

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

**FORM 8-K**

CURRENT REPORT

Pursuant to Section 13 or 15(d) of

The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): April 28, 2010

**Consolidated-Tomoka Land Co.**

(Exact name of registrant as specified in its charter)

**Florida**  
(State or other jurisdiction of incorporation)

**01-11350**  
(Commission File Number)

**59-0483700**  
(IRS Employer Identification No.)

**1530 Cornerstone Boulevard, Suite 100**  
**Daytona Beach, Florida**  
(Address of principal executive offices)

**32117**  
(Zip Code)

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

**Not Applicable**  
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation 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))

## **Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

### 2010 Equity Incentive Plan

As noted in Item 5.07 below, at the Annual Meeting of Shareholders of Consolidated-Tomoka Land Co. (the "Company") held on April 28, 2010 (the "Annual Meeting"), the Company's shareholders approved the Consolidated-Tomoka Land Co. 2010 Equity Incentive Plan (the "2010 Plan"). The Plan was approved by the Company's board of directors (the "Board") on February 18, 2010, subject to approval by the Company's shareholders, and is effective April 28, 2010. The 2010 Plan is intended to replace the Company's 2001 Stock Option Plan.

*Administration.* The 2010 Plan is administered by the Compensation Committee of the Board (the "Compensation Committee"). Awards will be approved by the Compensation Committee. The 2010 Plan provides the Compensation Committee flexibility to design compensatory awards that are responsive to the Company's needs. Subject to the terms of the 2010 Plan, the Compensation Committee has the discretion to determine the terms of each award.

*Awards; Eligibility; Number of Shares; Limitations.* Awards under the 2010 Plan may be in the form of stock options, stock appreciation rights, restricted shares, restricted share units, performance shares and performance units. Employees of the Company and its subsidiaries and nonemployee directors may be selected by the Compensation Committee to receive awards under the 2010 Plan.

The maximum number of shares as to which stock awards may be granted under the 2010 Plan is 210,000 shares. Stock awards other than stock options and stock appreciation rights will be counted against the 2010 Plan maximum in a 1.41-to-1 ratio. This reserved share amount is subject to adjustments by the Compensation Committee as provided in the 2010 Plan for stock splits, stock dividends, recapitalizations and other similar transactions or events. Shares of common stock issued under the 2010 Plan may be shares of original issuance, shares held in Treasury or shares that have been reacquired by the Company.

No participant may receive awards during any one calendar year representing more than 50,000 shares of common stock. In no event will the number of shares of common stock issued under the plan upon the exercise of incentive stock options exceed 210,000 shares. These limits are subject to adjustments by the Committee as provided in the 2010 Plan for stock splits, stock dividends, recapitalizations and other similar transactions or events.

*Stock Options.* Stock options entitle the optionee to purchase shares of common stock at a price equal to or greater than the fair market value on the date of grant. Options may be either incentive stock options or nonqualified stock options, provided that only employees may be granted incentive stock options. The option may specify that the option price is payable (i) in cash, (ii) by the transfer to the Company of unrestricted stock, (iii) with any other legal consideration the Compensation Committee may deem appropriate or (iv) any combination of the foregoing. No stock option may be exercised more than 10 years from the date of grant. Each grant may specify a period of continuous employment or service with the Company or any subsidiary that is necessary before the stock option or any portion thereof will become exercisable and may provide for the earlier exercise of the option in the event of a change in control of the Company or similar event.

*Stock Appreciation Rights.* Stock appreciation rights represent the right to receive an amount, determined by the Compensation Committee and expressed as a percentage not exceeding 100%, of the difference between the "base price" established for such rights and the fair market value of the Company's common stock on the date the rights are exercised. The base price must not be less than the fair market value of the common stock on the date the right is granted. The grant will specify that the amount payable upon exercise of the stock appreciation right will be paid by the Company in shares of the Company's common stock. Any grant may specify a waiting period or periods before the stock appreciation rights may become exercisable and permissible dates or periods on or during which the stock appreciation rights shall be exercisable. No stock appreciation right may be exercised more than ten years from the grant date.

*Restricted Shares and Restricted Share Units.* An award of restricted shares involves the immediate transfer by the Company to a participant of ownership of a specific number of shares of common stock in return for the performance of services. The participant is entitled immediately to voting rights in such shares, subject to the discretion of the Compensation Committee. Restricted share units represent rights to receive shares of common stock in return for the performance of services. The transfer may be made without additional consideration from the participant. The Compensation Committee may specify performance objectives that must be achieved for the restrictions to lapse. Restricted shares and restricted share units must be subject to a "substantial risk of forfeiture" within the meaning of Section 83 of the Internal Revenue Code of 1986, as amended (the "Code") for a period to be determined by the Compensation Committee on the grant date and any grant or sale may provide for the earlier termination of such risk of forfeiture in the event of a change of control of the Company or similar event. Two forms of restricted share award agreement, with three-year and five-year vesting periods, have been adopted by the Compensation Committee and are attached hereto as Exhibits 10.2 and 10.3, respectively.

*Performance Shares and Performance Share Units.* A performance share is the equivalent of one share of common stock, and a performance unit is the equivalent of \$1.00. Each grant will specify one or more performance objectives to be met within a specified period (the "performance period"), which may be subject to earlier termination in the event of a change in control of the Company or a similar event. If by the end of the performance period the participant has achieved the specified performance objectives, the participant will be deemed to have fully earned the performance shares or performance units. If the participant has not achieved the level of acceptable achievement, the participant may be deemed to have partly earned the performance shares or performance units in accordance with a predetermined formula. To the extent earned, the performance shares or performance units will be paid to the participant at the time and in the manner determined by the Compensation Committee in cash, shares of the Company's common stock or any combination thereof.

*Section 162(m) and Performance Objectives.* Code Section 162(m) prevents a publicly held corporation from claiming income tax deductions for compensation in excess of \$1,000,000 paid to certain senior executives. Compensation is exempt from this limitation if it is "qualified performance-based compensation." Stock options and stock appreciation rights are two examples of performance-based compensation. Other types of awards, such as restricted stock, deferred shares and performance shares, that are granted pursuant to pre-established objective performance formulas, may also qualify as performance-based compensation, so long as certain requirements are met, including the prior approval by shareholders of the performance formulas or measures.

The 2010 Plan provides that grants of performance shares, performance units or, when determined by the Compensation Committee, options, restricted shares, restricted share units or other stock-based awards may be made based upon "performance objectives." Performance objectives applicable to awards that are intended to be exempt from the limitations of Code Section 162(m) are limited to specified levels of or increases in the Company's or subsidiary's return on invested capital; free cash flow; economic value added (net operating profit after tax less cost of capital); total shareholder return;

operating ratio; cost reduction (or limits on cost increases); debt to capitalization; debt to equity; earnings; earnings before interest and taxes; earnings before interest, taxes, depreciation and amortization; earnings per share (including or excluding nonrecurring items); earnings per share before extraordinary items; income from operations (including or excluding nonrecurring items); income from operations compared to capital spending; net income (including or excluding nonrecurring items, extraordinary items and/or the accumulative effect of accounting changes); net sales; price per share of common stock; return on assets; return on capital employed; return on equity; return on investment; return on sales; and sales volume. Performance criteria may be measured on an absolute or relative basis. Relative performance may be measured by a group of peer companies or by a financial market index. Except in the case of an award intended to be exempt from the limitations of Code Section 162(m), if the Compensation Committee determines that a change in the business, operations, corporate structure or capital structure of the Company, or the manner in which it conducts its business, or other events or circumstances, render the performance objectives unsuitable, the Compensation Committee may modify the performance objectives or the related minimum acceptable level of achievement, in whole or in part, as the Compensation Committee deems appropriate and equitable.

*Transferability.* No award under the 2010 Plan may be transferred by a participant other than by will or the laws of descent and distribution, and stock options and stock appreciation rights may be exercised during the participant's lifetime only by the participant or, in the event of the participant's legal incapacity, the guardian or legal representative acting on behalf of the participant.

*Termination; Amendment.* The 2010 Plan will terminate on the tenth anniversary of the date it was adopted by the Board, and no award will be granted under the plan after that date.

The 2010 Plan may be amended by the Board of Directors, but without further approval by the shareholders of the Company no such amendment may increase the limitations set forth in the 2010 Plan on the number of shares that may be issued under the 2010 Plan or any of the limitations on awards to individual participants. The Board may condition any amendment on the approval of the shareholders if such approval is necessary or deemed advisable with respect to the applicable listing or other requirements of a national securities exchange or other applicable laws, policies or regulations.

A summary description of the 2010 Plan is set forth in the Company's Proxy Statement dated March 30, 2010, which description is incorporated herein by reference. Such description and the summary description of the 2010 Plan contained in this Current Report on Form 8-K is not complete and is qualified in its entirety by, and should be read in conjunction with, the complete text of the Consolidated-Tomoka Land Co. 2010 Equity Incentive Plan, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

#### Cash Bonus Plan

On April 28, 2010 the Board adopted and approved, following the recommendation of the Compensation Committee, the Consolidated-Tomoka Land Co. Annual Executive Cash Bonus Plan (the "Cash Bonus Plan").

The purpose of the Cash Bonus Plan is to create a mutuality of interest between management and the Company's shareholders through a bonus structure designed to reward actions that will increase long-term shareholder value. The participants in the Cash Bonus Plan are those eligible officers and managers whose participation in the Cash Bonus Plan has been approved by the Compensation Committee. The Cash Bonus Plan will be administered by the Compensation Committee.

The Cash Bonus Plan performance criteria are designed to incentivize those management actions that best serve the short and long-term interest of the shareholders, as determined by goals and objectives set annually by the Board. Any discretionary awards will be based on the subjective evaluation and recommendation of the Compensation Committee to the full Board.

In the first quarter of each plan year, the Board, upon the recommendation of the Compensation Committee, will determine the potential bonus pool, adopt specific annual goals related to each criteria, approve a list of plan participants, and establish the potential bonus award ("PBA") for a 100 percent rating. Maximum PBA payouts are limited to up to 100% of base annual salary for the Chief Executive Officer ("CEO"), up to 50% of base annual salary for any other executive officers, up to 40% of base annual salary for vice presidents, and up to 30% of base annual salary for managers.

The Chairman of the Board will annually make bonus recommendations to the Compensation Committee on the performance of the CEO under the plan, and the CEO will make bonus recommendations to the Compensation Committee as to all other plan participants. The Compensation Committee will review these recommendations and make its recommendations to the Board for final approval.

The performance criteria to be used under the Plan are:

- § Annual EPS: The Compensation Committee will evaluate annually actual EPS performance compared to the EPS target goal set by the Board. Performance awards will be based on the percentage achievement of the annual targeted EPS goal. To earn a 15% EPS bonus award the Company must achieve a minimum EPS of 75% of the annual goal prorated up to a 20% award for achieving 100% or more of the EPS goal.
- § Self-Development: The Compensation Committee will annually evaluate each participant's performance in meeting self-development target goals. Performance awards can range from zero up to a maximum of 20% of the PBA.
- § Risk Management: The Compensation Committee will annually evaluate management's overall performance in all areas of risk management including monitoring current debt, cash flow, project costs, budgets and other targeted goals. Performance awards can range from zero up to a maximum of 20% of the PBA.
- § Long-Term Asset Value Enhancement: At the beginning of each plan year, the Compensation Committee will establish goals for actions by management that are intended to enhance long-term asset value. The Compensation Committee will annually evaluate management's achievement of these goals, and its other actions that enhance or preserve long-term asset value. Performance awards can range from zero to a maximum of 20% of the PBA.
- § Executive Leadership: The Compensation Committee will annually evaluate management's overall external and internal leadership performance. Performance awards can range from zero up to a maximum of 20% of the PBA.

Each performance criterion will comprise one-fifth of each participant's total PBA, or such other percentage as determined at the beginning of the plan year by the Compensation Committee. At the end of the plan year, the Compensation Committee will rate each participant's performance in relation to each of the criteria. The cumulative score for each participant will be multiplied by the PBA to determine the individual's bonus. The Compensation Committee may, with the approval of the Board, increase or decrease an individual participant's award. The Compensation Committee has adopted performance criteria consistent with the terms of the plan.

The description of the Cash Bonus Plan contained in this Current Report on Form 8-K is a summary of the material terms of the Cash Bonus Plan, does not purport to be complete, and is qualified in its entirety by, and should be read in conjunction with, the complete text of the Consolidated-Tomoka Land Co. Annual Executive Cash Bonus Plan, which is filed as Exhibit 10.4 to this Current Report on Form 8-K and is incorporated herein by reference.

**Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.**Amendment of Amended and Restated Articles of Incorporation

As noted in Item 5.07 below, an amendment to Article V of the Amended and Restated Articles of Incorporation (the “Articles”) of the Company to limit the number of directors on the board of directors of the Company (the “Article Amendment”) was approved by the Company’s shareholders at the Annual Meeting. The Article Amendment had been previously approved by the Board, effective as of approval by the Company’s shareholders at the Annual Meeting. Articles of Restatement setting forth Amended and Restated Articles of Incorporation reflecting the Article Amendment were filed with the Department of State of the State of Florida and became effective on April 30, 2010.

Amendment of Amended and Restated Bylaws

Also on April 28, 2010, following shareholder approval at the Annual Meeting of the Article Amendment, the Board approved an amendment to the Company’s Amended and Restated Bylaws to limit the number of directors on the Board, consistent with the Article Amendment, effective on April 30, 2010.

The description of the amendments above is qualified in its entirety by the copies of the Amended and Restated Articles of Incorporation and the Amended and Restated Bylaws of the Company, attached as Exhibits 3.1 and 3.2, respectively, to this Current Report on Form 8-K.

**Item 5.07. Submission of Matters to a Vote of Security Holders.**

The Annual Meeting was held on April 28, 2010. At the Annual Meeting the Company’s shareholders (i) elected each of the Board’s nominees to serve as directors of the Company until the 2013 Annual Meeting of Shareholders, (ii) ratified the appointment of KPMG LLP as the Company’s independent registered public accounting firm for fiscal year 2010, (iii) approved an amendment to the Amended and Restated Articles of Incorporation to limit the number of directors on the Board, (iv) approved the Consolidated-Tomoka Land Co. 2010 Equity Incentive Plan, (v) approved conducting an annual advisory vote on executive compensation, and (vi) approved majority voting in director elections. The proposed amendment to the Amended and Restated Articles of Incorporation to provide for the annual election of directors, which required the affirmative vote of the holders of at least 85% of the outstanding shares entitled to be voted on this proposed amendment for approval, was not approved.

