

# Vontive

1000 2nd Ave, Suite 2500  
Seattle, WA 98104  
Tel: 833-747-3927 | Fax: 415-887-1192

**November 07, 2025**

**VIA E-MAIL**

**Qualified Title**  
**Evelyn Rosil**  
**evelyn@qualifiedtitle.com**  
**(305) 557 - 0590**

**RE: Closing of Loan Number 1015061-0000039684-9 in the amount of \$750,000.00 to NICOLE ANTHONY HOLDINGS LLC (“Borrower”); Qualified Title (“Escrow Company”) File No. 25-2736-R**

To Whom It May Concern:

This letter constitutes **Vontive, Inc.** (“Lender”) closing instructions (the “Closing Instructions”) to you in connection with the loan in the above-referenced amount (the “Loan”) to be made by Lender to Borrower. The Loan is to be secured by the real property located at **821 Northeast 205th Street, Miami, FL 33179** and is described further in the Security Instrument (as defined below) (the “Property”).

**A. DOCUMENT DELIVERIES**

In connection with the Closing, you should have received, or you will be receiving, the following original documents, duly executed, acknowledged, and in proper form for recording (where applicable) (the “Loan Documents”):

1. **Mortgage** dated **2025-11-07**, made by Borrower to Lender (the “Security Instrument”);

2. The following documents:
  1. Term Sheet
  2. Promissory Note
  3. Mortgage
  4. Agreement to Provide Insurance
  5. Unconditional Guaranty of Payment and Performance
  6. Environmental Indemnity Agreement
  7. Occupancy and Financial Status Affidavit
  8. Business Purpose Affidavit
  9. Borrower Certification and Authorization
  10. Patriot Act Information Disclosure
  11. Servicing Transfer Disclosure
  12. Borrower Certification

**Please ship documents to: 1000 2nd Ave, Suite 2500 Seattle, WA 98104  
Attention: Servicing Department**

**B. EXECUTION OF DOCUMENTS**

You are responsible for verifying the execution (including initialing of certain provisions, where indicated, as well as dates that need completion) and acknowledgement, where indicated, by all parties to each of the Loan Documents in accordance with the instructions provided herein.

1. Be advised that some documents require initials or signatures in the body and/or exhibits of the document in addition to the signatures at the end of the document.
2. No changes, interlineations, margin notations, or other modifications shall be made to the Loan Documents without the express written approval of Lender.
3. All exhibits must be completed and attached to the Loan Documents in the form approved by Lender.
4. The legal descriptions contained in the Loan Documents and the Lender's Policy must be identical.
5. All Loan Documents must be executed by the specific individuals indicated in the typed signature blocks personally, and not under power of attorney.

**C. DELIVERY OF LOAN FUNDS**

1. Lender will wire the amount of **\$741,049.41** (the "Loan Proceeds") to you by federal wire transfer in accordance with Escrow's provided wiring instructions. The net wire amount is calculated based on the following:

Net Wire Calculation

Total Loan Amount	\$750,000.00
Initial Funding	\$750,000.00
Appraisal Fee	\$1,368.00
Underwriting Fee	\$1,495.00
Prepaid Interest	\$3,437.50
Initial Escrow Deposit	\$3,150.09
Appraisal Deposit (Credit)	(\$500.00)
<b>Net Wire Amount</b>	<b>\$741,049.41</b>

**Please collect on Settlement Statement \$22,500.00 payable to Dan @ Adler Capital and \$1,495.00 payable to Dan @ Adler Capital.**

and:

- a. Lender receives your acceptance of these Closing Instructions by signing and returning these Closing Instructions;
  - b. You acknowledge receipt of the signed Loan Documents;
  - c. Lender has received **COPIES** of all other Loan Documents relating to the closing of the Loan; and
  - d. Any cash to close must come from the Borrower. The account in which borrower funds are provided from must match the Borrower's name. In the event it does not, third party authorization is required and must be approved by Lender in writing prior to closing.
2. The Loan Proceeds represent the funds available for disbursement in accordance with the disbursement instructions (the "Settlement Statement") in the form approved by Lender.
  3. It is understood by Borrower that interest shall accrue on the Loan at the interest rate set forth in the promissory note evidencing the Loan from (and including) the date that the Loan Proceeds are wired to escrow. Borrower shall be liable for all such accrued interest, regardless of the date the Loan Proceeds are disbursed from escrow or if the Loan Proceeds are returned to Lender. Any interest earned on the Loan Proceeds held in escrow shall be disbursed to Borrower along with the Loan Proceeds; provided, however, if the Loan does not close as described herein, the Loan Proceeds, including any interest earned thereon, will be paid to Lender.

**D. CLOSING CONDITIONS**

The following are conditions precedent which must be fully satisfied before the Loan Proceeds may be disbursed:

1. You have received the Loan Proceeds and all other funds necessary to close the transaction, if any (collectively, the "Closing Funds") and are prepared to immediately disburse the Closing Funds in accordance with the Settlement Statement upon proper authorization in accordance with these Closing Instructions. **The lender must give funding authorization before disbursement of Loan Proceeds.**
2. You have determined that all the Loan Documents are complete and all exhibits thereto have been attached (including, without limitation, the correct legal descriptions), have been properly executed, and are in proper form for recording and/or filing in the Official Records of **Dade County** (the "Official Records"), or the office of the Secretary of State of **Florida**, as applicable.
3. You have received all other documents, certificates, affidavits, and forms necessary to record and/or file the Loan Documents and close the transaction.
4. You have performed a search of the Borrower using his or her name and social security number, to confirm the Borrower does not have any recorded items against him or her.
5. **Qualified Title Services, L.L.C.** is irrevocably committed to issue a final ALTA Lender's Policy of Title Insurance Form, either as adopted October 17, 1992 or June 17, 2006 in favor of Lender (the "Lender's Policy") that satisfies all of the following requirements:
  - a. Title to the Property must be vested in Borrower;
  - b. Lender's Policy shall insure the Security Instrument as a first and valid lien on the Property, subject only to the exceptions marked in Schedule B of the **PRELIMINARY REPORT** Order No. **1682133** as approved by Lender (the "Title Commitment"), and all non-standard exceptions have been removed;
  - c. Lender's Policy must not contain any exception for mechanic's liens or any other deletion or exception based on the commencement of construction. If construction has commenced on the Property, you must procure any terminations, releases, waivers, and indemnities as required to remove such exceptions from the Lender's Policy;
  - d. Coverage shall be in the amount of the Loan;

- e. Lender's Policy shall be dated effective as of the date and time of the recording of the Security Instrument;
- f. Lender's Policy shall include the following endorsements, deletions or protections:
  - i. "Gap" protection, insuring the validity and priority of the Security Instrument against any liens or other matters of record which may come of record between the date and time of the Title Commitment and the date and time of the recording of the Security Instrument;
  - i. endorsements numbered 100, 8.1, ALTA 6.0 or 6.1, ALTA 22 (address verification, showing the address as described above).
- g. You have received authorization by email from the undersigned (each the "Lender's Representative") to proceed with the closing in accordance with Section 5 herein.

**E. CLOSING**

When all conditions to closing are satisfied, you may close escrow by taking the following steps, in the order listed:

1. Date all the documents deposited in escrow as of the closing date (unless otherwise already dated), and attach original counterpart signature pages for each document to form fully-executed originals of each document executed by the parties as may be applicable.
2. Record in the Official Records in the following order of recordation and priority:
  - a. the Security Instrument
3. Upon confirmation of recording, disburse the Loan Proceeds in accordance with the Settlement Statement.
4. Upon disbursement of the Loan Proceeds, confirmation via email must be sent to **Vontive, Inc.** that funds have been disbursed to all parties within 1 business day of the Close Date. Any delays in the disbursement of funds within 1 business day of the Close Date must be communicated to **Vontive, Inc.** for resolution.

**F. POST-CLOSING OBLIGATIONS**

The following are the post-closing obligations to be performed by you:

1. Upon recordation of the Loan Documents (the “Recording Date”), you shall immediately confirm recordation of the Loan Documents and provide all the recording information for the Loan Documents to the undersigned; and
2. No later than **one** (1) business day(s) after Recording Date, you shall deliver to the undersigned:
  - a. Conformed copies of the Loan Documents;
  - b. A certified copy of the final Settlement Statement

**G. EXPENSES**

Borrower shall pay all costs and expenses in connection with the closing of the Loan, including those which may be incurred for the Lender’s Policy and endorsements, escrow fees, photocopying, recording and filing fees, mortgage taxes, title company services, and all other such fees, charges, and taxes. Lender shall have no responsibility or liability for any costs or expenses which may be incurred in connection with closing the Loan.

Any cash to close must come from Borrower. The account in which Borrower funds are provided must match the Borrower’s name.

By your execution of these Closing Instructions, you hereby acknowledge and agree to strictly abide by these Closing Instructions and perform your obligations hereunder. You acknowledge and agree that your signature transmitted to the undersigned by email shall represent the valid and binding execution of these Closing Instructions. Notwithstanding your failure to execute these Closing Instructions, your disbursement of the Loan Proceeds shall conclusively evidence your agreement to strictly abide by these Closing Instructions and perform your obligations hereunder. Upon your disbursement of the Loan Proceeds:

1. **Qualified Title Services, L.L.C.**’s commitment to issue the Lender’s Policy in accordance with these Closing Instructions is irrevocable.
2. **Qualified Title Services, L.L.C.** accepts all risks and liabilities for the issuance of the Lender’s Policy notwithstanding the fact that certain Loan Documents may not have been recorded or filed.

Please contact the undersigned if you require further information regarding these Closing Instructions or any other matter.

**ACCEPTED AND AGREED TO this  
November \_\_\_\_\_, 2025 by Qualified Title.**

**By:** \_\_\_\_\_  
**Name:** Evelyn Rosil  
**Note:** *Person signing must be an Authorized Agent.*

# Vontive

1000 2nd Ave, Suite 2500  
Seattle, WA 98104  
Tel: 833-747-3927 | Fax: 415-887-1192

## TERM SHEET

**Loan Number:** 1015061-0000039684-9

The undersigned NICOLE ANTHONY HOLDINGS LLC (“Borrower”) hereby applies to Vontive, Inc. (“Lender”) for a first lien position loan (the “Loan”) with respect to the real property located at 821 Northeast 205th Street, Miami, FL 33179 and described in attached Exhibit “A” (the “Property”) on the terms and conditions set forth below.

### LOAN TERMS

<b>Loan Amount:</b>	\$750,000.00 (Not to Exceed)
<b>Origination Fee:</b>	0.000% of the Loan Amount, due at closing
<b>Underwriting Fee:</b>	\$1,495.00, due at closing
<b>Initial Interest Rate:</b>	Base Rate of 6.875% per annum, calculated on the basis of a 360-day year, payable in arrears on the first day of each month, except that Interest for the actual days remaining in the month in which the Closing occurs must be prepaid at Closing.
<b>Interest-Only Period:</b>	10 Years
<b>First Change Date:</b>	December 01, 2030
<b>First P&amp;I Payment Date:</b>	January 01, 2036
<b>Monthly Payment for Interest-Only Period:</b>	\$4,296.88
<b>Monthly Escrow Payment Amount (in addition to the monthly payment):</b>	\$1,050.03

**Interest Rate Review Frequency:** Semi Annual

**Initial Rate Reset:** 5.000%

**Periodic Rate Reset:** 2.000%

**Lifetime Rate Reset:** 5.000%

**Margin:** 6.000%

**Index:** 30 Day SOFR

**Amortization Period:** 20 years

**Default Rate:** 18.00% per annum

**Loan Term:** 360 Months

**Maturity Date:** December 01, 2055

**Loan Type:** Variable

**Prepayment Penalty:**  
Year 1: 3% of unpaid balance  
Year 2: 2% of unpaid balance  
Year 3: 1% of unpaid balance

**Exit Fee:** 0.000% of the Loan Amount, due at payoff

**Guarantor(s):** Tatiana N Atkins and Sean A Atkins

**CLOSING.** Subject to the satisfaction of all of the terms and conditions of this Application, the Loan must be closed (“Closing”) on a date acceptable to Lender on or before November 07, 2025 (“Closing Deadline”). The Loan will be disbursed from escrow less closing costs, fees and expenditures due from Borrower pursuant to the terms hereof. Time is of the essence. If a Closing Date prior to the Closing Deadline is scheduled by the parties, but the Borrower fails to deposit required documents and funds by such date, interest shall accrue on the Loan from the scheduled Closing Date.

**Loan Documents:** The Loan shall be evidenced by a Promissory Note (“Note”) and secured by a first lien Mortgage on the Property (the “Mortgage”), the certificate, a guaranty signed by Guarantors and all other documents required by Lender (collectively the “Loan Documents”). The Loan Documents shall be in a form and with content acceptable to Lender in its sole discretion.

**Lender's Costs and Expenses:** Whether or not the Loan is funded, Borrower shall pay all costs and expenses incurred by Lender in connection with the negotiation, documentation, funding and closing of the Loan, including, without limitation, legal fees, title insurance premiums, escrow fees, filing and search fees and appraisal, environmental and inspection fees and charges. If the Loan does not close, those costs shall be due from Borrower when billed by Lender, and if not paid within ten (10) days of the billing date, the full Loan Fee shall become immediately due and payable.

**Assignability:** Neither this Application nor the Commitment (if this Application is accepted by Lender) are assignable by Borrower, by operation of law or otherwise, and any purported assignment shall be null and void and result in the termination of any Lender Commitment and the Lender's retention of the Loan Fee. This Application, the Commitment (if the Application is accepted by Lender) and Loan may be assigned by Lender, in whole or in part, without Borrower's consent, but such assignment shall not relieve Lender of its obligations under the Commitment, if made.

**Commission and Brokerage Fees:** Borrower agrees to indemnify, defend and hold Lender harmless from and against any liability for the payment of any commission, charge or brokerage fees to anyone which may be payable in connection with the funding of the Loan or refinancing of any prior indebtedness, if applicable, based upon any action taken by Borrower. Borrower represents that no brokerage fees or commissions are payable by Borrower in connection with this Commitment.

**Merger and Waiver:** All prior representations, discussions, correspondence, negotiations and agreements between the parties relative to the Loan are merged in this Application. This Application and the Commitment (if the Application is accepted by Lender) can only be changed by an instrument in writing signed by both parties. Lender reserves the right to partially or fully waive compliance with any of the covenants and conditions contained herein, all of which have been included for Lender's benefit.

**Termination:** Lender may terminate the Commitment by written notice to Borrower if:

- (a) Borrower or any Guarantor fails to comply with any term or condition of the Commitment;
- (b) Borrower or any Guarantor or any person, partnership, limited liability company, corporation or other entity holding an ownership interest in Borrower shall (i) apply for or consent to the appointment of a receiver, trustee or liquidator for it or for any of its property; (ii) admit in writing an inability to pay its debts as they mature; (iii) make a general assignment for the benefit of creditors; (iv) be adjudicated as bankrupt or insolvent; or (v) as debtor, file or have filed against it petitions in bankruptcy, or petitions seeking reorganization or an arrangement with creditors to take advantage of any bankruptcy, reorganization, insolvency, readjustment or debt, dissolution or liquidation law or statute;
- (c) any misrepresentation, warranty, statement, certificate, or other information made or furnished to Lender is false or misleading in any material respect;
- (d) there has been a material adverse change in the financial condition or credit standing of Borrower or any Guarantor or any person, partnership, limited liability company or corporation holding an ownership interest in Borrower or in the value, condition or operation of the Property; the Property or any material portion thereof is damaged or destroyed by fire or

other casualty or is condemned or notice of condemnation proceedings is sent to Borrower; or (f) any engineering inspection report, environmental report, appraisal or other report, study or an analysis required by Lender as a condition of Closing the Loan is not acceptable to Lender in its sole and absolute discretion, If the Commitment is terminated for any of the reasons set forth in this Paragraph, then Lender shall retain the Loan Fee, and neither party shall have any further rights or obligations hereunder. LENDER AND BORROWER AGREE THAT LENDER'S RETENTION OF THE LOAN FEE AND COLLECTION OF THE FEES AND EXPENSES PROVIDED FOR IN PARAGRAPH 2 ABOVE ARE DEEMED TO BE LIQUIDATED DAMAGES, NOT A PENALTY, FOR BORROWER'S FAILURE TO PERFORM ITS OBLIGATIONS AND LENDER'S LOSS OF BARGAIN BEFORE OF THE DIFFICULTY, INCONVENIENCE AND UNCERTAINTY OF ASCERTAINING OF ACTUAL DAMAGES. NO OTHER DAMAGES, RIGHT OR REMEDIES SHALL BE COLLECTIBLE OR AVAILABLE TO LENDER.

The undersigned agree (s) to be bound by all of the terms and conditions of this Term Sheet and represents that the person executing this Summary has full authority to bind Borrower. The undersigned also agree(s) that wherever it is provided for compliance with certain terms, covenants and conditions is a prerequisite for Lender's making the Loan, such compliance is an obligation to be fulfilled by the undersigned and is not merely an option.

**NOTICE: ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, MODIFY A LOAN, OR FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE.**

*(Signature Page to Follow)*

EXECUTED AS OF November \_\_\_, 2025

**BORROWER**

**NICOLE ANTHONY HOLDINGS LLC,  
A Florida Limited Liability Company**

By: \_\_\_\_\_  
Name: Tatiana N Atkins, Manager

By: \_\_\_\_\_  
Name: Sean A Atkins, Manager

**GUARANTOR:**

\_\_\_\_\_  
Tatiana N Atkins, an individual

\_\_\_\_\_  
Sean A Atkins, an individual

EXHIBIT A  
Legal Description

**Lot 14, Block 4, Sky Lake Homes, according to the plat thereof as recorded in Plat Book 109, Page 17, Public Records of Miami-Dade County, Florida.**

## **PROMISSORY NOTE**

**\$750,000.00**

Date: **November 07, 2025**

**THIS PROMISSORY NOTE** (the “**Note**”), is made as of the date first written above by **NICOLE ANTHONY HOLDINGS LLC, a Florida Limited Liability Company** (individually and collectively referred to herein as, “**Borrower**”), and is payable to the order of **Vontive, Inc.**, a Delaware corporation, its successors and assigns (“**Lender**”), in the maximum principal amount of **Seven hundred fifty thousand and 00/100 Dollars (\$750,000.00)**, or so much thereof as may from time to time be outstanding hereunder, together with interest on the balance of principal from time to time remaining unpaid, all as provided below.

### **RECITALS**

A. This Note evidences the loan being made by Lender to Borrower pursuant to the terms and conditions contained herein (the “**Loan**”).

B. This Note is secured, among other items, by (i) that certain **Mortgage** (as amended, restated, or otherwise modified from time to time, the “**Security Instrument**”), dated as of even date herewith, executed and delivered by Borrower for the benefit of Lender, encumbering the Secured Property, (ii) each Guaranty; and (iii) certain other documents and instruments securing repayment of this Note (together with the Security Instrument, each Guaranty, and all other documents evidencing or securing the Loan are hereinafter collectively referred to herein as the “**Loan Documents**”). All of the agreements, conditions, covenants, provisions and stipulations contained in the Security Instrument and the Loan Documents are hereby made a part of this Note to the same extent and with the same force and effect as if they were fully set forth herein and Borrower covenants and agrees to keep and perform them, or cause them to be kept and performed, strictly in accordance with their terms.

1. **Defined Terms.** In addition to the terms defined elsewhere in this Note, the following terms shall have the following meanings when used in this Note:

“**ACH**” shall have the meaning provided in Section 3(K).

“**Adjusted Alternate Index**” shall have the meaning provided in Section 2(D)(ii).

“**Adjustment Factor**” shall have the meaning provided in Section 2(D)(ii).

“**Alternate Index**” shall have the meaning provided in Section 2(D)(ii).

“**Amortization Period**” shall be **20** years.

“**Borrower**” shall have the meaning set forth in the introductory paragraph.

“**Business Day**” shall mean a day of the week (but not a Saturday, Sunday or holiday) on which the offices of Lender in the State of Washington are open for carrying on substantially all of Lender’s business functions. Unless specifically referenced in this Note as a Business Day, all references to “days” shall be to calendar days.

“**Current Index**” shall have the meaning provided in Section 2(D)(ii).

**“Default Rate”** shall mean the greater of (i) **eighteen (18.00%)** per annum and (ii) the maximum rate permitted under applicable law.

**“Early Payment Premium”** shall have the meaning provided in Section 4(J).

**“Environmental Indemnity”** shall mean that certain Environmental Indemnity Agreement dated as of the date hereof, given by Borrower and Guarantors in favor of Lender, as the same may be amended, restated, or otherwise modified from time to time.

**“Event of Default”** shall mean (i) when used in reference to this Note, one or more of the events or occurrences referred to in Section 4 (A) below; and (ii) when used in reference to any other document, a default or event of default under such document that has continued after the giving of any applicable notice and the expiration of any applicable grace or cure periods.

**“Fixed Annual Interest Rate”** shall have the meaning provided in Section 2(A)(i).

**“First Change Date”** shall be **December 01, 2030**.

**“Fixed Monthly Interest Amount”** shall be **Four thousand, two hundred ninety-six and 88/100 Dollars (\$4,296.88)**.

**“Fixed Rate Period”** shall be **60** months.

**“Floating Rate Period”** shall be **300** months.

**“Interest Only Period”** shall be **10** years.

**“Governmental Authority”** means the government of any nation or any political subdivision thereof, whether at the national, state, territorial, provincial, municipal or any other level, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of, or pertaining to, government.

**“Guarantor”** shall mean, **jointly and severally, Tatiana N Atkins and Sean A Atkins**.

**“Guaranty”** means one or more guaranty agreements given by a Guarantor in favor of Lender, including but not limited to, that certain Unconditional Guaranty of Payment and Performance dated as of the date hereof, given by Guarantors in favor of Lender, each as may be amended, restated, or otherwise modified from time to time.

**“Index”** shall have the meaning provided in Section 2(D)(ii).

**“Index Conversion Event”** shall have the meaning provided in Section 2(D)(ii).

**“Insolvent”** or **“Insolvency”** means one or more of the following events with respect to a Person has occurred: death; dissolution; liquidation; termination of existence; “insolvent” or

“insolvency” within the meaning of the United States Bankruptcy Code or other applicable statute; such Person’s inability to pay its debts as they come due or failure to have adequate capital to conduct its business; such Person’s failure to have assets having a fair saleable value net of any cost to dispose of such assets in excess of the amount required to pay the probable liability on its then existing debts (including unmatured, unliquidated and contingent debts); appointment of a receiver of any part of the property of such Person, execution of a trust mortgage or any assignment for the benefit of creditors by, or the filing of a petition in bankruptcy or the commencement of any proceedings under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness or reorganization of debtors by or against such Person, or the offering of a plan to creditors or such Person for composition or extension, except for any involuntary proceeding commenced against such Person that is dismissed within thirty (30) days after the commencement thereof without the entry of an order for relief or the appointment of a trustee.

“**Late Charge**” shall equal to the lesser of (a) **ten percent (10.00%)** of the amount of such payment, or (b) the maximum percentage rate permitted under applicable law of the amount of such payment.

“**Lender**” shall have the meaning set forth in the introductory paragraph.

“**Lien**” means any security interest in or lien on or against any property arising from any pledge, assignment, hypothecation, mortgage, security interest, deposit arrangement, trust receipt, conditional sale or title retaining contract, sale and leaseback transaction, capitalized lease, consignment or bailment for security, or any other type of lien, charge, encumbrance, title exception, preferential or priority arrangement affecting property (including with respect to stock, any stockholder agreements, voting rights agreements, buy-back agreements and all similar arrangements), whether based on common law or statute.

“**Loan**” shall have the meaning provided in Recital A.

“**Loan Documents**” shall have the meaning provided in Recital B.

“**Loan Term**” shall be **360** months.

“**Material Adverse Effect**” means a material adverse effect on (a) the condition (financial or otherwise), business, performance, operations, properties or prospects of Borrower, (b) the ability of Borrower to perform its obligations under this Note or any other Loan Document to which it is a party, (c) the perfection or priority of any Lien purported to be created by any Loan Document, or (d) the validity or enforceability of this Note or any of the other Loan Documents or the rights or remedies of Lender hereunder or thereunder.

“**Margin**” shall be **Six and 00/100 percent (6.000%)**.

“**Maturity Date**” shall have the meaning provided in Section 3(A).

“**Payment Date**” shall have the meaning provided in Section 3(C).

“**Permitted Encumbrances**” means (i) those matters listed on Schedule B to the Title Policy to which title to the Premises may be subject at the date of the date hereof, (ii) all Liens

and security interests in, to or affecting the Premises (or any portion thereof) arising under or created by the Security Instrument or any other Loan Document, (iii) any and all other matters affecting title to the Premises created with the prior written consent of Lender or created without the necessity of Lender's consent pursuant to the Deed of Trust, and (iv) such other title exceptions as Lender may reasonably approve in writing.

**"Person"** means an individual, estate, corporation, partnership, limited liability company, association, joint stock company, trust, unincorporated organization or other entity.

**"Premises"** shall have the meaning provided in the Security Instrument.

**"Remaining Amortization Period"** shall have the meaning provided in Section 3(E)(i).

**"Secured Obligations"** shall have the meaning provided in the Security Instrument.

**"Secured Property"** shall have the meaning provided in the Security Instrument.

**"Security Instrument"** shall have the meaning provided in Recital B.

**"SOFR Index"** shall have the meaning provided in Section 2(D)(ii).

**"SOFR Index Page"** shall have the meaning provided in Section 2(D)(ii).

**"Subsequent Change Date"** shall have the meaning of the first day of every **6** month(s) after the First Change Date.

**"Title Policy"** means Lender's title insurance policy with extended coverage (issued by a title company acceptable to Lender), insuring the lien of the Security Instrument as a valid first, prior and paramount Lien upon the Premises and all appurtenant easements, with such endorsements as Lender may require, and subject to no other exceptions other than the Permitted Encumbrances.

**"Variable Annual Interest Rate"** shall have the meaning of the Current Index plus Margin, subject to the limits described in Section 2(D)(iii).

## 2. **Interest.**

### A. **Interest Rate.**

i. **During the Fixed Rate Period.** Prior to the First Change Date, interest will accrue on the outstanding principal balance of this Note at the Fixed Annual Interest Rate of **Six and 88/100 percent (6.875%)** per annum., subject to the provisions of Section 3(G) of this Note related to the Default Rate.

ii. **During the Floating Rate Period.** On and after the First Change Date, interest will accrue on the outstanding principal balance of this Note at the Variable Annual Interest Rate, subject to the limits on Variable Annual Interest Rate Changes described in Section 2(d)(i)-(ii) of this Note and further subject to the provisions of Section 3(G) of this Note related to the Default Rate.

B. Interest Due for Partial Month. Unless Lender disburses the unpaid principal amount to Borrower on the first day of a month, Borrower must pay interest on any unpaid principal amount disbursed in such partial first month.

C. Interest Calculation. Unless otherwise expressly set forth herein, any accrued interest on this note is computed on a 30/360 basis; that is, by applying the ratio of the Interest Rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by 30. All interest payable under this Note is computed using this method.

