

Prepared By and
When Recorded Return to:

SHUMAKER.

Shumaker, Loop & Kendrick, LLP
P.O. Box 49948
Sarasota, FL 34230-6948
Phone: (941) 364-2765
Attention: Juan C. Villaveces, Esq.

MORTGAGE AND SECURITY AGREEMENT

This Mortgage and Security Agreement is made as of this 25th day of August, 2023, by and between PINES PARK INVESTORS LLC, a Florida limited liability company ("Borrower") and THE JACKSON PARTNERSHIP, LLLP, a Florida limited liability limited partnership and WILLIAM A. JACKSON, as TRUSTEE OF THE WILLIAM A. JACKSON TRUST, U/A/D DECEMBER 23, 1987, as amended, and RICHARD S. JACKSON, as TRUSTEE OF THE RICHARD S. JACKSON TRUST U/A/D DECEMBER 8, 1997, as amended (collectively, "Lender"), whose mailing address is 22708 Night Heron Way, Bradenton, Florida 34202.

WITNESSETH:

WHEREAS, Borrower is indebted to Lender in the principal sum of \$8,250,000.00 together with interest thereon, as evidenced by that certain promissory note of even date herewith, executed by Borrower and delivered to Lender (the "Note"), which by reference is made a part hereof to the same extent as though set out in full herein;

NOW, THEREFORE, to secure the performance by Borrower of all covenants and conditions in the Note and in this Mortgage and in all other instruments securing the Note, and in order to charge the properties, interest and rights hereinafter described with such payment and performance and to secure additional advances, renewals, extensions and modifications thereof and for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), Borrower does hereby mortgage, sell, pledge and assign to Lender and where applicable grant a security interest in:

THE MORTGAGED PROPERTY

A. All of the land in the County of Manatee, State of Florida, described on Exhibit "A" attached hereto and made a part hereof, to have and to hold the same, together with all the improvements now or hereafter erected on such property and all fixtures now or hereafter attached thereto, together with each and every tenements, hereditaments, easements, rights, powers, privileges, immunities and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, and also all the estate, right, title, interest, homestead, right of dower, separate estate, property, possession and claim

whatsoever in law as well as in equity of Borrower of, in and to the same in every part and parcel thereof unto Lender in fee simple.

B. Together with a security interest in all personal property and fixtures affixed to or located on the property described in paragraph (A) hereof.

C. Together with all rents, leases, issues, profits, revenue, income, proceeds and other benefits from the property described in paragraph (A) hereof to be applied to the indebtedness secured hereby; provided, however, that permission is hereby given to Borrower so long as no default has occurred hereunder, to collect, receive and use such benefits from the property as they become due and payable, but not in advance thereof.

D. All insurance policies and proceeds thereof and all condemnation proceeds, awards, damages, and claims relating to or derived from the property described in paragraphs (A), (B) and (C) hereof.

E. Everything referred to in paragraphs (A), (B), (C) and (D) hereof and any additional property hereafter acquired by Borrower and subject to the lien of this Mortgage or any part of these properties is herein referred to as the "Mortgaged Property."

PROVIDED ALWAYS, that if Borrower shall pay to Lender the Note at the times and in the manner stipulated therein, and in all other instruments securing the Note, including renewals, extension or modification thereof, and in this Mortgage and in all other instruments securing the Note, to be kept, performed or observed by Borrower, then this Mortgage shall cease and be void, but shall otherwise remain in full force and effect.

Borrower covenants and agrees with Lender as follows:

1. Compliance with Note and Mortgage; Warranty of Title. Borrower shall comply with all provisions of the Note, this Mortgage and of every other instrument securing the Note, and will promptly pay to Lender the principal with interest thereon and all other sums required to be paid by Borrower under the Note and pursuant to the provisions of this Mortgage and of every other instrument securing the Note. Borrower is indefeasibly seized of the Mortgaged Property in fee simple and Borrower has lawful authority to convey, mortgage and encumber the same as provided by this Mortgage, and does hereby so warrant.

