
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K/A

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

Date of report (date of earliest event reported): November 30, 2015

**WHEELER REAL ESTATE INVESTMENT
TRUST, INC.**

(Exact name of registrant as specified in its charter)

Maryland
(State or Other Jurisdiction
of Incorporation)

001-35713
(Commission
File Number)

45-2681082
(IRS Employer
Identification No.)

**2529 Virginia Beach Blvd., Suite 200
Virginia Beach, VA 23452**

Registrant's telephone number, including area code: (757) 627-9088

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligations of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

The information set forth in Item 3.02 regarding the Ninth Amendment (as defined in Item 3.02) is incorporated herein by reference.

There is no material relationship between the Wheeler Parties (as defined in Item 3.02) and their affiliates and any of the Sellers (as defined in Item 3.02).

ITEM 3.02 UNREGISTERED SALES OF EQUITY SECURITIES.

On December 2, 2015, Wheeler Real Estate Investment Trust, Inc. ("Company") filed a Form 8-K to report that on November 30, 2015, the Company, through WHLR-ACD Acquisition Company, LLC, a Delaware limited liability company ("WHLR-ACD Acquisition Company") and a wholly-owned subsidiary of Wheeler REIT, L.P., a Virginia limited partnership ("Wheeler REIT" and together with the Company and WHLR-ACD Acquisition Company the ("Wheeler Parties") of which the Company is the sole general partner, entered into a Purchase and Sale Agreement ("Purchase Agreement") as buyer, with A-C Development Club, LLC ("A-C Development"), A-C Financing, LLC, Litchfield Shops Financing, LLC, Ladson Crossing Financing, LLC, Devine Center Financing, LLC and Shoppes at Myrtle Park, LLC, all of which are South Carolina limited liability companies, as sellers ("Sellers"), for the purchase of 14 retail shopping centers located in Georgia and South Carolina, commonly known as the AC Portfolio, for the sales price of Seventy One Million and 00/100 Dollars (\$71,000,000.00). The Purchase Agreement was amended by that certain First Amendment to Purchase and Sale Agreement dated December 7, 2015, that certain Second Amendment to Purchase and Sale Agreement dated December 29, 2015, that certain Third Amendment to Purchase and Sale Agreement dated January 8, 2016, that certain Fourth Amendment to Purchase and Sale Agreement dated February 5, 2016, that certain Fifth Amendment to Purchase and Sale Agreement dated February 11, 2016, that certain Sixth Amendment to Purchase and Sale Agreement dated February 29, 2016, that certain Seventh Amendment to Purchase and Sale Agreement dated March 7, 2016 and that certain Eight Amendment to Purchase and Sale Agreement dated March 16, 2016 (collectively "Non-Material Amendments"). The Non-Material Amendments addressed non-material customary terms such as closing conditions and due diligence items, but did not amend or add any material terms.

The foregoing descriptions of the terms of the Non-Material Amendments are qualified in their entirety by reference to the Non-Material Amendments, filed as Exhibits 99.1 through 99.8 hereto and incorporated herein by reference.

Pursuant to the Ninth Amendment to Purchase and Sale Agreement, dated as of March 30, 2016 (the "Ninth Amendment"), WHLR-ACD Acquisition Company and the Sellers amended the Purchase Agreement. Pursuant to the Ninth Amendment, the Company and Wheeler REIT were added as parties to the Purchase Agreement, and Two Million and 25/100 Dollars (\$2,000,000.25) of the Seventy One Million and 00/100 Dollars (\$71,000,000.00) sales price will be comprised of 888,889 common units of limited partnership interests in Wheeler REIT (the "Common Units") valued at \$2.25 per Common Unit by the parties. The Common Units are to be issued to A-C Development. The Ninth Amendment amended no other material terms of the Purchase Agreement. The Common Units to be issued to A-C Development represent, in the aggregate, 1.98% of the issued and outstanding Common Units of Wheeler REIT. Upon the expiration of 12 months after the date the Common Units are issued, the Common Units are redeemable for cash equal to the then-current market value of one share of the Company's common stock, par value \$0.01 per share (the "Common Stock") or, at the Company's option, one share of the Company's Common Stock. Wheeler REIT will not receive any proceeds from the issuance of the Common Units. The issuance of the Common Units is exempt from registration pursuant to the exemption provided by Rule 506 of Regulation D under the Securities Act of 1933, as amended. Pursuant to the Ninth Amendment, the Company expects to close the A-C Portfolio transaction and issue the Common Units on or before April 12, 2016.

The foregoing description of the terms of the Ninth Amendment, is qualified in its entirety by reference to the Ninth Amendment, filed as Exhibit 10.1 hereto and incorporated herein by reference.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.

- (a) Financial statement of businesses acquired.

Not applicable.

- (b) Pro forma financial information.

Not applicable.

- (c) Shell company transactions.

Not Applicable.

(d) Exhibits.

- 10.1 Ninth Amendment to Purchase and Sale Agreement, by and among WHLR-ACD Acquisition Company, WHLR REIT, L.P., Wheeler Real Estate Investment Trust, Inc. and the Sellers.
- 99.1 First Amendment to Purchase and Sale Agreement dated December 7, 2015.
- 99.2 Second Amendment to Purchase and Sale Agreement dated December 29, 2015.
- 99.3 Third Amendment to Purchase and Sale Agreement dated January 8, 2016.
- 99.4 Fourth Amendment to Purchase and Sale Agreement dated February 5, 2016.
- 99.5 Firth Amendment to Purchase and Sale Agreement dated February 11, 2016.
- 99.6 Sixth Amendment to Purchase and Sale Agreement dated February 29, 2016.
- 99.7 Seventh Amendment to Purchase and Sale Agreement dated March 7, 2016.
- 99.8 Eighth Amendment to Purchase and Sale Agreement dated March 16, 2016.

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

WHEELER REAL ESTATE INVESTMENT TRUST,
INC.

By: /s/ Jon S. Wheeler
Jon S. Wheeler
Chairman and Chief Executive Officer

Dated: March 31, 2016

EXHIBIT INDEX

<u>Number</u>	<u>Description of Exhibit</u>
10.1	Ninth Amendment to Purchase and Sale Agreement, by and among WHLR-ACD Acquisition Company, WHLR REIT, L.P., Wheeler Real Estate Investment Trust, Inc. and the Sellers.
99.1	First Amendment to Purchase and Sale Agreement dated December 7, 2015.
99.2	Second Amendment to Purchase and Sale Agreement dated December 29, 2015.
99.3	Third Amendment to Purchase and Sale Agreement dated January 8, 2016.
99.4	Fourth Amendment to Purchase and Sale Agreement dated February 5, 2016.
99.5	Fifth Amendment to Purchase and Sale Agreement dated February 11, 2016.
99.6	Sixth Amendment to Purchase and Sale Agreement dated February 29, 2016.
99.7	Seventh Amendment to Purchase and Sale Agreement dated March 7, 2016.
99.8	Eighth Amendment to Purchase and Sale Agreement dated March 16, 2016.

NINTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS NINTH AMENDMENT TO PURCHASE AND SALE AGREEMENT (“Ninth Amendment”) is made effective as of March 30, 2016, by and between A-C DEVELOPMENT CLUB, LLC, a South Carolina limited liability company, A-C FINANCING, LLC, a South Carolina limited liability company, LITCHFIELD SHOPS FINANCING, LLC, a South Carolina limited liability company, LADSON CROSSING FINANCING, LLC, a South Carolina limited liability company, DEVINE CENTER FINANCING, LLC, a South Carolina limited liability company, and SHOPPES AT MYRTLE PARK, LLC, a South Carolina limited liability company (collectively referred to herein as “Seller”) WHLR-ACD ACQUISITION COMPANY, LLC, a Delaware limited liability company (“Purchaser”), WHEELER REIT, L.P., a Virginia limited partnership (the “Partnership”), and WHEELER REAL ESTATE INVESTMENT TRUST, INC., a Maryland corporation (the “REIT”, and together with Purchaser and the Partnership, collectively, “WHLR”).

RECITALS:

WHEREAS, Seller and Purchaser previously entered into that certain Purchase and Sale Agreement, dated November 30, 2015, as amended by that certain First Amendment to Purchase and Sale Agreement dated December 7, 2015, that certain Second Amendment to Purchase and Sale Agreement dated December 29, 2015, that certain Third Amendment to Purchase and Sale Agreement dated January 8, 2016, that certain Fourth Amendment to Purchase and Sale Agreement dated February 5, 2016, that certain Fifth Amendment to Purchase and Sale Agreement dated February 11, 2016, that certain Sixth Amendment to Purchase and Sale Agreement dated February 29, 2016, that certain Seventh Amendment to Purchase and Sale Agreement dated March 7, 2015, and that certain Eighth Amendment to Purchase and Sale Agreement dated March 16, 2016 (as amended, the “Contract”) for the sale of the Property as defined in the Contract, located in South Carolina and Georgia;

WHEREAS, Purchaser and Seller desire to amend the Contract as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt of which is hereby acknowledged, Purchaser and Seller hereby undertake and agree as follows:

1. **Defined Terms**. Terms defined in the Contract shall have the same meanings in this Ninth Amendment unless specifically codified herein.

2. **Addition of Partnership and REIT as Parties to the Contract**. The Partnership and the REIT are added as parties to the Contract.

3. **April Excess Rent Payment**. The parties acknowledge that Greenbax Enterprises, Inc. (“GBX”) is the managing member of A-C Development Club, LLC. Certain wholly-owned subsidiaries of GBX (the “Subsidiaries”) are tenants under the Leases. A material consideration to GBX’s consent to the transactions contemplated by the Contract is the Subsidiary’s relief from the differential in rent being paid by the Subsidiaries under the Leases over subrent being paid to the Subsidiaries by the Subsidiaries’ subtenants. In order to obtain GBX’s consent to this amendment, which among other things, extends the outside Closing Date, Purchaser agrees that on March 31, 2016 that it will pay to Seller \$30,076.42 (the “Excess Rent Payment”) by wire transfer of immediately available funds, which Excess Rent Payment shall be credited against the Subsidiaries April rent obligations to Seller. On the Closing Date, the Excess Rent Payment shall be pro-rated along with all other rent payments under the Leases and credited to Purchaser to the extent required under Section 10 of the Contract. Provided Purchaser has not defaulted under the Contract, if closing does not occur, the Excess Rent Payment shall be promptly returned by Seller to Purchaser.

4. **Purchase Price and Terms of Payment**. Section 2 (A) of the Contract is deleted in its entirety and the following is substituted in its place:

“2. A. The purchase price (the “**Purchase Price**”) for the Property shall be comprised of (a) Sixty-Nine Million and 00/100 Dollars (\$69,000,000) paid on the Closing Date by Federal funds wire transfer, in United States dollars and (b) 888,889 partnership common units (each a “**Unit**,” and, collectively, the “**Units**”) of the Partnership delivered on the Closing Date. The parties agree that the Purchase Price is allocated amongst the individual shopping centers that comprise the Property as set forth on **Exhibit “C”**. In addition, **Exhibit “C”** allocates the Purchase Price among the several entities collectively comprising Seller.”

5. **Addition of the Partnership and the REIT to the Representations and Warranties made by Purchaser**. Section 6 of the Contract is amended by replacing the term “Purchaser” with the term “WHLR” each place such term is contained within Section 6.

6. **Closing**. Section 9. A. of the Contract is deleted in its entirety and the following is substituted in its place:

“9. A. Unless this Contract is terminated by Purchaser or Seller as herein provided, the closing hereunder (the “Closing”) shall be conducted in escrow by the Escrow Agent on or before April 12th, 2016.”

7. **Closing**. Section 9.C.1 of the Contract is deleted in its entirety and the following is substituted in its place:

“The Units and cash, wire transfer or other immediately available funds payable to Seller in the allocated amount of the funds at Closing, as specified in Section 2.A. herein.”

8. **Subscription Agreement**. Section 9 of the Contract is hereby amended by adding the following section 9.D. as follows:

“9. D. At Closing, in addition to any other documents required to be delivered under the terms of this Contract, A-C Development Club, LLC, a South Carolina limited liability company, shall enter into (a) that certain Subscription Agreement (the “**Subscription Agreement**”) attached hereto as **Exhibit “C-1”** with the Partnership and (b) that certain Registration Rights Agreement (the “**Registration Rights Agreement**”) attached hereto as **Exhibit “C-2”** with the REIT. All representations and warranties of the Partnership, the REIT and Seller made in **Exhibits “C-1”** and “**C-2**” are hereby incorporated herein by reference and shall be deemed to be representations and warranties under this Contract. At Closing, the Partnership shall execute and deliver the Subscription Agreement and the REIT shall execute and deliver the Registration Rights Agreement.”

9. **Recording Fees**. The first sentence of Section 10 (D) (i) is hereby deleted in its entirety and the following is substituted in its place:

“Purchaser shall pay One Hundred Twenty Five Thousand and 00/100 Dollars (\$125,000.00) of all transfer and recording taxes or charges on the deeds conveying the Real Property; the Seller shall pay all remaining transfer and recording taxes or charges on the deeds conveying the Real Property.”

10. **Execution by Facsimile/Counterparts**. Execution of this instrument may be evidenced by facsimile signature which shall be deemed an original for all purposes. To facilitate execution, this Ninth Amendment may be executed in as many counterparts as may be required; and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement.

11. **Contract Remains in Effect**. Subject to the specific amendments and agreements set forth in this Ninth Amendment, the Contract shall remain in full force and effect without modification.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Ninth Amendment to be signed as of the date first above written.

SELLER:

A-C DEVELOPMENT CLUB, LLC

By: Greenbax Enterprises, its Managing Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

A-C FINANCING, LLC

By: A-C Manager, its Manager

By: /s/ William A. Edenfield, Jr.

Name: William A. Edenfield, Jr.