D. Variable Annual Interest Rate.

i. Change Dates. The Variable Annual Interest Rate may change on each of the First Change Date, each Subsequent Change Date, and if Borrower receives notice from Lender pursuant to Section 8 hereof (hereinafter, “**Notice**”) that an Index Conversion Event occurs, on the applicable Index Conversion Change Date specified in such Notice. Each of the First Change Date, the Subsequent Change Dates, and any Index Conversion Change Dates is a “**Change Date**.” The new Variable Annual Interest Rate will become effective on each Change Date.

ii. Index and Index Conversion.

a. The “**Index**” is defined as follows: From the Effective Date until Lender gives Borrower Notice of an Index Conversion Event, the Index is the SOFR Index. Following Lender’s Notice to Borrower of an Index Conversion Event, the Index is the Adjusted Alternate Index.

b. “**Index Conversion Event**” is defined on Schedule 1 of this Note. An Index Conversion Event may occur multiple times during the Loan Term.

c. “**SOFR Index**” means the Term SOFR Reference Rate for a one (1) month tenor as administered and published by Chicago Mercantile Exchange CME Group Benchmark Administration Limited (“**CME**”), or any successor administrator, as such index is published or provided by or on behalf of such administrator two (2) U.S. Government Securities Business Days prior to each Change Date and as displayed on the applicable SOFR Index Page. As used herein, “**U.S. Government Securities Business Day**” means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

d. “**SOFR Index Page**” is defined on Schedule 1 of this Note.

e. “**Adjusted Alternate Index**” means the sum of the Alternate Index and the Adjustment Factor. There may be successive Adjusted Alternate Indexes during the Loan Term.

f. “**Alternate Index**” means an alternate, substitute, or successor index to the then-current Index selected by Lender in Lender’s sole discretion, whether the SOFR Index or a prior Alternate Index.

g. “**Alternate Index Page**” means the applicable page for the Alternate Index on the service selected by Lender in Lender’s sole discretion that electronically transmits or displays rates for the Alternate Index.

h. “**Adjustment Factor**” means a factor calculated by Lender upon an Index Conversion Event that Lender determines, in Lender’s sole discretion, will, when added to the Alternate Index, cause the Alternate Index to be comparable to the Index being replaced as a result of the Index Conversion Event. The Adjustment Factor may be positive, negative, or zero.

i. When identifying the Alternate Index and calculating the Adjustment Factor, Lender will take into consideration any alternate, substitute, or successor index to the then-current Index that has been selected, endorsed, or recommended by the commercial real estate finance industry or the International Swaps and Derivatives Association (ISDA) and the methods generally accepted by the commercial real estate finance industry or ISDA for calculating an adjustment factor.

j. Lender’s designation of an Alternate Index and Alternate Index Page, and its calculation of an Adjustment Factor will be conclusive.

k. The applicable Index most recently preceding each Change Date, whether the SOFR Index or the Adjusted Alternate Index, is the “**Current Index**.” If at any time the Current Index is less than zero, the Current Index will be deemed to be zero for all purposes of this Note.

l. Notwithstanding anything to the contrary in this Note, on the First Change Date, the Variable Annual Interest Rate will not be greater than the Fixed Annual Interest Rate plus **Five and 00/100 (5.000%)**.

m. Notwithstanding anything to the contrary in this Note, on each Change Date, the Variable Annual Interest Rate will not be more than **Two and 00/100 (2.000%)** higher or **Five and 00/100 (5.000%)** lower than the interest rate applicable immediately prior to the Change Date, subject to the limits in Sections 2(D)(iii).

iii. Limits on Variable Annual Interest Rate. Notwithstanding anything to the contrary in this Note, the Variable Annual Interest Rate will never be less than the Fixed Annual Interest Rate. The Variable Annual Interest Rate will never be greater than the Fixed Annual Interest Rate plus **Five and 00/100 (5.000%)**.

### 3. Payments.

A. Maturity Date. The Loan shall be due and payable, and Borrower hereby promises to pay the outstanding principal amount of the Loan to Lender, together with all accrued

interest thereon then remaining unpaid and all other unpaid amounts, charges, fees and expenses outstanding under this Note or under any of the other Loan Documents, on or before **December 01, 2055** (the “**Maturity Date**”), subject to earlier acceleration as provided herein.

B. Payment of Loan Fee. Simultaneously with the disbursement of the loan proceeds to Borrower, Borrower shall pay to Lender a loan fee equal to **Zero and 00/100** percentage of the total loan amount (**0.000%**).

C. Monthly Payments.

i. Interest-Only. Commencing on **January 01, 2026** and continuing on the first (1<sup>st</sup>) day of each successive calendar month thereafter (each, an “**I/O Payment Date**”), through and including **December 01, 2035** (the “**Interest-Only Period**”), Borrower shall pay to Lender all accrued interest on the Loan in arrears (whether interest during such period has accrued at the Fixed Annual Interest Rate or the Variable Annual Interest Rate as set forth herein).

ii. Principal and Interest. Commencing on **January 01, 2036** and continuing on the first (1<sup>st</sup>) day of each successive calendar month thereafter (each, a “**P&I Payment Date**” and, together with the I/O Payment Dates, each, a “**Payment Date**”) until the Maturity Date (the “**P&I Payment Period**”), Borrower shall pay to Lender a monthly payment of principal and interest, calculated as the amount necessary to fully repay the outstanding principal balance of this Note over the Amortization Period *plus* the actual accrued interest on the Loan in arrears based on the Variable Annual Interest Rate then in effect. Interest on this note is computed on a 30/360 basis; that is, by applying the ratio of the Interest Rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by 30. All interest payable under this Note is computed using this method.

iii. Calculation of Payments Following the Fixed Rate Period. When Lender calculates the Variable Annual Interest Rate for each Change Date, Lender will also determine the amount of the new monthly payment of interest (if during the Interest-Only Period) or principal and interest (if during the P&I Payment Period) payable on a Payment Date, so as to equal the monthly payment amount which would be payable on the Payment Date as if the Principal Amount of this Note as of the Change Date immediately preceding such payment date were to be fully amortized, together with interest at the new interest rate, in equal consecutive monthly payments paid on each Payment Date over the Remaining Amortization Period. The “**Remaining Amortization Period**” means the original Amortization Period specified in Section 1 minus the number of scheduled monthly payments of principal and interest that have elapsed since the Effective Date of this Note. Lender’s calculation of the new monthly payments shall be conclusive, absent manifest error.

iv. Payments After a Change Date. Borrower will pay the amount of the new monthly payment as described in Section 3(C)(iii) beginning on the first Change Date and continuing on each Payment Date thereafter.

v. Notice of Interest Rate and Payment Changes. Lender will provide Borrower with Notice of any changes to the Variable Annual Interest Rate pursuant to Section 2(d) and to the amount of the monthly payment due under this Note as a result of the application of the Variable Annual Interest Rate on a Change Date. However, if

Lender has not provided Borrower with prior Notice of the monthly payment due on any Payment Date, then on that Payment Date, Borrower will pay an amount equal to the monthly payment for which Borrower last received Notice from Lender, or if Borrower has received no Notice of a payment change from Lender, then Borrower will pay an amount equal to the Fixed Monthly Principal and Interest Amount. If Lender at any time determines that Borrower has paid one or more monthly payments in an incorrect amount because of the preceding sentence, or because Lender has miscalculated the Variable Annual Interest Rate or has otherwise miscalculated the amount of any monthly payment, then Lender will give Notice to Borrower of such determination. If such determination discloses that Borrower has paid less than the full amount that should have been due, then within 30 calendar days after receipt of the Notice from Lender, Borrower will pay Lender the full amount of the deficiency. If such determination discloses that Borrower has paid more than the full amount that should have been due, then the amount of the overpayment will be credited to the next payment(s) of principal and interest due under this Note (or, if an Event of Default has occurred and is continuing, such overpayment will be credited against any amount Borrower owes Lender).

D. Repayment of Loan. To the extent not sooner repaid, Borrower shall repay the entire outstanding principal amount of, and all accrued but unpaid interest on, the Loan, together with all other amounts then outstanding under this Note and the other Loan Documents, on the Maturity Date.

E. Default Rate. Upon the occurrence of an Event of Default under this Note or any of the other Loan Documents and during the continuation thereof, and after the Maturity Date or following the acceleration of the Maturity Date of this Note, the outstanding principal balance of the Loan and any other amounts then owing by Borrower to Lender shall bear interest at the Default Rate. In addition, in such event, Lender, at its option, may add any unpaid accrued interest to principal, and such sum shall bear interest therefrom until paid in full at the Default Rate. The interest accruing under this Section shall be immediately due and payable by Borrower to the holder of this Note upon demand and shall be additional indebtedness evidenced by this Note.

F. Late Charge. If any payment of interest or principal due under this Note is not made within **ten (10)** days after such payment is due, then, in addition to the payment of the amount so due, Borrower shall pay to Lender a Late Charge to compensate Lender for the cost of collecting and handling such late payment. Such late charge may be assessed without notice, shall be immediately due and payable and shall be in addition to all other rights and remedies available to Lender.

G. Usury. Lender and Borrower intend to conform to all applicable laws limiting the maximum rate of interest that may be charged or collected by Lender from Borrower. Accordingly, notwithstanding any other provision hereof, Borrower shall not be required to make any payment of interest that conflicts with the mandatory and nonwaivable provisions of applicable law limiting the maximum amount of interest which may be charged or collected by Lender. Any such excess payment made by Borrower and received by Lender shall be credited as a payment of principal, unless Borrower shall notify Lender in writing that Borrower elects to have such excess sum returned to it. To the fullest extent permitted by law, in any action, suit or proceeding pertaining to this Note, the burden of proof, by clear and convincing evidence, shall be on Borrower to demonstrate that this Section 3(G) applies to limit any obligation of Borrower under this Note or to require Lender to make any refund, or claiming that this Note conflicts with

any applicable law limiting the maximum rate of interest that may be charged or collected by Lender from Borrower, as to each element of such claim.

H. Prepayment.

i. Borrower may prepay the Loan in full or in part at any time upon at least ten (10) days prior written notice to Lender of the prepayment of the Loan. Prepayments shall be accompanied by the payment of all accrued and unpaid interest on the amount so prepaid, plus the outstanding principal balance of the Loan, plus any amount due Lender pursuant to clause (ii) below, plus all other unpaid amounts, charges, fees and expenses outstanding under this Note or under any of the other Loan Documents. Amounts so prepaid may not be re-borrowed.

ii. If Borrower pays any principal amount of the Loan before its scheduled due date (whether as a result of acceleration, voluntary prepayment, or otherwise), Borrower hereby promises to pay to Lender a prepayment premium equal to the applicable percentage of the amount prepaid set forth in Exhibit 2 (the “**Early Payment Premium**”).

iii. For the avoidance of doubt, the close date per the final settlement statement constitutes the initial “From” date for the prepayment period and the prepayment period will commence as of that date through the entire prepayment period.

iv. For the avoidance of doubt, the automatic or declared acceleration of the Loan constitutes an involuntary prepayment for which the Early Payment Premium shall be due and payable. Therefore, the Early Payment Premium shall be due and owing if following an acceleration of the Loan, (a) Borrower tenders payment (voluntarily or involuntarily), (b) Bank obtains a recovery through an exercise of remedies or otherwise, or (d) the Loan is satisfied as a result of a foreclosure sale, deed in lieu, or by any other means. Borrower hereby acknowledges and agrees that any Early Payment Premium due hereunder is secured by any and all collateral securing the Loan. Borrower also acknowledges and agrees that the Early Payment Premium constitutes liquidated damages, and not a claim for unmatured interest or a penalty, and that the Early Payment Premium represents a reasonable forecast of the damages caused by prepayment.

I. Payments, Fees and Other General Provisions. Except to the extent otherwise provided herein, all payments of principal, interest and other amounts to be made by Borrower under this Note, the Security Instrument or any other Loan Document shall be made in U.S. dollars, in immediately available funds, without deduction, set-off or counterclaim, to Lender by Automated Clearing House (“ACH”) electronic payment to Lender (or such other electronic means acceptable to Lender) on the date on which such payment shall become due. If the due date of any payment under this Note or any other Loan Document would otherwise fall on a day which is not a Business Day such date shall be extended to the **next succeeding Business Day** and interest shall be payable for the period of such extension. Borrower hereby agrees to deliver all such documents and instruments as Lender may require from time to time in order to effectuate such ACH payments. Borrower’s failure to maintain a valid account to be used for ACH payments, failure to continue such ACH payments, and/or failure to deposit and/or maintain sufficient funds in such account for each debit entry shall be an Event of Default under this Note and the other Loan Documents.

J. Agreement Regarding Interest and Charges. The parties hereto hereby agree and stipulate that the only charge imposed upon Borrower for the use of money in connection with this Note is and shall be the interest specifically described in Section 2 above. Notwithstanding the foregoing, the parties hereto further agree and stipulate that all agency fees, arrangement fees, amendment fees, transfer review fees, up-front fees, commitment fees, facility fees, exit fees, closing fees, underwriting fees, default charges, late charges, funding or "breakage" charges, increased cost charges, attorneys' fees and reimbursement for costs and expenses paid by Lender to third parties or for damages incurred by Lender, or any other similar amounts are charges made to compensate Lender for underwriting or administrative services and costs or losses performed or incurred, and to be performed or incurred, by Lender in connection with this Note and shall under no circumstances be deemed to be charges for the use of money. All charges other than charges for the use of money shall be fully earned and nonrefundable when due.

K. [RESERVED]

4. Default and Remedies.

A. An "Event of Default" shall have occurred upon the occurrence of any one or more of the following:

- i. any failure by Borrower to make payments of interest to Lender as required hereunder, or any fees or other charges required to be paid to Lender hereunder or under any other Loan Document, and such failure continues for a period of thirty (30) days or more following its due date;
- ii. failure by Borrower to pay the Loan in full on the Maturity Date in accordance with the terms hereunder;
- iii. failure by Borrower to provide access to the Premises as described in Section 3 herein;
- iv. failure by Borrower to make any payment required by Section 3 herein;
- v. any failure by Borrower to comply with any of the covenants set forth in the Security Instrument;
- vi. failure by Guarantor to comply with any of the covenants set forth in the Guaranty or the Environmental Indemnity, and such failure continues for more than five (5) days after notice from Lender thereof;
- vii. any representation, warranty, financial statement, certification or other information at any time made by or on behalf of Borrower or any Guarantor to Lender becomes false or misleading in any material respect;
- viii. borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may have a Material Adverse Effect (as determined by Lender in its reasonable discretion);
- ix. issuance of any injunctions that have a Material Adverse Effect (as determined by Lender in its reasonable discretion), or issuance of any attachments which

in the aggregate exceed **Ten Thousand and 00/100 Dollars (\$10,000.00)** in value against Borrower, which is not dismissed or bonded, to the satisfaction of Lender, within sixty (60) days after its issuance;

x. calling of a meeting of creditors, formation or appointment of a committee of creditors or liquidating agents or offering of a composition or extension to creditors by, for or with the consent or acquiescence of Borrower;

xi. insolvency of Borrower or any Guarantor;

xii. any money judgments aggregating in excess of **Ten Thousand and 00/100 Dollars (\$10,000.00)** are entered against Borrower (except to the extent fully covered by insurance and the insurance carrier has confirmed coverage without reservation of rights), and continue unsatisfied and in effect for a period of sixty (60) days;

xiii. any garnishment, levy or execution is issued and served upon Lender, which garnishment, levy or execution covers any material portion of property of Borrower in the possession of Lender;

xiv. (a) any Loan Document, or any covenant, agreement or obligation contained therein or evidenced thereby, ceases in any material respect to be legal, valid, binding or enforceable in accordance with its terms, or is cancelled, terminated, revoked or rescinded other than in accordance with the terms hereof or thereof, (b) any action at law, suit in equity or other legal proceeding to cancel, revoke or rescind any Loan Document is commenced by or on behalf of Borrower or any Guarantor, or (c) any court or any other Governmental Authority of competent jurisdiction makes a determination that, or issues a judgment, order, decree or ruling to the effect that, any one or more of the Loan Documents, or any one or more of the obligations of Borrower or Guarantor thereunder, are illegal, invalid or unenforceable in any material respect in accordance with the terms thereof;

xv. the security interests granted by Borrower under the Loan Documents cease to be valid, first priority security interests (subject only to Permitted Encumbrances) or fails to be perfected, or any Person successfully contests the validity, priority, enforceability or perfection of such security interests;

xvi. the occurrence of any event or condition that Lender determines, in its reasonable discretion, could have a Material Adverse Effect;

xvii. the institution of a foreclosure action against the Premises (other than by Lender) or any part thereof, or the filing of a Lien (other than by Lender or a Permitted Encumbrance) against the Secured Property or any part thereof, which is not removed of record, bonded off, or dismissed within thirty (30) days of the institution or filing thereof;

xviii. the occurrence of any Event of Default under any of the other Loan Documents; or

xix. the occurrence of any “Default”, “Event of Default” or concept of similar meaning under any other credit facility or loan document evidencing any debt of Borrower to Lender other than with respect to the Secured Obligations.

B. If an Event of Default has occurred and is continuing, Lender shall have the option, without demand or notice, other than specified herein or in the other Loan Documents, to declare the unpaid principal of this Note, together with all accrued interest, and other sums secured by the Security Instrument or other Loan Documents, at once due and payable to the extent permitted by law, to foreclose the Security Instrument and the liens or security interests securing the payment of this Note, and to exercise any and all other rights and remedies available at law or in equity under the Security Instrument or the other Loan Documents.

C. The remedies of Lender, as provided herein or in the Security Instrument or any of the other Loan Documents shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of Lender, and may be exercised as often as occasion therefor shall arise. No act of omission or commission of Lender, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same, such waiver or release to be effected only through a written document executed by Lender and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to a subsequent event.

5. **Costs and Attorneys' Fees.** After any Event of Default shall occur and be continuing beyond any applicable cure period, and if Lender incurs any expenses or costs in connection with the protection or realization of any collateral, whether or not suit is filed thereon or on any instrument granting a security interest in said collateral, Borrower promises to pay reasonable costs of collection, including but not limited to all appraisal costs, reasonable attorneys' fees, court costs, and expenses of every kind, incurred by Lender in connection with such collection or the protection or enforcement of any or all of the security for this Note, whether or not any lawsuit is filed with respect thereto.

6. **Use of Proceeds.** Borrower represents, warrants, covenants and agrees that all proceeds of the Loan evidenced by this Note will be used exclusively for commercial, business or investment purposes.

7. **Waiver.** To the fullest extent permitted under applicable law, Borrower, and each Guarantor, surety and endorser hereon waives grace, notice, notice of intent to accelerate, notice of default, protest, demand, presentment for payment and diligence in the collection of this Note, and in the filing of suit hereon, and agrees that such Person's liability and the liability of such Person's heirs, beneficiaries, successors and assigns for the payment hereof shall not be affected or impaired by any release or change in the security or by any increase, modification, renewal or extension of the indebtedness or its mode and time of payment. It is specifically agreed by the undersigned that Lender shall have the right at all times to decline to make any such release or change in any security given to secure the payment hereof and to decline to make any such increase, modification, renewal or extension of the indebtedness or its mode and time of payment.

8. **Notices.** Any notices expressly required or permitted by this Note must be in writing, and will be deemed to have been given when delivered by hand, when sent by facsimile, on the date of delivery by any national overnight delivery service (delivery charges prepaid), or on the date of delivery by the United States Postal Service after deposit in the U.S. mails (postage prepaid, certified and return receipt requested), and addressed to the parties at the addresses set forth below, or, in either case, to such other address as a party may designate in a written notice to the other party given in accordance with this Section.

If to Borrower: NICOLE ANTHONY HOLDINGS LLC  
821 Northeast 205th Street  
Miami, FL 33179  
Attention: Tatiana N Atkins and Sean A Atkins

If to Lender: Vontive, Inc.  
1000 2nd Ave, Suite 2500  
Seattle, WA 98104  
**Attention: Sokhan Ly**  
Email: servicing@vontive.com

9. **Application of Payments.** All payments on account of the indebtedness evidencing the Note shall first be applied to late charges and costs and fees incurred by Lender in enforcing its rights hereunder or under the Security Instrument and the other Loan Documents, second to accrued interest on the unpaid principal balance, and third to reduce unpaid principal.

10. **Cross-Default and Cross-Collateralization.** Notwithstanding anything herein to the contrary, Borrower acknowledges and consents that the Loan is cross-collateralized and cross-defaulted with those secured obligations described in any deed of trust, mortgage, security deed or other such instrument provided by Borrower to Lender, whether now existing or hereafter entered into, whether individually or jointly with others. This Note is not secured by any California deed of trust provided by Borrower or Lender, whether now existing or hereafter entered into, whether individually or jointly with others.

11. **Miscellaneous.**

A. The headings of the paragraphs of this Note are inserted for convenience only and shall not be deemed to constitute a part hereof.

B. The obligations and liabilities under this Note of Borrower shall be binding upon and enforceable against Borrower and its heirs, legatees, legal representatives, successors and assigns. This Note shall insure to the benefit of and may be enforced by Lender, its successors and assigns.

C. If any provision of this Note or any payments pursuant to the terms hereof shall be invalid or unenforceable to any extent, the remainder of this Note and any other payments hereunder shall not be affected thereby and shall be enforceable to the greatest extent permitted by law.

D. Lender may at any time assign its rights in this Note and the Loan Documents, or any part thereof and transfer its rights in any or all of the collateral, and Lender thereafter shall be relieved from all liability with respect to such collateral. In addition, Lender may at any time sell one or more participations in the Note. Borrower may not assign its interest in this Note, or any other agreement with Lender or any portion thereof, either voluntarily or by operation of law, without the prior written consent of Lender.

E. Time is of the essence of this Note and of each and every provision hereof.

F. This Note, together with the other Loan Documents, sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this Note, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them relating to the subject matter of this Note other than as are set forth herein and in the other Loan Documents. This Note and the other Loan Documents supersede all prior written and oral commitments and agreements relating to the Loan. Borrower acknowledges that it is executing this Note without relying on any statements, representations or warranties, either oral or written, that are not expressly set forth herein.

G. This Note and each provision hereof may be modified, amended, changed, altered, waived, terminated or discharged only by a written instrument signed by the party sought to be bound by such modification, amendment, change, alteration, waiver, termination or discharge.

H. Each party to this Note and legal counsel to each party have participated in the drafting of this Note (or have had the opportunity to consult with legal counsel), and accordingly the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Note, to the extent permitted under applicable law.

12. **Choice of Laws.** This Note shall be governed by and construed in accordance with the laws of the State of Washington.

13. **WAIVER OF JURY TRIAL.** BORROWER, BY ITS SIGNATURE BELOW, AND LENDER, BY ITS ACCEPTANCE OF THIS NOTE, HEREBY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS NOTE OR ANY OF THE OTHER LOAN DOCUMENTS OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS LOAN TRANSACTION OR THE LENDER/BORROWER RELATIONSHIP THAT IS BEING ESTABLISHED HEREBY.

14. **Jurisdiction and Venue.** All judicial proceedings brought against Lender, Borrower, or any Guarantor with respect to this Note and the other Loan Documents may be brought exclusively in the courts of the State of Washington located in the City of Seattle, King County, or of the United States for the Western District of Washington, and by execution and delivery of this Note, Borrower accepts for itself and in connection with its properties, generally and unconditionally, the nonexclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Note. Borrower irrevocably waives any right it may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceeding is brought in accordance with this Section 15.

15. [RESERVED]

16. **Survival; Release.** *This section applies if there is more than 1 parcel associated with the transaction or if the initial parcel associated with the transaction is later split and becomes multiple parcels.* All agreements, representations and warranties made in this Note shall survive the execution of this Note, the making of each advance of the Loan by Lender, and the execution of the other Loan Documents, and shall continue until Lender receives payment in full of all obligations of Borrower incurred under this Note

and the other Loan Documents. Lender agrees that Lender shall provide Borrower with a release in form and substance satisfactory to Lender (a “Release”), regarding a portion of the Secured Property designated by Borrower for release and which is approved in writing by Lender in Lender’s sole discretion (each a “Release Parcel”), from the Security Instrument upon the satisfaction of the following conditions, as determined solely by Lender:

A. No Default or Event of Default is then occurring, and no Default or Event of Default will result from the making of the Release;

B. Lender shall have received not less than fifteen (15) Business Days’ prior written notice of the estimated date of the proposed Release;

C. Lender shall have determined, in its sole discretion, that the portions of the Secured Property remaining subject to the lien of the Security Instrument following any such partial release (the “Remaining Property”) shall have access at its boundary to and be adjacent to and contiguous with, publicly dedicated and improved roads or highways then in existence;

D. Lender shall have first received all of the following with respect to the Release Parcel and Remaining Property, at Borrower’s sole cost and expense:

(i) payment to Lender in full of an amount equal to one hundred twenty percent (120%) of the unpaid principal balance of Loan allocated to such Release Parcel, please refer to the Appendix attached hereto, or as determined by Lender in its reasonable discretion (the “Release Price”), in certified funds (or other good and sufficient funds satisfactory to Lender in its sole discretion) which are immediately available to Lender without any escrow or other condition, all as determined solely by Lender; provided, however, that the amount of any payment made in connection with the delivery of a Release shall be in addition to all amounts due and payable by Borrower as of the date that payment thereof is made to Lender, including, without limitation, amounts due in connection with the Loan;

(ii) evidence that the Release Parcel and the Remaining Property are each legal parcels lawfully created in compliance with all applicable subdivision laws and ordinances;

(iii) evidence that the Remaining Property has the benefit of all utilities, easements, public and/or private streets, covenants, conditions and restrictions as may be necessary, in Lender’s sole opinion, for the use thereof;

(iv) evidence satisfactory to Lender that all taxes, bonds or assessments, which constitute a Lien against the Secured Property have been properly allocated between the Release Parcel and the Remaining Property;

(v) if any, payment of Lender’s out-of-pocket reasonable expenses, including, without limitation, the fees and expenses of counsel, in connection with

the Release, the cost of all title insurance endorsements requested by Lender, and any trustee's fees and recording costs in connection with the partial release;

(vi) such other documents, instruments and certifications as Lender may reasonably request; and

(vii) Lender shall have received, at Borrower's sole cost and expense, all title insurance endorsements required by Lender with respect to the Title Policy.

**E.** Amounts received by Lender pursuant to this Section 16 shall be applied as follows:

(i) FIRST, to the payment of any unpaid costs and expenses due in connection with the Loan, including but not limited to, the Release Price;

(ii) SECOND, to any accrued and unpaid interest due in connection with the Loan; and

(iii) LASTLY, to the outstanding principal balance of the Loan.

**F.** Lender shall provide a Release in the ordinary course of business, only after Lender has received payment in full of the Release Price and upon the satisfaction of all other conditions set forth in this Section 16.

**G.** Neither the acceptance of any payments nor the issuance of any partial release by Lender shall relieve or otherwise affect Borrower's liability for the full amount of the Loan indebtedness remaining unpaid or affect the Lien of the Security Instrument encumbering the Remaining Property.

17. **Further Assurances.** Borrower shall, at Borrower's sole cost and expense: (a) execute and deliver to Lender such documents, instruments, certificates, and financial information as Lender may reasonably request, and do such other acts necessary or desirable, to evidence, preserve and/or protect the collateral at any time securing or intended to secure the obligations of Borrower under the Loan Documents, as Lender may reasonably require; and (b) do and execute all and such further lawful and reasonable acts, conveyances and assurances for the better and more effective carrying out of the intents and purposes of this Note and the other Loan Documents, as Lender reasonably requires from time to time. Failure of Borrower to comply with this Section within ten (10) Business Days' of Lender's request shall be an Event of Default hereunder.

*(Signature page(s) follow)*

**ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT  
OR TO FORBEAR ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE  
UNDER WASHINGTON LAW.**

IN WITNESS WHEREOF, Borrower has executed and delivered this Note as of

**November \_\_\_, 2025.**

**BORROWER**

**NICOLE ANTHONY HOLDINGS LLC, A  
Florida Limited Liability Company**

By: \_\_\_\_\_  
Name: Tatiana N Atkins, Manager

By: \_\_\_\_\_  
Name: Sean A Atkins, Manager

## SCHEDULE 1.

### **Index Conversion Events and SOFR Index Pages**

**“Index Conversion Event”** shall mean any one of the following:

1. the publication of the then-current Index has been either permanently or indefinitely suspended, or
2. regardless of the continued existence of the then-current Index, the use of an alternate, substitute or successor index to the then-current Index in mortgages originated by Lender is required by applicable law, or
3. Lender has determined, in its sole discretion, that the then-current Index must be replaced with the Alternate Index as a result of one or more of the following events:
  - a. The supervisor of the administrator of the then-current Index has announced in a public statement that (i) the publication of the then-current Index will be either permanently or indefinitely suspended, (ii) there has been or will be a material change in the methodology of calculating the Index, or (iii) it no longer recommends the use of the Index as an index.
  - b. Lender has determined that the use of an alternate, substitute or successor index to the then-current Index has become a generally acceptable market practice in the commercial real estate finance industry regardless of the continued existence of the then-current Index.
  - c. ISDA has announced that it will use an alternate, substitute or successor index to the then-current Index regardless of the continued existence of the then-current Index.

Lender may but is not required to rely on a statement of the supervisor of the administrator of the applicable Index to make its determination that an Index Conversion Event has occurred.

**“SOFR Index Page”** means one of the following, as determined by Lender:

1. Any publication of rates for SOFR available from CME.
2. If CME ceases to set or publish a SOFR rate/interest settlement rate, any other publication of rates for SOFR that Lender determines is appropriate for calculating the Variable Annual Interest Rate.

**SCHEDULE 2.**

**Prepayment Penalty**

IF PREPAYMENT OCCURS DURING THE PERIOD:	FROM AND INCLUDING	To BUT EXCLUDING	EARLY PREPAYMENT PREMIUM SHALL BE THE FOLLOWING PERCENTAGE OF THE AMOUNT PREPAID
	11-07-2025	11-07-2026	3%
	11-07-2026	11-07-2027	2%
	11-07-2027	11-07-2028	1%

Recording requested by and when  
Recorded mail to:

Vontive, Inc.  
1000 2nd Ave, Suite 2500  
Seattle, WA 98104  
Attention: **Servicing Department**

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(Space above this line for Recorder's use)

[NOTICE TO TAX EXAMINER: FLORIDA DOCUMENTARY STAMP TAX IN THE AMOUNT OF \$\_\_\_\_\_ AND FLORIDA NON-RECURRING INTANGIBLE TAX IN THE AMOUNT OF \$\_\_\_\_\_. ARE BEING PAID SIMULTANEOUSLY WITH THE RECORDING OF THIS MORTGAGE.]