2. Payment of Taxes and Liens. Borrower shall pay all the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature now on the Mortgaged Property or that hereafter may be imposed, levied or assessed upon this Mortgage or the Mortgaged Property or upon the indebtedness secured hereby. All such payments to be made when due and payable according to law before they become delinquent and before any interest attaches or any penalty is incurred. Insofar as any indebtedness is of record the same shall be promptly satisfied and evidence of such satisfaction shall be given to Lender.

3. Insurance. Borrower shall keep the Mortgaged Property and the improvements now existing or hereafter erected on the Mortgaged Property insured against loss by fire, flood, if

the Mortgaged Property is located in a flood zone, other hazards and contingencies in the amount of the full insurable value of the Mortgaged Property during the term of this Mortgage. Borrower shall pay promptly, when due, any premiums on such insurance. All insurance shall be carried with companies approved by Lender and the policy and renewals thereof shall be held by Lender and have attached thereto loss payable clauses in favor of and in form acceptable to Lender. In the event of loss, Borrower shall give immediate notice by mail to Lender, and Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payments for such loss directly to Lender instead of either to Borrower or Borrower and Lender jointly. Insurance proceeds or any part thereof may be applied by Lender at its option, after deducting therefrom all its expenses including attorney's fees and costs, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. Lender is hereby authorized, at its option, to settle and compromise any claims, awards, damages, rights of action and proceeds, and any other payment or relief under any insurance policy. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the indebtedness secured hereby, all right, title, and interest of Borrower in and to any insurance policies then in force shall pass to the purchaser or grantee.

4. Condemnation. If the Mortgaged Property or any part thereof shall be damaged or taken through condemnation (which term when used herein shall include any damage or taking by any governmental authority or any other authority authorized by the laws of the State of Florida or the United States of America to so damage or take, and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness and other sums secured hereby shall, at the option of Lender, become immediately due and payable. Lender shall be entitled to all compensation awards, damages, claims, rights of action and proceeds of, or on account of any damage or taking through condemnation and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or Borrower's name, any action or proceeding relating to any condemnation, and to settle and compromise any claim in connection therewith. All such compensation awards, damages, claims, rights of action and proceeds, and any other payments or relief, and the right thereto, are hereby assigned by Borrower to Lender and Lender after deducting therefrom all its expenses including attorney's fees and costs, may release any monies so received by it without affecting the lien of this Mortgage or may apply the same, in such manner as Lender shall determine, to the reduction of the sums secured hereby and to any prepayment charge provided in the Note, this Mortgage or any other instrument securing the Note. Any balance of such monies then remaining shall be paid to Borrower. Borrower agrees to execute such further assignments of any compensation, awards, damages, claims, rights of action and proceeds as Lender may require.

5. Care of Mortgaged Property. Borrower shall not remove or demolish any building or other property forming a part of the Mortgaged Property without the written consent of Lender. Borrower shall not permit, commit, or suffer any waste, impairment or deterioration of the Mortgaged Property or any part thereof, and shall keep the same and improvements thereon in good condition and repair. Borrower shall notify Lender in writing within five (5) days of any damage or impairment of the Mortgaged Property. Borrower shall make any changes to the Mortgaged Property required to bring it into compliance with any governmental regulations including, but not limited to the Clean Air Act and the Americans with Disabilities

Act. Lender may, at Lender's discretion, have the Mortgaged Property inspected at any time and Borrower shall pay all costs incurred by Lender in executing such inspection. Borrower will not use, generate, manufacture, produce, store, release, discharge or dispose of on, under or about the Mortgaged Property or transport from the Mortgaged Property any Hazardous Substance (as defined in any law, rule or regulation addressing same) or allow any other person or entity to do so. Borrower shall protect, indemnify and hold harmless Lender from and against any and all loss, damage, cost, expense or liability (including attorney's fees and costs) directly or indirectly arising out of or attributable to the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal or presence of a Hazardous Substance on, under or about the Mortgaged Property including without limitation (i) all foreseeable consequential damages; and (ii) the costs of any required or necessary repair, cleanup or detoxification of the Mortgaged Property and the preparation and implementation of any closure, remedial or other required plans. This indemnity shall survive the extinguishment of the lien of this Mortgage by foreclosure or action in lieu thereof.