The proposals below are described in detail in the Company’s definitive proxy statement dated March 30, 2010. The results are as follows:

**Proposal 1:** Election of three directors to hold office until the 2013 Annual Meeting:

	<u>For</u>	<u>Withheld</u>	<u>Broker Non-Votes</u>
Linda Loomis Shelley	4,151,723	110,575	1,037,398
A. Chester Skinner, III	4,147,957	114,341	1,037,398
Thomas P. Warlow, III	4,160,690	101,608	1,037,398

**Proposal 2:** Ratification of the appointment of KPMG LLP as the Company’s independent registered public accounting firm for fiscal year 2010:

<u>For</u>	<u>Against</u>	<u>Abstained</u>	<u>Broker non-votes</u>
5,255,603	34,565	9,528	N/A

**Proposal 3:** Approval of an Amendment to the Company’s Amended and Restated Articles of Incorporation to provide for the annual election of directors:

<u>For</u>	<u>Against</u>	<u>Abstained</u>	<u>Broker non-votes</u>
4,173,678	84,410	4,187	1,037,398

**Proposal 4:** Approval of an Amendment to the Amended and Restated Articles of Incorporation to limit number of directors on the Board:

<u>For</u>	<u>Against</u>	<u>Abstained</u>	<u>Broker non-votes</u>
5,191,874	86,894	20,902	N/A

**Proposal 5:** Approval of the Consolidated-Tomoka Land Co. 2010 Equity Incentive Plan:

<u>For</u>	<u>Against</u>	<u>Abstained</u>	<u>Broker non-votes</u>
2,228,231	1,976,390	57,668	1,037,398

**Proposal 6:** Approval of conducting an annual advisory vote on executive compensation:

<u>For</u>	<u>Against</u>	<u>Abstained</u>	<u>Broker non-votes</u>
4,774,617	469,385	55,668	1,037,398

**Proposal 7:** Approval of majority voting in director elections:

<u>For</u>	<u>Against</u>	<u>Abstained</u>	<u>Broker non-votes</u>
5,049,306	232,092	18,270	N/A

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

- [3.1 Amended and Restated Articles of Incorporation of Consolidated-Tomoka Land Co., effective as of April 30, 2010.](#)
- [3.2 Amended and Restated Bylaws of Consolidated-Tomoka Land Co., effective as of April 30, 2010.](#)
- [10.1 Consolidated-Tomoka Land Co. 2010 Equity Incentive Plan, approved April 28, 2010](#)
- [10.2 Form of Consolidated-Tomoka Land Co. 2010 Equity Incentive Plan Restricted Share Award Agreement with 3-year vesting period](#)
- [10.3 Form of Consolidated-Tomoka Land Co. 2010 Equity Incentive Plan Restricted Share Award Agreement with 5-year vesting period](#)
- [10.4 Consolidated-Tomoka Land Co. Annual Executive Cash Bonus Plan, Adopted April 28, 2010](#)

**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 hereunto duly authorized.

Date: May 4, 2010

**Consolidated-Tomoka Land Co.**

By: /s/William H. McMunn  
William H. McMunn, President and  
Chief Executive Officer

**ARTICLES OF RESTATEMENT**  
**OF**  
**CONSOLIDATED-TOMOKA LAND CO.**

To the Department of State  
State of Florida:

Pursuant to the provisions of the Florida Business Corporation Act, Consolidated-Tomoka Land Co. (the "Corporation") does hereby amend and restate its Amended and Restated Articles of Incorporation filed with the Department of State on October 28, 2009.

1. The name of the Corporation is Consolidated-Tomoka Land Co.
2. The text of the Amended and Restated Articles of Incorporation of the Corporation is attached hereto and made a part hereof.

**CERTIFICATE**

It is hereby certified that:

1. The amendment to Article V(a) of the attached Amended and Restated Articles of Incorporation required shareholder approval and was adopted and approved by the shareholders of the Corporation on April 28, 2010.

2. The number of votes cast for the amendment set forth in Article V(a) of the attached Amended and Restated Articles of Incorporation by the shareholders was sufficient for approval.

Executed on April 28, 2010.

CONSOLIDATED-TOMOKA LAND CO.

By: /s/William H. McMunn  
William H. McMunn  
President and Chief Executive Officer



**AMENDED AND RESTATED ARTICLES OF INCORPORATION**

**OF**

**CONSOLIDATED-TOMOKA LAND CO.**

In accordance with Section 607.1007 of the Florida Statutes, the articles of incorporation of Consolidated-Tomoka Land Co., a Florida corporation, are hereby amended and restated (the "Amended and Restated Articles of Incorporation") to read in their entirety as follows:

ARTICLE I

NAME

The name of the corporation is Consolidated-Tomoka Land Co.

ARTICLE II

PURPOSE

The purpose of the corporation is to engage in any lawful act or activity for which the corporation may be organized under the Florida Business Corporation Act.

ARTICLE III

CAPITAL STOCK

The total number of shares of stock of all classes that the corporation shall have the authority to issue is 25,050,000 shares, divided into 25,000,000 shares of common stock, par value \$1.00 per share, and 50,000 shares of preferred stock, par value of \$100.00 per share. The board of directors shall have full authority as permitted by law to adopt a resolution or resolutions issuing the preferred stock in series and fixing such voting powers, full or limited, or no voting powers, and such designations, preferences, and relative, participating, optional or other special rights and qualifications, limitations or restrictions thereof, of any series of the preferred stock as may be desired by the board of directors. The board of directors may specify the number of shares in any series.

ARTICLE IV

SPECIAL MEETINGS OF SHAREHOLDERS

A special meeting of shareholders shall be held on call of the board of directors or the person or persons authorized by the bylaws or if the holders of not less than fifty percent (50%) of all votes entitled to be cast on any issue proposed to be considered at the proposed special meeting sign, date and deliver to the corporation's secretary one or more written demands for the meeting describing the purpose or purposes for which it is to be held.

ARTICLE V

DIRECTORS

(a) Number: The total number of directors constituting the board of directors of the corporation shall not be more than eleven, which number may be fixed from time to time in accordance with the bylaws.

(b) Classes: The board of directors shall be divided into three classes: Class I, Class II and Class III. The terms of office of the initial Class I and Class II directors, and the Class III directors elected at the annual meeting of shareholders in 1994, shall expire at the times of the annual meetings of the shareholders as follows - - - Class I in 1995, Class II in 1996 and Class III in 1997 - - - or thereafter in each case when their respective successors are elected and qualified. At each annual election held after 1994, the directors chosen to succeed those whose terms are expiring shall be identified as being of the same class as the directors whom they succeed and shall be elected for a term expiring at the time of the third succeeding annual meeting of shareholders, or thereafter in each case when their respective successors are elected and qualify. The number of directorships shall be apportioned among the classes so as to maintain the classes as nearly equal in number as possible. Any vacancy occurring in the board of directors may be filled by majority of the directors then in office. A new directorship resulting from an increase in the number of directors shall be construed to be a vacancy. Any director elected to fill a vacancy shall be of the same class and have the same remaining term as that of the predecessor.

(c) Quorum: A majority of the total number of directors fixed in the bylaws shall be required to constitute a quorum at meetings of the board of directors.

(d) Appointment of Officers: The directors shall, by a majority of the full board of directors at any duly convened regular or special meeting of the board of directors called for that purpose at which a quorum is present, annually appoint officers to such offices as they so establish. The board of directors may remove any officer, at any time, with or without cause, only by vote of the majority of the full board of directors at any duly convened regular or special meeting of the board of directors called for that purpose at which a quorum is present.

ARTICLE VI

INDEMNIFICATION

Each person who is or was a director, officer, employee or agent of the corporation, and each person who serves or served at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, shall be indemnified by the corporation in accordance with, and to the fullest extent authorized by, the Florida Business Corporation Act as it may be in effect from time to time; provided, however, that this article shall not apply to any action, suit or proceeding brought by or in behalf of a director, officer, employee or agent without prior approval of the board of directors.

## ARTICLE VII

### BUSINESS COMBINATIONS

In addition to any affirmative vote required by law or by the corporation's Articles of Incorporation, the affirmative vote of the holders of not less than 85% of the outstanding shares of "Voting Stock" (as hereinafter defined) of the corporation and the affirmative vote of the holders of not less than 67% of the outstanding shares of Voting Stock held by shareholders other than a "Related Person" (as hereinafter defined) shall be required for the approval or authorization of any "Business Combination" (as hereinafter defined) of the corporation with any Related Person; provided, however, that the 85% and 67% voting requirements shall not be applicable if:

(a) the "Continuing Directors" of the corporation (as hereinafter defined) by a 2/3 vote (i) have expressly approved in advance the acquisition of outstanding shares of Voting Stock of the corporation that caused the Related Person to become a Related Person, or (ii) have approved the Business Combination prior to the Related Person involved in the Business Combination having become a Related Person;

(b) the Business Combination is solely between the corporation and another corporation, 100% of the Voting Stock of which is owned directly or indirectly by the corporation; provided, however, that the Articles of Incorporation of the corporation surviving or continuing after the Business Combination shall, upon and after giving effect to the Business Combination, contain provisions substantially identical with those in Article V, VI, VII, VIII and IX of the Articles of Incorporation; or

(c) the Business Combination is a merger or consolidation and the cash or fair market value of the property, securities, or other consideration to be received per share by holders of common stock of the corporation in the Business Combination is not less than (i) the highest per share price (with appropriate adjustments for recapitalizations and for stock splits, stock dividends and like distributions) (including any brokerage commissions, transfer taxes and soliciting dealers' fees), paid by the Related Person in acquiring any of its holdings of the corporation's common stock, or (ii) at the option of a majority of the Continuing Directors, the liquidation value per share of the corporation's common stock on the date the Business Combination is publicly announced as determined by an independent investment banker or other independent person selected by a majority of the Continuing Directors.

For the purpose of subparagraph (c) of this Article VII, the term "other consideration to be received" shall include, without limitation, common stock of the corporation retained by its existing public shareholders in the event of a Business Combination in which the corporation is the surviving corporation.

The term "Voting Stock" shall mean all outstanding shares of capital stock of the corporation entitled to vote generally in the election of directors, and each reference to proportion of shares of Voting Stock shall refer to such proportion of the votes entitled to be cast by such shares.

The term "Business Combination" shall mean (i) any merger or consolidation of the corporation or a subsidiary of the corporation with or into a Related Person, (ii) any sale, lease, exchange, transfer or other disposition, including without limitation a mortgage or any other security device, of all or any substantial part of the assets either of the corporation (including without limitation any voting securities of a subsidiary) or of a subsidiary of the corporation, to a Related Person, (iii) any merger or consolidation of a Related Person with or into the corporation or a subsidiary of the corporation, (iv) any sale, lease, exchange, transfer or other disposition of all or any substantial part of the assets of a Related Person to the corporation or a subsidiary of the corporation, (v) the issuance of any securities of the corporation or a subsidiary of the corporation to a Related Person except a pro rata issuance to all shareholders, (vi) any recapitalization that would have the effect of increasing the voting power of a Related Person, and (vii) any agreement, contract or other arrangement providing for any of the transactions described in this definition of Business Combination.

The term "Continuing Director" means a member of the board of directors of the corporation who either (i) was serving as a director on the date this Article VII becomes effective, or (ii) was designated (before his or her initial election as a director) as a Continuing Director by a majority of the then Continuing Directors.

The term "Related Person" means any person, or affiliate of such person, which is the beneficial owner on the date on which a binding agreement (except for the fulfillment of conditions precedent, including, without limitation, votes of shareholders to approve such transaction) is entered into by the corporation, as authorized by the board of directors, or immediately prior to the consummation of a Business Combination, or both, of 10% or more of the Voting Stock or any person, or affiliate of such person, who is an affiliate of the corporation and at any time within five years preceding the date of the aforesaid agreement was the beneficial owner of 10% or more of the then outstanding Voting Stock, but does not include any beneficial owner of 10% or more of the Voting Stock on the date this Article VII becomes effective. A "Related Person" also means those persons and their affiliates who after the date on which this Article VII becomes effective acquire control of a person that on the day this Article VII becomes effective is the beneficial owner of 10% or more of the Voting Stock of the corporation.

A majority of the Continuing Directors shall have the power to determine for the purposes of this Article, on the basis of information known to them: (i) the number of shares of Voting Stock of which any person is the beneficial owner, (ii) whether a person is an affiliate of another, (iii) whether the assets subject to any Business Combination constitutes a substantial part, and (iv) such other matters with respect to which a determination may be necessary in order to effect the purposes of this Article.

The corporation expressly elects not to be governed by Sections 607.0901 Affiliated Transactions, and 607.0902 Control-Share Acquisitions, of the Florida Business Corporation Act or any amendments thereto or successor provisions thereto.

## ARTICLE VIII

### SHAREHOLDER ACTION

No action that requires the vote or consent of shareholders of the corporation may be taken without a meeting held upon prior notice and a vote of shareholders, except with the advance written consent of 2/3 of the full board of directors.

ARTICLE IX

SPECIAL PROVISIONS

Notwithstanding any other provisions of these Articles of Incorporation or the bylaws of the corporation (and notwithstanding the fact that a lesser percentage may be specified by law, these Articles of Incorporation or the bylaws of the corporation), the amendment or repeal of Article IV, V, VI, VII, VIII, IX or XI of the Articles of Incorporation shall require the affirmative vote of the holders of at least 85% of the shares then entitled to be voted on the matter.

## ARTICLE X

### LIABILITY OF DIRECTORS

No director shall be personally liable for monetary damages to the corporation or any other person for any statement, vote, decision or failure to act, regarding corporate management or policy or for breach of fiduciary duty as a director, except for any matter in respect of which such director shall be liable under Section 607.0831 of the Florida Business Corporation Act or any amendment thereto or successor provision thereto or shall be liable by reason that, in addition to any and all other requirements for such liability, he (i) shall have breached his duty of loyalty to the corporation or its shareholders, (ii) shall not have acted in good faith, (iii) shall have acted in a manner involving intentional misconduct or a knowing violation of law or, in failing to act, shall have acted in a manner involving intentional misconduct or knowing violation of law, or (iv) shall have derived an improper personal benefit. Neither the amendment nor repeal of this Article X, nor the adoption of any provision of the Articles of Incorporation inconsistent with this Article X, shall eliminate or reduce the effect of this Article X in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article X would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

## ARTICLE XI

### BYLAWS

The board of directors is authorized to make, alter or repeal the bylaws of the corporation. Amendment, alteration or repeal of the bylaws by the board of directors shall require the affirmative vote of 2/3 of the directors then in office at a duly constituted meeting called expressly for that purpose, or by the shareholders shall require the affirmative vote of 85% of the votes eligible to be cast by the shareholders at a duly constituted meeting of shareholders called expressly for that purpose.