### **MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, AND FIXTURE FILING**

This document serves as a fixture filing under the Florida Uniform Commercial Code.

This Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing ("Mortgage") dated as of **November 07, 2025**, is given by **NICOLE ANTHONY HOLDINGS LLC, Florida Limited Liability Company**, as mortgagor ("Mortgagor"), to **Vontive, Inc.**, a Delaware corporation, its successors and assigns, as lender, mortgagee and beneficiary under this Mortgage ("Mortgagee"), as grantee.

#### **ARTICLE 1**      **GRANT.**

Section 1.1 **The Secured Property.** For the purpose of securing payment and performance of the Secured Obligations defined in Section 2.1 (Purpose of Securing) below, Mortgagor hereby irrevocably and unconditionally grants, conveys, transfers and assigns to Mortgagee, upon the mortgage condition for breach of which this Mortgage is subject to foreclosure as provided by law, with mortgage covenants and right of entry and possession, all estate, right, title and interest which Mortgagor now has or may later acquire in the following property (all or any part of

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such property, or any interest in all or any part of it, together with the Personality (as hereinafter defined) being hereinafter collectively referred to as the "Secured Property"):

(a) All estate, right, title, interest, claim and demand whatsoever which Mortgagor now has or hereafter acquires, either in law or in equity, in and to the real property described in Exhibit A attached hereto and made a part hereof (the "Land");

(b) All buildings, structures, improvements, fixtures and appurtenances now or hereafter placed on the Land, and all apparatus and equipment now or hereafter attached in any manner to the Land or any building on the Land, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment (collectively, the "Improvements"; and together with the Land, the "Premises");

(c) All easements and rights of way appurtenant to the Land; all crops growing or to be grown on the Land (including all such crops following severance from the Land); all standing timber upon the Land (including all such timber following severance from the Land); all development rights or credits and air rights; all water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant to the Land) and shares of stock and certificates pertaining to such water or water rights, ownership of which affect the Land; all minerals, oil, gas, and other hydrocarbon substances and rights thereto in, on, under, or upon the Land;

(d) All existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions relating to the use and enjoyment of all or any part of the Land or the Improvements, and any and all guaranties and other agreements relating to or made in connection with any of the foregoing;

(e) All proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, Improvements, or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies, whether or not such policies are required by Mortgagee, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any breach of warranty, misrepresentation, damage or injury to, or defect in, the Land, Improvements, or the other property described above or any part of them; and

(f) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in the Improvements and/or any of the Secured Property described above.

Section 1.2 **Fixture Filing**. This Mortgage constitutes a financing statement within the purview of Section 679.5021 of the Florida Uniform Commercial Code and will be recorded as a “fixture filing” in accordance with the Florida Uniform Commercial Code. For this purpose, the following information is set forth: the Mortgagor is the debtor, and the Mortgagee is the secured party. The names and addresses of the debtor and of the secured party are given in Section 7.22 of this Mortgage. This Mortgage is signed by the debtor (Mortgagor) as a fixture filing. The mailing address of the Mortgagee set out in Section 7.22 of this Mortgage is a mailing address of the secured party from which information concerning the security interest may be obtained. The mailing address of the Mortgagor set out in Section 7.22 of this Mortgage is a mailing address of the debtor. A statement indicating the types, or describing the items of collateral is set forth in this Article I and in Article III and Article IV of this Mortgage. The real estate to which the good are or are to be affixed is described in Exhibit “A” attached hereto. This document covers goods which are or are to become fixtures.

**Financing Statements**. Mortgagor hereby irrevocably authorizes Mortgagee at any time and from time to file in any filing office in any Uniform Commercial Code jurisdiction one or more financing or continuation statements and amendments thereto, relative to all or any part of the Secured Property, without the signature of Mortgagor where permitted by law, and describing the collateral as “all assets” or “all personal property” or such other similar description as Mortgagee determines in its sole discretion in accordance with the Uniform Commercial Code. Mortgagor agrees to furnish Mortgagee, promptly upon request, with any information required by Mortgagee to complete such financing or continuation statements. If Mortgagee has filed any initial financing statements or amendments in any Uniform Commercial Code jurisdiction prior to the date hereof, Mortgagor ratifies and confirms its authorization of all such filings. Mortgagor acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement without the prior written consent of Mortgagee, and agrees that it will not do so without Mortgagee’s prior written consent, subject to Mortgagor’s rights under Section 9-509(d)(2) of the Uniform Commercial Code. Mortgagor shall execute and deliver to Mortgagee, in form and substance satisfactory to Mortgagee, such additional financing statements and such further assurances as Mortgagee may, from time to time, reasonably consider necessary to create, perfect and preserve Mortgagee’s security interest hereunder, and Mortgagee may cause such statements and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and

preserve such security interest. On demand Mortgagor shall promptly pay all costs and expenses of filing statements, continuation statements, partial release, and termination statements deemed necessary or appropriate by Mortgagee to establish and maintain the validity and priority of the security interest of Mortgagee. "**Uniform Commercial Code**" means the Uniform Commercial Code as enacted and in effect in the state where the Land is located (and as it may from time to time be amended); provided that, to the extent that the Uniform Commercial Code is used to define any term herein or in any other Loan Document and such term is defined differently in different Articles or Divisions of the Uniform Commercial Code, the definition of such term contained in Article or Division 9 shall govern; provided further, however, that if, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, any security interest herein granted is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the state where the Land is located, the term "**UCC**" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for the purposes of the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions.

### **Section 1.3 INTENTIONALLY OMITTED**

## **ARTICLE 2**

## **THE SECURED OBLIGATIONS.**

Section 2.1 **Purpose of Securing.** Mortgagor makes the grant, conveyance, transfer and assignment set forth in Article 1 (Grant), makes the irrevocable and absolute assignment set forth in Article 3 (Assignment of Leases and Rents), and grants the security interest set forth in Article 4 (Security Interest in Related Personality), all for the purpose of securing the following obligations (the "**Secured Obligations**") in any order of priority that Mortgagee may choose:

- (a) Payment of the indebtedness evidenced by that certain Promissory Note of even date herewith given by Mortgagor in favor of Mortgagee, pursuant to which Mortgagee made a loan to Mortgagor in the maximum principal amount of **Seven hundred fifty thousand and 00/100 Dollars (\$750,000.00)**, and having a final maturity date of **December 01, 2055** (as the same may be increased, renewed, amended, restated, or otherwise modified from time to time, the "**Promissory Note**"), together with all interest, late charges, prepayment fees, additional interest, collection costs, fees, and expenses as provided in the Promissory Note, and any future advances of amounts available for borrowing under the Promissory Note, to the fullest extent permitted under applicable law;
- (b) Payment and performance of all obligations of Mortgagor under this

Mortgage;

(c) Prompt and complete performance and observance of each and every covenant, obligation, or agreement of Mortgagor contained in this Mortgage or contained in any other document or instrument given by Mortgagor to further evidence or secure the indebtedness represented by the Promissory Note, but excluding any separate environmental indemnity; and

(d) Payment of any additional sums (and accrued interest) that may be loaned or advanced by Mortgagee to Mortgagor under any promissory note or notes evidencing loans that specifically state that they are secured by this Mortgage.

This Mortgage also secures payment of all obligations of Mortgagor under the Promissory Note which arise after the Promissory Note is extended, renewed, modified or amended pursuant to any written agreement between Mortgagor and Mortgagee, and all obligations of Mortgagor under any successor agreement or instrument which restates and supersedes the Promissory Note in its entirety.

This Mortgage does not secure any obligation which expressly states that it is unsecured, whether contained in the foregoing Promissory Note or in any other document, agreement or instrument. Unless specifically described in subparagraph (a) above, "Secured Obligations" shall not include any debts, obligations or liabilities which are or may hereafter be "consumer credit" subject to the disclosure requirements of the Federal Truth in Lending law or any regulation promulgated thereunder. Without limiting the generality of the foregoing, this Mortgage does not and shall not in any event be deemed to, secure the obligations of Mortgagor owing to Mortgagee under the Environmental Indemnity executed in connection with the foregoing Promissory Note or any obligations that are the substantial equivalent thereof.

**Section 2.2    Terms of Secured Obligations.** All Persons who may have or acquire an interest in all or any part of the Secured Property will be considered to have notice of, and will be bound by, the terms of the Promissory Note described in Section 2.1(a) and each other agreement or instrument made or entered into in connection with each of the Secured Obligations. These terms include any provisions in the Promissory Note that permit borrowing, repayment and reborrowing, or which provide that the interest rate on one or more of the Secured Obligations may vary from time to time.

**Section 2.3    Future Advances.** The total amount that may be secured hereunder may decrease or increase from time to time, within twenty (20) years from the date hereof, but the total unpaid balance so secured at one time shall

not exceed **One million, five hundred thousand and 00/100 Dollars (\$1,500,000.00)**, plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the Land, with interest on such disbursements at the default rate provided in the Promissory Note. In addition to the increases permitted in this Section 2.3, which shall be secured by this Mortgage, this Mortgage shall secure any extensions, amendments, modifications, or alterations of the Promissory Note, including but not limited to, extensions, amendments, modifications, or alterations that (i) increase or decrease the interest paid on the original principal balances of the Promissory Note and/or any future advances made thereof; (ii) re-amortize principal balances of the Promissory Note and/or any future advances made thereof; (iii) alter the maturity date of the Promissory Note and/or any future advances made thereof; (iv) alter the method of payment of the Promissory Note and/or any future advances made thereof; and/or (v) alter the timing of principal payments under the Promissory Note and/or any future advances made thereof, including converting a loan to a balloon mortgage.

## ARTICLE 3

### ASSIGNMENT OF LEASES AND RENTS.

Section 3.1 **Assignment**. Mortgagor hereby irrevocably, absolutely, presently and unconditionally assigns to Mortgagee (i) all existing and future leases, subleases, licenses and other agreements for the use and occupancy of all or any part of the Secured Property, whether written or oral and whether for a definite term or month to month, together with all guarantees of the lessee's obligations thereunder and together with all extensions, modifications and renewals thereof (hereinafter called the "**Leases**"), and (ii) all rents, royalties, issues, profits, revenue, income and proceeds of the Secured Property, whether now due, past due or to become due, including all prepaid rents and security deposits (collectively, the "**Rents**"), and confers upon Mortgagee the right to collect such Rents with or without taking possession of the Secured Property. In the event that anyone establishes and exercises any right to develop, bore for or mine for any water, gas, oil or mineral on or under the surface of the Secured Property, any sums that may become due and payable to Mortgagor as bonus or royalty payments, and any damages or other compensation payable to Mortgagor in connection with the exercise of any such rights, shall also be considered Rents assigned under this Section 3.1. THIS IS AN ABSOLUTE ASSIGNMENT, NOT AN ASSIGNMENT FOR SECURITY ONLY. Furthermore, upon execution, this Mortgage creates a present security interest in all Rents and Leases applicable to the Secured Property, enforceable by all rights and remedies under Florida law.

Section 3.2 **Grant of License**. Notwithstanding the provisions of Section 3.1, Mortgagee hereby confers upon Mortgagor a license ("**License**") to collect and retain the Rents as they become due and payable, so long as no Event of

Default (as defined in the Promissory Note) shall exist and be continuing. If an Event of Default has occurred and is continuing, Mortgagee shall have the right, which it may choose to exercise in its sole discretion, to terminate this License without notice to or demand upon Mortgagor, and without regard to the adequacy of the security for the Secured Obligations.

Section 3.3 **Leases**. Mortgagor represents and warrants that: (i) the Leases are in full force and effect and have not been modified or amended; (ii) the Rents have not been waived, discounted, compromised, setoff or paid more than one (1) month in advance; (iii) there are no other assignments, transfers, pledges or encumbrances of any Leases or Rents; and (iv) neither Mortgagor nor the lessees and tenants are in default under the Leases.

Section 3.4 **Performance of Leases**. Mortgagor shall (i) fulfill or perform each and every term, covenant and provision of the Leases to be fulfilled or performed by the lessor thereunder; (ii) give prompt notice to Mortgagee of any notice received by Mortgagor of default thereunder or of any alleged default or failure of performance that could become a default thereunder, together with a complete copy of any such notice; and (iii) enforce, short of termination thereof, the performance or observance of each and every term, covenant and provision of each Lease to be performed or observed by the lessees and tenants thereunder.

Section 3.5 **Modification of Leases**. Mortgagor, without the prior written consent of Mortgagee, shall not: (i) cancel or accept the surrender of any Lease; (ii) assign, transfer, pledge or encumber, the whole or any part of the Leases and Rents to anyone other than Mortgagee; (iii) accept any Rents more than one (1) month in advance of the accrual thereof; or (iv) do or permit anything to be done, the doing of which, or omit or refrain from doing anything, the omission of which, could be a breach or default under the terms of any Lease or a basis for termination thereof.

Section 3.6 **Mortgagee**. Mortgagee does not assume and shall not be liable for any obligation of the lessor under any of the Leases and all such obligations shall continue to rest upon Mortgagor as though this assignment had not been made. Mortgagee shall not be liable for the failure or inability to collect any Rents.

Section 3.7 **Mortgagee In Possession**. Neither the assignment of Leases and Rents contained herein or in any separate assignment nor the exercise by Mortgagee of any of its rights or remedies thereunder or in connection therewith, prior to Mortgagee obtaining actual possession of the Secured Property as provided in **Articles 6 (Remedies)** hereof, shall constitute Mortgagee a “mortgagee in possession” or otherwise make Mortgagee responsible or liable in any manner with respect to the Secured Property or the occupancy, operation or use thereof. In the event Mortgagee

obtains actual possession of the Secured Property as provided in Articles 6 (Remedies) hereof, Mortgagee shall have the rights, and Mortgagee's liability shall be limited, as provided in that Section.

## ARTICLE 4

## SECURITY INTEREST IN RELATED PERSONALTY.

Section 4.1 **Grant of Security Interest**. Mortgagor grants to Mortgagee a security interest in, and pledges and assigns to Mortgagee, all of Mortgagor's right, title and interest, whether presently existing or hereafter acquired in and to all of the following property (collectively, the "**Personalty**"):

(a) All goods, inventory, accounts, general intangibles, software, investment property, instruments, letters of credit, letterofcredit rights, deposit accounts, documents, chattel paper and supporting obligations, as each such term is presently or hereafter defined in the Uniform Commercial Code, and all other personal property of any kind or character, now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Land and Improvements or which may be used in or relating to the planning, development, financing or operation of the Secured Property, including, without limitation, furniture, furnishings, materials, supplies, tools, equipment, machinery, money, insurance proceeds, accounts, contract rights, software, trademarks, goodwill, promissory notes, electronic and tangible chattel paper, payment intangibles, documents, trade names, licenses and/or franchise agreements (to the extent assignable), rights of Mortgagor under leases of fixtures or other personal property or equipment, inventory, all refundable, returnable or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Mortgagor with any governmental authorities, boards, corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable or reimbursable tap fees, utility deposits, commitment fees and development costs, and commercial tort claims arising from the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Secured Property;

(b) All reserves, escrows or impounds required under Section 5.20 (Reserves) and all deposit accounts (including accounts holding security deposits) maintained by Mortgagor with respect to the Secured Property;

(c) All crops growing or to be grown on the Land (and after severance from the Land); all standing timber upon the Land (and after severance from the Land); all sewer, water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant to the Land) and all evidence of ownership rights

pertaining to such water or water rights, ownership of which affect the Land; and all plans, specifications, shop drawings and other technical descriptions prepared for construction, repair or alteration of any part of the Premises, and all amendments and modifications thereof;

(d) To the extent assignable, all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, permits, licenses, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Secured Property;

(e) All permits, licenses and claims to or demands for the voluntary or involuntary conversion of any of the Land, Improvements, or other Secured Property into cash or liquidated claims, proceeds of all present and future fire, hazard or casualty insurance policies relating to the Land and the Improvements, whether or not such policies are required by Mortgagee, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any breach of warranty, misrepresentation, damage or injury to, or defect in, the Land, Improvements, or other Secured Property or any part of them; and

(f) All substitutions, replacements, additions, and accessions to any of the above property, and all books, records and files relating to any of the above property, including, without limitation, all general intangibles related to any of the above property and all proceeds of the above property.

## **ARTICLE 5**      **RIGHTS AND DUTIES OF THE PARTIES.**

Mortgagor warrants, represents and covenants to Mortgagee as follows:

Section 5.1 **Title to Secured Property and Lien of This Instrument.** Mortgagor lawfully possesses and holds fee simple title to all of the Land and the Improvements, and owns the Secured Property free and clear of any liens, claims or interests, except the Permitted Encumbrances, and has rights and the power to transfer each item of the Secured Property. This Mortgage creates a valid, enforceable first priority lien on, and security interest against, as applicable, the Secured Property. Mortgagor will cooperate with Mortgagee in obtaining control (for lien perfection purposes under the Uniform Commercial Code) with respect to any

Secured Property consisting of deposit accounts, investment property, letter of credit rights or electronic chattel paper.

Section 5.2 **First Lien Status; Protection of Mortgagee's**

**Security.** At Mortgagor's sole expense, Mortgagor shall preserve, protect and defend (a) the first lien and security interest status of this Mortgage and the other Loan Documents, (b) title to and right of possession of the Secured Property, and (c) the rights and powers of Mortgagee created under it, against all adverse claims. Mortgagor shall give Mortgagee prompt notice in writing if any claim is asserted which does or could affect any of these matters, or if any action or proceeding is commenced which alleges or relates to any such claim. If any such action or proceeding is commenced or if Mortgagee is made a party to any such action or proceeding by reason of this Mortgage, or if Mortgagor fails to perform any obligation on its part to be performed hereunder, then Mortgagee, in its discretion, may make any appearances, disburse any sums, make any entries upon the Premises and take any actions as may be necessary or desirable to protect or enforce the security of this Mortgage, to remedy Mortgagor's failure to perform its obligations (without, however, waiving any default by Mortgagor) or otherwise to protect Mortgagee's interests. Mortgagor will pay all losses, damages, fees, costs and expenses, including reasonable attorneys' fees, of Mortgagee thus incurred. This paragraph shall not be construed to require Mortgagee to incur any expenses, make any appearances or take any actions.

Section 5.3 **Payment and Performance.** Mortgagor shall pay and perform the Secured Obligations in full when they are due and required to be paid and performed as provided in the Loan Documents.

Section 5.4 **Payment of Taxes, Utilities, Liens and Charges.**

(a) **Taxes and Assessments.** Mortgagor agrees to pay prior to delinquency directly to the payee thereof all taxes, levies, charges and assessments (including without limitation, assessments on appurtenant water stock and non-governmental levies or assessments such as maintenance charges, owner association dues or charges, or fees, levies or charges resulting from covenants, conditions or restrictions) levied, assessed or charged against or with respect to the Premises or this Mortgage, or which may cause any decrease in the value of the Secured Property or any part of it. Upon request, Mortgagor shall promptly furnish to Mortgagee all notices of amounts due under this subparagraph and all receipts evidencing such payments. Mortgagor may contest any such taxes or assessments by appropriate proceedings duly instituted and diligently prosecuted at Mortgagor's expense and Mortgagor shall not be obligated to pay such taxes or assessments while such contest is pending so long as (i) the Premises is not thereby subjected to imminent loss or forfeiture and, (ii) if Mortgagor has not provided evidence that it has deposited the entire amount assessed with the applicable

governmental authority, it deposits the entire amount together with projected penalties and interest with Mortgagee or provides other security satisfactory to Mortgagee in its sole discretion.

(b) Utilities. Mortgagor will pay when due all utility charges and assessments for services furnished the Premises.

(c) Liens and Charges. Mortgagor will pay when due the claims of all Persons supplying labor or materials at the request of or with authorization from Mortgagor to or in connection with the Premises. Without waiving the restrictions of Section 5.17 (Restrictions on Transfer or Encumbrance of the Premises) hereof, Mortgagor will promptly discharge any lien or other charge, whether superior or inferior to this Mortgage, which may be claimed against the Premises. Notwithstanding the foregoing provisions of this subparagraph, Mortgagor, at its own expense, may contest by appropriate legal proceedings, conducted diligently and in good faith, the amount or validity of any mechanic's lien, but only if (i) Mortgagor notifies Mortgagee in writing at least ten (10) days in advance of the expected commencement of such proceedings, (ii) no portion of the Premises is in danger of being sold or forfeited by virtue of, or during the duration of, such proceedings, (iii) if required by Mortgagee, Mortgagor deposits with Mortgagee reserves sufficient to pay the contested mechanic's lien in full, plus any interest and costs that may be assessed or recoverable in connection therewith, through the proceedings or otherwise, and (iv) Mortgagor furnishes whatever additional security is required in the proceedings or is reasonably requested by Mortgagee in connection with allowing Mortgagor to commence the proceedings.

**Section 5.5 Maintenance of Rights of Way, Easements and Licenses.** Mortgagor shall maintain all rights of way, easements, grants, privileges, licenses, certificates, permits, and entitlements necessary for the use of the Secured Property and will not, without the prior consent of Mortgagee, not to be unreasonably withheld, conditioned or delayed, actively consent to any public restriction (including any zoning ordinance) or private restriction as to the use of the Secured Property. Mortgagor shall comply with all restrictive covenants affecting the Secured Property, and all zoning ordinances and other public or private restrictions as to the use of the Secured Property.

**Section 5.6 Right of Entry and Inspection.** Mortgagor shall permit Mortgagee, and Mortgagee's agents, representatives and employees to make reasonable entries upon and inspection of the Land and Improvements, provided that

Mortgagee shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Mortgagee's interest in the Secured Property.

Section 5.7 **Hazardous Substances**.

(a) Definition of "Hazardous Substance". "**Hazardous Substance**" means any hazardous, toxic or dangerous substance, waste or material which is or becomes regulated under any federal, state or local statute, ordinance, rule, regulation or other law now or hereafter in effect pertaining to environmental protection, contamination or clean up, including without limitation any substance, waste or material which now or hereafter is (A) designated as a "hazardous substance" under or pursuant to the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), (B) defined as a "hazardous waste" under or pursuant to the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), or (C) defined as a "hazardous substance" in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.).

(b) Representations and Warranties. Mortgagor represents and warrants to Mortgagee that: (i) to the best of Mortgagor's knowledge, following due inquiry, no asbestos has ever been used in the construction, repair or maintenance of any building, structure or other improvement now or heretofore located on the Land; (ii) to the best of Mortgagor's knowledge, following due inquiry, no Hazardous Substance is currently being generated, manufactured, refined, transported, treated, stored, handled or disposed of, transferred, produced or processed on, under or about the Premises, except in compliance with all applicable federal, state and local statutes, ordinances, rules, regulations and other laws; (iii) neither Mortgagor nor, to the best of Mortgagor's knowledge, following due inquiry, any other Person has ever caused or permitted any Hazardous Substance to be generated, manufactured, refined, transported, treated, stored, handled or disposed of, transferred, produced or processed on, under or about the Premises, except in compliance with all applicable federal, state and local statutes, ordinances, rules, regulations and other laws; (iv) Mortgagor has not received any notice of, nor is Mortgagor aware of, any actual or alleged violation with respect to the Premises of any federal, state or local statute, ordinance, rule, regulation or other law pertaining to Hazardous Substances; and (v) neither Mortgagor nor, to the best of Mortgagor's knowledge, following due inquiry, the Premises is subject to any governmental or judicial claim, order, judgment or lien with respect to the clean-up of Hazardous Substances at or with respect to the Premises. Mortgagor further represents and warrants to Mortgagee that the foregoing representations and warranties contained in this Section are made after and are based upon inspection of the Premises by Mortgagor and due inquiry by Mortgagor as to the prior uses of the Premises.

(c) No Future Hazardous Substances. Mortgagor will not cause or permit the Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process any Hazardous Substance (as defined in this Mortgage), nor shall Mortgagor cause or permit, as a result of any intentional or unintentional act or omission on the part of Mortgagor or any tenant, subtenant or other user or occupier of the Premises, a releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of any Hazardous Substance onto the Premises or any other property or into any waters, except in compliance with all such laws. Notwithstanding anything to the contrary, however, Mortgagor shall not cause or permit the installation, operation or presence on the Land of any underground storage tank or system used or to be used for the storage, handling or dispensing of petroleum or any other substance regulated under the Resource Conservation and Recovery Act (42 USC § 6901 et seq.), as now or hereafter amended, or any state or local statute, ordinance, rule, regulation or other law now or hereafter in effect regulating underground storage tanks or systems.

(d) Notification; Clean Up. Mortgagor will immediately notify Mortgagee if Mortgagor becomes aware of (i) any Hazardous Substance problem or liability with respect to the Premises, (ii) any actual or alleged violation with respect to the Premises of any federal, state or local statute, ordinance, rule, regulation or other law pertaining to Hazardous Substances, or (iii) any lien or action with respect to any of the foregoing. Mortgagor will, at its sole expense, take or cause to be taken all actions as may be necessary or advisable for the clean-up of Hazardous Substances on or with respect to the Premises, including, without limitation, all removal, containment and remedial actions in accordance with all applicable laws and in all events in a manner satisfactory to Mortgagee, and shall further pay or cause to be paid all clean-up, administrative and enforcement costs of governmental agencies with respect to Hazardous Substances on or with respect to the Premises if obligated to do so by contract or by law.

(e) Verification. For the purposes of inspecting the Premises to ascertain the accuracy of all representations and warranties in this Mortgage relating to Hazardous Substances, and the observance of all covenants contained in this Section, (i) Mortgagee is hereby authorized to enter and inspect the Premises, including the interior of any structures, at reasonable times and after reasonable notice, for the purposes of performing appraisals, observing the Premises, taking and removing environmental samples, and conducting tests on any part of the Premises; and (ii) if and at any time Hazardous Substances are being handled on the Premises, Mortgagor shall furnish Mortgagee with such information and documents as may be reasonably requested by Mortgagee to confirm that such Hazardous Substances are being handled in compliance with all applicable federal, state and local statutes, ordinances, rules,

regulations and other laws. Mortgagor shall reimburse Mortgagee upon demand for all costs and expenses, including without limitation reasonable attorneys' fees, incurred by Mortgagee in connection with any such entry, inspection, testing and the obtaining of such information and documents. Mortgagee is under no duty, however, to visit or observe the Premises or to conduct tests, and any such acts by Mortgagee will be solely for the purposes of protecting Mortgagee's security and preserving Mortgagee's rights under this Mortgage. No site visit, observation or testing or any report or findings made as a result thereof ("Environmental Report") (i) will result in a waiver of any default of Mortgagor; (ii) impose any liability on Mortgagee; or (iii) be a representation or warranty of any kind regarding the Premises (including its condition or value or compliance with any laws) or the Environmental Report (including its accuracy or completeness). In the event Mortgagee has a duty or obligation under applicable laws, regulations or other requirements to disclose an Environmental Report to Mortgagor or any other party, Mortgagor authorizes Mortgagee to make such a disclosure. Mortgagee may also disclose an Environmental Report to any regulatory authority, and to any other parties as necessary or appropriate in Mortgagee's judgment. Mortgagor further understands and agrees that any Environmental Report or other information regarding a site visit, observation or testing that is disclosed to Mortgagor by Mortgagee or its agents and representatives is to be evaluated (including any reporting or other disclosure obligations of Mortgagor) by Mortgagor without advice or assistance from Mortgagee.

(f) Indemnity for Certain Matters. Mortgagor shall be responsible for, and indemnify, defend, and hold harmless the Mortgagee from and against, any claim, judgment, loss, damage, demand, cost, expense or liability, known or unknown, contingent or otherwise, directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence (whether prior to or after the date of this Mortgage) of Hazardous Substances on, in, under or about the Premises including all costs and expenses incurred by the Mortgagee, including reasonable attorneys' and consultants' fees. The foregoing indemnification obligation shall be limited to the actual damages incurred by Mortgagee, including all advances or payments paid or agreed to be paid by Mortgagee pursuant to its rights to require environmental assessments, join or participate in any proceedings, cure the Mortgagor's default or enforce its remedies, (a) prior to and after any judicial foreclosure of this Mortgage or deed delivered and accepted in lieu thereof, or (b) prior to any nonjudicial foreclosure of this Mortgage or deed delivered and accepted in lieu thereof. The obligations of the Mortgagor under this Section shall be mutually exclusive of any liabilities arising after a nonjudicial foreclosure of this Mortgage or the delivery and acceptance of a deed in lieu of such nonjudicial foreclosure, which are evidenced by the Environmental Indemnity, and are not secured hereby.