6. Lender's Right to Make Certain Payments. In the event Borrower fails to pay or discharge the taxes, assessments, levies, liabilities, obligations and encumbrances, or fails to keep the Mortgaged Property insured or to deliver the policies, premiums paid, or fails to repair the Mortgaged Property as herein agreed, Lender may at its option pay or discharge the taxes, assessments, levies, liabilities, obligations and encumbrances or any part thereof, may procure and pay for such insurance or may make and pay for such repairs. Lender shall have no obligation on its part to determine the validity or necessity of any payment thereof and any such payment shall not waive or affect any option, lien equity or right of Lender under or by virtue of this Mortgage. The full amount of each and every such payment shall be immediately due and payable and shall bear interest from the date thereof until paid at the Default Rate, as hereinafter defined, and together with such interest, shall be secured by the lien of this Mortgage. Nothing herein contained shall be construed as requiring Lender to advance or expend monies for any of the purposes mentioned in this paragraph.

7. Payment of Expenses. Borrower shall pay all the costs, charges and expenses, including reasonable attorney's fees, disbursements and cost of abstracts of title, incurred or paid at any time by Lender due to the failure on the part of Borrower promptly and fully to perform, comply with and abide by each and every stipulation, agreement, condition and covenant of the Note and this Mortgage. Such costs, charges and expenses, shall be immediately due and payable, whether or not there be notice, demand, attempt to collect or suit pending. The full amount of each and any such payment shall bear interest from the date thereof until paid at the Default Rate, as hereinafter defined. All such costs, charges and expenses so incurred or paid, together with such interest, shall be secured by the lien of this Mortgage and any other instrument securing the Note.

8. After Acquired Property. The lien of this Mortgage will automatically attach, without further act, to all after acquired property of whatever kind located in or on, or attached to, or used or intended to be used in connection with or in the operation of the Mortgaged Property.

9. Additional Documents. At all times this Mortgage is in effect, upon Lender's request, Borrower shall make, execute and deliver or cause to be made, executed and delivered to Lender and, where appropriate, shall cause to be recorded or filed and thereafter to be re-recorded or refiled at such time and in such places as shall be deemed desirable by Lender any and all such further mortgages, instruments of further assurance, certificates and other documents as Lender may consider necessary or desirable in order to effectuate, complete, enlarge, perfect, or to continue and preserve the obligations of Borrower under the Note and this Mortgage and all other instruments securing the Note, and the lien of this Mortgage as a first and prior lien upon all the Mortgaged Property. Upon any failure by Borrower to do so, Lender may make, execute, record, file, re-record or refile any and all such mortgages, instruments, certificates and documents for and in the name of Borrower. Borrower hereby irrevocably appoints Lender agent and attorney-in-fact of Borrower to do all things necessary to effectuate or assure compliance with this paragraph.

10. Event of Default. Any one of the following shall constitute an event of default:

(a) Failure by Borrower to pay as and when due and payable, any installments of principal or interest due under the Note, or any deposits for taxes and assessments or insurance premiums due hereunder, or any other sums to be paid by Borrower hereunder or under any other instrument securing the Note.

(b) Failure by Borrower to duly keep, perform and observe any other covenant, condition or agreement in the Note, this Mortgage, any other instrument securing the Note or any other instrument collateral to the Note or executed in connection with the sums secured hereby.