Title: Senior Vice President

LITCHFIELD SHOPS FINANCING, LLC

By: A-C Development Club, LLC, its Member

By: Greenbax Enterprises, Inc., its Managing Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

LADSON CROSSING FINANCING, LLC

By: A-C Development Club, LLC, its Member

By: Greenbax Enterprises, Inc., its Managing Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

DEVINE CENTER FINANCING, LLC

By: A-C Development Club, LLC, its Member

By: Greenbax Enterprises, Inc., its Managing
Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

SHOPS AT MYRTLE PARK, LLC

By: A-C Development Club, LLC, its Member

By: Greenbax Enterprises, Inc., its Managing
Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

PURCHASER:

WHLR-ACD ACQUISITION COMPANY, LLC

By: /s/ Jon. S. Wheeler

Name: Jon S. Wheeler

Title: Manager

Wheeler REIT, L.P., a Virginia limited partnership

By: Wheeler Real Estate Investment Trust, Inc. a
Maryland corporation, its general partner

By: /s/ Jon. S. Wheeler

Jon S. Wheeler

Chief Executive Officer and CEO

Wheeler Real Estate Investment Trust, Inc. a Maryland
corporation

/s/ Jon. S. Wheeler

By: Jon S. Wheeler, CEO and Chief Executive Officer

EXHIBIT "C"

Individual Property Values

<u>Property</u>	<u>Purchase Price/Value</u>
Darien Center	\$ 2,200,000
Devine Street Center	\$ 3,000,000
Folly Road Crossing	\$ 8,500,000
Georgetown Shopping Center	\$ 2,850,000
Ladson Crossing	\$ 7,000,000
Lake Greenwood Crossing	\$ 4,300,000
Lake Murray Shopping Center	\$ 3,500,000
Litchfield Market Village	\$ 10,500,000
Shoppes at Litchfield	\$ 1,300,000
Moncks Corner	\$ 2,350,000
South Park Shopping Center (Mullins)	\$ 4,900,000
Shoppes at Myrtle Park (Bluffton)	\$ 11,250,000
Ridgeland Center	\$ 1,500,000
South Lake Pointe	\$ 4,750,000
St. Matthews Shopping Center	\$ 3,100,000
	\$
Total	\$ 71,000,000*

* Includes 888,889 Units valued at \$2.25 per Unit. The Units shall be allocated across the Properties owned by A-C Development Club, LLC in proportion to such Properties' respective Values, unless the cash portion of the Purchase Price allocated to a Property is less than the balance of the debt secured by a mortgage thereon. In such a case there shall be an equitable adjustment of the allocation such that the cash portion of the Purchase Price allocated to such Property is equal to the balance of the debt secured by a mortgage thereon.

Allocation of Purchase Price

<u>Seller</u>	<u>Purchase Price/Value</u>
A-C Development Club, LLC	\$ 30,250,000 888,889 Units
A-C Financing, LLC	\$ 16,200,000
Devine Center Financing, LLC	\$ 3,000,000
Ladson Crossing Financing, LLC	\$ 7,000,000
Lichfield Shops Financing, LLC	\$ 1,300,000
Shops at Myrtle Park, LLC	\$ 11,250,000

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (the "Amendment") is made as of December 7, 2015 by and among A-C DEVELOPMENT CLUB, LLC, a South Carolina limited liability company, A-C FINANCING, LLC, a South Carolina limited liability company, LITCHFIELD SHOPS FINANCING, LLC, a South Carolina limited liability company, LADSON CROSSING FINANCING, LLC, a South Carolina limited liability company, DEVINE CENTER FINANCING, LLC, a South Carolina limited liability company, and SHOPPES AT MYRTLE PARK, LLC, a South Carolina limited liability company (collectively referred to herein as "Seller"), and WHLR-ACD ACQUISITION COMPANY, LLC a Delaware limited liability company, (the "Purchaser").

WITNESSETH

WHEREAS, Purchaser and Seller are parties to that certain Purchase and Sale Agreement with an Effective Date of November 30, 2015 (the "Agreement") concerning the purchase and sale of certain properties located in South Carolina and Georgia, as the same are more particularly described in the Agreement; and

WHEREAS, Purchaser and Seller now desire to modify and amend certain provisions of the Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Seller hereby agree as follows:

1. Amendment. Exhibit "B" to the Agreement, which is a rent roll setting forth all Leases of portions of the Real Property, is hereby deleted in its entirety and replaced with the Exhibit "B" attached hereto.

2. Defined Terms. Any undefined capitalized terms in this Amendment shall have the same meanings as set forth in the Agreement, unless otherwise defined herein.

3. Confirmation. Except as specifically modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect, and are hereby ratified and confirmed by Purchaser and Seller.

4. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile or electronic (email) copies of the signature pages to this Amendment shall be deemed to be originals for all purposes of this Amendment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment under seal to be effective as of the date first above written.

PURCHASER:

WHLR-ACD ACQUISITION COMPANY, LLC

By: /s/ Jon. S. Wheeler

Jon S. Wheeler, its Manager

[Signatures Continue on the Next Page]

SELLER:

A-C DEVELOPMENT CLUB, LLC

By: Greenbax Enterprises, Inc., its Managing Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

A-C FINANCING, LLC

By: A-C Manager, its Manager

By: /s/ William A. Edenfield, Jr.

Name: William A. Edenfield, Jr.

Title: Senior Vice President

LITCHFIELD SHOPS FINANCING, LLC

By: A-C Development Club, LLC, its Member

By: Greenbax Enterprises, Inc., its Managing
Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

[Signatures Continue on the Next Page]

LADSON CROSSING FINANCING, LLC

By: A-C Development Club, LLC, its Member

By: Greenbax Enterprises, Inc., its Managing
Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

DEVINE CENTER FINANCING, LLC

By: A-C Development Club, LLC, its Member

By: Greenbax Enterprises, Inc., its Managing
Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

SHOPPES AT MYRTLE PARK, LLC

By: A-C Development Club, LLC, its Member

By: Greenbax Enterprises, Inc., its Managing
Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT ("Second Amendment") is made effective as of December 29, 2015, by and between A-C DEVELOPMENT CLUB, LLC, a South Carolina limited liability company, A-C FINANCING, LLC, a South Carolina limited liability company, LITCHFIELD SHOPS FINANCING, LLC, a South Carolina limited liability company, LADSON CROSSING FINANCING, LLC, a South Carolina limited liability company, DEVINE CENTER FINANCING, LLC, a South Carolina limited liability company, and SHOPPES AT MYRTLE PARK, LLC, a South Carolina limited liability company, (collectively referred to herein as "Seller") and WHLR-ACD ACQUISITION COMPANY, LLC, a Delaware limited liability company ("Purchaser").

RECITALS:

WHEREAS, Seller and Purchaser previously entered into that certain Purchase and Sale Agreement, dated November 30, 2015, as amended by that certain First Amendment to Purchase and Sale Agreement dated December 7, 2015 (as amended, the "Contract") for the sale of the Property as defined in the Contract, located in South Carolina and Georgia;

WHEREAS, Purchaser and Seller desire to amend the Contract as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt of which is hereby acknowledged, Purchaser and Seller hereby undertake and agree as follows:

1. Defined Terms. Terms defined in the Contract shall have the same meanings in this Second Amendment unless specifically codified herein.