Section 5.8 **Name and Location; Organizational Matters; Litigation; Other Consents and Agreements; ERISA; Existence.**

(a) **Name and Location of Mortgagor.** Mortgagor represents and warrants to Mortgagee that it is a **Limited Liability Company** organized under the laws of the State of **Florida**, whose principal place of business or its chief executive office (if it has more than one place of business) is located at the address set forth for Mortgagor in **Section 7.22 (Notices)**. Mortgagor further represents and warrants to Mortgagee that the exact legal name for Mortgagor is as set forth in the opening paragraph of this Mortgage. Mortgagor covenants that it will give Mortgagee thirty (30) days' prior written notice of any act, event or occurrence which will cause the representations and/or warranties in this paragraph to become untrue in any respect.

(b) **Good Standing.** Mortgagor represents and warrants to Mortgagee that it is validly existing and in good standing under the laws of the State of **Florida** and in the State of Florida, and it has all necessary licenses, authorizations, registrations, permits and/or approvals to own its properties and to carry on its business as presently conducted.

(c) **Authorization.** Mortgagor represents and warrants to Mortgagee that the execution of this Mortgage, the other Loan Documents and the Environmental Indemnity have been duly authorized and there is no provision in the organizational documents of Mortgagor requiring further consent for such action by any other Person.

(d) **No Litigation.** Mortgagor represents and warrants to Mortgagee that neither Mortgagor nor, to Mortgagor's knowledge, any Person holding an equity interest in Mortgagor, is involved in any litigation, arbitration, or other proceeding or governmental investigation pending which if determined adversely would materially adversely affect Mortgagor's ability to perform in accordance with the Promissory Note, any other Loan Document, or the Environmental Indemnity. Mortgagor shall give prompt written notice to Lender of any such pending or threatened matter.

(e) **No Other Consents.** Mortgagor represents and warrants to Mortgagee that to the best of Mortgagor's knowledge, no consent, approval, authorization or order of any court or Governmental Authority is required for the execution, delivery and performance by Mortgagor of, or compliance by Mortgagor with, this Mortgage or any of the other Loan Documents or the Environmental Indemnity or the consummation of the transactions contemplated hereby or thereby, other than those which have been obtained by Mortgagor.

(f) No Plan Assets. Mortgagor represents and warrants to Mortgagee that (i) Mortgagor is acting on its own behalf and Mortgagor is not an employee benefit plan as defined in Section 3(3) of ERISA, which is subject to Title I of ERISA, nor a plan as defined in Section 4975(e)(1) of the Code (each of the foregoing hereinafter referred to collectively as a “**Plan**”); and (ii) Mortgagor’s assets do not constitute “plan assets” of one or more such Plans within the meaning of Department of Labor Regulation Section 2510.3-101, as modified by Section 3(42) of ERISA. Mortgagor shall not be reconstituted as a Plan or as an entity whose assets constitute “plan assets.”

(g) Existence; Compliance with Governmental Requirements. Mortgagor shall do or cause to be done all things necessary to preserve, renew and keep in full force and effect its existence, rights, licenses, permits and franchises and comply with all present and future governmental requirements affecting or relating to Mortgagor, Mortgagor’s business, and the Premises. Mortgagor shall not use or permit the use of the Premises, or any part thereof, for any illegal purpose. Mortgagor shall furnish to Mortgagee, on request, reasonably satisfactory proof of compliance with any governmental requirement.

Section 5.9 **Preservation and Maintenance of Premises; Right of Entry**.

(a) Preservation and Maintenance. Mortgagor (i) will not commit, permit to occur or suffer any waste or impairment or deterioration of the Premises, (ii) will not abandon the Premises, (iii) will restore or repair promptly and in a good and workmanlike manner all or any part of the Premises to the equivalent of its original condition, or such other condition as Mortgagee may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (iv) will keep the Premises, including improvements, fixtures, equipment, machinery and appliances thereon, in good condition and repair and will replace fixtures, equipment, machinery and appliances of the Premises when necessary to keep such items in good condition and repair, and (v) will generally operate and maintain the Premises in a commercially reasonable manner for its intended use and occupancy.

(b) Alterations. No building or other improvement on the Land will be structurally altered, removed or demolished, in whole or in part, without Mortgagee’s prior written consent, nor will any fixture or chattel covered by this Mortgage and adapted to the use and enjoyment of the Land be removed at any time without like consent unless actually replaced by an article of equal suitability, owned by Mortgagor, free and clear of any lien or security interest except such as may be

approved in writing by Mortgagee.

(c) Waiver of Right to Partition. Mortgagor irrevocably waives and covenants with Mortgagee not to pursue any partition of the Premises or any portion or proceeds thereof so long as any portion of the Secured Obligations remains outstanding.

Section 5.10 Use of Premises. Mortgagor will comply with, and will use commercially reasonable efforts to cause all tenants, invitees and other users of the Premises to comply with, all federal, state and municipal laws, ordinances, regulations and requirements of any governmental body, and all other covenants, conditions and restrictions, applicable to the Premises, and pay all taxes, fees and charges in connection therewith. The Premises may not be converted to a cooperative or condominium without Mortgagee's prior written consent, which consent may be withheld in Mortgagee's sole and absolute discretion. Unless required by applicable law or unless Mortgagee has otherwise agreed in writing, Mortgagor will not allow changes in the use for which all or any part of the Premises was intended at the time this Mortgage was executed. Mortgagor will not initiate or acquiesce in a change in the zoning classification of the Premises without Mortgagee's prior written consent.

Section 5.11 Use of Proceeds; Commercial Purpose. Mortgagor shall use the proceeds of the Loan exclusively for commercial, business or investment purposes.

Section 5.12 Other Covenants. All of the covenants in the Promissory Note are incorporated herein by reference and, together with covenants in this Article 5, shall be covenants running with the land.

Section 5.13 No Agricultural Use. The Land is not used principally for agricultural or farming purposes.

#### Section 5.14 Insurance Requirements.

(a) Policies. Mortgagor shall keep all Improvements now or hereafter placed on the Land continuously insured against loss by fire or other hazards from time to time required by Mortgagee in such amounts as Mortgagee may require. All such policies (including renewals thereof), shall be: (a) issued by an insurance carrier acceptable to Mortgagee who is qualified and licensed to provide insurance in the State of Florida, (b) name Mortgagee as additional insured, lender loss payee, and/or mortgagee, as appropriate, (c) provide that the insurance carrier shall notify Mortgagee at least thirty (30) days before cancellation, termination or any material change of coverage, and (d) otherwise be in form and substance and contain such endorsements

satisfactory to Mortgagee. Any amount collected under any such insurance policy may be applied upon the Secured Obligations in such order as Mortgagee shall determine. Such application by Mortgagee shall not cause discontinuance of any proceedings to foreclose this Mortgage. In the event of foreclosure, all rights of Mortgagor in insurance policies then in force shall pass to the purchaser at the foreclosure sale. Mortgagor represents and warrants that it will provide proof of the insurance required to Mortgagee on not less than an annual basis.

(b) Assignments as Security. As security for the Secured Obligations, Mortgagor hereby assigns to Mortgagee all required insurance policies, together with all monies and proceeds thereof, rights thereto and all unearned premiums returnable upon cancellation (all such assigned items constituting "Secured Property" for purposes of this Mortgage).

(c) Payment; Renewals. Mortgagor shall promptly furnish to Mortgagee all renewal notices relating to insurance policies. Mortgagor shall pay all premiums on insurance policies directly to the carrier. At least thirty (30) days prior to the expiration date of each such policy, Mortgagor shall furnish to Mortgagee a renewal policy in a form acceptable to Mortgagee, together with evidence that the renewal premium has been paid.

#### Section 5.15 Insurance Proceeds.

(a) In the event of any loss resulting in a claim exceeding the lesser of (i) Mortgagor's commercially reasonable deductible amount and (ii) **Ten Thousand and No/100 Dollars (\$10,000.00)**, Mortgagor will give prompt written notice thereof to the insurance carrier and Mortgagee.

(b) Except as may otherwise be required by applicable law, Mortgagee shall apply any insurance proceeds received hereunder first to the payment of the costs and expenses incurred in the collection of the proceeds and shall then apply the balance (the "Net Proceeds"), in its absolute discretion and without regard to the adequacy of its security, to:

(1) The payment of indebtedness secured hereby, whether then due and payable or not. Any such application of proceeds to principal on the Promissory Note shall be without the imposition of any prepayment fee otherwise payable under the Promissory Note, but shall not extend or postpone the due dates of the installment payments under the Promissory Note or change the amounts thereof; or

(2) The reimbursement of Mortgagor, under Mortgagee's prescribed disbursement control procedures, for the cost of restoration or repair of the Premises. Mortgagee may, at its option, condition the reimbursement on Mortgagee's approval of the plans and specifications of the reconstruction, contractor's cost estimates, construction budget and schedule, architects' certificates, waivers of liens, sworn statements of mechanics and materialmen, and such other evidence of costs, percentage completion of construction, application of payments and satisfaction of liens as Mortgagee may reasonably require.

(c) Notwithstanding the provisions of Section 5.15(b), Mortgagee agrees that the Net Proceeds from a loss described in this Section will be made available under Section 5.15(b)(2) above to reimburse Mortgagor for the cost of restoration or repair of the Premises, provided that each of the following conditions is satisfied:

(1) At the time the proceeds are received, and all times during the restoration or repair of the Premises, no event or circumstance exists which is or which with the passage of time, the giving of notice, or both will constitute an Event of Default;

(2) The Net Proceeds are less than the indebtedness then secured by this Mortgage;

(3) The Net Proceeds are received more than one (1) year prior to the maturity date of the Promissory Note, including any acceleration of the maturity date by Mortgagee if the Promissory Note gives Mortgagee a right of acceleration;

(4) Mortgagor gives Mortgagee written notice within thirty (30) days after the proceeds are received that it intends to restore or repair the Premises and requests that the Net Proceeds be made available therefor, and Mortgagor thereafter promptly commences the restoration or repair and completes the same with reasonable diligence in accordance with plans and specifications approved by Mortgagee, which approval shall not be unreasonably withheld;

(5) The Net Proceeds are sufficient, in Mortgagee's judgment, to restore or repair the Premises substantially to its condition prior to the damage or destruction or, if in Mortgagee's reasonable business judgment they are not, Mortgagor deposits with Mortgagee funds in an amount equal to the

deficiency, which funds Mortgagee may, at its option, require be expended prior to use of the Net Proceeds; and

(6) Mortgagee receives evidence satisfactory to Mortgagee that the Premises can lawfully be restored or repaired to its condition prior to the damage and destruction and that, upon completion of the restoration or repair, the Premises can be operated substantially as it was before and will produce substantially as much income from tenant leases as it did before the damage or destruction.

(d) Except to the extent, if any, that insurance proceeds are applied to payment of the Secured Obligations, nothing herein contained shall be deemed to excuse Mortgagor from restoring, repairing or maintaining the Premises as provided in Section 5.9 (Preservation and Maintenance of Premises; Right of Entry), regardless of whether there are insurance proceeds available or whether any such proceeds are sufficient in amount.

(e) If the Premises is sold pursuant to Section 5.17 (Restrictions on Transfer or Encumbrance of the Premises) or Article 6 (Remedies), or if Mortgagee otherwise acquires title to the Premises, Mortgagee shall have all of the right, title and interest of Mortgagor in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Premises prior to such sale or acquisition.

#### Section 5.16 Condemnation.

(a) Proceedings. Mortgagor will promptly notify Mortgagee of any action or proceeding relating to any condemnation or other taking (including without limitation change of grade), whether direct or indirect, of the Premises or part thereof or interest therein, and Mortgagor will appear in and prosecute any such action or proceeding unless otherwise directed by Mortgagee in writing. Mortgagor grants Mortgagee a power of attorney, which power of attorney is coupled with an interest and is irrevocable, to commence, appear in and prosecute, in Mortgagee's or Mortgagor's name, any action or proceeding relating to any such condemnation or other taking, and to settle or compromise any claim in connection with such condemnation or other taking; provided, however, that Mortgagee shall have no obligation to do so. All awards, payments, damages, direct, consequential and otherwise, claims, and proceeds thereof, in connection with any such condemnation or other taking, or for conveyances in lieu of condemnation, are hereby absolutely and irrevocably assigned to Mortgagee (all such assigned items constituting "Premises" for purposes of this Mortgage); and Mortgagor hereby authorizes the payor to pay to

Mortgagee, all proceeds of any such awards, payments, damages or claims shall be paid to Mortgagee.

(b) Application of Proceeds. Mortgagee shall apply any such proceeds in the manner and upon the terms and conditions set forth in Section 5.15(b) and Section 5.15(c) relating to the application of insurance proceeds.

Section 5.17 **Restrictions on Transfer or Encumbrance of the Premises.**

(a) A “**Transfer**” is, whether voluntary or involuntary, by operation of law or otherwise: (i) any sale, contract to sell, lien, encumbrance, conveyance or other transfer of the Premises or any part thereof or interest therein; (ii) any transfer or exercise of any right to drill for or to extract any water (other than for Mortgagor’s own use), oil, gas or other hydrocarbon substances or any mineral of any kind on or under the surface of the Secured Property; (iii) any change (whether direct or indirect) in the ownership of any equity interest in Mortgagor; (iv) any change in the ownership of any such stock, membership, general partnership or other beneficial interest in any corporation, limited liability company, partnership, trust or other entity, organization or association directly or indirectly owning an interest in Mortgagor; (v) any change in the manager of any of the foregoing if such Person is a limited liability company; (vi) any pledge, assignment or encumbrance of any ownership or equity interest in Mortgagor, including assignments of ownership or equity interests made in connection with mezzanine or preferred equity financing; (vii) any abandonment of all or any part of the Premises; or (viii) the partition of, or the filing of any proceeding seeking the partition of, all or any part of the Premises.

(b) No Transfer is permitted without the prior written consent of Mortgagee, which Mortgagee may withhold in its sole and absolute discretion. With respect to each and every Transfer for which Mortgagee has agreed to provide consent, Mortgagor shall give Mortgagee (1) prior written notice of the proposed Transfer, (2) copies of all transfer documentation, and (3) a **\$2,000.00** transfer review fee, which transfer fee shall be nonrefundable, fully earned by Mortgagee upon receipt, and not applied to the outstanding balance of the Loan. Notwithstanding the foregoing, no Transfer shall be permitted if the transferee or any affiliate of the transferee is a Person (a) that is listed in the Annex to, or is otherwise subject to the provisions of, EO 13224; (b) whose name appears on the OFAC most current list of “Specifically Designated National and Blocked Persons -- (which list may be published from time to time in various mediums, including, but not limited to, the OFAC website (<http://www.treasury.gov/ofac/downloads/t11sdn/pdf>)); (c) who commits, threatens to commit or supports “terrorism,” as that term is defined in EO 13224; or (d) who is otherwise affiliated with any Person listed above. Mortgagee’s consent to any Transfer

or its waiver of an Event of Default by reason of a Transfer shall not constitute a consent or waiver of any right, remedy or power accruing to Mortgagee by reason of any subsequent Transfer.

(c) For any Transfer permitted under this Section, Mortgagee may condition its consent upon, among other things, including: the Premises having been and assurances that it shall continue to be well maintained and managed in a manner satisfactory to Mortgagee in its sole and absolute discretion; Mortgagee's approval of the Transfer terms, documents and background materials; there being no uncured Event of Default under this Mortgage; for any Transfer involving an interest in the Premises, Mortgagor furnishing an endorsement to Mortgagee's title insurance policy insuring the continued validity and priority of the lien of this Mortgage following the Transfer and such subordination agreements and other documents as may be required by Mortgagee or its title company to issue the endorsement; and Mortgagor furnishing proof of payment of any taxes arising in connection with the Transfer. Unless Mortgagee in its sole and absolute discretion otherwise agrees in writing at that time, no Transfer shall release the transferor from any liability under the Loan Documents or the Environmental Indemnity. By accepting a Transfer, the transferee assumes any and all liability of the transferor under the Loan Documents and the Environmental Indemnity to the extent the transferor has personal liability. At Mortgagee's request, the parties shall execute agreements, guaranties and indemnities in form and substance acceptable to Mortgagee. Regardless whether Mortgagee consents to a Transfer request, Mortgagor agrees to pay all of Mortgagee's out-of-pocket expenses incurred in connection with any Transfer request, including without limitation title fees and attorneys' fees and costs, and Mortgagee may condition its willingness to consider a Transfer request upon a deposit to pay for Mortgagee's expenses.

(d) Upon breach of this Section, Mortgagee may declare all sums due under the Promissory Note and Mortgage immediately due and payable, unless prohibited by applicable law, and Mortgagee may invoke any rights and remedies provided under Article 6 (Remedies).

Section 5.18 **Reimbursement of Mortgagee's Expenses**. Mortgagor agrees to pay all expenses of Mortgagee incurred in connection with the application for, processing of, drafting of, and making of the Loan, including, without limitation, title insurance premiums, escrow fees, search fees and related charges, survey costs, brokerage commissions, appraisal costs, inspections by professionals (for hazardous materials, asbestos, roof or building structural conditions, seismic analysis, etc.), recording charges, mortgage taxes, revenue stamps, Mortgagee's reasonable attorney's fees, and escrow, settlement and disbursement charges and expenses. Without limiting the foregoing, all amounts disbursed by Mortgagee pursuant to Section 5.2 (First Lien

Status; Protection of Mortgagee's Security) or any other provision of this Mortgage or any other Loan Document, with interest thereon, shall be additional indebtedness of Mortgagor secured by this Mortgage. All such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the interest rate in effect on the Promissory Note from time to time, or at the maximum rate which may be collected from Mortgagor on such amounts by the payee thereof under applicable law if that is less.

Section 5.19 **Books and Records; Financial Statements**. Mortgagor will keep and maintain at Mortgagor's address stated in Section 7.22 (Notices), or such other place as Mortgagee may approve in writing, books of accounts and records adequate to reflect correctly the results of the operation of the Premises and copies of all written contracts, leases and other instruments which affect the Premises. Such books, records, contracts, leases and other instruments shall be subject to examination, inspection and copying at any reasonable time by Mortgagee. Mortgagor will furnish to Mortgagee, within ten (10) days after Mortgagee's request therefor, the following documents, each certified to Mortgagee by Mortgagor as being true, correct and complete: (a) a copy of all leases and other agreements for the occupancy or use of all or any part of the Premises, (b) a rent roll for the Premises, showing the name of each tenant, and for each tenant, the unit occupied, the number of square feet rented, the lease expiration date, the rent payable, the date through which rent has been paid, the amount of any security deposit and the number and term of any renewal options, (c) a copy of the most recent real and personal property tax statements for the Premises, (d) a copy of the most recent statements for the insurance coverages maintained under Section 5.14 (Insurance Requirements) of this Mortgage, and (e) a statement of income and expenses of the Premises for the most recently ended fiscal year of Mortgagor. In addition, Mortgagor will furnish to Mortgagee, within ten (10) days after Mortgagee's request therefor, complete and current financial statements, in reasonable detail and certified as correct by Mortgagor. Mortgagor hereby irrevocably authorizes Mortgagee to obtain credit reports on Mortgagor on one or more occasions during the term of the Loan.

#### Section 5.20 **Reserves**.

(a) **Deposits**. If required by Mortgagee, Mortgagor will, at the time of making each installment payment under the Promissory Note, deposit with Mortgagee a sum, as estimated by Mortgagee, in its sole and absolute discretion, equal to (i) the rents under any ground lease, (ii) the taxes and special assessments next due on the Premises, and (iii) the premiums that will next become due on insurance policies as may be required under this Mortgage, less all sums already deposited therefor, divided by the number of months to elapse at least thirty (30) days prior to the date when such

rents, taxes, special assessments and premiums will become delinquent. Mortgagee may require Mortgagor to deposit with Mortgagee, in advance, such other sums for other taxes, assessments, premiums, charges and impositions in connection with Mortgagor or the Premises as Mortgagee deems necessary, in its sole and absolute discretion, to protect Mortgagee's interests (herein "**Other Impositions**"). Such sums for Other Impositions shall be deposited in a lump sum or in periodic installments, at Mortgagee's option. If required by Mortgagee, Mortgagor will promptly deliver to Mortgagee all bills and notices with respect to any rents, taxes, assessments, premiums and Other Impositions. All sums deposited with Mortgagee under this paragraph (a) are hereby pledged as security for the Secured Obligations.

(b) **Application of Deposits**. All such deposited sums shall be held by Mortgagee and applied in such order as Mortgagee elects to pay such rents, taxes, assessments, premiums and Other Impositions or, upon the occurrence of an Event of Default, may be applied in whole or in part, to indebtedness secured hereby. The arrangement provided for in this Section is solely for the added protection of Mortgagee and, except as may otherwise be required by applicable law, entails no responsibility on Mortgagee's part beyond the allowing of due credit, without interest, for the sums actually received by it. Upon any assignment of this Mortgage by Mortgagee, any funds on hand shall be turned over to the assignee and any responsibility of Mortgagee with respect thereto shall terminate. Each transfer of the Premises shall automatically transfer to the transferee all rights of Mortgagor with respect to any funds accumulated hereunder. Upon payment in full of the Secured Obligations, Mortgagee shall promptly refund to Mortgagor the remaining balance of any deposits then held by Mortgagee without interest.

(c) **Adjustments to Deposits**. If the total deposits held by Mortgagee exceed the amount deemed necessary by Mortgagee, in its sole and absolute discretion, to provide for the payment of such rents, taxes, assessments, premiums and Other Impositions as the same fall due, then such excess shall, provided no Event of Default then exists hereunder, be credited by Mortgagee on the next due installment or installments of such deposits. If at any time the total deposits held by Mortgagee is less than the amount deemed necessary by Mortgagee to provide for the payment thereof as the same fall due, then Mortgagor will deposit the deficiency with Mortgagee within thirty (30) days after written notice to Mortgagor stating the amount of the deficiency.

Section 5.21 **Prohibited Person Compliance**. For purposes of this paragraph, "**Debtor Entity**" means Mortgagor, any guarantor of the Loan, any indemnitor under the Environmental Indemnity, and their respective affiliates (including individuals and entities), members, partners, shareholders and other owners.

Mortgagor warrants, represents and covenants that no Debtor Entity is or will be a Person (i) that is listed in the Annex to, or otherwise subject to the provisions of, Executive Order 13224 issued on September 24, 2001 (“EO 13224”); (ii) whose name appears on the United States Treasury Department’s Office of Foreign Assets Control (“OFAC”) most current list of “Specifically Designated National and Blocked Persons” (which list may be published from time to time in various mediums, including, but not limited to, the OFAC website (<http://www.treasury.gov/ofac>)); (iii) who commits, threatens to commit or supports “terrorism,” as that term is defined in EO 13224; or (iv) who is otherwise affiliated with any Person listed above (any and all parties or Persons described in subparts (i)-(iv) above are herein referred to as a “**Prohibited Person**”). Mortgagor covenants and agrees that no Debtor Entity will (A) conduct any business, nor engage in any transaction or dealing, with any Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person, or (B) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in EO 13224. Upon Mortgagee’s request, Mortgagor further covenants and agrees to deliver to Mortgagee any certification or other evidence as may be requested by Mortgagee in its sole and absolute discretion, confirming that no Debtor Entity is a Prohibited Person or has taken any action described in subparts (A) and (B) above.

Section 5.22 **Flood Zone**. Mortgagor represents and warrants to Mortgagee that no portion of the Premises is located in an area identified by the Federal Emergency Management Agency as a special flood hazard area. If determined at any time that any part of the Premises is located in an area identified on a Flood Hazard Boundary Map or Flood Insurance Rate Map issued by the Federal Emergency Management Agency as having special flood hazards and flood insurance has been made available, Mortgagor will also maintain a flood insurance policy meeting the requirements of the current guidelines of the Federal Insurance Administration with a generally acceptable insurance carrier, in an amount not less than the maximum amount of insurance which is available under the National Flood Insurance Act of 1968, the Flood Disaster Protection Act of 1973 or the National Flood Insurance Reform Act of 1994, as amended.

Section 5.23 **Releases, Extensions, Modifications and Additional Security**. Without affecting the personal liability of any Person, including Mortgagor, for the payment of the Secured Obligations or the lien of this Mortgage on the remainder of the Secured Property for the unpaid amount of the Secured Obligations, Mortgagee may from time to time and without notice:

- (a) release any person liable for payment of any Secured Obligation;

- (b) extend the time for payment, or otherwise alter the terms of payment, of any Secured Obligation;
- (c) accept additional real or personal property of any kind as security for any Secured Obligation, whether evidenced by deeds of trust, mortgages, security agreements or any other instruments of security;
- (d) alter, substitute or release any property securing the Secured Obligations;
- (e) consent to the making of any plat or map of the Secured Property or any part of it;
- (f) join in granting any easement or creating any restriction affecting the Secured Property;
- (g) join in any subordination or other agreement affecting this Mortgage or the lien of it; or
- (h) release the Secured Property or any part of it from the lien of this Mortgage.

Section 5.24 **Release**. When all of the Secured Obligations have been paid in full and no further commitment to extend credit continues, Mortgagee shall release the Secured Property, or so much of it as is then held under this Mortgage, from the lien of this Mortgage.

Section 5.25 **Compensation and Reimbursement of Costs and Expenses.**

(a) Mortgagor agrees to pay fees in the maximum amounts legally permitted, or reasonable fees as may be charged by Mortgagee when the law provides no maximum limit, for any services that Mortgagee may render in connection with this Mortgage, including Mortgagee's providing a statement of the Secured Obligations. Mortgagor shall also pay or reimburse all of Mortgagee's costs and expenses which may be incurred in rendering any such services.

(b) Mortgagor further agrees to pay or reimburse Mortgagee for all costs, expenses and other advances which may be incurred or made by Mortgagee to protect or preserve the Secured Property or to enforce any terms of this Mortgage, including the exercise of any rights or remedies afforded to Mortgagee under **Article 6 (Remedies)**, whether any lawsuit is filed or not, or in defending any action or proceeding arising under or relating to this Mortgage, including attorneys' fees and

other legal costs, costs of any sale of the Secured Property and any cost of evidence of title. This Mortgage shall place all third parties on notice that protective advances may have been made under this Mortgage and that appropriate inquiry should be made of Mortgagee as to the amount of any protective advances, all of which, to the fullest extent permitted by Florida law, will be considered future advances under applicable law.

(c) Mortgagor shall pay all obligations arising under this Section immediately upon demand by Mortgagee. Each such obligation shall be added to, and considered to be part of, the principal of the Secured Obligations, and shall bear interest from the date the obligation arises at the rate provided in any instrument or agreement evidencing the Secured Obligations. If more than one rate of interest is applicable to the Secured Obligations, the highest rate shall be used for purposes hereof.

Section 5.26 **Exculpation and Indemnification.**

(a) Mortgagee shall not be directly or indirectly liable to Mortgagor or any other Person as a consequence of any of the following:

(1) Mortgagee's exercise of or failure to exercise any rights, remedies or powers granted to it in this Mortgage;

(2) Mortgagee's failure or refusal to perform or discharge any obligation or liability of Mortgagor under any agreement related to the Secured Property or under this Mortgage;

(3) Mortgagee's failure to produce Rents from the Secured Property or to perform any of the obligations of the lessor under any lease covering the Secured Property;

(4) any waste committed by lessees of the Secured Property or any other parties, or any dangerous or defective condition of the Secured Property; or

(5) any loss sustained by Mortgagor or any third party resulting from any act or omission of Mortgagee in operating or managing the Secured Property upon exercise of the rights or remedies afforded Mortgagee under Article 6 (Remedies), unless the loss is caused by the willful misconduct and bad faith of Mortgagee, as determined by a court of competent jurisdiction on final, non-appealable order.

Mortgagor hereby expressly waives and releases all liability of the types described above, and agrees that no such liability shall be asserted against or imposed upon Mortgagee.

(b) Mortgagor agrees to indemnify Mortgagee against and hold them harmless from all losses, damages, liabilities, claims, causes of action, judgments, court costs, attorneys' fees and other legal expenses, cost of evidence of title, cost of evidence of value, and other costs and expenses which Mortgagee may suffer or incur in performing any act required or permitted by this Mortgage or by law or because of any failure of Mortgagor to perform any of its obligations. This agreement by Mortgagor to indemnify Mortgagee shall survive the release and cancellation of any or all of the Secured Obligations and the full or partial release of this Mortgage.