(c) If either Borrower or any guarantor or endorser of the Note: (i) files a voluntary petition in bankruptcy; (ii) is adjudicated a bankrupt or insolvent; (iii) files any petition or answer seeking or acquiescing in any reorganization, management, composition, readjustment, liquidation, dissolution or similar relief for itself under any law relating to bankruptcy, insolvency or other relief for debtors; (iv) seeks or consents to or acquiesces in the appointment of any trustee, receiver, master or liquidator of itself or of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof; (v) makes any general assignment for the benefit of creditors; (vi) makes any admission in writing of its inability to pay its debts generally as they become due; (vii) a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Borrower or any guarantor or endorser of the Note, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state, or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days, whether or not consecutive from the date of entry thereof, or (viii) any trustee, receiver or liquidator of Borrower or of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof, is appointed without the prior written consent of Lender, which

appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days whether or not consecutive.

(d) Any breach of any warranty or material untruth of any representation of Borrower contained in the Note, this Mortgage or any other instrument securing the Note.

(e) Any default under any other mortgage which now or hereafter encumbers the Mortgaged Property.

(f) Any default by Borrower under any other loan, and the documents evidencing same, made by Lender to Borrower.

11. Acceleration. If an event of default shall have occurred, Lender may declare the outstanding principal amount of the Note and the interest accrued thereon, and all other sums secured hereby, to be due and payable immediately. Upon such declaration such principal and interest and other sums shall immediately be due and payable without demand or notice.

12. Remedies After Default. Upon an event of default, Lender may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy to: (a) enforce payment of the Note or the performance of any term hereof or any other rights; (b) foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property under the judgment or decree of a court or courts of competent jurisdiction; (c) collect, allocate and use without court direction, all rents, issues, profits, revenue, income and other benefits from the Mortgaged Property without the necessity of appointing a receiver to do so, upon the sworn ex parte motion of Lender that a default has occurred; (d) appoint, without notice to Borrower, a receiver to enter upon and take possession of the Mortgaged Property and to collect all rents, issues, profits, revenue, income, and other benefits thereof and apply the same as a court may direct and such receiver shall have all rights and powers permitted under law, upon the sworn ex parte motion of Lender that a default has occurred, and Borrower does hereby consent to such appointment; and (e) pursue any other remedy available to it including, but not limited to taking possession of the Mortgaged Property without notice or hearing to Borrower. Lender shall take action either by such proceedings or by the exercise of its power with respect to entry or taking possession, or both, as Lender may determine.

13. No Waiver. No delay or omission of Lender or of any holder of the Note to exercise any right, power or remedy accruing upon any event of default shall exhaust or impair any such right, power or remedy or shall be construed to waive any event of default or to constitute acquiescence therein.

14. Non-Exclusive Remedies. No right, power or remedy conferred upon or reserved to Lender by the Note, this Mortgage or any other instrument securing the Note is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Note, or now or hereafter existing at law, in equity or by statute.

15. Successors and Assigns Bound. Whenever one of parties hereto is named or referred to herein, the heirs, successors and assigns of such party shall be included and all covenants and agreements contained in this Mortgage, by or on behalf of Borrower or Lender, shall bind and inure to the benefit of their respective heirs, successors and assigns, whether or not so expressed.

16. Miscellaneous. In the event that any of the covenants, agreements, terms or provisions contained in the Note, this Mortgage or any other instrument securing the Note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note and any other instrument securing the Note shall be in no way affected, prejudiced or disturbed thereby.

17. Attorneys' Fees. The term "attorneys' fees" as used in this Mortgage includes any and all legal fees of whatever nature including, but not limited to, attorneys' fees, paralegals' fees, legal assistants' fees and all fees resulting from any appeal of an interlocutory order or final judgment or any other appellate proceeding arising out of any litigation, and all fees incurred in connection with a determination of the amount of such fees to which Lender is entitled.