2. Inspection Period. The first sentence of Section 3 (A) of the Contract is deleted in its entirety and the following is substituted in its place:

"A. At all times during the period commencing on the Effective Date and terminating on January 8, 2016, at 12:01 PM E. S. T., (the "Review Period"), Purchaser, its agents, employees, representatives and contractors, at Purchaser's sole cost and expense, shall have the rights:"

3. Closing. Section 9 (A) of the Contract is deleted in its entirety and the following is substituted in its place:

"9. A. Unless this Contract is terminated by Purchaser or Seller as herein provided, the closing hereunder (the "Closing") shall be conducted in escrow by the Escrow Agent on or before February 8, 2016 (the "Closing Date")."

4. Execution by Facsimile/Counterparts. Execution of this instrument may be evidenced by facsimile signature which shall be deemed an original for all purposes. To facilitate execution, this Second Amendment may be executed in as many counterparts as may be

required; and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement.

5. Contract Remains in Effect. Subject to the specific amendments and agreements set forth in this Second Amendment, the Contract shall remain in full force and effect without modification.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Second Amendment to be signed as of the date first above written.

SELLER:

A-C DEVELOPMENT CLUB, LLC

By: Greenbax Enterprises, Inc., its Managing Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

A-C FINANCING, LLC

By: A-C Manager, its Manager

By: /s/ William A. Edenfield, Jr.

Name: William A. Edenfield, Jr.

Title: Senior Vice President

LITCHFIELD SHOPS FINANCING, LLC

By: A-C Development Club, LLC, its Member

By: Greenbax Enterprises, Inc., its Managing
Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

LADSON CROSSING FINANCING, LLC

By: A-C Development Club, LLC, its Member

By: Greenbax Enterprises, Inc., its Managing
Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

DEVINE CENTER FINANCING, LLC

By: A-C Development Club, LLC, its Member

By: Greenbax Enterprises, Inc., its Managing
Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

SHOPPES AT MYRTLE PARK, LLC

By: A-C Development Club, LLC, its Member

By: Greenbax Enterprises, Inc., its Managing
Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

PURCHASER:
WHLR-ACD Acquisition Company, LLC,
a Delaware limited liability company

By: /s/ Jon. S. Wheeler
Jon S. Wheeler
Its Manager

THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT (“Third Amendment”) is made effective as of January 8, 2016, by and between A-C DEVELOPMENT CLUB, LLC, a South Carolina limited liability company, A-C FINANCING, LLC, a South Carolina limited liability company, LITCHFIELD SHOPS FINANCING, LLC, a South Carolina limited liability company, LADSON CROSSING FINANCING, LLC, a South Carolina limited liability company, DEVINE CENTER FINANCING, LLC, a South Carolina limited liability company, and SHOPPES AT MYRTLE PARK, LLC, a South Carolina limited liability company, (collectively referred to herein as “Seller”) and WHLR-ACD ACQUISITION COMPANY, LLC, a Delaware limited liability company (“Purchaser”).

RECITALS:

WHEREAS, Seller and Purchaser previously entered into that certain Purchase and Sale Agreement, dated November 30, 2015, as amended by that certain First Amendment to Purchase and Sale Agreement dated December 7, 2015, as further amended by that certain Second Amendment to Purchase and Sale Agreement dated December 29, 2015 (as amended, the “Contract”) for the sale of the Property as defined in the Contract, located in South Carolina and Georgia;

WHEREAS, Purchaser and Seller desire to amend the Contract as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt of which is hereby acknowledged, Purchaser and Seller hereby undertake and agree as follows:

1. Defined Terms. Terms defined in the Contract shall have the same meanings in this Third Amendment unless specifically codified herein.
2. Waiver of Right to Terminate Pursuant to Section 3 of the Contract. Pursuant to Section 3(B) of the Contract, Purchaser hereby notifies Seller of the waiver of the right to terminate the Contract pursuant to its review of the items as set forth in Section 3 of the Contract.
3. Title. The second and third sentences of Section 4 (A) of the Contract are deleted in their entirety and the following is substituted in its place:

“Upon the receipt of the Title Commitment and Survey, Purchaser shall review all such information and shall no later than January 18, 2016 furnish a copy of the Title Commitment and Survey to Seller together with a statement as to which exceptions shown on the Title Commitment or matters on the Survey are unacceptable to Purchaser (the “Title Objection(s)”). If Purchaser fails to deliver such notice of Title Objections to Seller by January 18, 2016, then Purchaser shall be deemed to have found title unacceptable in all respects and this Contract shall be deemed terminated by Purchaser, Purchaser shall immediately return to Seller any documents, plans, studies or other materials related to the Property that were provided by Seller to Purchaser, and shall provide Seller with copies of any reports generated by Purchaser in

the exercise of its inspection rights under Section 3, the Deposit shall be returned to Purchaser and the Seller and Purchaser shall have no further responsibility to each other under this Contract; provided, however, the indemnity contained in Section 3 (A) and Section 15 herein shall survive such termination. ”

4. Closing. Section 9 (A) of the Contract is deleted in its entirety and the following is substituted in its place:

“9. A. Unless this Contract is terminated by Purchaser or Seller as herein provided, the closing hereunder (the “Closing”) shall be conducted in escrow by the Escrow Agent on or before February 15, 2016 (the “Closing Date”).”

5. SNDA / Estoppel Review. A new section 23 is added to the Contract which reads as follows:

“23. SNDA / Estoppel Review. Seller will complete Estoppel Certificates (including if applicable Guarantee Estoppels) for delivery to each tenant and SNDAs for delivery to each tenant from whom an SNDA is required pursuant to Section 8(a)(I) above. Seller shall provide Purchaser with a copy of each such completed Estoppel Certificate (and Guarantee Estoppel) and SNDA prior to delivery to the applicable tenant for Purchaser’s review and comment, which delivery shall be accomplished by putting such completed documents in the dropbox established by Seller. Purchaser shall provide comment to each such document no later than three (3) business days after it is deposited in the dropbox, or such document shall be deemed approved. If any such document has been deposited in the dropbox on or before January 8, 2016, Purchaser shall provide comment to such document(s) no later than Wednesday January 13, 2016, or such document(s) shall be deemed approved.”

6. Execution by Facsimile/Counterparts. Execution of this instrument may be evidenced by facsimile signature which shall be deemed an original for all purposes. To facilitate execution, this Third Amendment may be executed in as many counterparts as may be required; and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement.

7. Contract Remains in Effect. Subject to the specific amendments and agreements set forth in this Third Amendment, the Contract shall remain in full force and effect without modification.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Third Amendment to be signed as of the date first above written.

SELLER:

A-C DEVELOPMENT CLUB, LLC

By: Greenbax Enterprises, Inc., its Managing Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

A-C FINANCING, LLC

By: A-C Manager, its Manager

By: /s/ William A. Edenfield, Jr.

Name: William A. Edenfield, Jr.