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**AMENDED AND RESTATED BYLAWS  
OF  
CONSOLIDATED-TOMOKA LAND CO.**

ARTICLE I

SHAREHOLDERS

Section 1.1. Annual Meetings. An annual meeting of shareholders of Consolidated-Tomoka Land Co. (the “corporation”) shall be held for the election of directors and for the transaction of such other business as may be properly brought before the meeting at such date, time and place, either within or without the State of Florida, as may be designated by resolution of the board of directors from time to time. Any other proper business may be transacted at the annual meeting.

Section 1.2. Special Meetings. Special meetings of shareholders for any purpose or purposes may be called at any time by the board of directors or by a committee of the board of directors which has been duly designated by the board of directors, and whose powers and authority, as expressly provided in a resolution of the board of directors, include the power to call such meetings.

A special meeting of shareholders shall be called if holders of not less than 50% of all votes entitled to be cast on any issue proposed to be considered at the proposed special meeting sign, date and deliver to the corporation’s secretary one or more written demands for the meeting describing the purpose or purposes for which it is to be held. Within sixty days of receipt of such written demand, the corporation’s secretary will issue notice calling for a special meeting of the shareholders to be held at such time and such date as the board of directors may determine.

Section 1.3. Notice of Meetings. Whenever shareholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, the written notice of any meeting shall be given not less than ten nor more than sixty days before the date of the meeting to each shareholder entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the shareholder at his address as it appears on the stock transfer books of the corporation, with postage thereon prepaid.

Notwithstanding the other provisions of this Section 1.3, no notice of a meeting of shareholders need be given to a shareholder if: (a) an annual report and proxy statement for two consecutive annual meetings of shareholders; or (b) all, and at least two, checks in payment of dividends or interest on securities during a twelve-month period have been sent by first-class, United States mail, addressed to the shareholder at his or her address as it appears on the stock record books of the corporation, and returned undeliverable. The obligation of the corporation to give notice of a shareholders’ meeting to any such shareholder shall be reinstated once the corporation has received a new address for such shareholder for entry on its stock record books.

Section 1.4. Adjournments. Any meeting of shareholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the corporation may transact any business which might have been transacted at the original meeting.

Section 1.5. Quorum. At each meeting of shareholders, except where otherwise provided by law, the articles of incorporation or these bylaws, the holders of a majority of the votes entitled to be cast on a matter, present in person or by proxy, shall constitute a quorum for action on that matter. In the absence of a quorum, the holders of a majority of the shares represented, and who would be entitled to vote at a meeting if a quorum were present, may adjourn such meeting from time to time in the manner provided in Section 1.4 of these bylaws. Once a share is represented for any purpose at a meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for that adjourned meeting.

Section 1.6. Organization. Meetings of shareholders shall be presided over by the chairman of the board, if any, or in his absence by the vice chairman of the board, if any, or in his absence by the president, or in his absence by a vice president, or in the absence of the foregoing persons by a chairman designated by the board of directors, or in the absence of such designation by a chairman chosen at the meeting. The board of directors may adopt by resolution rules, regulations and procedures for the proper conduct of the meeting, including, without limitation: (a) the establishment of an agenda or order of business for the meeting, including fixing the time for opening and closing the polls for voting on each matter; (b) rules and procedures for maintaining order at the meeting and the safety of those present; (c) limitations on attendance at or participation in the meeting to shareholders of record of the corporation, their duly authorized and constituted proxies or such other persons as such chairman shall permit; (d) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (e) limitations on the time allotted to discussion of the business of the meeting or questions or comments by participants. Except to the extent inconsistent with applicable law and such rules and regulations as may be adopted by the board of directors, the chairman of each meeting shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts, including causing an adjournment of such meeting, as, in the judgment of such chairman, are appropriate.

The board of directors may appoint inspectors of election to act at any meeting of shareholders at which any vote is taken. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his or her ability. The inspectors of election shall determine the number of shares outstanding, the voting rights with respect to each, the shares represented at the meeting, the existence of a quorum, and the authenticity, validity, and effect of proxies; receive votes, ballots, consents, and waivers; hear and determine all challenges and questions arising in connection with the vote; count and tabulate all votes, consents, and waivers; determine and announce the result; and do such acts as are proper to conduct the election or vote with fairness to all shareholders. No inspector need be a shareholder. The inspectors may appoint and retain other persons or entities to assist the inspectors in the performance of the duties of the inspectors. On request of the person presiding at the meeting, the inspectors shall make a report in writing of any challenge, question or matter determined by them and execute a certificate of any fact found by them.

Section 1.7. Voting; Proxies. Except as provided by law or in the articles of incorporation, each outstanding share, regardless of class, is entitled to one vote on each matter submitted to a vote at a meeting of shareholders.

Unless otherwise provided in the articles of incorporation, directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present. If a quorum exists, action on a matter (other than the election of directors) is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the articles of incorporation or applicable law requires a greater number of affirmative votes. The articles of incorporation require a greater number of affirmative votes under specified circumstances as set forth therein.

A shareholder, other person entitled to vote on behalf of a shareholder pursuant to applicable law, or attorney in fact for a shareholder may vote the shareholder's shares in person or by proxy. No proxy shall be valid after the expiration of eleven months from the date thereof, unless a longer period is expressly provided in the proxy. An appointment of a proxy is revocable by the shareholder unless the appointment form or electronic transmission conspicuously states that it is irrevocable and the appointment is coupled with an interest.

**Section 1.8. Fixing Date for Determination of Shareholders of Record.** In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date, which shall not be more than seventy days before the date of such meeting or action requiring a determination of shareholders. If no record date is fixed: (a) the record date for determining shareholders entitled to notice or to vote at a meeting of shareholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; and (b) the record date for determining shareholders for any other purpose shall be at the close of business on the day on which the board of directors adopts the resolution relating thereto. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the board of directors fixes a new record date, which it must do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting.

**Section 1.9. List of Shareholders Entitled to Vote.** After fixing a record date for a meeting, the corporation shall prepare an alphabetical list of the names of all of its shareholders who are entitled to notice of the shareholders' meeting, arranged by voting group with the address of, and the number and class and series, if any, of shares held by, each shareholder. The shareholders' list shall be available for inspection by any shareholder for a period of 10 days prior to the meeting or such shorter time as exists between the record date and the meeting and continuing through the meeting at the corporation's principal office, at a place identified in the meeting notice in the city where the meeting will be held, or at the office of the corporation's transfer agent or registrar. A shareholder or the shareholder's agent or attorney is entitled on written demand to inspect the list, subject to the requirements of applicable law, during regular business hours and at his or her expense, during the period it is available for inspection. The corporation shall make the shareholders' list available at the meeting, and any shareholder or the shareholder's agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment. The shareholders' list is prima facie evidence of the identity of shareholders entitled to examine the shareholders' list or to vote at any meeting of shareholders.

**Section 1.10. Vote or Consent of Shareholders.** No action that requires the vote or consent of shareholders of the corporation may be taken without a meeting held upon prior notice and a vote of shareholders, except with the advance written consent of two-thirds of the full board of directors. With such consent, any action required or permitted to be taken at any annual or special meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing setting forth the action so taken shall be signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote hereon were present and voted. Within 10 days after obtaining such authorization by written consent, notice as prescribed by law of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those shareholders that have not consented in writing or who are not entitled to vote on the action.

**Section 1.11 Advance Notice Provisions for Business at Meetings.**

(a) At an annual meeting of shareholders, only such nominations of persons for election to the board of directors and other business to be considered by the shareholders shall be conducted as shall have been properly brought before the meeting. To be properly brought before the annual meeting, any nominations or other business must (1) be specified in the notice of meeting (or in any supplement) given by or at the direction of the board of directors, (2) be otherwise properly brought before the meeting by or at the direction of the board of directors or (3) be otherwise properly brought before the annual meeting by any shareholder of the corporation who (A) is a shareholder of record on both (i) the date of the giving of the notice provided for in this Section 1.11 and (ii) the record date for the determination of shareholders entitled to vote at such annual meeting, and (B) complies with the notice procedures set forth in this Section 1.11. Clause (3) of the immediately preceding sentence shall be the exclusive means for a shareholder to submit such business (other than matters properly brought under Rule 14a-8 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and included in the corporation's notice of meeting) before an annual meeting of shareholders.

(b) In addition to any other applicable requirements, for any nominations or any other business to be properly brought before an annual meeting by a shareholder pursuant to Section 1.11(a)(3) of these bylaws, such shareholder must have given timely notice thereof in proper written form to the secretary of the corporation.

(1) To be timely, a written notice of the intent of a shareholder to make a nomination of a person for election as a director or to bring any other business before the annual meeting shall be received by the secretary at the principal executive offices of the corporation not earlier than the close of business on the 210<sup>th</sup> day and not later than the close of business on the 150<sup>th</sup> day prior to the first anniversary (the "Anniversary") of the date of the preceding year's annual meeting of shareholders. However, if the date of the annual meeting is advanced more than 30 days prior to or delayed by more than 60 days after the Anniversary, notice by the shareholder must be so received by the secretary not earlier than the close of business on the 120<sup>th</sup> day prior to such annual meeting and not later than the close of business on the later of the 90<sup>th</sup> day prior to such annual meeting or, if the first public announcement of the date of such annual meeting is less than one hundred days prior to such annual meeting, the 10<sup>th</sup> day following the day on which public announcement of the date of such annual meeting is first made by the corporation.

(2) To be in proper written form every such notice by a shareholder shall set forth as to each matter such shareholder proposes to bring before the annual meeting:

(A) as to each person whom the shareholder proposes to nominate for election or reelection as a director (each, a "proposed nominee"): (i) the name, business address and residence address of the proposed nominee; (ii) the principal occupation or employment of the proposed nominee; (iii) the class or series and number of shares of capital stock of the corporation, if any, which are owned beneficially and of record by the proposed nominee; (iv) any other information regarding each proposed nominee proposed by such shareholder as would be required to be included in a proxy statement or other filings required to be made in connection with the solicitation of proxies for election of directors pursuant to Section 14 of the Exchange Act, and the rules and regulations promulgated thereunder; (v) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three years, and any other material relationships, between or among such shareholder and beneficial owner, if any, on whose behalf the nomination is being made, and their respective affiliates and associates,

or others acting in concert therewith, on the one hand, and each proposed nominee, and his or her respective affiliates and associates, or others acting in concert therewith, on the other hand; and (vi) the written consent of each proposed nominee to serve as a director of the corporation if so elected;

(B) as to any other business that the shareholder proposes to bring before the annual meeting: (i) a description of the matter and the text of the proposal or business (including the text of any resolutions proposed for consideration and, in the event that such business includes a proposal to amend the bylaws of the corporation, the text of the proposed amendment); (ii) the reasons for conducting such business at the annual meeting; and (iii) any material interest in such business of such shareholder and the beneficial owner, if any, on whose behalf the proposal is made; and

(C) as to the shareholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal of other business is made: (i) the name and address of such shareholder, as they appear on the corporation's stock transfer books, and the name and address of such beneficial owner; (ii) the class or series and number of shares of capital stock of the corporation which are owned beneficially and of record by such shareholder and such beneficial owner; (iii) the date or dates upon which such shareholder acquired ownership of such shares; and (iv) a representation that the shareholder is a holder of record of capital stock of the corporation, entitled to vote at such meeting, and intends to appear in person or by proxy at the meeting to bring such business before the meeting.

(c) If a shareholder is entitled to vote only for a specific class or category of directors at a meeting of the shareholders, such shareholder's right to nominate one or more persons for election as a director at the meeting shall be limited to such class or category of directors.

(d) To be eligible to be a nominee for election or reelection as a director of the corporation, the prospective nominee, or someone acting on such prospective nominee's behalf, must deliver (in accordance with any applicable time periods prescribed for delivery of notice under this Section 1.11) to the secretary at the principal executive offices of the corporation a written questionnaire with respect to the background and qualification of such person and the background of any other person or entity on whose behalf the nomination is being made (which questionnaire shall be provided by the secretary upon written request and shall include the consent of such nominee to being named as a nominee and to serving as a director if elected). The corporation may require any proposed nominee to furnish such other information as may reasonably be required by the corporation to determine the eligibility of such proposed nominee to serve as an independent director of the corporation or that could be material to a reasonable shareholder's understanding of the independence, or lack thereof, of such nominee.

(e) Only such business shall be conducted at a special meeting of shareholders as shall have been brought before the meeting pursuant to the corporation's notice of meeting. Nominations of persons for election to the board of directors may be made at a special meeting of shareholders at which directors are to be elected pursuant to the corporation's notice of meeting (1) by or at the direction of the board of directors or (2) provided that the board of directors has determined that directors shall be elected at such meeting, by any shareholder of the corporation who (A) is a shareholder of record at the time of giving of notice provided for in these bylaws and at the time of the special meeting, (B) is entitled to vote at the meeting and (C) complies with the notice procedures set forth in this Section 1.11 as to such nomination. In the event the corporation calls a special meeting of shareholders for the purpose of electing one or more directors to the board of directors, any such shareholder may nominate a person or persons (as the case may be) for election to such position(s) as specified in the corporation's notice of meeting, if the shareholder's notice required by this Section 1.11 with respect to any nomination shall be delivered to the secretary at the principal executive offices of the corporation not earlier than the close of business on the 120th day prior to the date of such special meeting and not later than the close of business on the later of the 90th day prior to the date of such special meeting or, if the first public announcement of the date of such special meeting is less than 100 days prior to the date of such special meeting, the 10th day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the board of directors to be elected at such meeting.

(f) At a meeting of shareholders, the chairman of the board shall declare out of order and disregard any nomination or other proposal not made in compliance with the foregoing procedures.

(g) In no event shall the adjournment or postponement of an annual or special meeting of the shareholders, or any announcement thereof, or the setting of a new record date, commence a new period (or extend any time period) for the giving of notice under this Section 1.11.

(h) As used in these bylaws, the terms "owned beneficially" and "beneficial owner" means all shares which such person is deemed to beneficially own pursuant to Rules 13d-3 and 13d-5 promulgated under the Exchange Act. For purposes of these bylaws, a matter shall be deemed to have been "publicly announced" if such matter is disclosed in a press release reported by the Dow Jones News Service, the Associated Press or a comparable national news service or in a document publicly filed by the corporation with the Securities and Exchange Commission.

(i) Notwithstanding the foregoing provisions of this Section 1.11, a shareholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in this Section 1.11; provided, however, that any references in these bylaws to the Exchange Act or the rules and regulations promulgated thereunder are not intended to and shall not limit the requirements applicable to nominations or proposals as to any other business to be conducted pursuant to this Section 1.11. Nothing in this Section 1.11 shall be deemed to affect any rights of shareholders to request inclusion of proposals in the corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act nor grant any shareholders a right to have any nominee included in the corporation's proxy statement.