18. Future Advances. This Mortgage is given to secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or are to be made at the option of Lender, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but the total unpaid balance so secured at one time shall not exceed twice the face amount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the Mortgaged Property, with interest on such disbursements at the Default Rate, as hereinafter defined.

19. Obligation of Borrower. Borrower shall pay the cost of releasing or satisfying this Mortgage of record.

20. No Transfer. It is understood and agreed by Borrower that as part of the inducement to Lender to make the loan evidenced by the Note, Lender has considered and relied on the credit worthiness and reliability of Borrower. Borrower covenants and agrees not to sell, convey, transfer, or further encumber any interest in all or any part of the Mortgaged Property without the prior written consent of Lender, and any such sale, conveyance, transfer or encumbrance made without Lender's prior written consent shall be void and shall immediately without any curative period allow Lender to accelerate in accordance with Paragraph 11 hereof. If any person should obtain an interest in all or any part of the Mortgaged Property pursuant to the execution or enforcement of any lien, security interest or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof, such event shall be deemed to be a transfer by Borrower and an event of default hereunder.

21. No Change in Zoning Classification or Land Use. It is understood and agreed by Borrower that as part of the inducement to Lender to make the loan evidenced by the Note, Lender has considered and relied on the existing zoning classification and land use of the

Mortgaged Property. Borrower covenants and agrees not to change, or make any application to change, the existing zoning classification or land use of the Mortgaged Property prior to the Maturity Date (as such term is defined in the Note) or, if applicable, the Extended Term (as such term is defined in the Note), without Lender's prior written consent, and any such change, or application to change, prior to the Maturity Date or the Extended Term, made without Lender's prior written consent, shall be void and shall immediately without any curative period allow Lender to accelerate in accordance with Paragraph 11 hereof.

22. Default Rate. The Default Rate shall be the highest rate allowable by law.

23. Documentary Stamp Tax/Intangible Tax. Borrower and Borrower's heirs, personal representatives, successors and assigns, indemnify and agree to defend and hold Lender harmless against Florida documentary stamp and intangible taxes, if any, imposed upon Lender by virtue of its execution and acceptance of this document or its ownership of the Note, as from time to time further modified and restated, including any penalties, interest, and attorney's fees incurred by Lender in connection therewith, and all such charges shall be secured by the lien of this Mortgage, and as from time to time amended, and bear interest at the Default Rate from the date of advance by Lender until paid by Borrower. The provisions of this paragraph shall survive the repayment of the Note and the indebtedness evidenced thereby, and satisfaction of this Mortgage, and shall continue for so long as a claim may be asserted by the State of Florida or any of its agencies.

24. Hazardous Waste. Borrower warrants and represents to Lender after thorough investigation:

(a) That neither Borrower nor any other person to Borrower's knowledge, after reasonable inquiry, has ever used the Mortgaged Property as a facility for the storage, treatment or disposal of any "Hazardous Substances," as that term is hereinafter defined.

(b) That the Mortgaged Property is now and at all times hereafter will continue to be in full compliance with all federal, state and local "Environmental Laws" (as that term is defined hereinafter), including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 USC §9601, et seq., the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Public Law 99-499, 100 Stat. 1613, the Resource Conservation and Recovery Act ("RCRA") 42 USC §6901, et seq., the Florida Resource Recovery and Management Act, Section 403.701, et seq., Florida Statutes, the Pollutant Spill Prevention and Control Act, Sections 376.011-376.17 and 376.19-376.2, Florida Statutes, as the same may be amended from time to time and all ordinances, regulations, codes, plans, orders, and decrees now existing or in the future enacted, promulgated, adopted, entered or issued, both within and outside present contemplation of Borrower and Lender.