Section 5.27 **Additional Provisions Relating to Associations**. If the Secured Property is subject to a homeowner or condominium declaration of conditions, covenants and restrictions recorded in the official records of the county in which the Secured Property is located (the "**Declaration**"), the following provisions shall apply.

(a) The provisions contained in this Mortgage are obligations of Mortgagor in addition to Mortgagor's obligations under the Declaration with respect to similar matters, and shall not restrict or limit Mortgagor's duties and obligations to keep and perform promptly all of its obligations as unit owner under the Declaration.

(b) Mortgagor shall at all times fully perform and comply with all the agreements, covenants, terms and conditions imposed upon property owners under the Declaration, and if Mortgagor fails to do so, Mortgagee may (but shall not be obligated to) take any action Mortgagee deems necessary or desirable to prevent or cure any default thereunder. Mortgagee may also take such action as it deems necessary or desirable to cure a default under the Declaration by Mortgagor or any other party occupying the property (an "**Occupant**") encumbered by this Mortgage, upon receipt by Mortgagee from the association under the Declaration (the "**Association**") of written notice of such default, even though the existence of such default or the nature thereof may be questioned or denied by Mortgagor or by any party on behalf of Mortgagor. Mortgagee may pay and expend such sums of money as Mortgagee in its sole discretion deems necessary to prevent or cure any default by Mortgagor or an Occupant, and Mortgagor hereby agrees to pay to Mortgagee, immediately and without demand, all such sums so paid and expended by Mortgagee, together with interest thereon from the date of each such payment at the Default Rate. All sums so paid and expended by Mortgagee, and the interest thereon, shall be added to and be secured by the lien of this Mortgage. At Mortgagee's request, Mortgagor

will submit satisfactory evidence of payment of all of its monetary obligations under the Declaration (including but not limited to rents, taxes, assessments, insurance premiums and operating expenses).

(c) At Mortgagee's request, Mortgagor will submit satisfactory evidence of payment of all of its monetary obligations under the Declaration (including but not limited to rents, taxes, assessments, insurance premiums and operating expenses).

(d) Mortgagor shall advise Mortgagee in writing of the giving of any notice to Mortgagor by the Association under the Declaration of any default by Mortgagor as unit owner or by an Occupant thereunder in the performance or observance of any of the terms, conditions and covenants to be performed or observed by Mortgagor or such Occupant thereunder, and Mortgagor shall deliver to Mortgagee a true copy of each such notice.

(e) If any action, proceeding, motion or notice shall be commenced or filed in respect of the Association in connection with any case (including a case commenced or filed under the Bankruptcy Code), Mortgagee shall have the option, to the exclusion of Mortgagor, exercisable upon notice from Mortgagee to Mortgagor, to conduct and control any such litigation with counsel of Mortgagee's choice. Mortgagee may proceed in its own name or in the name of Mortgagor in connection with any such litigation, and Mortgagor agrees to execute any and all powers, authorizations, consents or other documents required by Mortgagee in connection therewith. Mortgagor shall, upon demand, pay to Mortgagee all costs and expenses (including attorneys' fees) paid or incurred by Mortgagee in connection with the prosecution or conduct of any such proceedings. Any such costs or expenses not paid by Mortgagor as aforesaid shall be secured by the lien of this Mortgage and shall be added to the principal amount of the indebtedness secured hereby. Mortgagor shall not commence any action, suit, proceeding or case, or file any application or make any motion, in respect of the Declaration in any such case without the prior written consent of Mortgagee.

(f) Mortgagor will use its best efforts to obtain and deliver to Mortgagee within twenty (20) days after written request by Mortgagee, an estoppel certificate from the Association setting forth (i) the name of the owner, (ii) that the Declaration has not been modified or, if it has been modified, the date of each modification (together with copies of each such modification), (iii) the amount of common expenses and other assessments payable by Mortgagor as owner under the Declaration, (iv) the date to which all common expenses and other assessments have been paid by Mortgagor as unit owner under the Declaration, (v) whether there are any alleged defaults by Mortgagor or an Occupant under the Declaration and, if so, setting forth

the nature thereof in reasonable detail, and (vi) as to such other matters as Mortgagee may reasonably request.

(g) Mortgagor represents and warrants to Mortgagee that as of the date hereof, no default under the Declaration has occurred and is continuing.

(h) Mortgagor shall take such actions as may be reasonable to insure that the Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Mortgagee.

(i) Mortgagor shall not, except after notice to Mortgagee and with Mortgagee's prior written consent, either partition or subdivide the Secured Property or consent to:

(1) the abandonment or termination of the condominium(s) (if any) encumbered by this Mortgage, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(2) any amendment to any provision of the Declaration, the Association's bylaws or articles or any rules and regulations promulgated by the Association;

(3) termination of professional management and assumption of self-management of the Association; or

(4) any action which would have the effect of rendering the public liability insurance coverage maintained by the Association unacceptable to Mortgagee.

## ARTICLE 6

## REMEDIES.

Section 6.1 **Remedies.** At any time after the occurrence of an Event of Default, Mortgagee shall be entitled to invoke any and all of the rights and remedies described below, as well as any other rights and remedies authorized by law. All of such rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies. Nothing in this Mortgage dealing with foreclosure procedures or specifying particular actions to be taken by Mortgagee or any similar officer in connection with a foreclosure sale shall be deemed to contradict or add to the requirements and procedures now or in the future specified by

Florida law, and any inconsistency shall be resolved in favor of Florida law applicable at the time of foreclosure.

Section 6.2 **Acceleration**. Mortgagee may declare the Secured Obligations to be immediately due and payable, without further notice, presentment, protest, notice of intent to accelerate, notice of acceleration, demand or action of any nature whatsoever (each of which hereby is expressly waived by Mortgagor), whereupon the same shall become immediately due and payable.

Section 6.3 **Receiver**. Mortgagee may apply to a court of competent jurisdiction for, and to the extent permitted by law, obtain from such court as a matter of strict right and without notice to Mortgagor or regard to the adequacy of the Secured Property for the repayment of the Secured Obligations, the appointment of a receiver of the Secured Property, and Mortgagor irrevocably consents to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Secured Property upon such terms as may be approved by the court, and shall apply such Rents in accordance with the provisions of the Promissory Note.

Section 6.4 **Entry on Secured Property**. Mortgagee, in person, by agent or by court-appointed receiver, may enter, take possession of, manage and operate all or any part of the Secured Property, and in its own name or in the name of Mortgagor sue for or otherwise collect any and all Rents, including those that are past due, and may also do any and all other things in connection with those actions that Mortgagee may in its sole discretion consider necessary and appropriate to protect the security of this Mortgage, including, without limitation, take exclusive possession of the Secured Property and of all books, records and accounts relating thereto, all in accordance with applicable laws. Such other things may include: entering into, enforcing, modifying, or canceling leases on such terms and conditions as Mortgagee may consider proper; obtaining and evicting tenants; fixing or modifying Rents; completing any unfinished construction; contracting for and making repairs and alterations; performing such acts of cultivation or irrigation as necessary to conserve the value of the Secured Property; and preparing for harvest, harvesting and selling any crops that may be growing on the property. Mortgagor hereby irrevocably constitutes and appoints Mortgagee as its attorney in fact to perform such acts and execute such documents as Mortgagee in its sole discretion may consider to be appropriate in connection with taking these measures, including endorsement of Mortgagor's name on any instruments. Mortgagor agrees to deliver to Mortgagee all books and records pertaining to the Secured Property, including computer-readable memory and any computer hardware or software necessary to access or process such memory, as may reasonably be requested by Mortgagee in order to enable Mortgagee

to exercise its rights under this Section. If Mortgagor remains in possession of the Secured Property after an Event of Default and without Mortgagee's prior written consent, Mortgagee may invoke any legal remedies to dispossess Mortgagor in accordance with applicable law.

Section 6.5 **Election to Cure**. Mortgagee may cure any breach or default of Mortgagor, and if it chooses to do so in connection with any such cure, Mortgagee may also enter the Secured Property and/or do any and all other things which it may in its sole discretion consider necessary and appropriate to protect the security of this Mortgage. Such other things may include: appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Mortgagee under, this Mortgage; paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in Mortgagee's sole judgment is or may be senior in priority to this Mortgage, such judgment of Mortgagee to be conclusive as among the parties to this Mortgage; obtaining insurance and/or paying any premiums or charges for insurance required to be carried under this Mortgage; otherwise caring for and protecting any and all of the Secured Property; and/or employing counsel, accountants, contractors and other appropriate Persons to assist Mortgagee. Mortgagee may take any of the actions permitted hereunder either with or without giving notice to any Person.

Section 6.6 **Foreclosure; Power of Sale**. Mortgagee may proceed to protect and enforce the rights of Mortgagee hereunder (i) by any action at law, suit in equity or other appropriate proceedings, whether for the specific performance of any agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law, or (ii) by the foreclosure of this Mortgage. In any suit to foreclose the lien hereof or foreclosure pursuant to the power of sale granted herein, there shall be allowed and included as additional indebtedness, all expenditures and expenses authorized by applicable law and all other expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, and costs of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurance with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree the true conditions of the title to or the value of the Secured Property. All expenditures and expenses of the nature mentioned in this paragraph, and such other expenses and fees as may be incurred in the protection of the Secured Property and Rents and income therefrom and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by Mortgagee in connection with any foreclosure, litigation or other proceedings

affecting or arising out of this Mortgage, the Promissory Note, or the Secured Property, including bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, or otherwise in dealing specifically therewith, shall be additional indebtedness and shall be immediately due and payable by Mortgagor, with interest thereon at the Default Rate until paid.

Section 6.7 **Intentionally Omitted.**

Section 6.8 **UCC Sale.** Mortgagee may proceed under the Uniform Commercial Code as to all or any part of the Personality, and in conjunction therewith may exercise all of the rights, remedies and powers of a secured creditor under the Uniform Commercial Code. When all time periods then legally mandated have expired, and after such notice of sale as may then be legally required has been given, Mortgagee may sell the Personality at a public sale to be held at the time and place specified in the notice of sale. It shall be deemed commercially reasonable for the Mortgagee to dispose of the Personality without giving any warranties as to the Personality and specifically disclaiming all disposition warranties. Alternatively, Mortgagee may choose to dispose of some or all of the Secured Property, in any combination consisting of both personal property and real property, in one sale to be held in accordance with the law and procedures applicable to real property, as permitted by Article 9 of the Uniform Commercial Code. Mortgagor agrees that such a sale of personal property together with real property constitutes a commercially reasonable sale of the personal property. With respect to any notices required or permitted under the Uniform Commercial Code, Mortgagor agrees that ten (10) days' prior written notice shall be deemed commercially reasonable.

Section 6.9 **Other.** Mortgagee may exercise all other rights, remedies and recourses granted under the Loan Documents or otherwise available at law or in equity (including an action for specific performance of any covenant contained in the Loan Documents, or a judgment on any Loan Document either before, during or after any proceeding to enforce this Mortgage), each in accordance with applicable law. To the fullest extent permitted under applicable law, Mortgagee shall have all rights, remedies and recourses granted in the Loan Documents and available at law or equity (including the Uniform Commercial Code), which rights (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Mortgagor, or against the Secured Property, or against any one or more of them, at the sole discretion of Mortgagee, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Mortgagee in the enforcement of any rights, remedies or recourses under the Loan

Documents or otherwise at law or equity shall be deemed to cure any Event of Default.

Section 6.10 **Application of Sale Proceeds and Rents.**

(a) Mortgagee shall apply the proceeds of any sale of the Secured Property in the following manner: first, to pay the portion of the Secured Obligations attributable to the costs, fees and expenses of the sale, including costs of evidence of title in connection with the sale; and, second, to pay all other Secured Obligations in any order and proportions as Mortgagee in its sole discretion may choose. The remainder, if any, shall be remitted to the Person or Persons entitled thereto.

(b) Mortgagee shall apply any and all Rents collected by it, and any and all sums other than proceeds of any sale of the Secured Property which Mortgagee may receive or collect under Article 6 (Remedies), in the following manner: first, to pay the portion of the Secured Obligations attributable to the costs and expenses of operation and collection that may be incurred by Mortgagee or any receiver; and, second, to pay all other Secured Obligations in any order and proportions as Mortgagee in its sole discretion may choose. The remainder, if any, shall be remitted to the Person or Persons entitled thereto. Mortgagee shall have no liability for any funds which it does not actually receive.

Section 6.11 **Release of and Resort to Collateral.** Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Secured Property, any part of the Secured Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interests created in or evidenced by the Loan Documents or their stature as a first and prior lien and security interest in and to the Secured Property. For payment of the Secured Obligations, Mortgagee may resort to any other security in such order and manner as Mortgagee may elect.

Section 6.12 **Discontinuance of Proceedings.** If Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted under the Loan Documents and shall thereafter elect to discontinue or abandon it for any reason, Mortgagee, to the extent permitted under applicable law, shall have the unqualified right to do so and, in such an event, Mortgagor and Mortgagee shall be restored to their former positions with respect to the Secured Obligations, the Loan Documents, the Secured Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Mortgagee thereafter to exercise any right, remedy or recourse under the Loan Documents for such Event of Default. Mortgagor hereby

expressly waives, to the extent permitted under applicable law, any and all benefits Mortgagor may have to claim or assert that the Secured Obligations have been reinstated in accordance with its terms following the withdrawal of any foreclosure proceedings by Mortgagee, and acknowledges and agrees that reinstatement shall occur only upon written agreement of Mortgagee.

Section 6.13 **Mortgagor Acknowledgments**. Mortgagor agrees that all property of every nature and description covered by the lien and charge of this Mortgage together with all the property and interests covered by this security interest are encumbered as a unit, and upon a default by Mortgagor, all of the Secured Property, at Mortgagee's option, may be foreclosed upon or sold in the same or different proceedings or at the same or different time, subject to the provisions of applicable law. The filing of any financing statement relating to any such property or rights or interests will not be construed to diminish or alter any of Mortgagee's rights or priorities under this Mortgage. Mortgagee also will be entitled to treat both real and personal property interests as one parcel or package of security or Mortgagee may commence a sequence of actions under the Florida Uniform Commercial Code.

Section 6.14 **Appraisement**. Appraisement of the Secured Property is hereby expressly waived, or not, at the option of the Mortgagee, such option to be exercised at the time judgment is rendered in any foreclosure hereof, or at any time prior thereto.

Section 6.15 **Compliance with Florida Mortgage Foreclosure Law**.

(a) In the event that any provision in this Mortgage shall be inconsistent with and prohibited by any provision of Florida foreclosure laws ("Foreclosure Acts"), the provisions of the Foreclosure Acts shall take precedence over the inconsistent provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with and permitted by the Foreclosure Acts.

(b) If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon the occurrence of any Event of Default which are more limited than the rights that would otherwise be vested in Mortgagee under the Foreclosure Acts in the absence of said provision, Mortgagee shall be vested with the rights granted in the Foreclosure Acts to the full extent permitted by law.

(c) Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under the Foreclosure Acts, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in this Mortgage, shall be added to the indebtedness and shall be immediately due and

payable by Mortgagor, with interest thereon at the Default Rate until paid or shall be included in the judgment of foreclosure.

## ARTICLE 7

## MISCELLANEOUS PROVISIONS

Section 7.1 **Definitions**. Capitalized terms not otherwise defined herein shall have the meanings provided in the Promissory Note.

Section 7.2 **No Waiver or Cure**.

(a) Each waiver by Mortgagee must be in writing, and no waiver shall be construed as a continuing waiver. No waiver shall be implied from any delay or failure by Mortgagee to take action on account of any default of Mortgagor. Consent by Mortgagee to any act or omission by Mortgagor shall not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Mortgagee's consent to be obtained in any future or other instance.

(b) If any of the events described below occurs, that event alone shall not cure or waive any breach, Event of Default or notice of default under this Mortgage or invalidate any act performed pursuant to any such default or notice; or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid and performed); or impair the security of this Mortgage; or prejudice Mortgagee or any receiver in the exercise of any right or remedy afforded any of them under this Mortgage; or be construed as an affirmation by Mortgagee of any tenancy, lease or option, or a subordination of the lien of this Mortgage:

(1) Mortgagee receives payment of any sum secured by this Mortgage after the due date thereof;

(2) Mortgagee, its agent or a receiver takes possession of all or any part of the Secured Property;

(3) Mortgagee collects and applies Rents, either with or without taking possession of all or any part of the Secured Property;

(4) Mortgagee receives and applies to any Secured Obligation proceeds of any Secured Property, including any proceeds of insurance policies, condemnation awards, or other claims, property or rights assigned to Mortgagee under this Mortgage;

(5) Mortgagee makes a site visit, observes the Secured Property and/or conducts tests thereon;

(6) Mortgagee receives any sums under this Mortgage or any proceeds of any collateral held for any of the Secured Obligations, and applies them to one or more Secured Obligations;

(7) Mortgagee or any receiver performs any act which it is empowered or authorized to perform under this Mortgage or invokes any right or remedy provided under this Mortgage.

Section 7.3 **Subrogation**. To the extent proceeds of the Loan have been used to extinguish, extend or renew any indebtedness against the Secured Property, then Mortgagee shall be subrogated to all of the rights, liens and interests existing against the Secured Property and held by the holder of such indebtedness and such former rights, liens and interests, if any, are not waived, but are continued in full force and effect in favor of Mortgagee.

Section 7.4 **Promissory Note**. If any conflict or inconsistency exists between this Mortgage and the Promissory Note, the Promissory Note shall govern.

Section 7.5 **Powers of Mortgagee**. Mortgagee may take any of the actions permitted under Section 6.3 (Receiver) or Section 6.4 (Entry on Secured Property) regardless of the adequacy of the security for the Secured Obligations, or whether any or all of the Secured Obligations have been declared to be immediately due and payable, or whether notice of default and election to sell has been given under this Mortgage.

Section 7.6 **Covenants Running with the Land**. All obligations contained in this Mortgage are intended by Mortgagor and Mortgagee to be, and shall be construed as, covenants running with the Secured Property. As used herein, "Mortgagor" shall refer to the party named in the first paragraph of this Mortgage and to any subsequent owner of all or any portion of the Secured Property (without in any way implying that Mortgagee has or will consent to any such conveyance or transfer of the Secured Property). All Persons who may have or acquire an interest in the Secured Property shall be deemed to have notice of, and be bound by, the terms of the Promissory Note and the other Loan Documents; however, no such party shall be entitled to any rights thereunder without the prior written consent of Mortgagee.

Section 7.7 **Additional Documents; Power of Attorney**. Mortgagor, from time to time, will execute, acknowledge and deliver to Mortgagee upon request, and hereby grants Mortgagee a power of attorney, which power of

attorney is coupled with an interest and is irrevocable, to execute, acknowledge, deliver and if appropriate file and record, such security agreements, assignments for security purposes, assignments absolute, financing statements, affidavits, certificates and other documents, in form and substance satisfactory to Mortgagee, as Mortgagee may request in order to perfect, preserve, continue, extend or maintain the assignments herein contained, the lien and security interest under this Mortgage, and the priority thereof. Mortgagor will pay to Mortgagee upon request therefor all costs and expenses incurred in connection with the preparation, execution, recording and filing of any such document. Mortgagor shall execute such further documents and do any and all such further things, including, but not limited to, correcting any errors or omissions in the Loan Documents, as may be necessary to implement and carry out the intent of this Mortgage.

Section 7.8 **Merger**. No merger shall occur as a result of Mortgagee's acquiring any other estate in or any other lien on the Secured Property unless Mortgagee consents to a merger in writing.

Section 7.9 **Successors and Assigns; Joint and Several Liability; Agents**. This Mortgage shall be binding upon and inure to the benefit of Mortgagee and Mortgagor and their respective successors and assigns. Mortgagor shall not, without the prior written consent of Mortgagee, assign any rights, duties or obligations hereunder. Each Person executing this Mortgage as Mortgagor shall be jointly and severally liable for all obligations of Mortgagor hereunder. In exercising any rights hereunder or taking actions provided for herein, Mortgagee may act through its employees, agents or independent contractors as authorized by Mortgagee.

Section 7.10 **Indebtedness May Exceed Note's Face Amount**. Mortgagor's successors or assigns are hereby placed on notice that the Promissory Note contains late charge, prepayment and other provisions which may result in the outstanding principal balance exceeding the face amount of the Promissory Note.

Section 7.11 **Time of the Essence**. Time is of the essence in connection with all obligations of Mortgagor herein.

#### Section 7.12 **Governing Law**.

(a) The Promissory Note and the other Loan Documents relating to the Secured Obligations shall be governed by and interpreted in accordance with the internal laws of the State of Washington (regardless of conflict of laws principles, the location of the Secured Property or the place of business, location or domicile of Mortgagor), except to the extent superseded by federal law. Any suit, if permitted, may be brought exclusively in the courts of the State of Washington located in the City of Seattle, King County, or of the United States for

the Western District of Washington, and Mortgagor hereby waives any objection that it may now or hereafter have to the venue of any such proceeding or that such proceeding is brought in an inconvenient court. Mortgagor agrees that the laws or procedural rules of any jurisdiction except for Washington purporting to limit or affect Mortgagee's ability to enforce its rights as set forth in this Mortgage and any other documents referred to herein (including, without limitation, any fair value, security-first, security-only, or one-action provisions) are not applicable to the enforcement of Mortgagee's rights thereunder. Mortgagor intends and understands that Mortgagee will rely upon the agreements in the foregoing sentences in providing the credit accommodations constituting the Secured Obligations.

(b) Notwithstanding subparagraph (a) above, the laws of Florida shall (i) govern the creation, perfection and priority of security interests upon real property or personal property perfected by filing, possession or control in the State of Florida, (ii) govern the procedures regarding Mortgagee's enforcement of its foreclosure and other remedies with respect to such real property or personal property, and (iii) apply in determining the legal requirements applicable to the care and preservation of the Secured Property. However, the foregoing limited application of Florida law and the fact that portions of this Mortgage or other documents relating to the Secured Obligations may include provisions drafted to conform to Florida law are not intended in any way to derogate from the provisions set forth elsewhere in such documents designating Washington law as the governing law. Mortgagor specifically acknowledges and agrees that Mortgagee's right to collect a deficiency in connection with the sale of any collateral shall be governed solely by Florida law.

**Section 7.13 Waiver of Jury Trial. EACH PARTY HERETO  
HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT  
PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A  
TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR  
INDIRECTLY ARISING OUT OF OR RELATING TO THIS MORTGAGE OR  
ANY OTHER DOCUMENT EXECUTED IN CONNECTION HEREWITH OR  
THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY  
(WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).  
EACH PARTY HERETO (a) CERTIFIES THAT NO REPRESENTATIVE,  
AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED,  
EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD  
NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE  
FOREGOING WAIVER, (b) ACKNOWLEDGES THAT IT AND THE OTHER  
PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS  
MORTGAGE AND THE OTHER DOCUMENTS CONTEMPLATED HEREBY  
BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND**

**CERTIFICATIONS IN THIS SECTION AND (c) CERTIFIES THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE.**

Section 7.14 **Additional Mortgagor Waivers**. Mortgagor waives the pleading of any statute of limitations as a defense to any of the Secured Obligations to the fullest extent permissible by law. Mortgagor waives the benefit of all laws related to marshaling of assets, notice of election to mature, or notice of election to declare due with respect to the Loan and the Secured Property. Any person or entity that has signed this Mortgage as an accommodation party or as a surety or that has subjected its property to this Mortgage to secure the debt of another expressly waives the benefits of any applicable statute or rule that may act to waive or limit the rights of Mortgagee, as a creditor, to seek performance from or collect from any surety or accommodation party. In any action by Mortgagee to recover a deficiency judgment for any balance due under the Promissory Note after a foreclosure of this Mortgage or in any action to recover or compel the performance of the Secured Obligations, Mortgagor acknowledges and agrees that the successful bid amount made at any judicial or non-judicial foreclosure sale, if any, will be deemed conclusively to constitute the fair market value of the Secured Property, will be binding against Mortgagor in any proceeding seeking to determine or contest the fair market value of the Secured Property, and will be the preferred alternative means of determining and establishing the fair market value of the Secured Property. To the fullest extent permissible by law, Mortgagor waives any right to have the fair market value of the Secured Property determined by judge or jury in any action seeking a deficiency judgment or any action on the Secured Obligations, including any hearing to determine fair market value.

Section 7.15 **Interpretation**. Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the sections of this Mortgage are for convenience only and do not define or limit any terms or provisions. The word “include(s)” means “include(s), without limitation,” and the word “including” means “including, but not limited to.” The word “obligations” is used in its broadest and most comprehensive sense, and includes all primary, secondary, direct, indirect, fixed and contingent obligations. It further includes all principal, interest, prepayment charges, late charges, loan fees and any other fees and charges accruing or assessed at any time, as well as all obligations to perform acts or satisfy conditions. No listing of specific instances, items or matters in any way limits the scope or generality of any language of this Mortgage. The Exhibit to this Mortgage are hereby incorporated in this Mortgage.

Section 7.16 **Headings**. The Article, Section and Subsection titles hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or Subsections.

Section 7.17 **Counterparts**. This Mortgage may be executed in counterparts, all of which counterparts together shall constitute one and the same instrument (and original signature pages and notary pages from each counterpart may be assembled into one original document to be recorded).

Section 7.18 **Entire Agreement**. This Mortgage and the other Loan Documents embody the entire agreement and understanding between Mortgagee and Mortgagor and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Loan Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Section 7.19 **InHouse Counsel Fees**. Whenever Mortgagor is obligated to pay or reimburse Mortgagee for any attorneys' fees, those fees shall include the allocated costs for services of inhouse counsel to the extent permitted by applicable law.

Section 7.20 **Waiver of Marshaling**. Mortgagor waives all rights, legal and equitable, it may now or hereafter have to require marshaling of assets or to direct the order in which any of the Secured Property will be sold in the event of any sale under this Mortgage. Each successor and assign of Mortgagor, including any holder of a lien subordinate to this Mortgage, by acceptance of its interest or lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself.

Section 7.21 **Severability**. If any provision of this Mortgage should be held unenforceable or void, that provision shall be deemed severable from the remaining provisions and in no way affect the validity of this Mortgage except that if such provision relates to the payment of any monetary sum, then Mortgagee may, at its option, declare all Secured Obligations immediately due and payable.

Section 7.22 **Notices**. Mortgagor hereby requests that a copy of notice of default and notice of sale be mailed to it at the address set forth below. That address is also the mailing address of Mortgagor as debtor under the Uniform Commercial Code. Mortgagee's address given below is the address for Mortgagee as secured party under the Uniform Commercial Code. Any notice in connection with this Mortgage shall not be deemed to have been given to Mortgagee until actually received by Mortgagee. If any notice required by this Mortgage is also required until applicable

law, the applicable law requirement will satisfy the corresponding requirement under this Mortgage:

Addresses for Notices to Mortgagor: **NICOLE ANTHONY HOLDINGS LLC**  
**821 Northeast 205th Street**  
**Miami, FL 33179**  
Attention: **Tatiana N Atkins and Sean A Atkins**

Address for Notices to Mortgagee: Vontive, Inc.  
1000 2nd Ave, Suite 2500  
Seattle, WA 98104  
Attention: **Servicing Department**

With a copy to:

Vontive, Inc.  
1000 2nd Ave, Suite 2500  
Seattle, WA 98104  
Attention: **Servicing Department**  
Email: [servicing@vontive.com](mailto:servicing@vontive.com)

*(Signature page(s) follow)*

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date first above written.

**MORTGAGOR:**

**NICOLE ANTHONY HOLDINGS LLC, A  
Florida Limited Liability Company**

By: \_\_\_\_\_  
Name: Tatiana N Atkins, Manager

By: \_\_\_\_\_  
Name: Sean A Atkins, Manager

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_ (Name of Officer or Agent, Title of Officer or Agent) of  
\_\_\_\_\_ (Name of Corporation Acknowledging), a \_\_\_\_\_ (State  
or Place of Incorporation) corporation, on behalf of the corporation. He/she is personally  
known to me or has produced \_\_\_\_\_ (Type of Identification) as identification.