## ARTICLE II

### BOARD OF DIRECTORS

Section 2.1. Function; Number; Qualifications. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under the direction of, the board of directors. The total number of directors constituting the board of directors of the corporation shall be determined by, and the number of directors may be increased or decreased only by, the affirmative vote of (a) the holders of at least 85% of the shares of the corporation then entitled to vote on such change, or (b) two-thirds of the directors then in office, but the total number of directors shall not be more than eleven. Directors need not be shareholders.

Section 2.2. Election; Resignation; Removal; Vacancies. The board of directors shall be divided into three classes: Class I, Class II and Class III. The terms of office of the initial directors shall expire at the annual meeting of shareholders as follows - Class I in 1995, Class II in 1996, and Class III in 1994 - or thereafter in each case when their respective successors are elected and qualified. At each annual election held after 1994, the directors chosen to succeed those whose terms are expiring shall be identified as being of the same class as the directors whom they succeed, and shall be elected for a term expiring at the time of the third succeeding annual meeting of shareholders, or thereafter in each case when the respective successors are elected and qualify. The number of directorships shall be apportioned among the classes so as to maintain the classes as nearly equal in number as possible. Any vacancy occurring in

the board of directors may be filled by a majority of the directors then in office. A new directorship resulting from an increase in the number of directors shall be construed to be a vacancy. Any director elected to fill a vacancy shall be of the same class as that of the predecessor and such director's term will expire at the next shareholders' meeting at which directors are elected. No decrease in the number of directors will have the effect of shortening the term of any directors then in office. A director may be removed only for cause and only by the affirmative vote of 85% of all of the shareholders of the corporation entitled to vote on the election of directors. Any director may resign at any time upon written notice to the corporation.

Section 2.3. Regular Meetings. Regular meetings of the board of directors may be held at such places within or without the State of Florida and at such times as the board of directors may from time to time determine, and if so determined notices thereof need not be given.

Section 2.4. Special Meetings. Special meetings of the board of directors may be held at any time or place within or without the State of Florida whenever called by the president, any vice president, the secretary, or by any member of the board of directors. Reasonable notice thereof shall be given by the person or persons calling the meeting, not later than the second day before the date of the special meeting.

Section 2.5. Telephonic Meetings Permitted. Members of the board of directors, or any committee designated by the board, may participate in a meeting of such board or committee by means of conference telephone or any means of communication by which all persons participating in the meeting may simultaneously hear each other during the meeting, and participation in a meeting pursuant to this bylaw shall constitute presence in person at such meeting.

Section 2.6. Quorum, Vote Required for Action. At all meetings of the board of directors a majority of the whole board shall constitute a quorum for the transaction of business. Except in cases in which the articles of incorporation or these bylaws otherwise provide, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors.

Section 2.7. Organization. Meetings of the board of directors shall be presided over by the chairman of the board, if any, or in his absence by the vice chairman of the board, if any, or in his absence by the president, or in their absence by a chairman chosen at the meeting. The secretary shall act as secretary of the meeting.

Section 2.8. Action by Directors Without a Meeting. Unless the articles of incorporation or these bylaws provide otherwise, any action required or permitted to be taken at any meeting of the board of directors, or of any committee thereof, may be taken without a meeting if the action is taken by all members of the board or committee. Such action shall be evidenced by one or more written consents filed with the minutes or proceedings of the board or committee, describing the action taken and signed by each director of committee member.

Section 2.9. Mandatory Retirement of Directors. A director of the Company shall retire from the board of directors at the first annual meeting of shareholders held after the director attains age 75.

### ARTICLE III

#### COMMITTEES

Section 3.1. Committees. The board of directors may, by resolution adopted by a majority of the full board of directors, designate one or more committees, each committee to consist of two or more of the directors of the corporation who shall serve at the pleasure of the board. The board, by resolution, may designate one or more directors as alternate members of any such committee who may act in the place and stead of any absent member or members at any meeting of such committee. Any such committee, to the extent provided in the resolution of the board of directors, shall have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the corporation, except that no such committee shall have the power or authority to: (a) approve or recommend to shareholders actions or proposals required by the Florida Business Corporation Act to be approved by the shareholders; (b) fill vacancies on the board of directors or any committee thereof; (c) adopt, amend or repeal the bylaws; (d) authorize or approve reacquisition of shares unless pursuant to a general formula or method specified by the board of directors; or (e) authorize or approve the issuance or sale or contract for sale of shares, or determine the designation and relative rights, preferences and limitations of a voting group, except that the board of directors may authorize a committee (or a senior executive officer of the corporation) to do so within limits specifically prescribed by the board of directors.

Section 3.2. Committee Charter and Rules. The board of directors may adopt a charter for any such committee specifying requirements with respect to committee chairs and membership, responsibilities of the committee, the conduct of meetings and business of the committee and such other matters as the board of directors may designate. In the absence of a committee charter or a provision of a committee charter governing such matters, the provisions of these bylaws which govern meetings of the board of directors, including notice and waiver of notice thereof, shall apply to any such committee and its members.

### ARTICLE IV

#### OFFICERS

Section 4.1. Executive Officers; Election; Qualification; Term of Office; Resignation; Removal; Vacancies. The board of directors shall choose a president and secretary, and it may, if it so determines, choose a chairman of the board and a vice chairman of the board from among its members. The board of directors may also choose one or more vice presidents, one or more assistant secretaries, a treasurer and one or more assistant treasurers. Each such officer shall hold office until the first meeting of the board of directors after the annual meeting of shareholders next succeeding his election, and until his successor is elected and qualified or until his earlier resignation or removal. The board of directors shall design ate from among the officers it elects those who shall be the executive officers of the corporation responsible for all policy making functions, under the direction of the board of directors. Any officer may resign at any time upon written notice to the corporation. The board of directors may remove any officer with or without cause at anytime, but such removal shall be without prejudice to the contractual rights of such officer, if any, with the corporation. Any number of offices may be held by the same person. Any vacancy occurring in any office of the corporation by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the board of directors at any regular or special meeting.

Section 4.2 Powers and Duties of Executive Officers. The officers of the corporation shall have such powers and duties in the management of the corporation as may be prescribed by the board of directors and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the board of directors. Unless the board of directors delegates responsibility to another officer, the secretary shall have responsibility for preparing minutes of the directors' and shareholders' meetings and for authenticating records of the corporation. The board of directors may require any officer, agent or employee to give security for the faithful performance of his duties.



## ARTICLE V

### SHARES

Section 5.1 Certificates. Shares may but need not be represented by certificates. The rights and obligations of shareholders shall be identical whether or not their shares are represented by certificates. If shares are represented by certificates, each certificate shall be signed by or in the name of the corporation by the chairman or vice chairman of the board of directors, if any, or the president or a vice president, and by the treasurer or an assistant treasurer, or the secretary or an assistant secretary of the corporation, certifying the number of shares owned by such shareholder in the corporation. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer, transfer agent, or registrar at the date of issue.

Section 5.2. Lost, Stolen or Destroyed Share Certificates; Issuance of New Certificates. The corporation may issue a new share certificate in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the corporation may require the owner of the lost, stolen or destroyed certificate, or his legal representative, to (a) give the corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate and (b) satisfy any other reasonable requirements imposed by the corporation.

## ARTICLE VI

### MISCELLANEOUS

Section 6.1. Fiscal Year. The fiscal year of the corporation shall be determined by resolution of the board of directors.

Section 6.2. Seal. The corporate seal shall have the name of the corporation inscribed thereon and shall be in such form as may be approved from time to time by the board of directors.

Section 6.3. Waiver of Notice of Meetings of Shareholders, Directors and Committees. Any written waiver of notice, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the shareholders, directors, or members of a committee of directors need be specified in any written waiver of notice.

Section 6.4 Indemnification of Directors, Officers, Employees, and Agents.

(a) The corporation shall indemnify to the full extent authorized by law any person made or threatened to be made a party to any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal (a "proceeding"), by reason of the fact that he is or was a director, officer or employee or agent of the corporation or any predecessor of the corporation or serves or served any other corporation, partnership, joint venture, trust, or other enterprise as a director, officer, employee, or agent at the request of the corporation or any predecessor of the corporation (an "indemnified person"); provided, however, that this section shall not apply as to any proceeding brought by or on behalf of an indemnified person without prior approval of the board of directors.

(b) To the fullest extent permitted or authorized by law, the corporation shall advance all expenses incurred by any officer or director who is an indemnified person in defending a proceeding within sixty days after the receipt by the corporation of a written request from a director or officer for such advancement and on a current basis thereafter, whether prior to or after final disposition of the underlying proceeding. Such written request shall be accompanied by evidence of the expenses incurred by such director or officer and shall include a written undertaking by or on behalf of the director or officer, as the case may be, to repay any and all amounts so advanced in the event that it shall ultimately be determined that such person is not entitled to be indemnified by the corporation as authorized in this Section 6.4. Expenses incurred by employees and agents may be paid in advance upon such terms or conditions that the board of directors deems appropriate.

(c) Indemnification and advancement of expenses as provided in this Section 6.4 shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, administrators and estate of such person, unless otherwise provided when authorized or ratified. The rights of any person set forth in this Section 6.4 to indemnification and advancement of expenses are contractual rights and vest at the time a person becomes a director or officer of the corporation and no amendment to these indemnification provisions and advancement of expenses provisions shall affect any right in respect of acts or omissions of any director or officer occurring prior to such amendment. Any repeal of relevant provisions of the Florida Business Corporation Act or any other applicable law shall not in any way diminish any rights to indemnification of such indemnified persons, or the obligations of the corporation arising hereunder, for claims relating to matters occurring prior to such repeal or modification.

Section 6.5. Interested Directors; Quorum. No contract or other transaction between the corporation and one or more of its directors or any other corporation, firm, association, or entity in which one or more of its directors are directors or officers, or are financially interested, shall be either void or voidable because of such relationship or interest, or because such director or directors are present at the meeting of the board of directors or committee thereof which authorizes, approves or ratifies such contract or transaction, or because his or their votes are counted for such purpose, if: (a) the fact of such relationship or interest is disclosed or known to the board of directors or committee which authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors; (b) the fact of such relationship or interest is disclosed or known to the shareholders entitled to vote and they authorize, approve, or ratify such contract or transaction by vote or written consent; or (c) the contract or transaction is fair and reasonable as to the corporation at the time it is authorized by the board, a committee, or the shareholders. For purposes of Section 6.5(a) only, a conflict of interest transaction is authorized, approved, or ratified if it receives the affirmative vote of a majority of the directors on the board of directors, or on the committee, who have no relationship or interest in the transaction described above but a transaction may not be authorized, approved, or ratified under this section by a single director. If a majority of the directors who have no such relationship or interest in the transaction vote to authorize, approve or ratify the transaction, a quorum is present for the purpose of taking action under this section. The presence of, or a vote cast by, a director with such relationship or interest in the transaction does not affect the validity of any action taken under Section 6.5(a) if the transaction is otherwise authorized, approved, or ratified as provided in Section 6.5(a), but such presence or vote of those directors may be counted for purposes of determining whether the transaction is approved under other sections of the Florida Business Corporation Act.

Section 6.6. Form of Records. Any records maintained by the corporation in the regular course of its business, including its stock ledger, books of account and any minute books, may be kept on, or be in the form of, punch cards, magnetic tape, photographs, microphotographs, or any other information storage device, provided that the records so kept can be converted into clearly legible form within a reasonable time. The corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

Section 6.7. Amendment of Bylaws. Amendment, alteration or repeal of the bylaws by the board of directors shall require that affirmative vote of two-thirds of the directors then in office at a duly constituted meeting called expressly for that purpose, or by the shareholders shall require the affirmative vote of 85% of the votes eligible to be cast by the shareholders at a duly constituted meeting of shareholders called expressly for that purpose.

As amended and restated effective April 30, 2010

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CONSOLIDATED-TOMOKA LAND CO.  
2010 EQUITY INCENTIVE PLAN

1. **Purpose.** The purposes of the Consolidated-Tomoka Land Co. 2010 Equity Incentive Plan (the "Plan") are to (i) align Employees' and Nonemployee Directors' long-term financial interests with those of the Company's shareholders; (ii) attract and retain Employees and Nonemployee Directors by providing compensation opportunities that are competitive with other companies; and (iii) provide incentives to those Employees and Nonemployee Directors who contribute significantly to the long-term performance and growth of the Company and its Subsidiaries.
2. **Definitions.** As used in this Plan, the following terms shall be defined as set forth below:
  - (a) "**Award**" means any Option, Stock Appreciation Right, Restricted Shares, Restricted Share Units, Performance Shares, Performance Units, or Stock Payments granted under the Plan.
  - (b) "**Award Agreement**" means an agreement, certificate, resolution or other form of writing or other evidence approved by the Committee which sets forth the terms and conditions of an Award. An Award Agreement may be in an electronic medium, may be limited to a notation on the Company's books and records and, if approved by the Committee, need not be signed by a representative of the Company or a Grantee.
  - (c) "**Base Price**" means the price to be used as the basis for determining the Spread upon the exercise of a Stock Appreciation Right.
  - (d) "**Board**" means the Board of Directors of the Company.
  - (e) "**Change in Control**" means any of the following events:
    - (1) any person (as such term is used in Section 13(d) of the Securities Exchange Act of 1934, (the "Exchange Act")) or group (as such term is defined in Sections 3(a)(9) and 13(d)(3) of the Exchange Act), other than a subsidiary of the Company or any employee benefit plan (or any related trust) of the Company or a subsidiary, becomes the beneficial owner of 50% or more of the Company's outstanding voting shares and other outstanding voting securities that are entitled to vote generally in the election of directors ("Voting Securities"); or
    - (2) approval by the shareholders of the Company and consummation of either of the following:
      - a. a merger, reorganization, consolidation or similar transaction (any of the foregoing, a "Merger") as a result of which the persons who were the respective beneficial owners of the outstanding Common Stock and/or the Voting Securities immediately before such Merger are not expected to beneficially own, immediately after such Merger, directly or indirectly, more than 50% of, respectively, the outstanding voting shares and the combined voting power of the voting securities resulting from such merger in substantially the same proportions as immediately before such Merger; or
      - b. a plan of liquidation of the Company or a plan or agreement for the sale or other disposition of all or substantially all of the assets of the Company.
  - (f) "**Code**" means the Internal Revenue Code of 1986, as amended from time to time.
  - (g) "**Committee**" means the committee of the Board described in Section 4 of the Plan.
  - (h) "**Company**" means Consolidated-Tomoka Land Co., a Florida corporation, or any successor corporation.
  - (i) "**Employee**" means any person, including an officer, employed on an hourly or salaried basis by the Company or a Subsidiary.
  - (j) "**Fair Market Value**" on a given date means:
    - (1) if the Stock is listed on a national securities exchange in the United States, the closing sale price reported as having occurred on the primary exchange with which the Stock is listed and traded on such date, or, if there is no such sale on that date, then on the last preceding date on which such a sale was reported;
    - (2) if the Stock is not listed on any national securities exchange but is quoted in the National Market System of the National Association of Securities Dealers Automated Quotation System the trade price of the last sale reported on such date, or, if there is no such sale on that date, then on the last preceding date on which a sale was reported; or
    - (3) if the Stock is not listed on a national securities exchange nor quoted in the National Market System of the National Association of Securities Dealers Automated Quotation System on a last sale basis, the amount determined by the Committee to be the fair market value based upon a good faith attempt to value the Stock accurately.
  - (k) "**Grant Date**" means the date specified by the Committee on which a grant of an Award shall become effective, which shall not be earlier than the date on which the Committee takes action with respect thereto.
  - (l) "**Grantee**" means an Employee or Nonemployee Director who has been selected by the Committee to receive an Award and to whom an Award has been granted.