Title: Senior Vice President

LITCHFIELD SHOPS FINANCING, LLC

By: A-C Development Club, LLC, its Member

By: Greenbax Enterprises, Inc., its Managing
Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

LADSON CROSSING FINANCING, LLC

By: A-C Development Club, LLC, its Member

By: Greenbax Enterprises, Inc., its Managing
Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

DEVINE CENTER FINANCING, LLC

By: A-C Development Club, LLC, its Member

By: Greenbax Enterprises, Inc., its Managing
Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

SHOPPES AT MYRTLE PARK, LLC

By: A-C Development Club, LLC, its Member

By: Greenbax Enterprises, Inc., its Managing
Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

PURCHASER:
WHLR-ACD Acquisition Company, LLC,
a Delaware limited liability company

By: /s/ Jon. S. Wheeler
Jon S. Wheeler
Its Manager

FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT (“Fourth Amendment”) is made effective as of February 5 2016, by and between A-C DEVELOPMENT CLUB, LLC, a South Carolina limited liability company, A-C FINANCING, LLC, a South Carolina limited liability company, LITCHFIELD SHOPS FINANCING, LLC, a South Carolina limited liability company, LADSON CROSSING FINANCING, LLC, a South Carolina limited liability company, DEVINE CENTER FINANCING, LLC, a South Carolina limited liability company, and SHOPPES AT MYRTLE PARK, LLC, a South Carolina limited liability company, (collectively referred to herein as “Seller”) and WHLR-ACD ACQUISITION COMPANY, LLC, a Delaware limited liability company (“Purchaser”).

RECITALS:

WHEREAS, Seller and Purchaser previously entered into that certain Purchase and Sale Agreement, dated November 30, 2015, as amended by that certain First Amendment to Purchase and Sale Agreement dated December 7, 2015, as amended by that certain Second Amendment to Purchase and Sale Agreement dated December 29, 2015, and as amended by that certain Third Amendment to Purchase and Sale Agreement dated January 8, 2016 (as amended, the “Contract”) for the sale of the Property as defined in the Contract, located in South Carolina and Georgia;

WHEREAS, Purchaser and Seller desire to amend the Contract as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt of which is hereby acknowledged, Purchaser and Seller hereby undertake and agree as follows:

1. Defined Terms. Terms defined in the Contract shall have the same meanings in this Fourth Amendment unless specifically codified herein.

2. Additional Conditions. The following is added to the Contract as Section 8 (a) (K), Section 8 (a) (L), Section 8 (a) (M), Section 8 (a) (N), and Section 8 (a) (O):

“(K) Seller will deliver to Purchaser, prior to Closing, duly executed originals of assignment and assumption of leases from Piggly Wiggly Carolina Company, Inc. or Piggly Wiggly Holdings LLC (collectively, “PW Tenants”) to Purchaser, in the form attached hereto as Exhibit “J”, for any lease made and entered into by and between PW Tenants and Seller, and any sublease made and entered into by PW Tenants, as sublessor, with Bi-Lo, Piggly Wiggly Georgetown, Inc., Gillis Enterprises, LLC, DGM’s Devine Street Foods, LLC, L & R Sherman, LLC and Lowcountry Grocers, LLC, as sublessees at the following individual shopping centers: Darien Centre, Lake Greenwood Crossing, Lake Murray Shopping Center, Shoppes at Myrtle Park, Georgetown Shopping Center, South Lake Pointe, Devine Street Center, Ridgeland Center and Moncks Corner. Seller shall also deliver to Purchaser, prior to Closing, duly executed originals of amendments to any lease made and entered into by and between PW Tenants and Seller, in form reasonably satisfactory to Purchaser, whereby the PW Tenants and Seller agree that such leases do not merge with any applicable sublease upon execution of certain assignments of leases to Purchaser by Seller.

(L)

(i) Seller will deliver to Purchaser, prior to Closing, a duly executed original of an estoppel certificate (“Litchfield REA Estoppel”) from Litchfield Holdings, LLC or its successors or assigns which is subject to the Declaration of Special Use Covenants and Restrictions for Architectural Review and Covenants for Operation and Maintenance recorded at Book 820, Page 308 (the “Litchfield Restrictive Agreement”) in the form attached hereto as Exhibit “K”, by which The Litchfield Company or its successor or assigns which is/are subject to the Litchfield Restrictive Agreement shall certify that the Litchfield Restrictive Agreement is in full force and effect, has not been modified or amended in any way, and to the best knowledge of the party giving the estoppel, the Seller is not in default under the Litchfield Restrictive Agreement and all amounts, if any, owing under the Litchfield Restrictive Agreement have been paid in full by Seller.

(ii) Seller will deliver to Purchaser, prior to Closing, a duly executed original in recordable form of an amendment to the Litchfield Restrictive Agreement executed by Litchfield Holdings, LLC, or its successors or assigns, and Seller in the form attached hereto as Exhibit “L” (the “Litchfield REA Amendment”).

(M) Seller will deliver to Purchaser, prior to Closing, a duly executed original signed by all parties of the agreement concerning Moncks Corner attached hereto as Exhibit “M” (the “Moncks Corner Agreement”), along with duly executed originals of all agreements, estoppels, and SNDAs referenced in the Moncks Corner Agreement.

(N) Seller will deliver to Purchaser, prior to Closing, a duly executed original sublease amendment in form reasonably satisfactory to Purchaser by which each of the subtenants at Darien Centre, Lake Greenwood Crossing, Lake Murray Shopping Center, Shoppes at Myrtle Park, Georgetown Shopping Center, South Lake Pointe, Devine Street Center, Ridgeland Center and Moncks Corner agree that each master lease and each sublease shall not merge upon execution of each master lease assignment by and between Seller and Purchaser and each sublease assignment by and between Purchaser and sublandlords therein

(O) Prior to Closing, and immediately before the assignment of such lease pursuant to Section 8 (a) (K) of this Contract, A-C Development Club, LLC and Piggly Wiggly Carolina Company, Inc., and Piggly Wiggly Georgetown, Inc. as landlord, tenant and subtenant, respectively, shall cause the master lease for Georgetown, SC to be amended, in the form attached hereto as Exhibit “N”, in order to correct certain scrivener’s errors in such lease.”

3. Modification of Effect of Failure of Condition. The first full paragraph on page 15 of the Contract is deleted and the following is substituted in its place:

“With respect to the conditions set forth in Subsections (I), (J), (K), (L) & (N) in the event any such conditions are not satisfied by the Closing Date, Purchaser may either (i)

unilaterally modify this Contract to exclude the shopping center(s) to which the unsatisfied condition relates with a corresponding reduction in the Purchase Price based on the allocations set forth on Exhibit "C", in which case Purchaser shall proceed to Closing on the remaining shopping centers and immediately return to Seller any documents, plans, studies or other materials related to the excluded Property that were provided by Seller to Purchaser, and shall provide Seller with copies of any reports generated by Purchaser with respect to the excluded Property in the exercise of its inspection rights under Section 3, (ii) terminate this Contract, in which case the Deposit together with accrued interest shall be paid to the Purchaser, the Purchaser shall immediately return to Seller any documents, plans, studies or other materials related to the Property that were provided by Seller to Purchaser, and shall provide Seller with copies of any reports generated by Purchaser in the exercise of its inspection rights under Section 3, or (iii) waive in writing the satisfaction of any such conditions, in which event this Contract shall be read as if such conditions no longer existed; provided, however that, if such failure of condition also constitutes or is accompanied by a default by Seller hereunder, Purchaser shall have all rights and remedies as set forth in Section 13 herein."