(Seal)

Signature of Notary Public

Print, Type or Stamp Name of Notary

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial Number, if any

EXHIBIT A  
Legal Description

**Lot 14, Block 4, Sky Lake Homes, according to the plat thereof as recorded in Plat Book 109, Page 17, Public Records of Miami-Dade County, Florida.**

## **AGREEMENT TO PROVIDE INSURANCE**

**This Agreement** dated **November 07, 2025**, is made a part of that certain loan transaction (the “**Loan**”) wherein the parties and terms are in pertinent part, as follows:

Borrower: **NICOLE ANTHONY HOLDINGS LLC, a Florida Limited Liability Company**

Lender: **Vontive, Inc.**, a Delaware corporation, its successors and assigns  
1000 2nd Ave, Suite 2500  
Seattle, WA 98104

*With a copy to:*

Vontive, Inc.  
1000 2nd Ave, Suite 2500  
Seattle, WA 98104  
Attention: **Sokhan Ly**  
Email: servicing@vontive.com

Loan Amount: \$750,000.00

Collateral: 821 Northeast 205th Street, Miami, FL 33179

Loan No. **1015061-0000039684-9**

Mortgagee Clause: Vontive, Inc., a Delaware corporation, Its Successors and/or Assigns, at its addresses set forth above

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At all times that Borrower may be indebted to Lender, Borrower shall keep and continuously maintain the Collateral insured against loss by fire and other hazards, casualties and contingencies as are customarily covered under “Broad Form” extended coverage, or the equivalent thereof, in an amount not less than full replacement value of the Collateral; Borrower must also continuously maintain Business Interruption Insurance for the Collateral in an amount determined by Lender. Lender shall be named as additional insured, lender loss payee and mortgagee, each as appropriate, on all policies insuring the Collateral which policies shall contain a standard Loss Payable Endorsement 438 BFU or its equivalent, and such other endorsements and certificates as Lender may require from time to time, each in form and substance acceptable to Lender. Such insurance must provide that coverage will not be cancelled or diminished without a minimum of thirty (30) days’ prior written notice to Lender, and must not contain a disclaimer of the insurer’s liability for failure to give such notice. Notwithstanding anything to the contrary herein or in any other Loan Document, in no event shall Lender require

821 Northeast 205th Street, Miami, FL 33179  
1015061-0000039684-9 / v2025-11-05T21:06:40.103Z  
Common Agreement to Provide Insurance / 1 of 2

Borrower to maintain casualty insurance in excess of the replacement cost (less depreciation), in violation of R.C.W. § 48.27.010.

Proof of such insurance, with one year's annual premium paid, from an insurance company approved by Lender shall be provided to Lender prior to funding the Loan; any substitute or replacement coverage subsequently procured by Borrower subsequent to closing shall be issued by a company with a rating not less favorable than the rating of the company approved by Lender at the time of closing. Borrower's failure to comply with the terms hereof shall be an event of default on the Loan, and, in addition to any other remedy which may be available to Lender, and not as a cure of Borrower's default, Lender may force place insurance on the Collateral to the full extent of the coverage required to be maintained by Borrower, and the cost of said insurance, together with an administrative fee of \$150 shall be payable by Borrower. All sums advanced or incurred for force placed insurance shall bear interest at the default interest rate set forth in the Promissory Note evidencing the Loan. **BORROWER ACKNOWLEDGES THAT FORCE PLACED INSURANCE PROVIDED BY LENDER IS FOR THE BENEFIT OF LENDER, IS MORE COSTLY THAN INSURANCE PROVIDED BY BORROWER, AND WILL ONLY PROVIDE LIMITED PROTECTION AGAINST PHYSICAL DAMAGE TO THE COLLATERAL, UP TO THE BALANCE OF THE LOAN; BORROWER'S INTERESTS IN THE COLLATERAL MAY NOT BE FULLY COVERED AND SUCH INSURANCE WILL NOT PROVIDE ANY LIABILITY COVERAGE FOR BORROWER.**

For purposes of insurance coverage on the Collateral, Borrower authorizes Lender to provide to any person (including any insurance agent or company) all information Lender deems appropriate, whether regarding the Collateral, the Loan or other financial accommodations, or both.

As used herein, "Lender" shall include successors in interest.

**ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

EXECUTED AS OF November \_\_\_, 2025.

**BORROWER**

**NICOLE ANTHONY HOLDINGS LLC,  
A Florida Limited Liability Company**

By: \_\_\_\_\_  
Name: Tatiana N Atkins, Manager

By: \_\_\_\_\_  
Name: Sean A Atkins, Manager  
821 Northeast 205th Street, Miami, FL 33179  
1015061-0000039684-9 / v2025-11-05T21:06:40.103Z  
Common Agreement to Provide Insurance / 2 of 2

**UNCONDITIONAL GUARANTY  
OF PAYMENT**

This Unconditional Guaranty of Payment and Performance (“**Guaranty**”) is made as of **November 07, 2025** by **Tatiana N Atkins and Sean A Atkins (“Guarantor”)** (individually and collectively referred to herein as, “**Guarantor**”), **jointly and severally** to and for the benefit of **Vontive, Inc.**, a Delaware corporation, its successors and assigns (“**Lender**”).

**GUARANTY**

For valuable consideration, the receipt and sufficiency of which are acknowledged, Guarantor agrees and covenants as follows:

1. **Payment Obligations.** Guarantor jointly, severally, unconditionally, absolutely, and irrevocably guarantees and promises to pay to Lender or order, any and all amounts, including, without limitation, principal and interest (including interest accruing after the commencement of any bankruptcy or insolvency proceedings by or against **NICOLE ANTHONY HOLDINGS LLC, a Florida Limited Liability Company (“Borrower”)**, whether or not allowed in the bankruptcy or insolvency proceeding of Borrower), taxes, insurance premiums, impounds, reimbursements, late charges, default interest, damages, indemnity obligations, prepayment charges and premiums, yield maintenance fees, and all other amounts, costs, fees, expenses, and charges of any kind or type whatsoever, that may or at any time be due to Lender (called the “**Obligations**”) pursuant to the following agreements, all dated as of the date of this Guaranty (collectively, including all future amendments, restatements and other modifications entered into between Borrower and Lender, the “**Loan Documents**”):

- (a) Promissory Note given by Borrower and payable to the order of Lender, in the maximum principal amount of **Seven hundred fifty thousand and 00/100 Dollars (\$750,000.00)**, (the “**Note**”);
- (b) **Mortgage** given by Borrower in favor of Lender (the “**Security Instrument**”), providing a lien upon and security interest in the Secured Property (as defined in the Security Instrument), as security for the Note and any other specified payment and/or performance obligations;
- (c) Any other document, agreement, instrument, or certificate executed by Borrower pursuant to or in furtherance of any of the foregoing agreements, or any other documents, agreements, instruments, or certificates now or in the future entered into between Lender and Borrower that may evidence or secure the loan evidenced by the Note (the “**Loan**”) or are entered into with respect to the Loan, including the **Loan Documents**; and
- (d) Any amendment, restatement or other modification of the foregoing documents, agreements, instruments, or certificates now or in the future entered into between Lender and Borrower.

For purposes of this Guaranty, however, the Environmental Indemnity Agreement dated as of the date hereof and given by Borrower and Guarantor in favor of Lender will not be considered one of the Loan Documents but will be and remain a separate, distinct, and enforceable obligation of the persons and entities obligated thereunder. The guaranty of Guarantor set forth in this Section 1 is collectively referred to as the "Payment Guaranty".

## 2. [RESERVED]

3. **Primary Obligations.** Each of the Obligations of Guarantor under this Guaranty are primary, joint and several, and independent of the obligations of any and every other guarantor of all or part of the Obligations (each called an "**Additional Guarantor**") of Borrower, and a separate action or actions may be brought and executed against any one or more of the persons, trusts, or entities comprising Guarantor or any Additional Guarantors, whether or not the action is brought against Borrower or any Additional Guarantor and whether or not Borrower or any Additional Guarantor be joined in the action or actions. This Guaranty is intended to be enforceable as a separate distinct obligation from the Note and the other Loan Documents to the fullest extent permitted by law, and, to the extent that Guarantor is a manager, member, partner, or shareholder in Borrower, Guarantor acknowledges that this Guaranty is a separate obligation and a specific and bargained for component of the Loan transaction.

4. **Absolute Guaranty.** This Guaranty is an absolute and unconditional guaranty of payment and performance and not of collection, and Guarantor unconditionally, to the fullest extent available under applicable law:

(a) waives any requirement that Lender first make demand upon, or seek to enforce or exhaust remedies against, Borrower or any other person or entity (including any Additional Guarantor) or any of the collateral or property of Borrower or the other person or entity before demanding payment from, or seeking to enforce this Guaranty against, Guarantor;

(b) waives and agrees not to assert any and all rights, benefits, and defenses that are or may otherwise be available under any Washington statute or rule that might operate, contrary to Guarantor's agreements in this Guaranty, to limit Guarantor's liability under, or the enforcement of, this Guaranty including: (i) any right of a guarantor or surety to, by written notice as otherwise, require a creditor to timely commence an action under this Guaranty or to prosecute it to judgment and execution; (ii) any right of a guarantor or surety to require a court to determine issues of cross indemnity, joint contribution, or other equitable suretyship principles between or among a group of guarantors or sureties prior to rendering judgment in favor of Lender under this Guaranty; and (iii) any requirement to join any Additional Guarantors to an action under this Guaranty;

(c) waives and agrees not to assert any and all rights, benefits, and defenses arising out of any election of remedies by Lender, including, any loss or limitation to Guarantor's rights of subrogation or reimbursement against Borrower that may arise by

any principles of estoppel or that may arise out of any statutory or common law principles;

(d) waives the benefits of any statutory provision limiting the right of Lender to recover a deficiency judgment, or to otherwise proceed, against any person or entity obligated for the payment of the Obligations, after any foreclosure or trustee's sale of any collateral securing payment of the Obligations;

(e) covenants that this Guaranty will not be discharged until all of the Obligations are fully satisfied; and

(f) agrees that this Guaranty will remain in full effect without regard to, and will not be affected or impaired by, any invalidity, irregularity, or unenforceability in whole or in part of any of the Loan Documents, or any limitation of the liability of Borrower or Guarantor under the Loan Documents, or any limitation on the method or terms of payment under the Loan Documents, that may now or in the future be caused or imposed in any manner whatsoever.

By way of illustration and as an example only, this means that Lender may collect from Guarantor before or after foreclosing on or otherwise realizing upon any real or personal property collaterally pledged by Borrower, and Lender is entitled to collect from Guarantor even if Lender, by foreclosing on any collateral, has destroyed any right Guarantor may have to collect from the Borrower.

**5. Continuing Guaranty.** This Guaranty is a continuing guaranty, and the obligations, undertakings, and conditions to be performed or observed by Guarantor under this Guaranty will not be affected or impaired by reason of the occurrence from time to time of any of the following events with respect to the Loan Documents (all of which are permitted to occur without notice to, or the further consent of, Guarantor):

(a) the waiver by Lender of the observance or performance by Borrower, Guarantor, and/or any Additional Guarantors of all or part of the obligations, undertakings, conditions, or other provisions contained in any of the Loan Documents, except to the extent Lender specifically intends for the waiver to affect Guarantor's liability;

(b) the extension, in whole or in part, of the time for payment of any amount owing or payable under the Loan Documents;

(c) the modification or amendment (whether material or otherwise) of any of the obligations of Borrower under, or any other provisions of, any of the Loan Documents;

(d) the taking or the omission of any of the actions referred to in any of the Loan Documents (including, without limitation, the giving of any consent required or permitted of Lender under the Loan Documents);

(e) any failure, omission, delay, or lack on the part of Lender to enforce, assert, or exercise any provision of the Loan Documents, including any right, power, or remedy conferred on Lender in any of the Loan Documents or any action on the part of Lender granting indulgence or extension in any form;

(f) the assignment to or assumption by any third party of any or all of the rights or obligations of Borrower under all or any of the Loan Documents;

(g) the release or discharge of Borrower or any Additional Guarantor from the performance or observance of any obligation, undertaking or condition to be performed by Borrower or any Additional Guarantor under any of the Loan Documents by operation of law, including any rejection or disaffirmance of any of the Loan Documents in any bankruptcy or similar proceedings;

(h) the receipt and acceptance by Lender or any other person or entity of notes, checks, or other instruments for the payment of money and extensions and renewals of any of the foregoing;

(i) any action, inaction, or election of remedies by Lender that results in the impairment or destruction of: (i) any subrogation rights of Guarantor against Borrower or any Additional Guarantor; or (ii) any rights of Guarantor to proceed against any other person or entity for reimbursement of any of the amounts paid under this Guaranty;

(j) any setoff, defense, counterclaim, abatement, recoupment, reduction, change in law, or any other event or circumstance that might otherwise constitute a legal or equitable discharge or defense of a guarantor, indemnitor, or surety under any applicable laws;

(k) the termination or renewal of any of the Obligations or any other provision of the Loan Documents;

(l) the dissolution or liquidation of Borrower; and

(m) the occurrence of any violation under Section 4.18 (Restrictions on Transfer or Encumbrance of the Premises) of the Mortgage.

**6. Representations and Warranties.** Guarantor represents and warrants to Lender that:

(a) The execution, delivery, fulfillment, and compliance by Guarantor with the terms and provisions of this Guaranty will not conflict with, result in a breach of the terms or conditions of, or constitute a default under any agreement or instrument to which

Guarantor is now a party or by which Guarantor may be bound, or result in the creation of any lien, charge, or encumbrance upon any property or assets of Guarantor, which conflict, breach, default, lien, charge, or encumbrance could result in a material adverse change in the financial condition of Guarantor that would affect Guarantor's ability to perform its Obligations;

(b) No further consents, approvals, or authorizations are required for the execution and delivery of this Guaranty by Guarantor or for Guarantor's compliance with the terms and provisions of this Guaranty;

(c) This Guaranty is the legal, valid, and binding agreement of Guarantor and is enforceable against Guarantor in accordance with its terms;

(d) Guarantor has the full power, authority, capacity, and legal right to execute and deliver this Guaranty, and, to the extent Guarantor is a corporation, limited liability company, trust, or partnership, the parties executing this Guaranty on behalf of Guarantor are fully authorized and directed to execute the same to bind Guarantor;

(e) Guarantor is not a "foreign individual," "foreign corporation," "foreign partnership," "foreign trust," or "foreign estate," as those terms are defined in the U.S. Internal Revenue Code or any related regulations. Upon the request of Lender, Guarantor shall provide to Lender its Social Security Number or Federal Tax Identification Number, as applicable;

(f) As of the date hereof, Guarantor represents and warrants that the financial statements of Guarantor delivered to Lender are: (i) true, correct, and complete in all material respects, (ii) have been prepared with consistently applied accounting and audit standards that are free of material misrepresentation and that fairly represent, in all material aspects, the financial condition Guarantor, (iii) if such Guarantor is a married person, such financial statements accurately reflect the sole and separate property and marital community of such Guarantor as of the date thereof (and not the sole and separate property of such Guarantor's spouse). Guarantor understands that Lender is relying upon the financial statements and other information, and Guarantor acknowledges that Lender's reliance is reasonable;

(g) During the term of this Guaranty, no Guarantor will transfer or dispose of any material part of such Guarantor's assets without replacing such assets with equivalent or greater value;

(h) During the term of this Guaranty, no individual Guarantor will convert such Guarantor's sole and separate property (or such Guarantor's marital community property) into a trust or into the sole and separate property of such Guarantor's spouse;

(i) The Loan Documents are conclusively presumed to have been signed in reliance on this Guaranty and the acceptance by Guarantor of its obligations under this Guaranty results in direct financial benefit to Guarantor; and

(j) Guarantor has received a copy of the Note, and the Security Instrument, and hereby affirms all representations and warranties applicable to Guarantor, and hereby consents and agrees to be bound by all covenants and agreements applicable to Guarantor as described therein.

**7. Books and Records.** Guarantor will keep true and correct financial books and records, prepared with consistently applied accounting and audit standards that are free of material misrepresentation and that fairly represent, in all material aspects, the financial condition Guarantor. Guarantor will provide Lender copies of such financial books and records, financial statements and other such documents and evidence as Lender may reasonably request from time to time. Guarantor covenants and agrees that all financial statements and other information relating to Guarantor that will be delivered from time to time to Lender under this Section shall be: (A) certified by Guarantor as true, correct, and complete in all material respects as of the date indicated therein, and (B) if such Guarantor is a married person, (i) such financial statements and information shall accurately reflect the sole and separate property and marital community property of such Guarantor as of such date, and (ii) any sole and separate property of such Guarantor's spouse that may be listed on any financial information such Guarantor provides to Lender will be clearly designated as excluded sole and separate property of such Guarantor's spouse.

**8. Satisfaction of Loan.** This Guaranty will commence upon execution and delivery of any of the Loan Documents and will continue in full force and effect until all of the Obligations are fully, finally, and permanently paid, performed, and discharged and are not subject to any right of re-borrowing or extension by Borrower. The Obligations will not be considered fully paid, performed, and discharged unless and until all payments by Borrower to Lender are no longer subject to any right on the part of any person whomsoever (including but not limited to Borrower, Borrower as a debtorinpossession, and/or any trustee in bankruptcy) to disgorge the payments or seek to recoup all or any amount of any payments previously made to Lender. The foregoing will include, by way of example and not by way of limitation, all rights to recover preferences voidable under Title 11 of the United States Bankruptcy Code, 11 U.S.C. Sec. 101 et seq., as amended (the "Code"). If the payments by Borrower to Lender are disgorged in whole or in part or settled without litigation, to the extent of the disgorgement or settlement, Guarantor will be liable for the full amount Lender is required to repay plus interest, late charges, attorney fees, and any and all expenses paid or incurred by Lender in connection with the collection of any amounts owed to Lender.

**9. Waiver of Subrogation.** Until the Guaranty has been fully satisfied or properly released, Guarantor will neither have any right of subrogation, indemnity, or reimbursement nor hold any other claim against Borrower, and Guarantor releases Borrower from any and all claims by Guarantor now or in the future arising against Borrower, except for any subordinate

indebtedness of Borrower to Guarantor as described in Section 10. Furthermore, Guarantor unconditionally and irrevocably waives:

- (a) any right to participate in any security now or in the future held by Lender or in any claim or remedy of Lender or any other person against Borrower with respect to the Obligations;
- (b) any statute of limitations affecting Guarantor's liability under this Guaranty;
- (c) all principles and provisions of law that conflict with the terms of this Guaranty; and
- (d) diligence, presentment, protest, demand for performance, notice of nonperformance, notice of intent to accelerate, notice of acceleration, notice of protest, notice of dishonor, notice of execution of any Loan Documents, notice of extension, renewal, alteration or amendment, notice of acceptance of this Guaranty, notice of defaults under any of the Loan Documents, and all other notices whatsoever.

#### 10. Subordinate Indebtedness.

(a) Any indebtedness of Borrower to Guarantor, whether now or hereafter existing, whether direct, contingent, primary, secondary, several, joint and several, or otherwise, and irrespective of whether such debts or liabilities be evidenced by note, contract, open account or otherwise, and irrespective of the person or persons in whose favor such debts or liabilities may, at their inception, have been or may hereafter be created, or the manner in which they have been or may hereafter be acquired by Guarantor, including, without limitation, all rights and claims of Guarantor against Borrower (arising as a result of subrogation or otherwise) as a result of Guarantor's payment of all or a portion of the Obligations, together with any interest thereon (collectively, "**Guarantor Claims**"), shall be and hereby is deferred, postponed and subordinated to the prior payment in full of the Loan. Further, Guarantor agrees that should Guarantor receive any payment, satisfaction or security for any Guarantor Claim, the same shall be delivered to Lender in the form received (endorsed or assigned as may be appropriate) for application on account of, or as security for, the Loan and until so delivered to Lender, shall be held in trust for Lender as security for the Loan.

(b) In the event of receivership, bankruptcy, reorganization, arrangement, debtor's relief, or other insolvency proceedings involving Guarantor as debtor, Lender shall have the right to prove its claim in any such proceeding so as to establish its rights hereunder and receive directly from the receiver, trustee or other court custodian dividends and payments which would otherwise be payable upon Guarantor Claims. Guarantor hereby assigns such dividends and payments to Lender. Should Lender receive, for application against the Obligations, any dividend or payment which is otherwise payable to Guarantor and which, as between Borrower and Guarantor, shall constitute a credit against the Guarantor Claims, then, upon payment to Lender in full of

the Obligations, Guarantor shall become subrogated to the rights of Lender to the extent that such payments to Lender on the Guarantor Claims have contributed toward the liquidation of the Obligations, and such subrogation shall be with respect to that portion of the Obligations which would have been unpaid if Lender had not received dividends or payments upon the Guarantor Claims.

(c) Guarantor agrees that any liens, security interests, judgment liens, charges or other encumbrances upon Borrower's assets securing payment of the Guarantor Claims shall be and remain inferior and subordinate to any liens, security interests, judgment liens, charges or other encumbrances upon Borrower's assets securing payment of the Obligations, regardless of whether such encumbrances in favor of Guarantor or Lender presently exist or are hereafter created or attach. Without the prior written consent of Lender, Guarantor shall not (i) exercise or enforce any creditor's right it may have against Borrower, or (ii) foreclose, repossess, sequester or otherwise take steps or institute any action or proceedings (judicial or otherwise, including without limitation the commencement of, or joinder in, any liquidation, bankruptcy, rearrangement, debtor's relief or insolvency proceeding) to enforce any liens, mortgage, deeds of trust, security interests, collateral rights, judgments or other encumbrances held by Guarantor on assets of Borrower.

11. **Borrower Acts.** Lender is not and will not be required to inquire into the powers of Borrower or its officers, directors, partners, managers, members, or agents acting or purporting to act on Borrower's behalf, and Guarantor will be liable for the Obligations in accordance with their terms notwithstanding any lack of authorization or defect in execution or delivery by Borrower.

12. **Guaranty of Collection Costs.** In addition to the amounts guaranteed under this Guaranty, Guarantor agrees to pay all attorney fees incurred by Lender in a reasonable amount and all other costs and expenses that may be incurred by Lender in the enforcement of its rights under the Loan Documents (including this Guaranty) and interest (including post-petition interest to the extent a petition is filed by or against Borrower under the Code) at the Default Rate (as defined in the Note) on any Obligations not paid when due (all such costs, fees and expenses collectively referred to herein as the "Enforcement Costs").

13. **Successors.** This Guaranty will apply to the parties to this Guaranty and their successors and assigns (including the estate of or any reasonable trust created or established by, any Guarantor who is a natural person) according to the context and without regard to the number or gender of words or expressions used in this Guaranty. This Guaranty is solely for the benefit of Lender and its successors and assigns and is not intended to nor will it be deemed to be for the benefit of any third party, including, without limitation, Borrower. Guarantor's liability under this Guaranty will be unaffected by changes in the name of Borrower or changes in the control, ownership, or composition of Borrower.

14. **Indemnity of Lender.** Guarantor jointly and severally agrees to indemnify, defend, and hold harmless Lender for, from, and against any actual loss, cause of action, claim,

damage, cost, expense, or fee, including but not limited to attorney fees and court costs, arising out of any delay or failure of: (i) Guarantor to promptly perform as and when required under this Guaranty after Lender's written demand; or (ii) Borrower to satisfy its obligations under the Loan Documents, unless the losses, claims, costs, expenses or damages are caused by the gross negligence or intentional acts of Lender, as determined by a court of competent jurisdiction upon non-appealable order. This indemnity will be enforceable notwithstanding the invalidity or unenforceability of the Loan Documents or any of them or the invalidity or unenforceability of any provision of this Guaranty.

**15. Limitation on Payments.** The parties hereto intend to conform to all applicable laws limiting the maximum rate of interest that may be charged or collected by Lender from Guarantor. Accordingly, notwithstanding any other provision hereof, Guarantor shall not be required to make any payment to or for the account of Lender, and Lender shall refund any payment made by Guarantor, to the extent that such requirement or such failure to refund would violate or conflict with mandatory and nonwaivable provisions of applicable law limiting the maximum amount of interest which may be charged or collected by Lender from Guarantor. To the fullest extent permitted by law, in any action, suit or proceeding pertaining to this Guaranty, the burden of proof, by clear and convincing evidence, shall be on the individual or entity claiming that this Section 15 applies to limit any obligation of Guarantor under this Guaranty or to require Lender to make any refund, or claiming that this Guaranty conflicts with any applicable law limiting the maximum rate of interest that may be charged or collected by Lender from such Guarantor, as to each element of such claim. Notwithstanding anything contained in any Loan Document to the contrary, Borrower's indebtedness arising under the Loan was incurred primarily for commercial, investment or business purposes, and not for agricultural, personal, family or household purposes.

**16. Application of Payments.** All sums received by Lender for application in payment or reduction of the liabilities of Borrower under the Loan Documents may be applied by Lender to the payment or reduction of the liabilities of Borrower, in the manner, in the amounts and at the time or times as Lender, in its sole and absolute discretion, may elect.

**17. Notices.** Any notices expressly required or permitted by this Guaranty must be in writing, and will be deemed to have been given when delivered by hand, when sent by facsimile, on the date of delivery by any national overnight delivery service (delivery charges prepaid), or on the date of delivery by the United States Postal Service after deposit in the U.S. mails (postage prepaid, certified and return receipt requested), and addressed to the parties at the addresses set forth below, or, in either case, to such other address as a party may designate in a written notice to the other party given in accordance with this Section.

If to Guarantor: NICOLE ANTHONY HOLDINGS LLC  
821 Northeast 205th Street  
Miami, FL 33179  
Attention: **Tatiana N Atkins and Sean A Atkins**

If to Lender: Vontive, Inc.  
1000 2nd Ave, Suite 2500  
Seattle, WA 98104  
Attention: **Sokhan Ly**

With a copy to: Vontive, Inc.  
1000 2nd Ave, Suite 2500  
Seattle, WA 98104  
Attention: **Sokhan Ly**  
Email: servicing@vontive.com

18. **Governing Law.** It is the intent of Guarantor and Lender that this Guaranty will be deemed to be a contract made under and governed by the internal laws of the State of Washington, without regard to its principles of conflicts of law. All judicial proceedings brought against Lender or any Guarantor with respect to this Guaranty and the other Loan Documents may be brought exclusively in the courts of the State of Washington located in the City of Seattle, King County, or of the United States for the Western District of Washington, and by execution and delivery of this Guaranty, Guarantor accepts for itself and in connection with its properties, generally and unconditionally, the nonexclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Guaranty. Guarantor irrevocably waives any right it may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceeding is brought in accordance with this Section 18. Nothing contained in this Section will limit or restrict the right of Lender to commence any proceeding in the federal or state courts located in the state in which Guarantor resides or where the Secured Property is located to the extent Lender deems the proceeding necessary or advisable to exercise remedies available under the Loan Documents.

19. **No Partnership.** Guarantor acknowledges that the business relationship created between Borrower and Lender by the Note, the Security Instrument, and the other Loan Documents is solely that of creditor and debtor and that this business relationship has been entered into by the parties in reliance upon the economic and legal bargains contained in the Loan Documents. Furthermore, Guarantor acknowledges that the Loan Documents do not create a joint venture, partnership, trust, trust agreement, or the like and Guarantor will not assert any claim or defense that any of the Loan Documents creates a joint venture, partnership, trust, trust agreement or the like between Lender and Borrower.

20. **Financial Projections.** Guarantor acknowledges that Lender did not prepare or assist in the preparation of any of the projected financial figures used by Borrower in analyzing the economic viability and feasibility of the transactions contemplated by the Loan Documents. Furthermore, Guarantor acknowledges that Guarantor has not relied upon, nor may it rely on in any manner, the analysis undertaken by Lender in determining the amount of the Loan and that Lender's analysis will not be made available to Borrower.

21. **General Provisions.** All of Lender's rights and remedies under the Loan Documents and this Guaranty are intended to be distinct, separate, and cumulative, and no right and remedy is intended to be in exclusion of or a waiver of any of the others. If any provision of this Guaranty is unenforceable, the enforceability of the other provisions will not be affected, and they will remain in full force and effect. Guarantor agrees to take such action and to sign all other documents that may be appropriate or convenient to carry out the intent of this Guaranty.

22. **Counterparts.** This Guaranty may be executed in any number of original, telecopy, or electronic counterparts, each of which, when executed and delivered, will be effective on delivery and all of which together will constitute one binding agreement of the parties to the Guaranty. Any signature page of this Guaranty may be detached from any executed counterpart of this Guaranty without impairing the legal effect of any signatures and may be attached to another counterpart of this Guaranty that is identical in form to the document signed (but that has attached to it one or more additional signature pages).

23. **No Trial by Jury.** AS A MATERIAL INDUCEMENT TO LENDER TO ACCEPT THIS GUARANTY, GUARANTOR KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY AND ANY RIGHT TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL, AND INDIRECT DAMAGES WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM BROUGHT BY LENDER AGAINST ANY GUARANTOR WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS GUARANTY OR THE LOAN DOCUMENTS.