(m) “Incentive Stock Option” means any Option that is intended to qualify as an “incentive stock option” under Code Section 422 or any successor provision.

(n) “Nonemployee Director” means a member of the Board who is not an Employee.

(o) “Nonqualified Stock Option” means an Option that is not intended to qualify as an Incentive Stock Option.

(p) “Option” means any option to purchase Shares granted under Section 5 of the Plan.

(q) “Option Price” means the purchase price payable upon the exercise of an Option.

(r) “Performance Objectives” means the performance objectives established pursuant to this Plan for Grantees who have received Awards. Performance Objectives may be described in terms of Company-wide objectives or objectives that are related to the performance of the individual Grantee or the Subsidiary, division, department or function within the Company or Subsidiary in which the Grantee is employed. Performance Objectives may be measured on an absolute or relative basis. Relative performance may be measured by a group of peer companies or by a financial market index. Any Performance Objectives applicable to a Qualified Performance-Based Award shall be limited to specified levels of or increases in the Company’s or Subsidiary’s:

- (1) return on invested capital;
- (2) free cash flow;
- (3) economic value added (net operating profit after tax less cost of capital);
- (4) total shareholder return;
- (5) operating ratio;
- (6) cost reduction (or limits on cost increases);
- (7) debt to capitalization;
- (8) debt to equity;
- (9) earnings;
- (10) earnings before interest and taxes;
- (11) earnings before interest, taxes, depreciation and amortization;
- (12) earnings per share (including or excluding nonrecurring items);
- (13) earnings per share before extraordinary items;
- (14) income from operations (including or excluding nonrecurring items);
- (15) income from operations compared to capital spending;
- (16) net income (including or excluding nonrecurring items, extraordinary items and/or the accumulative effect of accounting changes);
- (17) net sales;
- (18) price per share of common stock;
- (19) return on assets;
- (20) return on capital employed;
- (21) return on equity;
- (22) return on investment;
- (23) return on sales; and
- (24) sales volume.

(s) “Performance Period” means a period of time established under Section 9 of the Plan within which the Performance Objectives relating to a Performance Share, Performance Unit, Restricted Shares or Restricted Share Units are to be achieved.

(t) “Performance Share” means a bookkeeping entry that records the equivalent of one Share awarded pursuant to Section 8 of the Plan.

(u) “Performance Unit” means a bookkeeping entry that records a unit equivalent to \$1.00 awarded pursuant to Section 8 of the Plan.

(v) “Qualified Performance-Based Award” means an Award or portion of an Award that is intended to satisfy the requirements for “qualified performance-based compensation” under Code Section 162(m). The Committee shall designate any Qualified Performance-Based Award as such at the time of grant. If the Committee designates an Award as a Qualified Performance-Based Award, then the lapsing of restrictions thereon and the distribution of Shares pursuant thereto, as applicable, shall be subject to satisfaction of one, or more than one, Performance Objectives. The Committee shall determine the performance targets that will be applied with respect to each Qualified Performance-Based Award at the time of grant, but in no event later than 90 days after the commencement of the period of service to which the performance target(s) relate. Notwithstanding any contrary provision of the Plan, the Committee may not increase the number of Shares granted pursuant to any Qualified Performance-Based Award, nor may it waive the achievement of any performance target established pursuant to this Section 2(u). Prior to the payment of any Qualified Performance-Based Award, the Committee shall certify in writing that the performance target(s) applicable to such Award was met. The Committee shall have the power to impose such other restrictions on Qualified Performance-Based Awards as it may deem necessary or appropriate to ensure that such Awards satisfy all requirements for “performance-based compensation” within the meaning of Code Section 162(m), the regulations promulgated thereunder, and any successors thereto.

(w) “Restricted Shares” mean Shares granted under Section 7 of the Plan.

(x) “Restricted Share Unit” means an Award granted under Section 7 of the Plan and denominated in units representing rights to receive Shares.

(y) "Shares" means shares of the Common Stock of the Company, par value \$1.00 per share, or any security into which Shares may be converted by reason of any transaction or event of the type referred to in Section 11 of the Plan.

(z) "Spread" means, in the case of a Stock Appreciation Right, the amount by which the Fair Market Value on the date when any such right is exercised exceeds the Base Price specified in such right.

(aa) "Stock Appreciation Right" means a right granted under Section 6 of the Plan.

(bb) "Stock Payment" means Shares granted under Section 9 of the Plan.

(cc) "Subsidiary" means a corporation or other entity in which the Corporation has a direct or indirect ownership or other equity interest, provided that for purposes of determining whether any person may be a Grantee for purposes of any grant of Incentive Stock Options, "Subsidiary" means any corporation (within the meaning of the Code) in which the Company owns or controls directly or indirectly more than 50 percent of the total combined voting power represented by all classes of stock issued by such corporation at the time of such grant.

### 3. Shares Available Under the Plan.

(a) Reserved Shares. Subject to adjustment as provided in Section 11 of the Plan, the maximum number of Shares that may be issued or transferred with respect to Awards shall not in the aggregate exceed 210,000 Shares. Such Shares may be Shares of original issuance, Shares held in Treasury, or Shares that have been reacquired by the Company. Awards that, at any time, are forfeited, expire or are canceled or settled without issuance of shares shall not count towards the maximum number of shares that may be issued under the Plan as set forth in this Section 3(a) and shall be available for future Awards. Notwithstanding the foregoing, any and all Shares that are (i) tendered in payment of an Option exercise price (whether by attestation or by other means); (ii) withheld by the Company to satisfy any tax withholding obligation; or (iii) covered by an SAR (without regard to the number of Shares that are actually issued to the Grantee upon exercise) shall be considered issued pursuant to the Plan and shall not be added to the maximum number of shares that may be issued under the Plan as set forth in this Section 3(a).

(b) Reduction Ratio. For purposes of Section 3(a) of the Plan, each Share issued or transferred pursuant to an Award other than an Option or Stock Appreciation Right shall reduce the number of Shares available for issuance under the Plan by 1.41 Shares.

(c) ISO Maximum. In no event shall the number of Shares issued upon the exercise of Incentive Stock Options exceed 210,000 Shares, subject to adjustment as provided in Section 11 of the Plan.

(d) Maximum Calendar Year Award. No Grantee may receive Awards representing more than 50,000 Shares in any one calendar year, subject to adjustment as provided in Section 11 of the Plan.

### 4. Plan Administration. This Plan shall be administered by a Committee appointed by the Board from among its members, provided that if the Board does not appoint a Committee, the term "Committee" means the Board, except in those instances where the text clearly indicates otherwise. Subject to the provisions of the Plan, the Committee shall have the authority, in its sole and absolute discretion:

- (a) to determine the Fair Market Value of the Common Stock;
- (b) to select the Employees and Nonemployee Directors to whom Awards will be granted under the Plan;
- (c) to determine whether, when, to what extent and in what types and amounts Awards are granted under the Plan;
- (d) to determine the number of Shares to be covered by each Award granted under the Plan;
- (e) to determine the forms of Award Agreements, which need not be the same for each grant or for each Grantee, and which may be delivered electronically, for use under the Plan;
- (f) to determine the terms and conditions, not inconsistent with the terms of the Plan, of any Award granted under the Plan.
- (g) to construe and interpret the terms of the Plan and Awards;
- (h) to prescribe, amend and rescind rules and regulations relating to the Plan;
- (i) to modify or amend each Award, provided that no modification or amendment of an Award shall impair the rights of the Grantee, unless mutually agreed otherwise between the Grantee and the Company, which agreement must be in writing and signed by the Grantee and the Company.
- (j) to authorize any person to execute on behalf of the Company any instrument required to effect the grant of an Award previously authorized by the Committee;
- (k) to provide any notice or other communication required or permitted by the Plan in either written or electronic form; and
- (l) to make all other determinations deemed necessary or advisable for administering the Plan.

The interpretation and construction by the Committee of any provision of this Plan or of any Award Agreement and any determination by the Committee pursuant to any provision of this Plan or any such agreement, notification or document, shall be final and conclusive. No member of the Committee shall be liable to any person for any such action taken or determination made in good faith.

### 5. Options. The Committee may from time to time authorize grants to Grantees of Options to purchase Shares upon such terms and conditions as the Committee may determine in accordance with the following provisions:

- (a) Number of Shares. Each grant shall specify the number of Shares to which it pertains.
- (b) Option Price. Each grant shall specify an Option Price per Share, which shall be equal to or greater than the Fair Market Value per Share on the Grant Date.
- (c) Consideration. Each grant shall specify the form of consideration to be paid in satisfaction of the Option Price and the manner of payment of such consideration, which may include (i) cash in the form of currency or check or other cash equivalent acceptable to the Company, (ii) nonforfeitable, unrestricted Shares owned by the Grantee at the time of exercise and for at least six (6) months prior to the time of exercise and which have a value at the time of exercise that is equal to the Option Price, (iii) any other legal consideration that the Committee may deem appropriate on such basis as the Committee may determine in accordance with this Plan, or (iv) any combination of the foregoing.
- (d) Cashless Exercise. To the extent permitted by applicable law, any grant may provide for deferred payment of the Option Price from the proceeds of sale through a bank or broker on the date of exercise of some or all of the Shares to which the exercise relates.
- (e) Vesting. Each Option grant may specify a period of continuous employment of the Grantee by the Company or any Subsidiary (or, in the case of a Nonemployee Director, service on the Board) that is necessary before the Options or installments thereof shall become exercisable, and any grant may provide for the earlier exercise of such rights in the event of a change in control of the Company or other similar transaction or event.

(f) ISO Dollar Limitation. Options granted under this Plan may be Incentive Stock Options, Nonqualified Stock Options or a combination of the foregoing, provided that only Nonqualified Stock Options may be granted to Nonemployee Directors. Each grant shall specify whether (or the extent to which) the Option is an Incentive Stock Option or a Nonqualified Stock Option. Notwithstanding any such designation, to the extent that the aggregate Fair Market Value of the Shares as of the Grant Date with respect to which Options designated as Incentive Stock Options are exercisable for the first time by a Grantee during any calendar year (under all plans of the Company) exceeds \$ 100,000, such Options shall be treated as Nonqualified Stock Options.

(g) Exercise Period. No Option granted under this Plan may be exercised more than ten years from the Grant Date.

(h) Award Agreement. Each grant shall be evidenced by an Award Agreement containing such terms and provisions as the Committee may determine consistent with this Plan.

6. Stock Appreciation Rights. The Committee may from time to time authorize grants to Grantees of Stock Appreciation Rights. A Stock Appreciation Right is the right of the Grantee to receive from the Company an amount, which shall be determined by the Committee and shall be expressed as a percentage (not exceeding 100 percent) of the Spread at the time of the exercise of such right. Any grant of Stock Appreciation Rights under this Plan shall be upon such terms and conditions as the Committee may determine in accordance with the following provisions:

(a) Payment in Shares. Each grant shall specify that the amount payable upon the exercise of a Stock Appreciation Right shall be paid by the Company in Shares.

(b) Exercise Period. Any grant may specify (i) a waiting period or periods before Stock Appreciation Rights shall become exercisable and (ii) permissible dates or periods on or during which Stock Appreciation Rights shall be exercisable.

(c) Award Agreement. Each grant shall be evidenced by an Award Agreement which shall describe the subject Stock Appreciation Rights, specify the Base Price (which shall be equal to or greater than the Fair Market Value on the Grant Date), state that the Stock Appreciation Rights are subject to all of the terms and conditions of this Plan and contain such other terms and provisions as the Committee may determine consistent with this Plan.

(d) Exercise Period. No Stock Appreciation Right granted under this Plan may be exercised more than ten years from the Grant Date.

7. Restricted Shares and Restricted Share Units. The Committee may from time to time authorize grants to Grantees of Restricted Shares and Restricted Share Units upon such terms and conditions as the Committee may determine in accordance with the following provisions:

(a) Transfer of Shares. Each grant of Restricted Shares shall constitute an immediate transfer of the ownership of Shares to the Grantee in consideration of the performance of services, subject to the substantial risk of forfeiture and restrictions on transfer hereinafter referred to. Upon expiration of the Restriction Period and satisfaction of any other terms or conditions and as set forth in the Restricted Stock Award Agreement, the Restricted Stock shall immediately become nonforfeitable and the Shares underlying such award of Restricted Stock shall be released by the Company to the Participant without restrictions on transfer. The Shares released by the Company hereunder may at the Company's option be either (i) evidenced by a certificate registered in the name of the Participant or his or her designee; or (ii) credited to a book-entry account for the benefit of the Participant maintained by the Company's stock transfer agent or its designee. Restricted Share Units shall become payable to a Grantee in Shares at the time or times determined by the Committee and set forth in the Restricted Share Unit Award Agreement.

(b) Consideration. Each grant may be made without additional consideration from the Grantee or in consideration of a payment by the Grantee that is less than the Fair Market Value on the Grant Date.

(c) Substantial Risk of Forfeiture. Each grant shall provide that the Restricted Shares or Restricted Share Units covered thereby shall be subject to a "substantial risk of forfeiture" within the meaning of Code Section 83 for a period to be determined by the Committee on the Grant Date, and any grant or sale may provide for the earlier termination of such risk of forfeiture in the event of a Change in Control of the Company or other similar transaction or event. If a Grantee ceases to be an Employee or a Non-Employee Director, the number of Shares subject to the Award, if any, to which the Grantee shall be entitled shall be determined in accordance with the applicable Award Agreement. All remaining Shares underlying Restricted Stock or Restricted Units as to which restrictions apply at the date of termination of employment or service shall be forfeited subject to such exceptions, if any, authorized by the Committee.

(d) Voting Rights. Unless otherwise determined by the Committee, an Award of Restricted Shares shall entitle the Grantee to voting rights during the period for which such substantial risk of forfeiture is to continue. Unless otherwise determined by the Committee, a Grantee shall not have any rights as a shareholder with respect to Shares underlying an Award of Restricted Share Unit until such time, if any, as the underlying Shares are actually issued to the Grantee, which may, at the option of the Company be either (i) evidenced by delivery of a certificate registered in the name of the Grantee or his or her designee; or (ii) credited to a book-entry account for the benefit of the Grantee maintained by the Company's stock transfer agent or its designee.