(c) That (i) as of the date hereof there are no hazardous or toxic materials, substances, wastes or other environmentally regulated substances (including solids or gaseous products and any materials containing asbestos), the presence of which is

limited, regulated or prohibited by any state, federal or local governmental authority or agency having jurisdiction over the Mortgaged Property, or which are otherwise known to pose a hazard to health or safety of occupants of the Mortgaged Property, located on, in or under the Mortgaged Property or used in connection therewith, or (ii) Borrower has fully disclosed to Lender in writing the existence, extent and nature of any such hazardous or toxic material waste or other environmentally regulated substance, which Borrower is legally authorized and empowered to maintain on, in or under the Mortgaged Property or use in connection therewith, and Borrower has obtained and will maintain all licenses, permits and approvals required with respect thereto, and is in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals.

(d) That Borrower shall notify Lender of any change in the nature or extent of any hazardous or toxic materials, substances or wastes maintained on, in or under the Mortgaged Property or used in connection therewith, and will transmit to Lender copies of any governmental or non-governmental communication, citations, orders, or notices received with respect to any other hazardous materials, substances, wastes or other environmentally regulated substances affecting the Mortgaged Property.

(e) That Borrower is not aware of, nor has the Borrower nor any of its subsidiary or affiliated entities received notice of, any past, present or future events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent compliance or continued compliance with Environmental Laws or any ordinance, regulation, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved thereunder, or which may give rise to any common law or legal liability, or otherwise form the basis of any claim, action, demand, suit, proceeding, hearing, study or investigation, based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling, or the emission, discharge, release or threatened release into the environment, of any Hazardous Substance.

(f) That there is no civil, criminal or administrative action, suit, demand, claim, hearing, notice or demand letter, notice of violation, investigation, or proceeding pending or threatened against Borrower or the Mortgaged Property, relating in any way to any Environmental Laws or any regulation, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved thereunder.

(g) Borrower hereby agrees to indemnify, reimburse, defend and hold harmless Lender, its officers, directors, employees, successors and assigns from and against all demands, claims, civil or criminal actions or causes of action, liens, assessments, civil or criminal penalties or fines, losses, damages, liabilities, obligations, costs, disbursements, expenses or fees of any kind or of any nature (including, without limitation, cleanup costs, attorneys', consultants' or experts' fees and disbursements and costs of litigation at trial and appellate levels) which may at any time be imposed upon, incurred by or asserted or awarded against, Lender directly or indirectly, resulting from: (i) any acts or activities of Borrower, its agents, employees or contractors, at, on or about

the Mortgaged Property which contaminate air, soils, surface waters or groundwaters over, on or under the Mortgaged Property; (ii) arising from or out of any Hazardous Substance on, in or under the Mortgaged Property; (iii) pursuant to or in connection with the application of any Environmental Law to the acts or omissions of Borrower or any other person and any environmental damage alleged to have been caused, in whole or in part, by the transportation, treatment, storage, or disposal of any Hazardous Substance or (iv) arising from or in relation to the presence, whether past, present or future, of any Hazardous Substances on the Mortgaged Property.

Without limiting the foregoing, this indemnification provision specifically protects Lender against any claim or action from activities described in (i), (ii), (iii) or (iv) above, based in whole or in part upon any environmental statute, rule, regulation or policy, including but not limited to Chapters 403 and 376, Florida Statutes, the Florida Administrative Code, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 USC §9601, et seq., as amended, the Resource Conservation and Recovery Act, 42 USC §6901, et seq., and other laws, whether now in existence or enacted in the future.

Borrower's indemnification obligation hereunder shall be one of strict liability and shall be enforceable without regard to any fault or knowledge of Lender with respect to any act or omission or condition or event which is the basis of the claim under such indemnification obligation. Borrower's obligation under this section shall not be limited to any extent by the term of the Note or other obligations secured hereby, and such obligation shall continue, survive and remain in full force and effect notwithstanding payment in full or other satisfaction or release of said Note (and other obligations secured hereby) and this Mortgage, or any foreclosure under this Mortgage, or any delivery of a deed in lieu of foreclosure. The provisions of this Section shall be deemed to survive and continue in full force and effect after any foreclosure or other proceeding by which Lender, and its successors and assigns succeed to ownership of the Mortgaged Property.