24. **Fraudulent Conveyance.** Guarantor will be liable under this Guaranty for the maximum amount of the liability that can be incurred under the Obligations (and not for any greater amount) without rendering this Guaranty, as it relates to Guarantor, voidable under applicable laws relating to fraudulent conveyance or fraudulent transfer. Guarantor agrees that the Obligations may at any time and from time to time exceed the amount of the liability of

Guarantor under this Guaranty without impairing this Guaranty or affecting the rights and remedies of Lender under this Guaranty. Guarantor represents and warrants to Lender that (i) it is not the subject of a voluntary or involuntary petition in bankruptcy, assignment for the benefit of creditors, petition seeking the appointment of a receiver or similar arrangement under the bankruptcy or insolvency laws of the United States or any state; and (ii) it is not and will not be, as a consequence of the execution and delivery of this Guaranty, impaired or rendered “insolvent,” as that term is defined under the law of the State or in the Federal Bankruptcy Code, or otherwise rendered unable to pay its debts as the debts mature and, by agreeing to guaranty the Obligations, will not have undertaken liabilities in excess of the present fair value of its assets. To the fullest extent permitted by law, in any action, suit or proceeding pertaining to this Guaranty, the burden of proof, by clear and convincing evidence, shall be on the individual or entity claiming that this Section 24 applies to limit any obligation of any Guarantor under this Guaranty, or claiming that any obligation of any Guarantor under this Guaranty is avoidable, invalid or unenforceable, as to each element of such claim.

**25. No Extension of Credit.** Guarantor confirms and acknowledges to Lender that Guarantor: (i) has not requested the extension of credit by Lender to Borrower; (ii) is not an applicant for the Loan; and (iii) has not been engaged in the loan application process other than (when applicable) as an authorized representative of Borrower. Further, Guarantor understands that its execution of this Guaranty is not an application on the part of Guarantor for the Loan or any other extension of credit and that this Guaranty constitutes a contingent liability and is not a request for credit.

**26. Sole and Separate Property and Marital Community Property.** This Guaranty is intended to bind the sole and separate property of each individual Guarantor and the marital community property of such Guarantor, and not any sole and separate property of such Guarantor’s spouse. At all times while this Guaranty remains in effect, each individual Guarantor must keep and own all assets as such Guarantor’s sole and separate property and/or marital community property, unless the assets are sold or exchanged for fair value, in which case the sale proceeds and/or property received in the sale or exchange likewise will remain such Guarantor’s sole and separate property and/or marital community property. Likewise, such Guarantor is expressly prohibited from permitting or taking any act that would act to transmute or otherwise re-characterize any sole and separate assets of such Guarantor or marital community property of such Guarantor into any trust or the sole and separate property of such Guarantor’s spouse.

**27. Rules of Construction; Understanding with Respect to Waivers.** Guarantor and Lender, and legal counsel to each, have participated in the drafting of this Guaranty (or have had the opportunity to consult with legal counsel), and accordingly the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Guaranty, to the extent permitted under applicable law. Guarantor warrants and agrees that each of the waivers set forth herein is made with Guarantor’s full knowledge of its significance and consequences, and that under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any waiver or other provision of this Guaranty shall be held to be prohibited by or invalid under applicable public policy or law, such waiver or other provision

shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such waiver or other provision or any remaining provisions of this Guaranty.

**28. Joint and Several Obligations; Additional Provisions.**

(a) Guarantor agrees that it is jointly and severally liable to Lender for the payment of all obligations arising under this Guaranty, and that such liability is independent of the obligations of any other guarantor. Lender may bring an action against any guarantor, whether an action is brought against any other guarantor.

(b) Guarantor agrees that any release which may be given by Lender to any other guarantor will not release Guarantor from its obligations under this Guaranty or any of the other Loan Documents.

(c) Guarantor waives any right to assert against Lender any defense, setoff, counterclaim or claim that Guarantor may have against any other guarantor or any other party liable to Lender for the obligations of Guarantor under this Guaranty or any of the other Loan Documents.

(d) Guarantor agrees that it is solely responsible for keeping itself informed as to the financial condition of each other guarantor and of all circumstances which bear upon the risk of nonpayment. Guarantor waives any right it may have to require Lender to disclose to Guarantor any information that Lender may now or hereafter acquire concerning the financial condition of any other guarantor.

(e) Guarantor waives all rights to notices of default or nonperformance by any other guarantor under the Loan Documents. Guarantor further waives all rights to notices of the existence or the creation of new indebtedness by any other guarantor.

(f) Guarantor represents and warrants to Lender that Guarantor will derive benefit, directly and indirectly, from the collective administration and availability of the Loan under the Note and the other Loan Documents. Guarantor agrees that Lender will not be required to inquire as to the disposition by any guarantor of funds disbursed in accordance with the terms of the Note or any of the other Loan Documents.

(g) Until all obligations of Guarantor to Lender under this Guaranty and the other Loan Documents have been paid in full, Guarantor waives any right of subrogation, reimbursement, indemnification and contribution (contractual, statutory or otherwise), including any claim or right of subrogation under the Bankruptcy Code (Title 11, United States Code) or any successor statute, that Guarantor may now or hereafter have against any other guarantor with respect to the indebtedness incurred under this Guaranty or any of the other Loan Documents. Guarantor waives any right to enforce any remedy which Lender now have or may hereafter have against any other guarantor, and waives any benefit of, and any right to participate in, any security now or hereafter held by Lender.

(h) Guarantor hereby waives any election of remedies by Lender that impairs any subrogation or other right of Guarantor to proceed against any other guarantor or other person, including any loss of rights resulting from any applicable antideficiency laws relating to nonjudicial foreclosures of real property or other laws limiting, qualifying or discharging obligations or remedies.

(i) Guarantor's obligations under this Guaranty are not secured by the Security Instrument.

(j) The death of any individual Guarantor will not revoke this Guaranty as to such decedent unless and until written notice is actually received by Lender and until all of the Obligations then existing are fully paid and discharged.

(k) Guarantor understands that a nonjudicial foreclosure of the Security Instrument securing the indebtedness of Borrower to Lender could impair or eliminate any subrogation, reimbursement or contribution rights Guarantor may have against the grantor of such Security Instrument; nevertheless, Guarantor waives and relinquishes any defense based upon the loss of such rights or any other defense that may otherwise arise out of RCW 61.24.100 or any other applicable anti-deficiency statute of another state. Guarantor understands and agrees that Lender may in its discretion nonjudicially foreclose one or more such security instruments granted to it by Borrower, then collect from Guarantor a sum equal to the difference between the total amount of the Obligations and the amount of the successful bid at each trustee sale.

(l) Each individual Guarantor expressly agrees that this Guaranty is for the benefit of such Guarantor's marital community and that recourse may be had against such Guarantor's separate property and all of the community property of such Guarantor and such Guarantor's spouse for all of such Guarantor's obligations hereunder.

*(Signature page(s) follow)*

**ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY,  
EXTEND CREDIT OR TO FORBEAR ENFORCING REPAYMENT OF A DEBT ARE  
NOT ENFORCEABLE UNDER WASHINGTON LAW.**

The undersigned Guarantor has executed this Guaranty as of November \_\_\_\_ , 2025.

**GUARANTOR:**

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Tatiana N Atkins, an individual

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Sean A Atkins, an individual

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_ (Name of Person Acknowledging).

(Seal)

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Signature of Notary Public

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Print, Type or Stamp Name of Notary

Personally Known: \_\_\_\_\_

OR Produced Identification: \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

## ENVIRONMENTAL INDEMNITY AGREEMENT

This Environmental Indemnity Agreement (“Agreement”) is made as of **November 07, 2025** by **NICOLE ANTHONY HOLDINGS LLC, a Florida Limited Liability Company** (“**Borrower**”), and **Tatiana N Atkins and Sean A Atkins** (“**Guarantor**”) in favor of **Vontive, Inc.**, a Delaware corporation, its successors and assigns (“**Lender**”). Borrower and each Guarantor are, jointly and severally, referred to individually as an “**Obligor**” and collectively as the “**Obligors**.<sup>1</sup> This Agreement is made and given by the Obligors as a condition to, and to induce Lender to make the loan (the “**Loan**”) evidenced by that certain Promissory Note given by Borrower and payable to the order of Lender, in the maximum principal amount of **Seven hundred fifty thousand and 00/100 Dollars (\$750,000.00)** (as amended, restated or otherwise modified from time to time, the “**Note**”). By their execution below, each Obligor acknowledges that the Obligor has received or will receive substantial economic and other benefits from the Loan made by Lender to Borrower, and Lender is unwilling to make the Loan but for the Obligor’s agreement to be bound by the terms and conditions outlined below. The Loan is secured by, among other things, a **Mortgage** (as amended, restated or otherwise modified from time to time, the “**Security Instrument**”) dated concurrently with this Agreement, encumbering the real and personal property as described in the Security Instrument (collectively, in this Agreement, called the “**Property**”). The term “**Loan Documents**,” as used in this Agreement, will have the same meaning as established in the Note.

**1. Definitions.** As used in this Agreement:

- (a) “**De Minimis Amounts**” means those minimal quantities of substances that are or could be considered Hazardous Materials and that are: (i) substances of the type and quantity normally used in connection with the use of the Property; (ii) held, stored, released, and used on the Property (and disposed of) in complete and strict compliance with all applicable Environmental Requirements and all manufacturer’s instructions; and (iii) not a nuisance, danger, or health risk to any Occupant of the Property under any Environmental Requirement.
- (b) “**Environmental Assessment**” means a report (including all drafts) of an environmental assessment of the Property of the scope (including but not limited to the taking of soil borings and air and groundwater samples and other above-ground and belowground testing) as Lender may request, as and when permitted under this Agreement, by a consulting firm acceptable to Lender in its commercially reasonable discretion and made in accordance with Lender’s established guidelines (or, if Lender has no established guidelines, in accordance with customary industry standards for the issuance of an environmental site assessment and subsequent testing, including, as of the date hereof, ASTM E152713, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*).
- (c) “**Environmental Authority**” means any local, state, or federal agency, department, authority, board, commission, or similar instrumentality charged with

enforcing, administering, investigating, monitoring, licensing, or otherwise dealing with any Environmental Requirement.

(d) “**Environmental Claim**” means any investigative, enforcement, cleanup, removal, containment, remedial, or other private, governmental, or regulatory action that is threatened, instituted, or completed pursuant to any applicable Environmental Requirement against any Obligor or with respect to the Property or any condition, use, release, or activity on the Property during the time this Agreement remains in effect and enforceable, including any claim at any time threatened, instituted, or made by any person against Lender or any Obligor with respect to the Property or any condition, use, release, or activity on the Property relating to damage, contribution, cost recovery, compensation, loss, or injury arising out of any Hazardous Material or any Environmental Requirement with respect to the Property or any condition, use, release, or activity on the Property.

(e) “**Environmental Damages**” means all claims, demands, liabilities (including strict liability), losses, damages (including consequential damages), liabilities, causes of action, suits, proceedings, judgments, penalties, fines, costs and expenses (including fees, costs and expenses of attorneys, consultants, contractors, experts and laboratories), of any and every kind or character (contingent or otherwise, matured or unmatured, known or unknown, foreseeable or unforeseeable) that are made, incurred, suffered, brought, or imposed at any time and from time to time (whether or not a lawsuit has been commenced and whether before or after judgment and that arises directly or indirectly in whole or in part) from each or any of the following: (i) the presence of any Hazardous Material on the Property, or any escape, seepage, leakage, spillage, emission, release, discharge, or disposal of any Hazardous Material on or from the Property, or the migration or release or threatened migration or release of any Hazardous Material to, from or through the Property; (ii) any act, omission, event, or circumstance existing or occurring in connection with the handling, treatment, containment, removal, storage, decontamination, cleanup, transport, or disposal of any Hazardous Material that is at any time present on the Property; (iii) the breach of any representation, warranty, covenant, or agreement contained in this Agreement; (iv) any violation of any Environmental Requirement applicable to the Property, regardless of whether any act, omission, event, or circumstance giving rise to the violation constituted a violation at the time of the occurrence or inception of the act, omission, event, or circumstance; and (v) any Environmental Claim, or the filing or imposition of any environmental lien against the Property, because of, resulting from, in connection with, or arising out of any of the preceding matters, regardless of whether caused by any Obligor, any prior owner of the Property, any current or prior Occupant, or any other third party. By way of example, but not limitation, Environmental Damages include: (I) injury or damage to any person, property, or natural resource occurring on or off of the Property, including but not limited to the cost of demolition and rebuilding of any improvements on real property, in each case related to an environmental condition on or affecting the Property; (II) the investigation or remediation of any Hazardous Material or violation of any Environmental Requirement, including but not limited to the preparation of any

feasibility studies or reports and the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration, monitoring, or similar work required by any Environmental Requirement or necessary to have full use and benefit of the Property as contemplated by the Loan Documents (including any of the same in connection with any foreclosure action or transfer in lieu of foreclosure); (III) all liability to pay or indemnify any person or governmental authority for costs expended in connection with any of the foregoing; (IV) the investigation and defense of any claim related to the Environmental Claim, whether or not the claim is ultimately defeated; (V) the settlement of any claim or judgment; or (VI) amounts advanced by Lender in an attempt to cure, remedy, or correct any of the foregoing.

(f)     **“Environmental Law”** means any federal, state, or local law, statute, ordinance, code, rule, regulation, license, authorization, decision, order, injunction, decree, or rule of common law, and any judicial interpretation of any of the foregoing, that pertains to the use or operation of the Property or to health, safety, or the environment (including but not limited to Hazardous Materials or ground, air, water, or noise pollution or contamination, and further including underground or aboveground tanks) and will include without limitation, the Solid Waste Disposal Act, 42 U.S.C. § 6901 *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.* (“CERCLA”), as amended by the Superfund Amendments and Reauthorization Act of 1986 (“SARA”); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the Clean Air Act, 42 U.S.C. § 7401 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*; and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or in the future promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

(g)     **“Environmental Requirement”** means any cleanup or remediation order or decree issued by any Environmental Authority with respect to the Property, any requirement of any Environmental Law related to the Property, operations and maintenance plan with respect to the Property, environmental agreement related to the Property, or environmental restriction related to the Property, including but not limited to any condition or requirement imposed by any insurance or surety company, as may now exist or may be changed or amended or come into effect in the future, pertaining to health and safety of the Property or its Occupants, any Hazardous Material, or the environment.

(h)     **“Hazardous Material”** means any substance, whether solid, liquid or gaseous, that: (i) is listed, defined, or regulated as a “hazardous substance”, “hazardous waste” or “solid waste”, or otherwise classified as hazardous or toxic, in or pursuant to any Environmental Requirement; (ii) contains asbestos, radon, any polychlorinated biphenyl, urea formaldehyde foam insulation, explosive or radioactive material, or motor fuel or other petroleum hydrocarbons; or (iii) causes or poses a threat to cause a

contamination or nuisance on the Property or any adjacent property or a hazard to the environment or to the health or safety of persons on the Property.

(i)     **“Occupant”** means all licensees, invitees, tenants, subtenants, users, occupants, and other persons using the Property with express or implied consent.

(j)     **“On”** or **“on”**, when used with respect to the Property or any property adjacent to the Property, means “on, in, under, above, or about.”

(k)     **“Release”** or **“release”** means, where the context requires, any release, deposit, discharge, emission, leaking, spill, seeping, migrating, injecting, pumping, pouring, emptying, escaping, dumping, or disposing of Hazardous Materials on the Property or into the environment, including the abandonment of barrels or other open or closed receptacles containing Hazardous Materials.

(l)     **“To the best of Obligor’s knowledge”** or any similar phrase will mean the respective Obligor’s knowledge after due inquiry and investigation in accordance with good commercial and customary practices typical of sophisticated commercial owners or buyers of residential real estate in the United States to determine whether any contamination or environmental condition is present on the Property or associated with any prior or current use of the Property.

2.     **Representations and Warranties.** Except for those environmental conditions (if any) fully disclosed in writing to Lender, each Obligor represents and warrants to Lender, without regard to whether Lender has or in the future obtains any knowledge of an environmental condition of the Property, as follows:

(a)     At all times that Borrower owned the Property, and, to the best of Obligors’ knowledge with respect to all other prior times, neither the Property nor any adjacent property has ever been used for industrial or manufacturing purposes, for landfill, dumping, or other waste disposal activities or operations or for the generation, storage, use, sale, treatment, processing, recycling, or disposal of any Hazardous Material (except for De Minimis Amounts used and stored on the Property in accordance with this Agreement), for underground or aboveground storage tanks, or for any other use that could give rise to the release of any Hazardous Material on the Property;

(b)     No Hazardous Material (except for those present in De Minimis Amounts), underground or aboveground storage tank (or similar vessel), sump, or well is currently on the Property;

(c)     There is no Environmental Claim or any completed, pending, proposed, or threatened investigation or inquiry concerning the presence or release of any Hazardous Material on the Property or, to the best of Obligor’s knowledge, any adjacent property concerning whether any condition, use, or activity on the Property or any adjacent property is in violation of any Environmental Requirement;

(d) The present conditions, uses, and activities on the Property do not violate any Environmental Requirement, and the use that Obligors and each Occupant make of the Property complies with all applicable Environmental Requirements;

(e) The Property has never appeared on the Environmental Protection Agency's National Priorities List, any federal or state "superfund" or "superlien" list, or any other list or database of properties maintained by any Environmental Authority showing properties that are known to contain or that are suspected of containing a Hazardous Material;

(f) Obligors have never applied for and been denied environmental impairment liability insurance coverage relating to the Property;

(g) Neither the Obligors nor, to the best of Obligor's knowledge, any Occupants of the Property have obtained or are required to obtain any environmental permit or authorization to construct, occupy, operate, use, or conduct any activity on any of the Property by reason of any Environmental Requirement;

(h) As to any environmental conditions fully disclosed in writing to Lender, Obligors represent and warrant that such disclosed environmental conditions do not constitute a danger to the health and safety of any Occupants of the Property; and

(i) Each Obligor has fully and accurately delivered to Lender all information known to the Obligor that bears upon the environmental condition of the Property and the presence of any Hazardous Material on the Property.

Each of the representations and warranties above are made by Obligors as of the date hereof and will constitute ongoing representations and warranties of Obligors for the term of the Loan.

**3. Affirmative and Negative Covenants.** Without limitation of any other covenants and agreements of Obligors established elsewhere in this Agreement, each Obligor covenants to Lender that Obligor will do each of the following:

(a) Provide prompt written notice if Obligor discovers a breach, untruth, or incompleteness of any of the representations and warranties made under Section 2 above as of, or at any time after, the date hereof.

(b) Not use the Property for (or permit the Property to be used for): (i) industrial or manufacturing purposes; (ii) a landfill, dump, or waste disposal operation for Hazardous Materials; or (iii) generating, storing, using, selling, treating, processing, recycling, or disposing of any Hazardous Material (except for De Minimis Amounts used and stored in accordance with this Agreement);

(c) Not install any underground or above-ground storage tank for the storage of Hazardous Materials without Lender's prior written consent and, then, only in accordance with all Environmental Requirements;

(d) Provide prompt written notice to Lender if any Environmental Claim arises with respect to any Obligor or any Occupant on the Property;

(e) Limit the use of the Property and activities on the Property by all Obligors and Occupants to those that fully comply with all Environmental Requirements; and

(f) Use its commercially reasonable efforts to cause all Occupants to use the Property in full compliance with all Environmental Requirements.

**4. Permitted and Unpermitted Activities.** Obligors will not cause, commit, permit, or allow to continue: (i) any violation of any Environmental Requirement by or with respect to the Property or any use of or condition or activity on the Property; or (ii) the attachment of any environmental lien to the Property. Obligors and their Occupants are permitted to store and use (in connection with the Property) De Minimis Amounts of Hazardous Material. Notwithstanding the preceding sentence, the indemnity provisions of Section 8 of this Agreement will always apply to these De Minimis Amounts, and it will be and continue to be the responsibility of Obligors to take all remedial actions required under and in accordance with Section 7 of this Agreement if there occurs any unlawful release, spill, or disposal of any De Minimis Amounts.

**5. Notice to Lender.** Obligors will promptly deliver to Lender a copy of each report pertaining to the Property or to any Obligor prepared by or on behalf of any Obligor pursuant to any Environmental Requirement. Obligors will promptly advise Lender in writing of any Environmental Claim or of the discovery of any Hazardous Material on the Property (other than De Minimis Amounts to the extent permitted under this Agreement), as soon as any Obligor first obtains knowledge of the Environmental Claim, including a full description of the nature and extent of the Environmental Claim and/or Hazardous Material and all relevant circumstances.

**6. Site Assessments and Information.** If Lender ever has a good faith reason to believe that any Hazardous Material affects the Property (other than De Minimis Amounts to the extent permitted under this Agreement), or if any Environmental Claim is made or threatened, or if an Event of Default (as that term is used and defined in the Note) has occurred under any of the Loan Documents, Obligors will, at their expense, provide to Lender from time to time, in each case within thirty (30) days (or any longer period as may be agreed to by Lender in writing and in its sole discretion not to exceed sixty (60) days) after Lender's request, an Environmental Assessment made after the date of Lender's request. Obligors will cooperate with each consulting firm making the Environmental Assessment and will supply to the consulting firm, from time to time and promptly on request, all information available to Obligors to facilitate the completion of the Environmental Assessment. If Obligors fail to furnish Lender within ten (10) days after Lender's request with a copy of an agreement with an acceptable environmental consulting firm to provide the Environmental Assessment, or if any Obligor fails to furnish to Lender the Environmental Assessment within thirty (30) days after Lender's request (or any

longer period of time as may be agreed to by Lender in its good faith discretion based on Obligor's environmental consulting contract, not to exceed sixty (60) days), Lender may cause the Environmental Assessment to be made at Obligors' expense and risk. Borrower grants to Lender and its designees an irrevocable license to access the Property at any time or times, upon reasonable notice (which may be written or oral). This irrevocable license is coupled with an interest to make or cause to be made the Environmental Assessment. Lender may disclose to interested parties any information available to Lender regarding the environmental condition or compliance of the Property, but will be under no duty to disclose any information except as may be required by law. Lender will be under no duty to request or undertake any Environmental Assessment of the Property, and no Environmental Assessment prepared by or for the Lender will be interpreted as or will give rise to a representation that any Hazardous Material is or is not present on the Property, or that the Property has been or will be in compliance with any Environmental Requirement, nor will Obligors or any other person be entitled to rely on any Environmental Assessment made by Lender or at Lender's request. Lender owes no duty of care to protect Obligors or any other person against, or to inform them of, any Hazardous Material or other adverse condition affecting the Property. Any Indemnified Party (as defined below) will give Obligors reasonable notice before entering the Property.

## 7. Remedial Actions.

(a) If any Hazardous Material (other than De Minimis Amounts permitted under this Agreement) is discovered on the Property at any time and regardless of the cause: (i) Obligors will promptly, at their sole risk and expense, remove, remediate, treat, and dispose of the Hazardous Material in compliance with all applicable Environmental Requirements and solely under Obligors' (or any of their) name (or if removal is prohibited by any Environmental Requirement, take whatever action is required by any Environmental Requirement), in addition to taking the other action as is necessary to have the full use and benefit of the Property as contemplated by the Loan Documents, and provide Lender with satisfactory evidence of the foregoing; and (ii) if requested by Lender, provide to Lender within thirty (30) days of Lender's request a bond, letter of credit, environmental insurance, or other financial assurance evidencing to Lender's satisfaction that all necessary funds are readily available to pay the costs and expenses of the removal or remediation actions required above and to discharge any assessments or liens established against the Property as a result of the presence of the Hazardous Material on the Property. Within thirty (30) days after completion of the remedial actions, Obligors will obtain and deliver to Lender an Environmental Assessment of the Property made after the completion of the remedial actions and confirming to Lender's satisfaction that all required remedial action has been taken and successfully completed and that there is no evidence or suspicion of any contamination or risk of contamination on the Property or any adjacent property, or of violation of any Environmental Requirement, with respect to any Hazardous Material.

(b) Lender may, but will never be obligated to, remove or cause the removal of any Hazardous Material from the Property (or if removal is prohibited by any Environmental Requirement, take or cause the taking of the other action as is required by

any Environmental Requirement) if Obligors fail to promptly commence appropriate remedial actions following discovery of any Hazardous Material on the Property and, afterward, diligently prosecute the remedial actions to the satisfaction of Lender (without limitation of Lender's rights to declare a default under any of the Loan Documents and to exercise all rights and remedies available by reason of the default).

(c) As to any Hazardous Materials that are at, under, or on the Property and that may have constituted an environmental condition revealed by the Existing Report, Obligors will be obligated to remove, remediate, treat, and dispose of the Hazardous Materials only when required to do so by any Environmental Authority or court action.

8. **Indemnity.** On Lender's written demand, Obligors agree to protect, indemnify, defend, and hold harmless Lender and each other Indemnified Party described below for, from, and against all Environmental Claims and Environmental Damages, including those arising out of any environmental condition disclosed in the Existing Report and also including those arising out of the storage and use of any De Minimis Amounts of Hazardous Material at the Property. As used in this Agreement, the term "**Indemnified Party**" means: (i) Lender and any purchaser at a foreclosure sale; (ii) all trustees under the Security Instrument ("**Trustee**"), if any; (iii) any persons or entities owned or controlled by, owning or controlling, or under common control or affiliated with Lender and/or Trustee; (iv) any participants in the Loan as well as all loan servicers, administrative agents, custodians, trustees, and fiduciaries who have held or do hold an interest in the Loan or its administration; and (v) the directors, officers, partners, employees, agents, heirs, personal representatives, successors, and assigns of each of the foregoing persons or entities. Without limitation, the foregoing indemnity will apply to each Indemnified Party with respect to Environmental Damages that in whole or in part are caused by or arise out of the negligence of the Indemnified Party and/or any other Indemnified Party. The indemnity established above, however, will not apply to losses that an Indemnified Party may sustain from actions, conditions, or events at the Property that arose or occurred solely after the date that the Indemnified Party obtains exclusive use and control over the Property through the appointment of a receiver, foreclosure, or otherwise. Upon written demand by Lender, Obligors will diligently defend any Environmental Claim that affects the Property or is made or commenced against Lender, whether alone or together with Obligors or any other person, all at Obligors' own cost and expense and by counsel to be approved by Lender in the exercise of its reasonable judgment. In the alternative, Lender may elect, at any time, to conduct its own defense through counsel selected by Lender and at the cost and expense of Obligors.

## 9. **Consideration; Survival; Cumulative Rights.**

(a) Obligors acknowledge that Lender has relied and will rely on the representations, warranties, covenants, and agreements in this Agreement in closing and funding the Loan and that the execution and delivery of this Agreement is an essential condition. Lender would not close or fund the Loan absent the execution and delivery of this Agreement. The representations, warranties, covenants, and agreements in this Agreement will be binding upon Obligors and their successors, assigns, and legal representatives (including, without limitation, the estate of, or any revocable trust created

or established by, any Obligor that is a natural person) and will inure to the benefit of Lender and all Indemnified Parties and their respective successors, assigns, legal representatives, and participants in the Loan and will not terminate upon the release, foreclosure, or other termination of the Security Instrument, but will survive the payment in full of the indebtedness secured by the Security Instrument, foreclosure of the Security Instrument, conveyance in lieu of foreclosure, the release and reconveyance or termination of the Security Instrument and any and all of the other Loan Documents, any investigation by or on behalf of Lender, any bankruptcy or other debtor relief proceeding, and any other event whatsoever.

(b) Any amount to be paid under this Agreement by Obligors (or any of them) will be a demand obligation owing by Obligors (which Obligors promise to pay). Lender's rights under this Agreement will be in addition to all rights of Lender under the Loan Documents or at law or in equity, and payments by any Obligor under this Agreement will not reduce Obligors' obligations and liabilities under any of the Loan Documents. The liability of Obligors or any other person under this Agreement will not be limited or impaired in any way by: (i) any provision in the Loan Documents or applicable law limiting Obligors' or the other person's liability or Lender's recourse or rights to a deficiency judgment; (ii) any change, extension, release, inaccuracy, breach, or failure to perform by any party under the Loan Documents, with Obligors' (and, if applicable, the other person's) liability under this Agreement being direct and primary and not as a guarantor or surety; (iii) any amendment or modification or restatement of all or any one or more of the Loan Documents; (iv) any extension or forbearance in the enforcement of any time period for performance under this Agreement; or (v) the release of any one or more of the Obligor's duties and obligations under this Agreement.

(c) Notwithstanding the foregoing, Guarantor's obligations as an Obligor under this Agreement are separate from and in addition to the Guarantor's obligations under any separate Guaranty (as defined in the Note) executed in connection with the Loan.

(d) Each Obligor assigns and irrevocably transfers to Lender any and all rights of subrogation, contribution, indemnification, reimbursement, or similar rights it may have against any other Obligor or any other person for Environmental Damages. Nothing in this Agreement or in any other Loan Document will limit or impair any rights or remedies of Lender, Trustee, and/or any other Indemnified Party against any Obligor or any other person under any Environmental Requirement or otherwise at law or in equity, including without limitation any rights of contribution or indemnification.