(e) Restrictions on Transfer. Each grant shall provide that, during the period for which such substantial risk of forfeiture is to continue, the transferability of the Restricted Shares shall be prohibited or restricted in the manner and to the extent prescribed by the Committee on the Grant Date.

(f) Performance-Based Restricted Shares and Restricted Share Units. Any grant or the vesting thereof may be further conditioned upon the attainment of Performance Objectives established by the Committee in accordance with the applicable provisions of Section 9 of the Plan regarding Performance Shares and Performance Units.

(g) Award Agreements. Each grant shall be evidenced by an Award Agreement containing such terms and provisions as the Committee may determine consistent with this Plan. Unless otherwise directed by the Committee, all certificates representing Restricted Shares, together with a stock power that shall be endorsed in blank by the Grantee with respect to such Shares, shall be held in custody by the Company until all restrictions thereon lapse.

8. Performance Shares and Performance Units. The Committee may from time to time authorize grants of Performance Shares and Performance Units, which shall become payable to the Grantee upon the achievement of specified Performance Objectives, upon such terms and conditions as the Committee may determine in accordance with the following provisions:



(a) Number of Performance Shares or Units. Each grant shall specify the number of Performance Shares or Performance Units to which it pertains, which may be subject to adjustment to reflect changes in compensation or other factors.

(b) Performance Period. The Performance Period with respect to each Performance Share or Performance Unit shall commence on the Grant Date and may be subject to earlier termination in the event of a change in control of the Company or other similar transaction or event.

(c) Performance Objectives. Each grant shall specify the Performance Objectives that are to be achieved by the Grantee.

(d) Threshold Performance Objectives. Each grant may specify in respect of the specified Performance Objectives a minimum acceptable level of achievement below which no payment will be made and may set forth a formula for determining the amount of any payment to be made if performance is at or above such minimum acceptable level but falls short of the maximum achievement of the specified Performance Objectives.

(e) Payment of Performance Shares and Units. Each grant shall specify the time and manner of payment of Performance Shares or Performance Units that shall have been earned, and any grant may specify that any such amount may be paid by the Company in cash, Shares or any combination thereof and may either grant to the Grantee or reserve to the Committee the right to elect among those alternatives.

(f) Maximum Payment. Any grant of Performance Shares may specify that the amount payable with respect thereto may not exceed a maximum specified by the Committee on the Grant Date. Any grant of Performance Units may specify that the amount payable, or the number of Shares issued, with respect thereto may not exceed maximums specified by the Committee on the Grant Date.

(g) Dividend Equivalents. Any grant of Performance Shares may provide for the payment to the Grantee of dividend equivalents thereon in cash or additional, provided however that the Award Agreement shall provide that the Grantee shall not receive any dividends unless and until such time as the Performance Shares are earned and paid, and provided further that if the payment or crediting of dividends or dividend equivalents is in respect of an Award that is subject to Code Section 409A, then the payment or crediting of such dividends or dividend equivalents shall conform to the requirements of Code Section 409A and such requirements shall be specified in writing.

(h) Adjustment of Performance Objectives. If provided in the terms of the grant, the Committee may adjust Performance Objectives and the related minimum acceptable level of achievement if, in the sole judgment of the Committee, events or transactions have occurred after the Grant Date that are unrelated to the performance of the Grantee and result in distortion of the Performance Objectives or the related minimum acceptable level of achievement.

(i) Award Agreement. Each grant shall be evidenced by an Award Agreement which shall state that the Performance Shares or Performance Units are subject to all of the terms and conditions of this Plan and such other terms and provisions as the Committee may determine consistent with this Plan.

9. Stock Payments. If not prohibited by applicable law, the Committee may from time to time issue unrestricted Shares to Grantees, in such amounts and subject to such terms and conditions as the Committee shall from time to time in its sole discretion determine. A Stock Payment may be granted as, or in payment of, Nonemployee Director fees, bonuses (including without limitation any compensation that is intended to qualify as performance-based compensation for purposes of Code Section 162(m)), or to provide incentives or recognize special achievements or contributions.

10. Nontransferability. No Award granted under this Plan shall be transferable by a Grantee other than by will or the laws of descent and distribution, and Options and Stock Appreciation Rights shall be exercisable during a Grantee's lifetime only by the Grantee or, in the event of the Grantee's legal incapacity, by his guardian or legal representative acting in a fiduciary capacity on behalf of the Grantee under state law. Any attempt to transfer an Award in violation of this Plan shall render such Award null and void.

11. Adjustments. The Committee shall make or provide for such adjustments in the (a) number of Shares covered by outstanding Awards, (b) prices per share applicable to outstanding Options and Stock Appreciation Rights, and (c) kind of shares covered by Awards (including shares of another issuer), as the Committee in its sole discretion may in good faith determine to be equitably required in order to prevent dilution or enlargement of the rights of Grantees that otherwise would result from (x) any stock dividend, stock split, combination or exchange of Shares, recapitalization or other change in the capital structure of the Company, (y) any merger, consolidation, spin-off, spin-out, split-off, split-up, reorganization, partial or complete liquidation or other distribution of assets (other than a normal cash dividend), issuance of rights or warrants to purchase securities or (z) any other corporate transaction or event having an effect similar to any of the foregoing. Moreover, in the event of any such transaction or event, the Committee may provide in substitution for any or all outstanding Awards under this Plan such alternative consideration as it may in good faith determine to be equitable under the circumstances and may require in connection therewith the surrender of all Awards so replaced. The Committee may also make or provide for such adjustments in each of the limitations specified in Section 3 of the Plan as the Committee in its sole discretion may in good faith determine to be appropriate in order to reflect any transaction or event described in this Section 11.

12. Fractional Shares. The Company shall not be required to issue any fractional Shares pursuant to this Plan. The Committee may provide for the elimination of fractions or for the settlement thereof in cash.

13. Withholding Taxes. To the extent that the Company is required to withhold federal, state, local or foreign taxes in connection with any payment made or benefit realized by a Grantee or other person under this Plan, it shall be a condition to the receipt of such payment or the realization of such benefit that the Grantee or such other person make arrangements satisfactory to the Company for payment of all such taxes required to be withheld. At the discretion of the Committee, such arrangements may include relinquishment of a portion of such benefit.

14. Amendments and Other Matters.

(a) Plan Amendments. This Plan may be amended from time to time by the Board, but no such amendment shall increase any of the limitations specified in Section 3 of the Plan, other than to reflect an adjustment made in accordance with Section 11 of the Plan, without the further approval of the shareholders of the Company. The Board may condition any amendment on the approval of the shareholders of the Company if such approval is necessary or deemed advisable with respect to the applicable listing or other requirements of a national securities exchange or other applicable laws, policies or regulations. No amendment, alteration, suspension or termination of the Plan shall impair the rights of any Grantee, unless mutually agreed otherwise between the Grantee and the Company, which agreement must be in writing and signed by the Grantee and the Company.

(b) Repricing Prohibited. The Committee shall not reprice any outstanding Option, directly or indirectly, without the approval of the shareholders of the Company, provided that nothing herein shall prevent the Committee from taking any action provided for in Section 11 of the Plan.

(c) No Employment Right. This Plan shall not confer upon any Grantee any right with respect to continuance of employment or other service with the Company or any Subsidiary and shall not interfere in any way with any right that the Company or any Subsidiary would otherwise have to terminate any Grantee's employment or other service at any time.

(d) Tax Qualification. To the extent that any provision of this Plan would prevent any Option that was intended to qualify under particular provisions of the Code from so qualifying, such provision of this Plan shall be null and void with respect to such Option, provided that such provision shall remain in effect with respect to other Options, and there shall be no further effect on any provision of this Plan.

(e) Change in Control. The Committee may, in its sole discretion, provide for immediate and full vesting of an Award upon the occurrence of a Change in Control of the Company. Should the Committee determine to make such a provision with respect to the grant of an Award, a representation to that effect shall be set forth in the Award Agreement.

15. Effective Date. This Plan shall become effective upon its approval by the shareholders of the Company.
16. Termination. This Plan shall terminate on the tenth anniversary of the date upon which it is adopted by the Board, and no Award shall be granted after that date.
17. Governing Law. The Plan and any Award Agreements shall be administered, interpreted and enforced under the laws of the State of Florida without regard to conflicts of laws thereof.

Adopted by the Board of Directors  
on February 18, 2010, effective April 28, 2010

Approved by the Shareholders on  
April 28, 2010

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**CONSOLIDATED-TOMOKA LAND CO, INC.**  
**RESTRICTED SHARE AWARD AGREEMENT**

This Restricted Share Award Agreement (the "Agreement") is made as of the \_\_\_ day of \_\_\_\_\_, 2010 (the "Grant Date"), by and between CONSOLIDATED-TOMOKA LAND CO., a Florida corporation (the "Company") and \_\_\_\_\_ ("Grantee").

**Background**

The Company has adopted the Consolidated-Tomoka Land Co. 2010 Equity Incentive Plan (the "Plan") which is administered by the Compensation Committee of the Company's Board of Directors (the "Committee"). Section 7 of the Plan provides that the Committee shall have the discretion and right to grant Restricted Shares, subject to the terms and conditions of the Plan and any additional terms provided by the Committee. The Committee has granted Restricted Shares to the Grantee as of the Grant Date pursuant to the terms of the Plan and this Agreement. The Grantee desires to accept the grant of Restricted Shares and agrees to be bound by the terms and conditions of the Plan and this Agreement. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Agreement.

**Agreement**

1. **Award of Restricted Shares.** Subject to the terms and conditions provided in this Agreement and the Plan, the Company hereby grants to the Grantee \_\_\_\_\_ Restricted Shares (the "Awarded Shares") as of the Grant Date. The extent to which the Grantee's rights and interest in the Awarded Shares becomes vested and non-forfeitable shall be determined in accordance with the provisions of Sections 2 and 3 of this Agreement. The Committee has determined that the Awarded Shares are intended to satisfy the requirements for "qualified performance-based compensation" under Code Section 162(m), and therefore the Committee designates the grant of Awarded Shares as a Qualified Performance-Based Award.

2. **Performance Vesting.** Except as may be otherwise provided in Section 3 of this Agreement, the vesting of the Grantee's rights and interest in the Awarded Shares of Restricted Stock shall be determined in accordance with the performance vesting criteria set forth in Exhibit A attached to this Agreement.

3. **Change in Control.** Unless previously forfeited, the Awarded Shares shall vest upon the occurrence of a Change in Control.

4. **Shares Held by Custodian; Shareholder Rights.**

(a) The Grantee hereby authorizes and directs the Company to deliver any Restricted Shares issued by the Company to evidence the Awarded Shares to the Secretary of the Company or such other officer of the Company as may be designated by the Company's Chief Executive Officer (the "Share Custodian") to be held by the Share Custodian until the Awarded Shares become vested in accordance with Section 2 or Section 3 of this Agreement. When all or any portion of the Awarded Shares become vested, the Share Custodian shall deliver to the Grantee (or his beneficiary in the event of death) a certificate representing the vested Awarded Shares (which then will be unrestricted). The Grantee hereby irrevocably appoints the Share Custodian, and any successor thereto, as the true and lawful attorney-in-fact of the Grantee with full power and authority to execute any stock transfer power or other instrument necessary to transfer the Awarded Shares to the Company, or to transfer a portion of the Awarded Shares to the Grantee on an unrestricted basis upon vesting, pursuant to this Agreement, in the name, place, and stead of the Grantee. The term of such appointment shall commence on the Grant Date and shall continue until all the Awarded Shares become vested or are forfeited.

(b) During the period that the Share Custodian holds any of the Awarded Shares of Restricted Stock subject to this Section 4, the Grantee shall have the right to vote such Awarded Shares. The Grantee will cease to have the right to vote any of the Awarded Shares that are forfeited if and when such shares are forfeited. The number of Awarded Shares set forth in Section 1 of this Agreement shall be the maximum number of Awarded Shares to which the voting rights described in this Section 4 shall be applicable.

(c) The Grantee shall not receive any dividends with respect to the Awarded Shares for the period beginning on the Grant Date and ending on the vesting date. In the event the number of Awarded Shares is increased or reduced in accordance with Section 11 of the Plan, and in the event of any distribution of common stock or other securities of the Company in respect of such shares of common stock, the Grantee agrees that any certificate representing shares of such additional common stock or other securities of the Company issued as a result of any of the foregoing shall be delivered to the Share Custodian and shall be subject to all of the provisions of this Agreement as if initially received hereunder.

5. **Tax Consequences.** The Grantee shall pay all applicable federal, state and local income and employment taxes (including taxes of any foreign jurisdiction) which the Company is required to withhold at any time with respect to the Awarded Shares. Such payment shall be made in full, at the Grantee's election, in cash or check, by withholding from the Grantee's next normal payroll check, or by the tender of Shares of the Company's common stock (including Awarded Shares then vesting). Shares tendered as payment of required withholding shall be valued at the closing price per share of the Company's common stock on the date such withholding obligation arises.

6. **No Effect on Employment or Rights under Plan.** Nothing in the Plan or this Agreement shall confer upon the Grantee the right to continue in the employment of the Company or affect any right which the Company may have to terminate the employment of the Grantee regardless of the effect of such termination of employment on the rights of the Grantee under the Plan or this Agreement. If the Grantee's employment is terminated for any reason whatsoever (and whether lawful or otherwise), he will not be entitled to claim any compensation for or in respect of any consequent diminution or extinction of his rights or benefits (actual or prospective) under this Agreement or any Award or otherwise in connection with the Plan. The rights and obligations of the Grantee under the terms of his employment with the Company or any Subsidiary will not be affected by his participation in the Plan or this Agreement, and neither the Plan nor this Agreement form part of any contract of employment between the Grantee and the Company or any Subsidiary. The granting of Awards under the Plan is entirely at the discretion of the Committee, and the Grantee shall not in any circumstances have any right to be granted an Award.

7. **Governing Laws.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

8. **Successors.** This Agreement shall inure to the benefit of, and be binding upon, the Company and the Grantee and their heirs, legal representatives, successors and permitted assigns.



9. Severability. In the event that any one or more of the provisions or portion thereof contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the same shall not invalidate or otherwise affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision or portion thereof had never been contained herein.

10. Entire Agreement. Subject to the terms and conditions of the Plan, which are incorporated herein by reference, this Agreement expresses the entire understanding and agreement of the parties hereto with respect to such terms, restrictions and limitations.

11. Headings. Section headings used herein are for convenience of reference only and shall not be considered in construing this Agreement.