As used herein, "Environmental Law" means any federal, state, or local statutory or common law relating to pollution or protection of the environment, including without limitation, any common law of nuisance or trespass, and any law or regulation relating to emissions, discharges, releases or threatened releases of Hazardous Substances into the environment (including without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances.

As used herein, "Hazardous Substance" means any substance or material (i) identified in Section 101(14) of CERCLA, 42 USC §9601(14), as the same may be amended from time to time, or (ii) determined to be toxic, a pollutant or contaminant, under federal, state or local statute, law, ordinance, rule or regulation or judicial or administrative order or decision, as same may be amended from time to time, including but not limited to petroleum and petroleum products as defined in Section 376.301(10), Florida Statutes, as same may be amended from time to time.

Lender shall have the right, in its sole discretion, to require Borrower to periodically (but not more frequently than annually unless an Environmental Complaint is then outstanding) perform (at Borrower's expense) an environmental audit and, if deemed necessary by Lender, an environmental risk assessment, each of which must be satisfactory to Lender in its sole discretion, of the Mortgaged Property, hazardous waste management practices and/or hazardous waste disposal sites used by Borrower. Such audit and/or risk assessment must be by an environmental consultant satisfactory to Lender. Should Borrower fail to perform such environmental audit or risk assessment within thirty (30) days of the Lender's written request, Lender shall have the right but not the obligation to retain an environmental consultant to perform such environmental audit or risk assessment. All costs and expenses incurred by Lender in the exercise of such rights shall bear interest at the default rate set forth in the Note and shall be secured by this Mortgage and shall be payable by Borrower upon demand or charged to Borrower's loan balance at the discretion of Lender.

Any breach of any warranty, representation or agreement contained in this Section shall be an Event of Default hereunder and shall entitle Lender to exercise any and all remedies provided in this Mortgage, or otherwise permitted by law.

This Mortgage and Security Agreement has been executed the date set forth above.

WITNESSES:

PINES PARK INVESTORS LLC,
a Florida limited liability company

Patrick G. Bryant
Print Name: PATRICK G. BRYANT

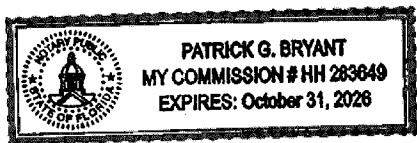
By: *Shawn T. Kalota*
Print Name: Shawn T. Kalota
As Its: Manager

Kyle DeStefano
Print Name: Kyle DeStefano

Address: 303 9th St W
Bradenton FL 34221

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 24th day of August, 2023, by Shawn T. Kalota as Manager of PINES PARK INVESTORS LLC, a Florida limited liability company.



Patrick G. Bryant
Notary Public, PATRICK G. BRYANT
Print Name:
My Commission Expires: 10/31/26

Personally Known *K* (OR) Produced Identification _____
Type of identification produced N/A

EXHIBIT A

PARCEL 1

BLOCKS K AND M, AZURE SHORES, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 147, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

ALSO, THAT PART OF U.S. GOVERNMENT LOT 2, SECTION 4, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA, LYING EAST OF LOTS 1, 2, 3, 4, 5, 6 AND 7, BLOCK M, AS PER CORRECTED PLAT OF AZURE SHORES, RECORDED IN PLAT BOOK 2, PAGE 147, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND LYING WEST OF THE MEAN HIGH WATER LINE OF SARASOTA BAY, AND BOUNDED ON THE NORTH BY THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 7, BLOCK M, AND BOUNDED ON THE SOUTH BY THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 2, OF BLOCK M.

PARCEL 2

THE EAST 25 FEET OF LOT 9, AND ALL OF LOTS 10 AND 11, BLOCK C, AZURE SHORES, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 147, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.