" CONCRETE MONUMENT MARKING THE NORTH ONE-QUARTER CORNER OF SAID SECTION 5; THENCE RUN NORTH 89°34'17" EAST, ALONG THE NORTH LINE OF SAID SECTION 5, A DISTANCE OF 1211.40 FEET TO THE NORTHWESTERLY CORNER OF THAT LAND OWNED BY GEORGE R. RABE AND DESCRIBED IN THAT CERTAIN BOUNDARY LINE AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3554, PAGE 0992, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN SOUTH 01°35'44" EAST, ALONG THE WEST LINE OF THE RABE PARCEL, A DISTANCE OF 850.89 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF THE OLD DAYTONA-DELAND ROAD, AS SHOWN ON THE STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP FOR STATE ROUTE #600, SECTION 79060-2501, REVISION DATED MAY 13, 1960;

THENCE RUN ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID OLD DAYTONA-DELAND ROAD THE FOLLOWING COURSES AND DISTANCES: THENCE RUN SOUTH 62°38'16" WEST A DISTANCE OF 309.90 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE RUN SOUTHERLY AND WESTERLY, ALONG SAID CURVED RIGHT-OF-WAY LINE, HAVING A RADIUS OF 3864.83 FEET, AN ARC DISTANCE OF 438.45 FEET, OR THROUGH A CENTRAL ANGLE OF 06°30'00", HAVING A CHORD DISTANCE OF 438.22 FEET, AND A CHORD BEARING OF SOUTH 59°23'16" WEST, TO THE POINT OF TANGENCY THEREOF; THENCE RUN SOUTH 56°08'16" WEST A DISTANCE OF 316.15 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE RUN SOUTHERLY AND WESTERLY, ALONG SAID CURVED RIGHT-OF-WAY LINE, HAVING A RADIUS OF 5684.65 FEET, AN ARC DISTANCE OF 415.05 FEET, OR THROUGH A CENTRAL ANGLE OF 04°11'00", HAVING A CHORD DISTANCE OF 414.96 FEET, AND A CHORD BEARING OF SOUTH 58°13'46" WEST, TO THE POINT OF TANGENCY THEREOF; THENCE RUN SOUTH 60°19'16" WEST A DISTANCE OF 356.12 FEET; THENCE RUN SOUTH 29°40'44" EAST A DISTANCE OF 12.00 FEET; THENCE RUN SOUTH 60°19'16" WEST A DISTANCE OF 297.04 FEET; THENCE RUN NORTH 01°28'00" WEST A DISTANCE OF 89.44 FEET TO A SOUTHERLY CORNER OF THAT PARCEL OF LAND DEEDED FROM CONSOLIDATED-TOMOKA LAND CO. TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AS RECORDED IN OFFICIAL RECORDS BOOK 4265, PAGE 2081, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN NORTH 01°28'00" WEST, ALONG SAID BOUNDARY LINE, A DISTANCE OF 1819.51 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID SECTION 5; THENCE RUN NORTH 87°34'01" EAST, ALONG SAID NORTH LINE OF SECTION 5, A DISTANCE OF 643.60 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

EXHIBIT B

THIRD PARTY CONTRACTS

[****]

EXHIBIT C

ALLOCATED SALES PRICES[1]

[****]

1 [****]

E X H I B I T D

PERMITTED EXCEPTIONS

[****]

EXHIBIT E

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

[****]

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement the day and year first above written.

Signed, sealed and delivered in the presence of the following witnesses:	**<u>BUYER</u>:**
	________________________________
______________________________________ Printed Name:__________________________	By: ___________________________ Name: _________________________ Title: __________________________
______________________________________ Printed Name: _________________________	

STATE OF______________
COUNTY OF ____________

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization ___ day of _______________ 2021, by __________________________, as _________________ of _____________________, an __________________________, on behalf of the company. Said person is [ ] personally known to me or [ ] has produced ______________________________ as identification.

	______________________________________ Notary Public Signature
[NOTARY SEAL]	
	______________________________________ Typed/Printed Notary Name Commission No.________________________ My Commission Expires:________________

Signed, sealed and delivered in the presence of the following witnesses:

____
Printed Name:____________________

____
Printed Name:____________________

SELLER:

CRISP39 - _ LLC,
a Florida limited liability company

By: CRISP39 SPV LLC,
a Florida limited liability company,
its sole member

By: CTO TRS Crisp39 LLC, a Delaware limited liability company, its Manager

By: CTO Realty Growth, Inc. (f/k/a Consolidated-Tomoka Land Co.),
a Maryland corporation,
its sole member

By: ____________________

Name: __________________

Title: ___________________

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of ____________________ 2021, by _________________________, as ___________________________ of CTO Realty Growth, Inc., (f/k/a Consolidated-Tomoka Land Co.), a Maryland corporation, as sole member of CTO TRS Crisp39 LLC, a Delaware limited liability company, as Manager of CRISP39 SPV LLC, a Florida limited liability company, the sole member of **CRISP39 - _ LLC**, a Florida limited liability company. He [ ] is personally known to me or [ ] has produced _______________________________ as identification.

[NOTARY SEAL]

____
Notary Public Signature

____
Typed/Printed Notary Name
Commission No.______________________
My Commission Expires:_______________

[****]

EXHIBIT F TO CONTRACT FOR SALE AND PURCHASE
[****]

RIGHT OF FIRST REFUSAL AGREEMENT

[****]

Exhibit 31.1

CERTIFICATIONS

I, John P. Albright, certify that:

1. I have reviewed this quarterly report on Form 10-Q of CTO Realty Growth, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 29, 2021

By: /s/ John P. Albright
John P. Albright
President and Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATIONS

I, Matthew M. Partridge, certify that:

1. I have reviewed this quarterly report on Form 10-Q of CTO Realty Growth, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 29, 2021

By: /s/ Matthew M. Partridge
Matthew M. Partridge, Senior Vice President and
Chief Financial Officer and Treasurer
(Principal Financial Officer)

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of CTO Realty Growth, Inc. (the “Company”) on Form 10-Q for the period ended June 30, 2021, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, John P. Albright, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: July 29, 2021

By: /s/ John P. Albright
John P. Albright
President and Chief Executive Officer
(Principal Executive Officer)

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of CTO Realty Growth, Inc. (the “Company”) on Form 10-Q for the period ended June 30, 2021, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Matthew M. Partridge, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: July 29, 2021

By: /s/ Matthew M. Partridge
Matthew M. Partridge, Senior Vice President and
Chief Financial Officer and Treasurer
(Principal Financial Officer)