12. Additional Acknowledgements. By their signatures below, the Grantee and the Company agree that the Awarded Shares are granted under and governed by the terms and conditions of the Plan and this Agreement. Grantee has reviewed in their entirety the prospectus that summarizes the terms of the Plan and this Agreement, has had an opportunity to request a copy of the Plan in accordance with the procedure described in the prospectus, has had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understands all provisions of the Plan and this Agreement. Grantee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Plan and this Agreement.

IN WITNESS WHEREOF, the Company and the Grantee have executed this Agreement as of the Grant Date set forth above.

CONSOLIDATED-TOMOKA LAND CO.

BY: \_\_\_\_\_  
Chairman, Compensation and  
Stock Option Committee

I have read the Consolidated-Tomoka Land Co. 2010 Equity Incentive Plan adopted on April 28, 2010, and by my signature I agree to be bound by the terms and conditions of the Plan and this form of agreement.

Date: \_\_\_\_\_  
Grantee Signature

\_\_\_\_\_

## EXHIBIT A

### VESTING OF RESTRICTED SHARES (3-YEAR PERFORMANCE)

#### 1. Vesting of Restricted Shares.

The number of Restricted Shares that shall vest under this Agreement shall be based upon the following performance goal: the Company's Total Shareholder Return as compared to the Total Shareholder Returns of the Company's Peer Groups during the Performance Period, as further described below. Upon (i) the expiration of the Performance Period, and (ii) the Committee's determination and certification of the extent to which the performance goal has been achieved, the Participant shall become vested in the number of Restricted Shares that corresponds to the level of achievement of the performance goal set forth below that is certified by the Committee. Such determination and certification shall occur no later than sixty (60) days after the conclusion of the Performance Period. If the Participant's employment terminates prior to the end of the Performance Period, all Restricted Shares shall automatically be forfeited and canceled as of the date of the Participant's termination of employment; provided, however, that the Participant may be eligible for a cash payment as described in Section 2 below.

#### Determination of Peer Groups:

The "Peer Groups" used for purposes of this **Exhibit A** shall be those companies included in each of the Peer Groups (the "Peer Group") and the Russell 2000 Index (the "2000 Group") on the first day of the Performance Period, subject to change as described below. The Peer Group shall be weighted as 60% of the final vesting calculation described below, and the 2000 Group shall be weighted at 40% of the final vesting calculation described below.

Peer Group selection will be determined by the Committee using [TBD], or such similar Peer Group designated by the New York Stock Exchange, or, if no such designation exists, such other recognized independent third parties that provide such peer group information. The Committee may add additional peers to the group.

If a company in a Peer Group experiences a bankruptcy event during the Performance Period, the company will remain in the Peer Group and its stock price will continue to be tracked for purposes of the Total Shareholder Return calculation. If the company is subsequently acquired or goes private, the provisions below will apply. If the company liquidates, the company will remain in the Peer Group and its Ending Stock Price will be reduced to zero.

If a company in a Peer Group is acquired by another company in the same Peer Group, the acquired company will be removed from the Peer Group and the surviving company will remain in the Peer Group.

If a company in Peer Group is acquired by a company not in the same Peer Group, the acquired company will remain in the Peer Group, and its Ending Stock Price will be equal to the value per share of the consideration paid to the shareholders of the acquired company in the transaction. The surviving company in such transaction will not be added to the Peer Group.

If a company in a Peer Group ceases to be a public company due to a going private transaction, the company will remain in the Peer Group, and its Ending Stock Price shall be equal to the value per share of the consideration paid to the shareholders of the target company in the transaction.

Changes in the 2000 Group during the Performance Period will not affect the Peer Groups, except as described above.

#### Calculation of Total Shareholder Return:

"Total Shareholder Return" for the Company and each company in the Peer Groups shall include dividends paid and shall be determined as follows:

$$\text{Total Shareholder Return} = \frac{\text{Change in Stock Price} + \text{Dividends Paid}}{\text{Beginning Stock Price}}$$

"Beginning Stock Price" shall mean the average closing sale price as reported on the New York Stock Exchange Composite Tape of one (1) share of common stock for the thirty (30) trading days immediately prior to the first day of the Performance Period. The Beginning Stock Price shall be appropriately adjusted to reflect any stock splits, reverse stock splits or stock dividends during the Performance Period.

"Change in Stock Price" shall mean the difference between the Ending Stock Price and the Beginning Stock Price.

"Dividends Paid" shall mean the total of all cash and in-kind dividends paid on one (1) share of stock during the Performance Period.

"Ending Stock Price" shall mean the average closing sale price of one (1) share of common stock for the thirty (30) trading days immediately prior to the last day of the Performance Period, except as otherwise provided under "Determination of Peer Groups" above. Such closing sale prices shall be as reported on the New York Stock Exchange, such other national securities exchange, or as reported by an applicable automated quotation system, the OTC Bulletin Board, or otherwise, as applicable.

"Performance Period" shall mean the period commencing on the date Restricted Shares are awarded by the Company to a plan participant; and ending on the first stock trading day three (3) years after the date of the award.

#### Calculation of Weighted Average Percentile Rank:

Following the Total Shareholder Return determination for the Company and the companies in each Peer Group, the "Company Rank" for each Peer Group shall be determined by listing each company in each Peer Group (including the Company) from the highest Total Shareholder Return to lowest Total Shareholder Return and counting up to the Company from the company with the lowest Total Shareholder Return.

The Company's separate "Percentile Rank" for each Peer Group shall then be determined as follows:



$$\text{Percentile Rank for each Peer Group} = \frac{\text{Company Rank in each Peer Group}}{\text{Total Number of companies in each Peer Group including the Company}} \quad \&\# \ 160;$$

The Company's "Weighted Average Percentile Rank" shall then be calculated as the sum of (i) the Company's Percentile Rank in the Peer Group multiplied by 60% and (ii) the Company's Percentile Rank in the 2000 Group multiplied by 40%. For example, at the conclusion of the Performance Period, if the Company's Percentile Rank in the Peer Group were 65% , the Company's Percentile Ran in the 2000 Group were 50%, the Company's Weighted Average Percentile Rank would be calculated as follows:  $[(.65 \times .60) + (.50 \times .40)] \times 100 = 59\%$ .

Calculation of Number of Vested Restricted Shares:

The percent of Restricted Shares that vest shall then be determined based on the following chart:

<u>Company's Weighted Average Percentile Rank</u>	<u>Percent of Restricted Shares to Vest</u>
75th and above	100%
70 <sup>th</sup>	90%
65 <sup>th</sup>	80%
60 <sup>th</sup>	70%
55 <sup>th</sup>	60%
50 <sup>th</sup>	50%
45 <sup>th</sup>	42.5%
40 <sup>th</sup>	35%
35 <sup>th</sup>	27.5%
30 <sup>th</sup>	20%
25 <sup>th</sup>	12.5%
Below 25 <sup>th</sup>	0%

Interpolation shall be used to determine the percent of Restricted Shares that vest in the event the Company's Weighted Average Percentile Rank does not fall directly on one of the ranks listed in the above chart. Once the percent of Restricted Shares to vest has been determined, the percent shall be multiplied by the number of Restricted Shares awarded to determine the actual number of Restricted Shares that vest, rounded to the next highest whole share. All Restricted Shares that do not vest in accordance with this **Exhibit A** shall be automatically forfeited and canceled.

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**CONSOLIDATED-TOMOKA LAND CO, INC.**  
**RESTRICTED SHARE AWARD AGREEMENT**

This Restricted Share Award Agreement (the "Agreement") is made as of the \_\_\_ day of \_\_\_\_\_, 2010 (the "Grant Date"), by and between CONSOLIDATED-TOMOKA LAND CO., a Florida corporation (the "Company") and \_\_\_\_\_ ("Grantee").

**Background**

The Company has adopted the Consolidated-Tomoka Land Co. 2010 Equity Incentive Plan (the "Plan") which is administered by the Compensation Committee of the Company's Board of Directors (the "Committee"). Section 7 of the Plan provides that the Committee shall have the discretion and right to grant Restricted Shares, subject to the terms and conditions of the Plan and any additional terms provided by the Committee. The Committee has granted Restricted Shares to the Grantee as of the Grant Date pursuant to the terms of the Plan and this Agreement. The Grantee desires to accept the grant of Restricted Shares and agrees to be bound by the terms and conditions of the Plan and this Agreement. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Agreement.

**Agreement**

1. **Award of Restricted Shares.** Subject to the terms and conditions provided in this Agreement and the Plan, the Company hereby grants to the Grantee \_\_\_\_\_ Restricted Shares (the "Awarded Shares") as of the Grant Date. The extent to which the Grantee's rights and interest in the Awarded Shares becomes vested and non-forfeitable shall be determined in accordance with the provisions of Sections 2 and 3 of this Agreement. The Committee has determined that the Awarded Shares are intended to satisfy the requirements for "qualified performance-based compensation" under Code Section 162(m), and therefore the Committee designates the grant of Awarded Shares as a Qualified Performance-Based Award.

2. **Performance Vesting.** Except as may be otherwise provided in Section 3 of this Agreement, the vesting of the Grantee's rights and interest in the Awarded Shares of Restricted Stock shall be determined in accordance with the performance vesting criteria set forth in Exhibit A attached to this Agreement.

3. **Change in Control.** Unless previously forfeited, the Awarded Shares shall vest upon the occurrence of a Change in Control.

4. **Shares Held by Custodian; Shareholder Rights.**

(a) The Grantee hereby authorizes and directs the Company to deliver any Restricted Shares issued by the Company to evidence the Awarded Shares to the Secretary of the Company or such other officer of the Company as may be designated by the Company's Chief Executive Officer (the "Share Custodian") to be held by the Share Custodian until the Awarded Shares become vested in accordance with Section 2 or Section 3 of this Agreement. When all or any portion of the Awarded Shares become vested, the Share Custodian shall deliver to the Grantee (or his beneficiary in the event of death) a certificate representing the vested Awarded Shares (which then will be unrestricted). The Grantee hereby irrevocably appoints the Share Custodian, and any successor thereto, as the true and lawful attorney-in-fact of the Grantee with full power and authority to execute any stock transfer power or other instrument necessary to transfer the Awarded Shares to the Company, or to transfer a portion of the Awarded Shares to the Grantee on an unrestricted basis upon vesting, pursuant to this Agreement, in the name, place, and stead of the Grantee. The term of such appointment shall commence on the Grant Date and shall continue until all the Awarded Shares become vested or are forfeited.

(b) During the period that the Share Custodian holds any of the Awarded Shares of Restricted Stock subject to this Section 4, the Grantee shall have the right to vote such Awarded Shares. The Grantee will cease to have the right to vote any of the Awarded Shares that are forfeited if and when such shares are forfeited. The number of Awarded Shares set forth in Section 1 of this Agreement shall be the maximum number of Awarded Shares to which the voting rights described in this Section 4 shall be applicable.

(c) The Grantee shall not receive any dividends with respect to the Awarded Shares for the period beginning on the Grant Date and ending on the vesting date. In the event the number of Awarded Shares is increased or reduced in accordance with Section 11 of the Plan, and in the event of any distribution of common stock or other securities of the Company in respect of such shares of common stock, the Grantee agrees that any certificate representing shares of such additional common stock or other securities of the Company issued as a result of any of the foregoing shall be delivered to the Share Custodian and shall be subject to all of the provisions of this Agreement as if initially received hereunder.

5. **Tax Consequences.** The Grantee shall pay all applicable federal, state and local income and employment taxes (including taxes of any foreign jurisdiction) which the Company is required to withhold at any time with respect to the Awarded Shares. Such payment shall be made in full, at the Grantee's election, in cash or check, by withholding from the Grantee's next normal payroll check, or by the tender of Shares of the Company's common stock (including Awarded Shares then vesting). Shares tendered as payment of required withholding shall be valued at the closing price per share of the Company's common stock on the date such withholding obligation arises.

6. **No Effect on Employment or Rights under Plan.** Nothing in the Plan or this Agreement shall confer upon the Grantee the right to continue in the employment of the Company or affect any right which the Company may have to terminate the employment of the Grantee regardless of the effect of such termination of employment on the rights of the Grantee under the Plan or this Agreement. If the Grantee's employment is terminated for any reason whatsoever (and whether lawful or otherwise), he will not be entitled to claim any compensation for or in respect of any consequent diminution or extinction of his rights or benefits (actual or prospective) under this Agreement or any Award or otherwise in connection with the Plan. The rights and obligations of the Grantee under the terms of his employment with the Company or any Subsidiary will not be affected by his participation in the Plan or this Agreement, and neither the Plan nor this Agreement form part of any contract of employment between the Grantee and the Company or any Subsidiary. The granting of Awards under the Plan is entirely at the discretion of the Committee, and the Grantee shall not in any circumstances have any right to be granted an Award.

7. **Governing Laws.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

8. **Successors.** This Agreement shall inure to the benefit of, and be binding upon, the Company and the Grantee and their heirs, legal representatives, successors and permitted assigns.

9. Severability. In the event that any one or more of the provisions or portion thereof contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the same shall not invalidate or otherwise affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision or portion thereof had never been contained herein.

10. Entire Agreement. Subject to the terms and conditions of the Plan, which are incorporated herein by reference, this Agreement expresses the entire understanding and agreement of the parties hereto with respect to such terms, restrictions and limitations.

11. Headings. Section headings used herein are for convenience of reference only and shall not be considered in construing this Agreement.

12. Additional Acknowledgements. By their signatures below, the Grantee and the Company agree that the Awarded Shares are granted under and governed by the terms and conditions of the Plan and this Agreement. Grantee has reviewed in their entirety the prospectus that summarizes the terms of the Plan and this Agreement, has had an opportunity to request a copy of the Plan in accordance with the procedure described in the prospectus, has had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understands all provisions of the Plan and this Agreement. Grantee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Plan and this Agreement.

IN WITNESS WHEREOF, the Company and the Grantee have executed this Agreement as of the Grant Date set forth above.

CONSOLIDATED-TOMOKA LAND CO.

BY: \_\_\_\_\_  
Chairman, Compensation and  
Stock Option Committee

I have read the Consolidated-Tomoka Land Co. 2010 Equity Incentive Plan adopted on April 28, 2010, and by my signature I agree to be bound by the terms and conditions of the Plan and this form of agreement.