4. Modification of Effect of Failure of Condition. The first paragraph immediately preceding the paragraph modified by Section 3 above is deleted and the following is substituted in its place:

"With respect to the conditions set forth in Subsections (A), (B), (C), (D), (E), (G), (H), (M) & (O) in the event any such conditions are not satisfied by the Closing Date, Purchaser may either (i) unilaterally modify this Contract to exclude the shopping center(s) to which the unsatisfied condition relates (e.g., if litigation is filed with respect to the Folly Road Crossing Shopping Center, which litigation renders the representation and warranty in Section 5(E) not true and correct in all material respects as of the Closing Date, causing the non-satisfaction of the condition in Section 8(C), Purchaser may modify this Contract to exclude such shopping center) with a corresponding reduction in the Purchase Price based on the allocations set forth on Exhibit "C", in which case Purchaser shall proceed to Closing on the remaining shopping centers and immediately return to Seller any documents, plans, studies or other materials related to the excluded Property that were provided by Seller to Purchaser, and shall provide Seller with copies of any reports generated by Purchaser with respect to the excluded Property in the exercise of its inspection rights under Section 3, (ii) waive in writing the satisfaction of any such conditions, in which event this Contract shall be read as if such conditions no longer existed, or (iii) if any such condition that is not satisfied by the Closing Date relates to any of the shopping centers known as Folly Road Crossing Shopping Center, Ladson Crossing Shopping Center, Litchfield Market Village, Shoppes at Myrtle Park, South Lake Pointe Shopping Center or Mullins South Park Shopping Center, then Purchaser may terminate this Contract, in which case the Deposit together with accrued interest shall be paid to the Purchaser, the Purchaser shall immediately return to Seller any documents, plans, studies or other materials related to the Property that were provided by Seller to Purchaser, and shall provide Seller with copies of any reports generated by Purchaser in the exercise of its inspection rights under Section 3; provided, however that, if such failure of condition also constitutes or is accompanied by a default by Seller hereunder, Purchaser shall have all rights and remedies as set forth in Section 13 herein."

5. REA Estoppel. The following is added to the Contract as Section 23:

“23. REA Estoppels. Except as provided in Section 8 (a) (L) (i) of the Contract, Seller will use commercially reasonably, good faith efforts to deliver to Purchaser, prior to Closing, duly executed originals of estoppel certificates (“REA Estoppel”) as set forth in Seller’s response to Purchaser’s notice of Title Objection in the form attached hereto as Exhibit “O” or covering the matters set forth in Seller’s response to Purchaser’s notice of Title Objections, as elected by Purchaser. Notwithstanding the foregoing, the Purchaser acknowledges and agrees that in no event shall the Seller’s delivery of any REA Estoppel, except the Litchfield REA Estoppel, be a condition to Closing.”

6. Condemnation at Moncks Corner. Seller will deliver to Purchaser, at Closing, a duly executed original assignment of condemnation rights in form reasonably satisfactory to Purchaser by which any and all rights that Seller may have to any condemnation proceeds from the Moncks Corner Condemnation are assigned by Seller to Purchaser.

7. Form of Deed. Section 9 (B) (1) is deleted in its entirety and the following, which language shall control to the extent there is any conflict between such language and Seller’s responses to Purchaser’s Title Objections, is substituted in its place:

“A limited warranty deed, duly executed and acknowledged by Seller and in proper form for recordation, conveying good, marketable fee simple title to the Real Property, free and clear of all liens and encumbrances, other than (i) all matters of record that were recorded in the applicable land records prior to Seller taking title to the Real Property and (ii) all exceptions shown on the Title Commitment and matters noted on the Survey other than the Title Objections which Seller agrees to cure pursuant to Section 4 of the Contract. If requested by Purchaser, the Seller shall execute and deliver a quitclaim deed which shall describe the Real Property by reference to the Survey obtained by Purchaser.”

8. Subtenant Estoppels. Notwithstanding any conflicting provision in Section 8 (a) (I), each subtenant estoppel shall include the following:

“Notwithstanding that pursuant to those certain assignments of leases to be signed by and between (a) Purchaser and Prime Landlord and (b) Purchaser and Sublandlord, each of the “landlord” and “tenant’s” interest in the Prime Lease will be assigned to Purchaser, Subtenant agrees that (a) the Prime Lease and the Sublease shall not merge and (b) the tenancy of Subtenant shall continue to be subject to the Prime Lease and the Sublease.”

9. Subtenant SNDAs. Notwithstanding any conflicting provision in Section 8 (a) (J), each subtenant SNDA shall include the following:

“Notwithstanding that pursuant to that certain “Assignment of Lease” of even date herewith, each of the “landlord” and “tenant’s” interest in the Prime Lease has been assigned to Landlord, Tenant agrees that (a) the Prime Lease and the Lease shall not merge and (b) the tenancy of Tenant shall continue to be subject to the Prime Lease and the Lease.”

10. Exhibits. The Contract is hereby amended by attaching Exhibits J, K, L, M, N and O attached to this Fourth Amendment.

11. Execution by Facsimile/Counterparts. Execution of this instrument may be evidenced by facsimile signature which shall be deemed an original for all purposes. To facilitate execution, this Fourth Amendment may be executed in as many counterparts as may be required; and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement.

12. Contract Remains in Effect. Subject to the specific amendments and agreements set forth in this Fourth Amendment, the Contract shall remain in full force and effect without modification.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Fourth Amendment to be signed as of the date first above written.

SELLER:

A-C DEVELOPMENT CLUB, LLC

By: Greenbax Enterprises, Inc., its Managing Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

A-C FINANCING, LLC

By: A-C Manager, its Manager

By: /s/ William A. Edenfield, Jr.

Name: William A. Edenfield, Jr.

Title: Senior Vice President

LITCHFIELD SHOPS FINANCING, LLC

By: A-C Development Club, LLC, its Member

By: Greenbax Enterprises, Inc., its Managing
Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

LADSON CROSSING FINANCING, LLC

By: A-C Development Club, LLC, its Member

By: Greenbax Enterprises, Inc., its Managing
Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

DEVINE CENTER FINANCING, LLC

By: A-C Development Club, LLC, its Member

By: Greenbax Enterprises, Inc., its Managing
Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

SHOPPES AT MYRTLE PARK, LLC

By: A-C Development Club, LLC, its Member

By: Greenbax Enterprises, Inc., its Managing
Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

PURCHASER:
WHLR-ACD Acquisition Company, LLC,
a Delaware limited liability company

By: /s/ Jon. S. Wheeler
Jon S. Wheeler
Its Manager

FIFTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIFTH AMENDMENT TO PURCHASE AND SALE AGREEMENT ("Fifth Amendment") is made effective as of February 11, 2016, by and between A-C DEVELOPMENT CLUB, LLC, a South Carolina limited liability company, A-C FINANCING, LLC, a South Carolina limited liability company, LITCHFIELD SHOPS FINANCING, LLC, a South Carolina limited liability company, LADSON CROSSING FINANCING, LLC, a South Carolina limited liability company, DEVINE CENTER FINANCING, LLC, a South Carolina limited liability company, and SHOPPES AT MYRTLE PARK, LLC, a South Carolina limited liability company (collectively referred to herein as "Seller") and WHLR-ACD ACQUISITION COMPANY, LLC, a Delaware limited liability company ("Purchaser").