(e) Lender may enforce Lender's rights and remedies under this Agreement without first resorting to or exhausting any collateral or security for the Loan and without first seeking recourse under the Note, Security Instrument, or other Loan Documents. Each Obligor understands that it is not necessary for an Event of Default (as defined in any of the applicable Loan Documents) to have occurred under the Loan Documents for Lender to exercise its rights under this Agreement. Obligors' obligations under the

Agreement are not secured by the Security Instrument, and are not subject to any nonrecourse or other limitation of liability provision in the Loan Documents.

(f) To the fullest extent permitted by law in order for Lender to receive the full and timely benefit of the protections and indemnifications provided by this Agreement, each Obligor waives and relinquishes any right or claim of marshaling, subrogation against each other or others, demand for payment, counterclaim, and suretyship defenses.

**10. No Waiver.** No delay or omission by Lender or any Indemnified Party to exercise any right under this Agreement will impair any right nor will it be construed to be a waiver of any rights. No waiver of any single breach or default under this Agreement will be deemed a waiver of any other breach or default. Any waiver, consent, or approval under this Agreement must be in writing to be effective.

**11. Notices.** All notices, requests, consents, demands, and other communications required or which any party desires to give under this Agreement will be in writing and will be given and deemed effective as established in the Note. Notwithstanding the foregoing, no notice of change of address will be effective except upon actual receipt. This Section will not be construed in any way to affect or impair any waiver of notice or demand specifically established in this Agreement or in any Loan Document or to require giving of notice or demand to or upon any person in any situation or for any reason except where specifically described in this Agreement.

**12. Invalid Provisions.** A determination that any provision of this Agreement is unenforceable or invalid will not affect the enforceability or validity of any other provision, and a determination that the application of any provision of this Agreement to any person or circumstance is illegal or unenforceable will not affect the enforceability or validity of the provision as it may apply to other persons or circumstances.

**13. Construction.** Whenever in this Agreement the singular number is used, the same will include plural where appropriate, and vice versa; and words of any gender in this Agreement will include each other gender where appropriate. The headings in this Agreement are for convenience only and will be disregarded in the interpretation of this Agreement. References to “**person**” or “**entity**” mean firms, associations, partnerships, joint ventures, trusts, limited liability companies, corporations, and other legal entities, including public or governmental bodies, agencies or instrumentalities, as well as natural persons. Each Obligor and Lender, and legal counsel to each, have participated in the drafting of this Agreement (or have had the opportunity to consult with legal counsel), and accordingly the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Agreement, to the extent permitted under applicable law.

**14. Independent and Unsecured Obligations.** Obligors acknowledge that their obligations under this Agreement are unlimited personal obligations of the Obligors that are not

secured by any security instrument (including the Security Instrument) provided in connection with the Loan and that are not affected by any so-called non-recourse or limited recourse provisions under the Loan Documents. Accordingly, Lender's ability to enforce the obligations set forth in this Agreement against each Obligor will not be affected or diminished by any statute of limitations or similar "*barred claims*" date with respect to any deficiency action following a judicial or nonjudicial foreclosure. Obligors acknowledge that Lender would not make the Loan to Borrower but for the enforceability of this Agreement against Obligors after any barred claims date.

**15. Applicable Law; Forum.** It is the intent of Obligors and Lender that this Agreement will be deemed to be a contract made under and governed by the internal laws of the State of Washington, without regard to its principles of conflicts of law. All judicial proceedings brought against Lender or any Obligor with respect to this Agreement and the other Loan Documents may be brought exclusively in the courts of the State of Washington located in the City of Seattle, King County, or of the United States for the Western District of Washington, and by execution and delivery of this Agreement, each Obligor accepts for itself and in connection with its properties, generally and unconditionally, the nonexclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each Obligor irrevocably waives any right it may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceeding is brought in accordance with this Section 15. Nothing contained in this Section will limit or restrict the right of Lender to commence any proceeding in the federal or state courts located in the state in which any Obligor resides or where the Property is located to the extent Lender deems the proceeding necessary or advisable to exercise remedies available under the Loan Documents.

**16. Joint and Several.**

(a) Each Obligor agrees that it is jointly and severally liable to Lender for the payment of all obligations arising under this Agreement, and that such liability is independent of the obligations of the other Obligor. Lender may bring an action against any Obligor, whether an action is brought against the any other Obligor.

(b) Each Obligor agrees that any release which may be given by Lender to any other Obligor will not release such Obligor from its obligations under this Agreement or any of the other Loan Documents.

(c) Each Obligor waives any right to assert against Lender any defense, setoff, counterclaim or claim that such Obligor may have against any other Obligor or any other party liable to Lender for the obligations of Obligor under this Agreement or any of the other Loan Documents.

(d) Each Obligor agrees that it is solely responsible for keeping itself informed as to the financial condition of each other Obligor and of all circumstances which bear upon the risk of nonpayment. Each Obligor waives any right it may have to

require Lender to disclose to such Obligor any information that Lender may now or hereafter acquire concerning the financial condition of any other Obligor.

(e) Each Obligor waives all rights to notices of default or nonperformance by any other Obligor under this Agreement and the other Loan Documents. Each Obligor further waives all rights to notices of the existence or the creation of new indebtedness by any other Obligor.

(f) Each Obligor represents and warrants to Lender that it will derive benefit, directly and indirectly, from the collective administration and availability of the Loan under the Note and the other Loan Documents. Each Obligor agrees that Lender will not be required to inquire as to the disposition by any Obligor of funds disbursed in accordance with the terms of the Note or any of the other Loan Documents.

(g) Until all obligations of Obligor to Lender under this Agreement and the other Loan Documents have been paid in full, each Obligor waives any right of subrogation, reimbursement, indemnification and contribution (contractual, statutory or otherwise), including any claim or right of subrogation under the Bankruptcy Code (Title 11, United States Code) or any successor statute, that such Obligor may now or hereafter have against any other Obligor with respect to the indebtedness incurred under this Agreement or any of the other Loan Documents. Each Obligor waives any right to enforce any remedy which Lender may now have or may hereafter have against any other Obligor, and waives any benefit of, and any right to participate in, any security now or hereafter held by Lender.

(h) Each Obligor hereby waives any election of remedies by Lender that impairs any subrogation or other right of such Obligor to proceed against any other Obligor or other person, including any loss of rights resulting from any applicable antideficiency laws relating to nonjudicial foreclosures of real property or other laws limiting, qualifying or discharging obligations or remedies.

17. **Modification.** This Agreement may be amended only by an instrument in writing intended for that purpose executed jointly by an authorized representative of each party to this Agreement.

18. **Entire Agreement.** This Agreement is the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no oral agreements between the parties.

19. **Counterparts.** This Agreement and any amendments may be executed in any number of original or telecopy counterparts, each of which will be effective on delivery and all of which together will constitute one binding agreement of the parties. Any signature page of the Agreement may be detached from any executed counterpart of the Agreement without impairing the legal effect of any signatures and may be attached to another counterpart of the Agreement

that is identical in form to the document signed (but that has attached to it one or more additional signature pages).

20. **Jury Waiver.** BY THEIR EXECUTION AND DELIVERY OF THIS AGREEMENT, OBLIGORS WAIVE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND ARE DEEMED TO HAVE WAIVED, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS: (A) UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT, OR AGREEMENT DELIVERED, OR THAT MAY IN THE FUTURE BE DELIVERED BY BORROWER AND/OR ANY OTHER OBLIGORS IN CONNECTION WITH THE LOAN; OR (B) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT. OBLIGORS AGREE THAT ANY ACTION OR PROCEEDING OF THE TYPE DESCRIBED IN THE PRIOR SENTENCE WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

**ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

*(Signature Page to Follow)*

This Agreement is executed and delivered by the undersigned Borrower, as an Obligor, as of November \_\_\_, 2025.

**BORROWER**

**NICOLE ANTHONY HOLDINGS LLC,  
A Florida Limited Liability Company**

By: \_\_\_\_\_  
Name: Tatiana N Atkins, Manager

By: \_\_\_\_\_  
Name: Sean A Atkins, Manager

This Agreement is executed and delivered by the undersigned Guarantor, as an Obligor, as of November \_\_\_, 2025.

**GUARANTOR:**

\_\_\_\_\_  
Tatiana N Atkins, an individual

\_\_\_\_\_  
Sean A Atkins, an individual

## OCCUPANCY AND FINANCIAL STATUS AFFIDAVIT

BEFORE ME, the undersigned authority duly authorized to take acknowledgements and administer oath, personally appeared **NICOLE ANTHONY HOLDINGS LLC, a Florida Limited Liability Company** (“**Borrower**”), who freely and voluntarily under penalty of perjury pursuant to the laws of the State of **Florida** upon duly sworn oath, certifies as follows:

1. **Material Inducement:** The undersigned understands and agrees that the statements contained herein are given as a material inducement to Vontive, Inc., a Delaware corporation, its successors and assigns (“**Lender**”), and Lender is relying upon such statements to make a mortgage loan (the “**Loan**”) to Borrower, repayment of which is secured by a **Mortgage** (the “**Security Instrument**”) on certain property located at: **821 Northeast 205th Street, Miami, FL 33179** (the “**Property**”).
2. **Occupancy:** The Property is owned and held by Borrower as an investment property. Borrower does not now occupy or use the property and has no present intention to occupy or use the Property in the future, either as Borrower’s principal residence or second home.
3. **Use of Proceeds:** The undersigned represents, warrants, and covenants to Lender that all proceeds of the Loan will be used exclusively for commercial, business or investment purposes.
4. **Financial Status:** The undersigned acknowledges that Lender is making the Loan based upon statements and representations contained in, or made in connection with, the mortgage loan application given by Borrower to Lender (the “**Loan Application**”). The undersigned hereby certifies that the information provided by Borrower contained in, or made in connection with, the Loan Application related to Borrower’s financial status (such as Borrower’s income, available cash, debts, expenses, credit obligations and the like), has not changed significantly and that such information accurately reflects Borrower’s current financial status. The undersigned certifies further that to the best of the undersigned’s knowledge and belief, there are no events or circumstances in the foreseeable future that would impair or have an adverse effect on Borrower’s ability to fulfill Borrower’s loan obligations, including, but not limited to Borrower’s obligation to make required periodic payments.
5. **False, Misleading or Inaccurate Statements:** The undersigned understands that Borrower will be in default under the terms of the Security Instrument if, during the application process for the Loan, Borrower or any persons or entities acting at the direction of Borrower or with Borrower’s knowledge or consent give materially false or misleading or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan, including, but not limited to, representations concerning Borrower’s occupancy of the Property and Borrower’s

financial status. The undersigned understands further that any intentional or negligent misrepresentation(s) of the information contained in, or made in connection with, the Loan Application, may result in severe civil and/or criminal penalties, including but not limited to fine, or imprisonment or both under Title 18 of the United States Code, Section 1001, et seq. and liability for monetary damages to the Lender, its agents, successors and assigns, insurers and any other person who may suffer any loss due to reliance upon any misrepresentation(s) which Borrower has made on or in connection with the Loan Application.

**NICOLE ANTHONY HOLDINGS LLC,  
A Florida Limited Liability Company**

By: \_\_\_\_\_  
Name: Tatiana N Atkins, Manager

By: \_\_\_\_\_  
Name: Sean A Atkins, Manager

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
corporation, on behalf of the  
corporation. He/she is personally known to me or has produced \_\_\_\_\_ (Type of  
Identification) as identification.

(Seal)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial Number, if any

## **BUSINESS PURPOSE AFFIDAVIT**

THE UNDERSIGNED, **NICOLE ANTHONY HOLDINGS LLC, a Florida Limited Liability Company (“Borrower”)**, makes this Business Purpose Affidavit (“Affidavit”), freely and voluntarily under penalty of perjury pursuant to the laws of the State of **Florida**.

Borrower intends to consummate a loan (the “**Loan**”), contemporaneously with the execution of this Affidavit wherein Vontive, Inc., a Delaware corporation, its successors and assigns (“**Lender**”) is lending to Borrower, **Seven hundred fifty thousand and 00/100 Dollars (\$750,000.00)**. Borrower recognizes that certain state and federal laws and regulations apply to loans for personal, household or family purposes and that Lender is unwilling to lend for such purposes. Lender would not make the Loan unless the Loan proceeds were to be used primarily for business or commercial purposes. Lender is relying on this Affidavit to determine the purpose for which the Loan proceeds are to be used. Borrower hereby certifies, represents, and warrants to Lender that the proceeds of the Loan will be used solely for business or commercial purposes. Borrower hereby releases, indemnifies and shall hold Lender harmless from any liability whatsoever if Borrower’s certification, representation and warranty is in any way inaccurate or untrue.

**ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

*(Signature Page to Follow)*

Dated: November \_\_\_, 2025

## **BORROWER**

**NICOLE ANTHONY HOLDINGS LLC,  
A Florida Limited Liability Company**

By: \_\_\_\_\_  
Name: Tatiana N Atkins, Manager

By: \_\_\_\_\_  
Name: Sean A Atkins, Manager

STATE OF FLORIDA

## COUNTY OF

---

**Signature of Notary Public**

(Seal)

Print, Type or Stamp Name of Notary

---

## Title or Rank

---

**Serial Number, if any**

## BORROWER CERTIFICATION AND AUTHORIZATION

**The undersigned certify the following:**

1. I/We have applied for a mortgage loan through Vontive, Inc. In applying for the loan, I/We completed a loan application containing various information on the purpose of the loan, the amount and source of the down payment, employment and income information, and the assets and liabilities. I/We certify that all of the information is true and complete. I/We made no misrepresentations in the loan application or other documents, nor did I/We omit any pertinent information. We acknowledge that Vontive, Inc. has relied on the veracity of the statements in the loan application in making this loan.
2. As applicable, I/We certify that the renovation costs to date dollar amount provided to the lender to be true, correct, and complete to the best of my knowledge. I/We understand that any misrepresentations, false, or incomplete information on costs to date is a contractual breach to the loan documents and will be deemed as fraud.
3. I/We understand and agree that Vontive, Inc. reserves the right to change the mortgage loan review processes to a full documentation program. This may include verifying the information provided on the application with the employer and/or the financial institution.
4. I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, Section 1014.

**The undersigned give authorization to release information:**

1. I/We have applied for a mortgage loan through Vontive, Inc. As part of the application process, Vontive, Inc. and the mortgage guaranty insurer (if any) may verify information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.
2. I/We authorize you to provide to Vontive, Inc. and to any investor to whom Vontive, Inc. may sell my mortgage, any and all information and documentation that they may request. Such information includes, but is not limited to, employment history and income; bank, money market and similar account balances; credit history and copies of income tax returns.
3. Vontive, Inc. or any investor that purchases the mortgage may assign this authorization in part or in whole to any purchaser or investor.
4. A copy of this authorization may be accepted as an original.

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name: Tatiana N Atkins

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name: Sean A Atkins

## PATRIOT ACT INFORMATION DISCLOSURE

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**Borrower:** NICOLE ANTHONY HOLDINGS LLC, a Florida Limited Liability Company

**Guarantor:** Tatiana N Atkins and Sean A Atkins

**Property Address:** 821 Northeast 205th Street, Miami, FL 33179

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who enters into lending transactions with us.

Lender hereby notifies Borrower that pursuant to the requirements of the Patriot Act and Lender's policies and practices, Lender is required to obtain, verify and record certain information and documentation that identifies Borrower, which information includes the name and address of Borrower and such other information that will allow Lender to identify Borrower in accordance with the Patriot Act. Borrower represents and covenants that it is not and will not become an entity (a "**Prohibited Person**") listed on the Specially Designated Nationals and Blocked Persons Lists maintained by the Office of Foreign Assets Control ("**OFAC**") or otherwise subject to any other prohibitions or restriction imposed by any laws or regulations administered by OFAC (collectively the "**OFAC Rules**"). Borrower represents and covenants that it also (a) is not and will not become owned or controlled by a Prohibited Person, (b) is not acting and will not act for or on behalf of a Prohibited Person, (c) is not otherwise associated with and will not become associated with a Prohibited Person, (d) is not providing and will not provide any material, financial or technological support for or financial or other service to or in support of acts of terrorism or a Prohibited Person. Borrower shall immediately notify Lender if Borrower has knowledge that any Guarantor or any member or beneficial owner of Borrower or any Guarantor is or becomes a Prohibited Person or (i) is indicted on or (ii) arraigned and held over on charges involving money laundering or predicate crimes to money laundering. Borrower will not enter into any lease or any other transaction or undertake any activities related to the Loan in violation of anti-money laundering laws. Borrower shall (A) not use or permit the use of any proceeds of the Loan in any way that will violate either the OFAC Rules or any anti-money laundering laws or anti-terrorism laws, (B) comply and cause all of its subsidiaries to comply with applicable OFAC Rules, anti-terrorism laws and anti-money laundering laws, (C) provide information as Lender may require from time to time to permit Lender to satisfy its obligations under the OFAC Rules, anti-terrorism laws and/or the anti-money laundering laws and (D) not engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the foregoing. Borrower shall immediately notify Lender if any tenant becomes a Prohibited Person or (1) is convicted of, (2) pleads nolo contendere to, (3) is indicted on, or (4) is arraigned and held over on charges involving money laundering or predicate crimes to money laundering.

During the course of our relationship with you, we will ask you for your name, address, organizational information and documentation, tax identification numbers, and other various information and documentation that will allow us to identify you. We may also ask to see the driver's licenses of various individuals associated with Borrower, or such other identifying documents. By signing below, Borrower acknowledges receipt of this disclosure and agrees to provide such documentation and information as Lender requests.

**BORROWER**

**NICOLE ANTHONY HOLDINGS LLC,  
A Florida Limited Liability Company**

By: \_\_\_\_\_  
Name: Tatiana N Atkins, Manager

By: \_\_\_\_\_  
Name: Sean A Atkins, Manager

## **SERVICING TRANSFER DISCLOSURE STATEMENT**

Lender: Vontive, Inc.  
1000 2nd Ave, Suite 2500  
Seattle, WA 98104

### **NOTICE TO MORTGAGE LOAN BORROWER(S): THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED.**

“Servicing” refers to collecting your monthly mortgage payments as well as sending any monthly or annual statements, tracking account balances and handling other aspects of your loan.

  X   **We may assign, sell or transfer the servicing of your loan while the loan is outstanding.**

This transfer of the servicing does not affect any of the terms or conditions of your loan documents other than the terms directly related to the servicing of your loan.

#### Acknowledgement of Mortgage Loan Applicant(s)

I/We have read and understand the disclosure, and understand that the disclosure is a required part of the loan closing as evidenced by me/our signature(s) below.

#### **BORROWER**

**NICOLE ANTHONY HOLDINGS LLC,  
A Florida Limited Liability Company**

By: \_\_\_\_\_  
Name: Tatiana N Atkins, Manager

By: \_\_\_\_\_  
Name: Sean A Atkins, Manager

## INDIVIDUAL GUARANTOR CERTIFICATION

This Individual Guarantor Certification is made as of **November 07, 2025** by Tatiana N Atkins (herein referred to as “Guarantor”) who certifies to the following:

- a. Guarantor, and any entities of which Guarantor is or has had an ownership stake, has not been threatened by or subject to any foreclosure proceedings or similar proceeding within the last seven years, except as disclosed below.

N/A

- b. Guarantor, and any entities of which Guarantor is or has had an ownership stake, has not been threatened by or subject to any bankruptcy, insolvency, or similar proceeding within the last seven years, except as disclosed below.

N/A

- c. Guarantor, and any entities of which Guarantor is or has had an ownership stake, have not been the subject of any criminal proceedings, charged with or convicted of any felonies.

- d. Guarantor and such guarantor’s spouse, if any, are considered **Virginia** residents by the state of **Virginia**.

- e. Guarantor is a U.S. Citizen.

- f. Guarantor, individually or via ownership in an entity, will not be the recipient or beneficiary of a portion of the sales proceeds, assignment fees, or other monetary gain associated with the closing of this transaction.

*(Signature Page to Follow)*

The undersigned Guarantor has executed this Individual Guarantor Certification as of November \_\_\_\_\_, 2025

**GUARANTOR**

By: \_\_\_\_\_  
Name: Tatiana N Atkins, an individual

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_  
(Name of Person Acknowledging).

(Seal)

\_\_\_\_\_

Signature of Notary Public

\_\_\_\_\_

Print, Type or Stamp Name of Notary

Personally Known: \_\_\_\_\_

OR Produced Identification: \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

## INDIVIDUAL GUARANTOR CERTIFICATION

This Individual Guarantor Certification is made as of **November 07, 2025** by Sean A Atkins (herein referred to as “Guarantor”) who certifies to the following:

- a. Guarantor, and any entities of which Guarantor is or has had an ownership stake, has not been threatened by or subject to any foreclosure proceedings or similar proceeding within the last seven years, except as disclosed below.

N/A

- b. Guarantor, and any entities of which Guarantor is or has had an ownership stake, has not been threatened by or subject to any bankruptcy, insolvency, or similar proceeding within the last seven years, except as disclosed below.

N/A

- c. Guarantor, and any entities of which Guarantor is or has had an ownership stake, have not been the subject of any criminal proceedings, charged with or convicted of any felonies.

- d. Guarantor and such guarantor’s spouse, if any, are considered **Florida** residents by the state of **Florida**.

- e. Guarantor is a U.S. Citizen.

- f. Guarantor, individually or via ownership in an entity, will not be the recipient or beneficiary of a portion of the sales proceeds, assignment fees, or other monetary gain associated with the closing of this transaction.

*(Signature Page to Follow)*

The undersigned Guarantor has executed this Individual Guarantor Certification as of November \_\_\_\_\_, 2025

**GUARANTOR**

By: \_\_\_\_\_  
Name: Sean A Atkins, an individual

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_  
(Name of Person Acknowledging).

(Seal)

\_\_\_\_\_

Signature of Notary Public

\_\_\_\_\_

Print, Type or Stamp Name of Notary

Personally Known: \_\_\_\_\_

OR Produced Identification: \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

INSURANCE ANTI-COERCION STATEMENT  
MORTGAGE LOANS

THE FOLLOWING STATEMENT IS REQUIRED UNDER RULE 4 - 3.002 OF  
THE RULES AND REGULATIONS PROMULGATED BY THE INSURANCE  
COMMISSIONER RELATIVE TO ANTI-COERCION

The Insurance Laws of this state provide that Lender may not require Borrower to take insurance through any particular insurance agent or company to protect the mortgaged property.

Borrower, subject to the rules adopted by the Insurance Commissioner, has the right to have the insurance placed with an insurance agent or company of Borrower's choice, provided such agency meets the requirements of Lender. Lender, however, has the right to designate reasonable financial and experience requirements as to the company and the adequacy of the coverage.

If the selection of insurance agent or company is not mutually agreeable, then Lender shall furnish Borrower a copy of the rules and regulations promulgated by the Insurance Commissioner governing the placing of such insurance.

I have read the foregoing statement, or the rules of the Insurance Commissioner relative thereto, and understand my rights and privileges and those of Lender relative to the placing of such insurance.

I have selected CITIZENS PROPERTY INSURANCE CORPORATION to write the fire and extended coverage for the property located at 821 Northeast 205th Street, Miami, FL 33179.

BORROWER:

By: \_\_\_\_\_  
Name: Tatiana N Atkins, Manager  
Dated as of: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Sean A Atkins, Manager  
Dated as of: \_\_\_\_\_

## **Automated Payments (ACH) - Customer Authorization**

**NOTE: This service is only available for current and performing loans that have not matured.**

Your monthly payment can be automatically deducted from your checking or savings account on the same day each month using the Federal Banking System's ACH program. Simply complete the information below. Return this information to:

Vontive Inc.  
Email: Servicing@vontive.com

### **Borrower Information**

Name: NICOLE ANTHONY HOLDINGS LLC

Borrower Address: 821 Northeast 205th Street, Miami, FL, 33179

Loan Number: 1015061-0000039684-9

Phone Number: (305) 978 - 0357

E-mail Address: dr.tdelaluz@gmail.com

Property Address: 821 Northeast 205th Street, Miami, FL 33179

### **Bank Account Information**

Bank Name: Bank of America

Routing Number: 063100277

Account Number: 229059247776

Account Type (checking/savings): Checking

Account Holder: NICOLE ANTHONY HOLDINGS LLC

**PLEASE ATTACH A VOIDED CHECK OR A LETTER ON BANK LETTERHEAD INDICATING YOUR BANK ACCOUNT NUMBER AND BANK'S ABA NUMBER.**

I/We hereby authorize a monthly ACH electronic debit from the account designated above to be paid to Lender, and its successors, assigns, and/or servicers, in payment of my/our monthly loan obligation, not to exceed the amount agreed to by me/ us below. Provided however, if the required scheduled loan payment changes for any account related reason, including but not limited to change in principal balance, interest rate, or in required escrow/impounds, I/we authorize the debit amount to be adjusted accordingly. I/We acknowledge that this Authorization is transferrable to Lender's successors, assigns, and/or servicers.

821 Northeast 205th Street, Miami, FL 33179  
1015061-0000039684-9 / v2025-11-05T21:06:40.103Z  
ACH Authorization / 1 of 2

In the event the Lender makes an assignment of the note to a new holder of the note, the new holder and its servicer are authorized, in the same manner as the Lender, to initiate a debit entry, or credit to my/our account at my/our bank.

I/We understand that should my/our bank dishonor my/our automated payment for insufficient or uncollected funds, the original amount, plus an additional non-sufficient funds (NSF) fee, as allowed by law, may be electronically debited from my/our account.

I/We authorize Lender, and its successors, assigns, and/or servicers, to debit my/our account consistent with the authorization until such time as I/we provide 15 days written notice to Lender, its successors, assigns, and/or servicers, of withdrawal of this authorization.

I/We am/are aware that in the event the ACH transfer fails for any reason, that I/we shall remain responsible for making the contractual payment(s) in a timely manner. It is further understood that Lender, and its successors, assigns, and/or servicers, shall not be liable for any damages or losses resulting from the failure of any ACH transfer.

**NOTE:** The electronic **debit date cannot be changed with less than 15 days written notice** prior to the next scheduled debit date.

#### **Agreed Upon Amount and Terms**

My/Our account will be debited on the **1st** day of each month, or the next business day if debit date falls on a weekend or holiday, starting: **January 01, 2026**.

Monthly payment amount: **\$5,346.91**.

Total amount to be drafted from my/our account: **\$5,346.91**. On Date: **January 01, 2026**.

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**Signature**

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**Date**

## INITIAL ESCROW ACCOUNT DISCLOSURE STATEMENT

Disclosure Date:

11/5/2025

Borrower Name and Address:  NICOLE ANTHONY HOLDINGS LLC 610 NW 183 St 207 Miami FL 33169	Lender's Name and Address:  Vontive, Inc. 1000 2nd Ave, Suite 2500 Seattle, WA 98104
Vontive Loan ID 1015061-0000039684-9	
Property address: 821 Northeast 205th Street, Miami, FL 33179	

Your estimated mortgage payment for the coming year will be \$5,346.91 of which \$4,296.88 will be for principal and interest, and \$1,050.03 will go into your escrow account.

This is an estimate of your principal and interest payments based on the current offer. The amount can change if the loan offer changes during underwriting. The actual principal and interest payment on your term sheet will ultimately determine the payment amount. The servicer will run an analysis at boarding and that may result in a change in the escrow portion of your payment.

Month/ Payment No.	Payments to Escrow Acct.	Payments from Escrow Acct.	Description	Escrow Acct. Balance
<b>Starting Balance:</b>				<b>\$3,150.09</b>
January	\$1,050.03	\$0.00		\$4,200.12
February	\$1,050.03	\$0.00		\$5,250.15
March	\$1,050.03	\$0.00		\$6,300.18
April	\$1,050.03	\$0.00		\$7,350.20
May	\$1,050.03	\$0.00		\$8,400.23
June	\$1,050.03	\$0.00		\$9,450.26
July	\$1,050.03	\$0.00		\$10,500.29
August	\$1,050.03	\$0.00		\$11,550.32
September	\$1,050.03	\$0.00		\$12,600.35
October	\$1,050.03	\$4,209.00	Hazard Insurance Payment	\$9,441.38
November	\$1,050.03	\$8,391.35	Property Tax Payment	\$2,100.06
December	\$1,050.03	\$0.00		\$3,150.09

(Please keep this statement for comparison with the actual activity in your account at the end of the escrow accounting computation year.)

Cushion selected by servicer: \$2,100.06

(Borrower Signature) \_\_\_\_\_ (Date Signed) \_\_\_\_\_