Date: \_\_\_\_\_  
Grantee Signature

\_\_\_\_\_

## EXHIBIT A

### VESTING OF RESTRICTED SHARES (5-YEAR PERFORMANCE)

#### 1. Vesting of Restricted Shares.

The number of Restricted Shares that shall vest under this Agreement shall be based upon the following performance goal: the Company's Total Shareholder Return as compared to the Total Shareholder Returns of the Company's Peer Groups during the Performance Period, as further described below. Upon (i) the expiration of the Performance Period, and (ii) the Committee's determination and certification of the extent to which the performance goal has been achieved, the Participant shall become vested in the number of Restricted Shares that corresponds to the level of achievement of the performance goal set forth below that is certified by the Committee. Such determination and certification shall occur no later than sixty (60) days after the conclusion of the Performance Period. If the Participant's employment terminates prior to the end of the Performance Period, all Restricted Shares shall automatically be forfeited and canceled as of the date of the Participant's termination of employment; provided, however, that the Participant may be eligible for a cash payment as described in Section 2 below.

#### Determination of Peer Groups:

The "Peer Groups" used for purposes of this **Exhibit A** shall be those companies included in each of the Peer Groups (the "Peer Group") and the Russell 2000 Index (the "2000 Group") on the first day of the Performance Period, subject to change as described below. The Peer Group shall be weighted as 60% of the final vesting calculation described below, and the 2000 Group shall be weighted at 40% of the final vesting calculation described below.

Peer Group selection will be determined by the Committee using [TBD], or such similar Peer Group designated by the New York Stock Exchange, or, if no such designation exists, such other recognized independent third parties that provide such peer group information. The Committee may add additional peers to the group.

If a company in a Peer Group experiences a bankruptcy event during the Performance Period, the company will remain in the Peer Group and its stock price will continue to be tracked for purposes of the Total Shareholder Return calculation. If the company is subsequently acquired or goes private, the provisions below will apply. If the company liquidates, the company will remain in the Peer Group and its Ending Stock Price will be reduced to zero.

If a company in a Peer Group is acquired by another company in the same Peer Group, the acquired company will be removed from the Peer Group and the surviving company will remain in the Peer Group.

If a company in Peer Group is acquired by a company not in the same Peer Group, the acquired company will remain in the Peer Group, and its Ending Stock Price will be equal to the value per share of the consideration paid to the shareholders of the acquired company in the transaction. The surviving company in such transaction will not be added to the Peer Group.

If a company in a Peer Group ceases to be a public company due to a going private transaction, the company will remain in the Peer Group, and its Ending Stock Price shall be equal to the value per share of the consideration paid to the shareholders of the target company in the transaction.

Changes in the 2000 Group during the Performance Period will not affect the Peer Groups, except as described above.

#### Calculation of Total Shareholder Return:

"Total Shareholder Return" for the Company and each company in the Peer Groups shall include dividends paid and shall be determined as follows:

$$\text{Total Shareholder Return} = \frac{\text{Change in Stock Price} + \text{Dividends Paid}}{\text{Beginning Stock Price}}$$

"Beginning Stock Price" shall mean the average closing sale price as reported on the New York Stock Exchange Composite Tape of one (1) share of common stock for the thirty (30) trading days immediately prior to the first day of the Performance Period. The Beginning Stock Price shall be appropriately adjusted to reflect any stock splits, reverse stock splits or stock dividends during the Performance Period.

"Change in Stock Price" shall mean the difference between the Ending Stock Price and the Beginning Stock Price.

"Dividends Paid" shall mean the total of all cash and in-kind dividends paid on one (1) share of stock during the Performance Period.

"Ending Stock Price" shall mean the average closing sale price of one (1) share of common stock for the thirty (30) trading days immediately prior to the last day of the Performance Period, except as otherwise provided under "Determination of Peer Groups" above. Such closing sale prices shall be as reported on the New York Stock Exchange, such other national securities exchange, or as reported by an applicable automated quotation system, the OTC Bulletin Board, or otherwise, as applicable.

"Performance Period" shall mean the period commencing on the date Restricted Shares are awarded by the Company to a plan participant; and ending on the first stock trading day five (5) years after the date of the award.

#### Calculation of Weighted Average Percentile Rank:

Following the Total Shareholder Return determination for the Company and the companies in each Peer Group, the "Company Rank" for each Peer Group shall be determined by listing each company in each Peer Group (including the Company) from the highest Total Shareholder Return to lowest Total Shareholder Return and counting up to the Company from the company with the lowest Total Shareholder Return.

The Company's separate "Percentile Rank" for each Peer Group shall then be determined as follows:

$$\text{Percentile Rank for each Peer Group} = \frac{\text{Company Rank in each Peer Group}}{\text{Total Number of companies in each Peer Group including the Company}} \square 60;$$

The Company's "Weighted Average Percentile Rank" shall then be calculated as the sum of (i) the Company's Percentile Rank in the Peer Group multiplied by 60% and (ii) the Company's Percentile Rank in the 2000 Group multiplied by 40%. For example, at the conclusion of the Performance Period, if the Company's Percentile Rank in the Peer Group were 65% , the Company's Percentile Ran in the 2000 Group were 50%, the Company's Weighted Average Percentile Rank would be calculated as follows:  $[(.65 \times .60) + (.50 \times .40)] \times 100 = 59\%$ .

Calculation of Number of Vested Restricted Shares:

The percent of Restricted Shares that vest shall then be determined based on the following chart:

<u>Company's Weighted Average Percentile Rank</u>	<u>Percent of Restricted Shares to Vest</u>
75th and above	100%
70 <sup>th</sup>	90%
65 <sup>th</sup>	80%
60 <sup>th</sup>	70%
55 <sup>th</sup>	60%
50 <sup>th</sup>	50%
45 <sup>th</sup>	42.5%
40 <sup>th</sup>	35%
35 <sup>th</sup>	27.5%
30 <sup>th</sup>	20%
25 <sup>th</sup>	12.5%
Below 25 <sup>th</sup>	0%

Interpolation shall be used to determine the percent of Restricted Shares that vest in the event the Company's Weighted Average Percentile Rank does not fall directly on one of the ranks listed in the above chart. Once the percent of Restricted Shares to vest has been determined, the percent shall be multiplied by the number of Restricted Shares awarded to determine the actual number of Restricted Shares that vest, rounded to the next highest whole share. All Restricted Shares that do not vest in accordance with this **Exhibit A** shall be automatically forfeited and canceled.

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**CONSOLIDATED-TOMOKA LAND CO.  
ANNUAL EXECUTIVE CASH BONUS PLAN**

**1. Purpose.** The purpose of the Consolidated-Tomoka Land Co. Annual Executive Cash Bonus Plan (the "Plan") is to create a mutuality of interest between management and shareholders of Consolidated-Tomoka Land Co. (the "Company") through a bonus structure designed to reward actions that will increase long-term shareholder value.

**2. Eligibility.** The participants in the Plan shall be those eligible Company officers and managers whose participation in the Plan has been approved by the Compensation Committee (the "Committee") of the Board of Directors (the "Board"). To be eligible, an officer or manager must be employed by the Company or one of its subsidiaries as a full-time employee from January 31 through December 31 of the bonus plan year, unless otherwise recommended by the Committee and approved by the Board.

**3. Administration of Plan.** The Plan shall be administered by the Committee. The Committee shall have the authority to select officers to participate in the Plan, to determine performance goals and the bonus amounts to be paid upon achievement of the performance goals, to determine other terms and conditions of awards under the Plan, to establish and amend rules and regulations relating to the Plan, and to make all other determinations necessary and advisable for the administration of the Plan. The Committee may correct any defect, supply any omission or reconcile any inconsistency in the Plan or any award in the manner and to the extent it shall deem desirable to carry it into effect. All decisions made by the Committee pursuant to the Plan shall be made in the Committee's sole and absolute discretion and shall be final and binding on officers, participants, and the Company.

**4. Performance Awards.** The Plan performance criteria are designed to incentivize those management actions that best serve the short and long-term interest of the shareholders, as determined by goals and objectives set annually by the Board. Discretionary awards will be based on the subjective evaluation and recommendation of the Committee to the full Board. Bonuses will be paid no later than March 15 following the end of the bonus plan year.

In the first quarter of each plan year, the Board upon the recommendation of the Committee will determine the potential bonus pool, adopt specific annual goals related to each criteria, approve a list of plan participants, and potential bonus award ("PBA") for a 100 percent rating.

Maximum PBA payouts are limited as follows:

· Chief Executive Officer	up to 100 percent of base annual salary
· Other Executive Officers	up to 50 percent of base annual salary
· Vice Presidents	up to 40 percent of base annual salary
· Managers	up to 30 percent of base annual salary

The independent Board Chairman shall annually make bonus recommendations to the Committee on the performance of the CEO under the plan, and the CEO shall make bonus recommendations to the Committee as to all other plan participants. The Committee will review these recommendations and make its recommendations to the Board for final approval.

The performance criteria to be used under the Plan are:

- Annual Earnings per Share (EPS)
- Self-Development
- Risk Management
- Long-Term Asset Value Enhancement
- Executive Leadership

Each performance criterion will comprise one-fifth of each participant's total PBA, or such other percentage as determined at the beginning of the plan year by the Committee. At the end of the plan year, the Committee will rate each participant's performance in relation to each of the criteria. The cumulative score for each participant will be multiplied by the PBA to determine the individual's bonus. The Committee may, with the approval of the Board, increase or decrease an individual participant's award.

**(a) Earnings per Share ("EPS").** The long-term viability of the Company is based on consistent profitability. Annual EPS, based on GAAP accounting standards, is an important measure of management's ability to execute the Company's adopted business plan. The Committee will evaluate annually actual EPS performance compared to the EPS target goal set by the Board. Performance awards will be based on the percentage achievement of the annual targeted EPS goal. To earn a 15 percent EPS bonus award the Company must achieve a minimum EPS of 75 percent of the annual goal prorated up to a 20 percent award for achieving 100 percent or more of the EPS goal.

**(b) Self-Development.** Each year the Company's adopted business plan includes specific annual performance goals and objectives for self-development. These goals could include specific measurements such as the development of roads and other infrastructure, specific self-development goals, including accomplishing certain milestones such as project design, permitting, horizontal and vertical development, leasing, and other related goals. The Committee will annually evaluate each participant's performance in meeting self-development target goals. Performance awards can range from zero up to a maximum of 20 percent of the PBA.

**(c) Risk Management.** Risk Management is critically important in the success of the Company. Poor management decisions, excessive leverage, and debt can dramatically affect the viability of the Company. Excessive risk taking, over expansion, and imprudent business decisions can exacerbate Company risks. Sales contracts, leases, and other contractual agreements with public and private entities expose the Company to potential short and long-term risks. The Company operates in a highly regulated industry and must manage its exposure to violations of Federal, State, and local regulations. Regulations are continually changing, and management must anticipate these trends and make adjustment to minimize corporate risk. National, regional, and local market conditions are also continually changing, which affects the Company's business risks. Management must anticipate these changes, and make necessary adjustments within its authority; and when necessary, make recommendations to the Board on policy changes to mitigate changing risks. The Committee will annually evaluate management's overall performance in all areas of risk management including monitoring current debt, cash flow, project costs, budgets and other targeted goals. Performance awards can range from zero up to a maximum of 20 percent of the PBA.

**(d) Long-Term Asset Value Enhancement.** The nature of the Company's land holdings requires a long-term perspective and considerable time to realize its maximum value enhancement. Management must take appropriate actions that do not impact short-term profitability (EPS), but that are in the best long-term interest of the Company and its shareholders. Actions such as: effectively managing its agricultural operations to retain and enhance land values; obtaining and improving comprehensive land use plans and other such entitlements; negotiating agreements with governmental and regulatory agencies or advancing legislative changes which improve long-term values; advancing critical infrastructure and services such as roads, utility capacity; attracting schools, colleges, and targeting private employers who will serve as magnets to attract other development that will add value to adjoining land; development of strategic properties to create new real estate products that will increase prices and absorption rates are examples of management actions that can positively enhance future asset values. Likewise, management may need to oppose certain public or private initiatives that would harm the Company's long-term asset value. At the beginning of each plan year, the Committee will establish goals for actions by management that are intended to enhance long-term asset value. The Committee will annually evaluate management's achievement of these goals, and its other actions that enhance or preserve long-term asset value. Performance awards can range from zero to a maximum of 20 percent of the PBA.

**(e) Executive Leadership.** In order to advance the Company's goals and to improve the long-term value of the Company's land holdings, it is necessary to obtain entitlements from local elected, appointed, and government officials, and other regulators as well as obtain the positive support of the local business community and general electorate. Externally, management must be proactively involved in many aspects of the local community to advance a positive image and obtain necessary entitlements for the Company. Internally, management must provide effective leadership, direction, and positive motivation to Company employees. The Committee will annually evaluate management's overall external and internal leadership performance. Performance awards can range from zero up to a maximum of 20 percent of the PBA.

**5. Discretionary Awards.** Upon the recommendation of the Committee, the Board, in its sole discretion, may also award discretionary cash bonuses to participants whose performance is determined to have been outstanding during the plan year or otherwise merit a special one-time cash bonus.

**6. Participant's Interests.** A participant's interest in any awards shall at all times be reflected on the Company's books as a general unsecured and unfunded obligation of the Company subject to the terms and conditions of the Plan. The Plan shall not give any person any right or security interest in any asset of the Company or any fund in which any deferred payment is deemed invested. Neither the Company, the Board, nor the Committee shall be responsible for the adequacy of the general assets of the Company to discharge, or required to reserve or set aside funds for, the payment of its obligations hereunder.

**7. Non-Alienation of Benefits; Beneficiary Designation.** All rights and benefits under the Plan are personal to the participant and neither the Plan nor any right or interest of a participant or any other person arising under the Plan is subject to voluntary or involuntary alienation, sale, transfer, or assignment. Subject to the foregoing, the Company shall establish such procedures as it deems necessary for a participant to designate one or more beneficiaries to whom any payment the Committee determines to make would be payable in the event of the participant's death.

**8. Withholding for Taxes.** Notwithstanding any other provisions of this Plan, the Company may withhold from any payment made by it under the Plan such amount or amounts as may be required for purposes of complying with any federal, state and local tax or withholding requirements.

**9. Rights of Employees.** Nothing in the Plan shall interfere with or limit in any way the right of the Company to terminate a participant's employment at any time, or confer upon any participant any right to continued employment with the Company or any of its subsidiaries or affiliates. A participant shall not be entitled to any claim or recourse if any action or inaction by the Company, or any other circumstance or event, including any circumstance or event outside the control of the participant, adversely affects the ability of the participant to satisfy a performance goal or in any way prevents the satisfaction of a performance goal.

**10. Adjustment of Awards.** The Committee shall be authorized to make adjustments in the method of calculating attainment of performance goals in recognition of unusual or nonrecurring events affecting the Corporation or its financial statements or changes in applicable laws, regulations or accounting principles.

**11. Amendment or Termination.** The Plan is provided at the discretion of Consolidated-Tomoka Land Co. and its Board. The Board reserves the right to modify, or terminate the Plan with or without notice.

Adopted by the Board of Directors  
on April 28, 2010

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