RECITALS:

WHEREAS, Seller and Purchaser previously entered into that certain Purchase and Sale Agreement, dated November 30, 2015, as amended by that certain First Amendment to Purchase and Sale Agreement dated December 7, 2015, that certain Second Amendment to Purchase and Sale Agreement dated December 29, 2015, that certain Third Amendment to Purchase and Sale Agreement dated January 8, 2016, and that certain Fourth Amendment to Purchase and Sale Agreement dated February 5, 2016 (as amended, the "Contract") for the sale of the Property as defined in the Contract, located in South Carolina and Georgia;

WHEREAS, Purchaser and Seller desire to amend the Contract as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt of which is hereby acknowledged, Purchaser and Seller hereby undertake and agree as follows:

1. Defined Terms. Terms defined in the Contract shall have the same meanings in this Fifth Amendment unless specifically codified herein.

2. Closing. Section 9 (A) of the Contract is deleted in its entirety and the following is substituted in its place:

"9. A. Unless this Contract is terminated by Purchaser or Seller as herein provided, the closing hereunder (the "Closing") shall be conducted in escrow by the Escrow Agent on or before March 1, 2016 (the "Closing Date")."

3. Execution by Facsimile/Counterparts. Execution of this instrument may be evidenced by facsimile signature which shall be deemed an original for all purposes. To facilitate execution, this Fifth Amendment may be executed in as many counterparts as may be required; and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement.

4. Contract Remains in Effect. Subject to the specific amendments and agreements set forth in this Fifth Amendment, the Contract shall remain in full force and effect without modification.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Fifth Amendment to be signed as of the date first above written.

SELLER:

A-C DEVELOPMENT CLUB, LLC

By: Greenbax Enterprises, Inc., its Managing Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

A-C FINANCING, LLC

By: A-C Manager, its Manager

By: /s/ William A. Edenfield, Jr.

Name: William A. Edenfield, Jr.

Title: Senior Vice President

LITCHFIELD SHOPS FINANCING, LLC

By: A-C Development Club, LLC, its Member

By: Greenbax Enterprises, Inc., its Managing
Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

LADSON CROSSING FINANCING, LLC

By: A-C Development Club, LLC, its Member

By: Greenbax Enterprises, Inc., its Managing
Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

DEVINE CENTER FINANCING, LLC

By: A-C Development Club, LLC, its Member

By: Greenbax Enterprises, Inc., its Managing
Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

SHOPPES AT MYRTLE PARK, LLC

By: A-C Development Club, LLC, its Member

By: Greenbax Enterprises, Inc., its Managing
Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

PURCHASER:
WHLR-ACD Acquisition Company, LLC,
a Delaware limited liability company

By: /s/ Jon. S. Wheeler
Name: Jon S. Wheeler
Title: Manager

SIXTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SIXTH AMENDMENT TO PURCHASE AND SALE AGREEMENT ("Sixth Amendment") is made effective as of February 29, 2016, by and between A-C DEVELOPMENT CLUB, LLC, a South Carolina limited liability company, A-C FINANCING, LLC, a South Carolina limited liability company, LITCHFIELD SHOPS FINANCING, LLC, a South Carolina limited liability company, LADSON CROSSING FINANCING, LLC, a South Carolina limited liability company, DEVINE CENTER FINANCING, LLC, a South Carolina limited liability company, and SHOPPES AT MYRTLE PARK, LLC, a South Carolina limited liability company (collectively referred to herein as "Seller") and WHLR-AC-D ACQUISITION COMPANY, LLC, a Delaware limited liability company ("Purchaser").

RECITALS:

WHEREAS, Seller and Purchaser previously entered into that certain Purchase and Sale Agreement, dated November 30, 2015, as amended by that certain First Amendment to Purchase and Sale Agreement dated December 7, 2015, that certain Second Amendment to Purchase and Sale Agreement dated December 29, 2015, that certain Third Amendment to Purchase and Sale Agreement dated January 8, 2016, that certain Fourth Amendment to Purchase and Sale Agreement dated February 5, 2016, and that certain Fifth Amendment to Purchase and Sale Agreement dated February 11, 2016 (as amended, the "Contract") for the sale of the Property as defined in the Contract, located in South Carolina and Georgia;

WHEREAS, Purchaser and Seller desire to amend the Contract as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt of which is hereby acknowledged, Purchaser and Seller hereby undertake and agree as follows:

1. Defined Terms. Terms defined in the Contract shall have the same meanings in this Sixth Amendment unless specifically codified herein.

2. Closing. Section 9 (A) of the Contract is deleted in its entirety and the following is substituted in its place:

"9. A. Unless this Contract is terminated by Purchaser or Seller as herein provided, the closing hereunder (the "Closing") shall be conducted in escrow by the Escrow Agent on or before March 8, 2016 (the "Closing Date")."

3. Execution by Facsimile/Counterparts. Execution of this instrument may be evidenced by facsimile signature which shall be deemed an original for all purposes. To facilitate execution, this Sixth Amendment may be executed in as many counterparts as may be required; and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement.

4. Contract Remains in Effect. Subject to the specific amendments and agreements set forth in this Sixth Amendment, the Contract shall remain in full force and effect without modification.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Sixth Amendment to be signed as of the date first above written.

SELLER:

A-C DEVELOPMENT CLUB, LLC

By: Greenbax Enterprises, Inc., its Managing Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

A-C FINANCING, LLC

By: A-C Manager, its Manager

By: /s/ William A. Edenfield, Jr.

Name: William A. Edenfield, Jr.

Title: Senior Vice President

LITCHFIELD SHOPS FINANCING, LLC

By: A-C Development Club. LLC, its Member

By: Greenbax Enterprises, Inc., its Managing Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

LADSON CROSSING FINANCING, LLC

By: A-C Development Club, LLC, its Member

By: Greenbax Enterprises, Inc., its Managing
Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

DEVINE CENTER FINANCING, LLC

By: A-C Development Club, LLC, its Member

By: Greenbax Enterprises, Inc., its Managing
Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

SHOPPES AT MYRTLE PARK, LLC

By: A-C Development Club, LLC, its Member

By: Greenbax Enterprises, Inc., its Managing
Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

PURCHASER:
WHLR-ACD Acquisition Company, LLC,
a Delaware limited liability company

By: /s/ Jon S. Wheeler
Name: Jon S. Wheeler
Title: Manager

SEVENTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SEVENTH AMENDMENT TO PURCHASE AND SALE AGREEMENT (“Seventh Amendment”) is made effective as of March 7, 2016, by and between A-C DEVELOPMENT CLUB, LLC, a South Carolina limited liability company, A-C FINANCING, LLC, a South Carolina limited liability company, LITCHFIELD SHOPS FINANCING, LLC, a South Carolina limited liability company, LADSON CROSSING FINANCING, LLC, a South Carolina limited liability company, DEVINE CENTER FINANCING, LLC, a South Carolina limited liability company, and SHOPPES AT MYRTLE PARK, LLC, a South Carolina limited liability company (collectively referred to herein as “Seller”) and WHLR-ACD ACQUISITION COMPANY, LLC, a Delaware limited liability company (“Purchaser”).

