First Amendment to Memorandum of Agreement

This First Amendment to Memorandum of Agreement (the "First Amendment") executed as of the 6th day of May, 2002, by and between DEERFIELD LAND CORPORATION, a Delaware corporation ("Seller"), whose address for purposes hereof is 14901 South Orange Blossom Trail, Orlando, Florida 32837 and LOWE'S HOME CENTERS, INC., a North Carolina corporation ("Buyer"), whose address for purposes hereof is Highway 268 East Lock, North Wilkesboro, North Carolina 28659.

WITNESSETH:

A. Seller and Buyer did make and enter into that certain Signalization and Road Development Agreement dated as of November 30, 2001 (the "Road Agreement"); as amended by that certain First Amendment to Signalization and Road Development Agreement dated April 11, 2002 (the "First Amendment") (the "Road Agreement" and the "First Amendment" are hereinafter collectively referred to as the "Agreement").

B. Seller and Buyer recorded a memorandum of the Agreement in Official Records Book 2033, Page 1890, of the Public Records of Osceola County, Florida (the "Memorandum").

C. Seller and Buyer entered into a Second Amendment to Signalization and Road Development Agreement dated May 6, 2002 (the "Second Amendment"), which modifies the terms of the Agreement.

D. Seller and Buyer desire to record this First Amendment to the Memorandum of Agreement to notify third parties of the revisions to the Agreement and Memorandum incorporated by the Second Amendment as more particularly set forth herein.

NOW THEREFORE, in consideration of the covenants and conditions set forth therein, Buyer and Seller do hereby state as follows:

1. The foregoing recitals are hereby incorporated by reference as though fully set forth herein.
2. Paragraph 2 of the Memorandum is hereby amended and restated in its entirety to read as follows: "The Road Area, the Road Area Storm Water Management System and the Traffic Signalization System shall be designed, planned and permitted by Seller and constructed by Seller, all pursuant to terms and conditions set forth in the Agreement, as amended. Buyer has the right, under certain circumstances more particularly described in the Agreement, as amended, to take over the Improvement Work".

3. Paragraph 5 of the Memorandum is hereby deleted in its entirety.

4. The sole purpose of this First Amendment is to give notice of the material changes to the Agreement incorporated by the Second Amendment as if the Agreement, as amended, was fully set forth herein. This First Amendment to Memorandum shall not modify in any manner the terms, conditions or intent of the Agreement, as amended, and the parties agree that this First Amendment to Memorandum is not intended nor shall it be used to interpret the Agreement, as amended, or determine the intent of the Parties under the Agreement, as amended.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Memorandum to be executed by the respective officers duly authorized so to do on the day and year first above written, for the purpose of providing an instrument for recording.

Witnesses as to Seller:

Deerfield Land Corporation, a Delaware corporation

By: Thomas M. Roehl

As its: Vice President

CL 2002102570
OR 2065/1393

STATE OF FLORIDA )
County of Orange ) SS:

Before me, the undersigned authority, personally appeared Thomas M. Roehl, who is personally known to me or who produced FL Driver's License as identification, and he acknowledged before me that he executed the foregoing instrument, and he did take an oath, as Vice President, of Deerfield Land Corporation, a Delaware corporation, on behalf of the corporation, this day of June 7, 2002.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
Print Name of Notary: Patrice A. Talbott
My Commission Expires: 3/10/03

[Signatures continued on following page]
Anna H. Miller
Print Name: Anna H. Miller
Stephanie Fuller
Print Name: Stephanie Fuller

Low's Home Centers, Inc., a North Carolina corporation.

By: David E. Shelton
Print Name: David E. Shelton
As Its: SENIOR VICE PRESIDENT

STATE OF NC
COUNTY OF Wilkes

Before me, the undersigned authority, personally appeared David E. Shelton, who is personally known to me or who produced identification as identification, and he acknowledged before me that he executed the foregoing instrument, and he did take an oath, as Sr. Vice President and of Lowe's Home Centers, Inc., a North Carolina corporation, on behalf of the corporation, this 16th day of May, 2002.

Minnie Sue Millsaps
NOTARY PUBLIC, STATE OF
Print Name of Notary: Minnie Sue Millsaps
My Commission Expires: 5/26/2002

STATE OF FLORIDA - COUNTY OF ORANGE
I HEREBY CERTIFY that this is a copy of the document as recorded in this office.
MARISA O. HAYNIE, COUNTY COMPTROLLER
By: Valerie Hawes
Dated: 6/13/02