RECITALS:

WHEREAS, Seller and Purchaser previously entered into that certain Purchase and Sale Agreement, dated November 30, 2015, as amended by that certain First Amendment to Purchase and Sale Agreement dated December 7, 2015, that certain Second Amendment to Purchase and Sale Agreement dated December 29, 2015, that certain Third Amendment to Purchase and Sale Agreement dated January 8, 2016, that certain Fourth Amendment to Purchase and Sale Agreement dated February 5, 2016, that certain Fifth Amendment to Purchase and Sale Agreement dated February 11, 2016, and that certain Sixth Amendment to Purchase and Sale Agreement dated February 29, 2016 (as amended, the “Contract”) for the sale of the Property as defined in the Contract, located in South Carolina and Georgia;

WHEREAS, Purchaser and Seller desire to amend the Contract as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt of which is hereby acknowledged, Purchaser and Seller hereby undertake and agree as follows:

1. Defined Terms. Terms defined in the Contract shall have the same meanings in this Seventh Amendment unless specifically codified herein.

2. Closing. Section 9 (A) of the Contract is deleted in its entirety and the following is substituted in its place:

“9.A. Unless this Contract is terminated by Purchaser or Seller as herein provided, the closing hereunder (the “Closing”) shall be conducted in escrow by the Escrow Agent on or before March 17, 2016 (the “Closing Date”).”

3. Execution by Facsimile/Counterparts. Execution of this instrument may be evidenced by facsimile signature which shall be deemed an original for all purposes. To facilitate execution, this Seventh Amendment may be executed in as many counterparts as may be required; and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement.

4. Contract Remains in Effect. Subject to the specific amendments and agreements set forth in this Seventh Amendment, the Contract shall remain in full force and effect without modification.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Seventh Amendment to be signed as of the date first above written.

SELLER:

A-C DEVELOPMENT CLUB, LLC

By: Greenbax Enterprises, Inc., its Managing Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

A-C FINANCING, LLC

By: A-C Manager, its Manager

By: /s/ William A. Edenfield, Jr.

Name: William A. Edenfield, Jr.

Title: Senior Vice President

LITCHFIELD SHOPS FINANCING, LLC

By: A-C Development Club, LLC, its Member

By: Greenbax Enterprises, Inc., its Managing
Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

LADSON CROSSING FINANCING, LLC

By: A-C Development Club, LLC, its Member

By: Greenbax Enterprises, Inc., its Managing
Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

DEVINE CENTER FINANCING, LLC

By: A-C Development Club, LLC, its Member

By: Greenbax Enterprises, Inc., its Managing
Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

SHOPPES AT MYRTLE PARK, LLC

By: A-C Development Club, LLC, its Member

By: Greenbax Enterprises, Inc., its Managing
Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

PURCHASER:
WHLR-ACD Acquisition Company, LLC,
a Delaware limited liability company

By: /s/ Jon. S. Wheeler
Name: Jon S. Wheeler
Title: Manager

EIGHTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS EIGHTH AMENDMENT TO PURCHASE AND SALE AGREEMENT (“Eighth Amendment”) is made effective as of March 16, 2016, by and between A-C DEVELOPMENT CLUB, LLC, a South Carolina limited liability company, A-C FINANCING, LLC, a South Carolina limited liability company, LITCHFIELD SHOPS FINANCING, LLC, a South Carolina limited liability company, LADSON CROSSING FINANCING, LLC, a South Carolina limited liability company, DEVINE CENTER FINANCING, LLC, a South Carolina limited liability company, and SHOPPES AT MYRTLE PARK, LLC, a South Carolina limited liability company (collectively referred to herein as “Seller”) and WHLR-ACD ACQUISITION COMPANY, LLC, a Delaware limited liability company (“Purchaser”).

RECITALS:

WHEREAS, Seller and Purchaser previously entered into that certain Purchase and Sale Agreement, dated November 30, 2015, as amended by that certain First Amendment to Purchase and Sale Agreement dated December 7, 2015, that certain Second Amendment to Purchase and Sale Agreement dated December 29, 2015, that certain Third Amendment to Purchase and Sale Agreement dated January 8, 2016, that certain Fourth Amendment to Purchase and Sale Agreement dated February 5, 2016, that certain Fifth Amendment to Purchase and Sale Agreement dated February 11, 2016, that certain Sixth Amendment to Purchase and Sale Agreement dated February 29, 2016, and that certain Seventh Amendment to Purchase and Sale Agreement dated March 7, 2016 (as amended, the “Contract”) for the sale of the Property as defined in the Contract, located in South Carolina and Georgia;

WHEREAS, Purchaser and Seller desire to amend the Contract as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt of which is hereby acknowledged, Purchaser and Seller hereby undertake and agree as follows:

1. Defined Terms. Terms defined in the Contract shall have the same meanings in this Eighth Amendment unless specifically codified herein.

2. Closing. Section 9 (A) of the Contract is deleted in its entirety and the following is substituted in its place:

“9. A. Unless this Contract is terminated by Purchaser or Seller as herein provided, the closing hereunder (the “Closing”) shall be conducted in escrow by the Escrow Agent on or before March 24, 2016 (the “Closing Date”).”

3. Execution by Facsimile/Counterparts. Execution of this instrument may be evidenced by facsimile signature which shall be deemed an original for all purposes. To facilitate execution, this Eighth Amendment may be executed in as many counterparts as may be required; and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement.

4. Contract Remains in Effect. Subject to the specific amendments and agreements set forth in this Eighth Amendment, the Contract shall remain in full force and effect without modification.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Eighth Amendment to be signed as of the date first above written.

SELLER:

A-C DEVELOPMENT CLUB, LLC

By: Greenbax Enterprises, Inc., its Managing Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

A-C FINANCING, LLC

By: /s/ David R. Schools

Name: David R. Schools

Title: Authorized Officer

LITCHFIELD SHOPS FINANCING, LLC

By: A-C Development Club, LLC, its Member

By: Greenbax Enterprises, Inc., its Managing
Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

LADSON CROSSING FINANCING, LLC

By: A-C Development Club, LLC, its Member

By: Greenbax Enterprises, Inc., its Managing
Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

DEVINE CENTER FINANCING, LLC

By: A-C Development Club, LLC, its Member

By: Greenbax Enterprises, Inc., its Managing
Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

SHOPPES AT MYRTLE PARK, LLC

By: A-C Development Club, LLC, its Member

By: Greenbax Enterprises, Inc., its Managing
Member

By: /s/ David R. Schools

Name: David R. Schools

Title: President

PURCHASER:
WHLR-ACD Acquisition Company, LLC,
a Delaware limited liability company

By: /s/ Jon. S. Wheeler
Name: Jon S. Wheeler
Title: Manager