

**IN THE UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

IN RE:

FAMILY INTERNATIONAL HOME
BUILDERS, LLC,

Case No. 8:25-bk-02915-CPM

Chapter 11

Debtor.

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**BAY AREA LENDING SERVICES, LLC'S VERIFIED MOTION
FOR TERMINATION OR MODIFICATION OF AUTOMATIC
STAY, OR ALTERNATIVELY, FOR ADEQUATE PROTECTION**

Pursuant to Federal Rule of Bankruptcy Procedure 4001, Bankruptcy Code §§ 361, 362, and 363, and other applicable law, Bay Area Lending Services LLC, a Florida limited liability company (the “Lender”), by and through its undersigned counsel, hereby moves on the following grounds for an order of this Court (a) terminating or modifying the automatic stay to allow it to continue its state court action (the “Foreclosure Action”) against Family International Home Builders, LLC (the “Debtor”); or, alternatively, (b) providing for adequate protection of the Lender’s security interests and liens in that certain real property of the Debtor located at:

Lot 1, Morrissey Commercial Center, according to the map or plat thereof as recorded in Plat Book 142, Page 15, Public Records of Pinellas County, Florida.

Property address: 7210 Gulf Blvd, Saint Petersburg, Florida 33706

(the “Real Property”), securing the Lender’s claim (the “Claim”) against the Debtor in the above-captioned Chapter 11 bankruptcy case (the “Reorganization”):

A. Background Facts

1. The Claim is based upon a series of loan, security, perfection, and guaranty documents, collectively referred to herein as the “Loan Documents.” The Loan Documents are attached as exhibits to the “Verified Complaint” (the “Complaint”) that initiated the Foreclosure

Action filed by the Lender pre-petition against the Debtor and other co-obligors (collectively, the “Obligors”), styled Bay Area Lending Services, LLC v. Family International Home Builders, LLC, et al., Case No. 23-008560-CI, and pending before the Circuit Court for the Sixth Judicial Circuit in and for Pinellas County, Florida (the “Foreclosure Court”). A copy of the Complaint, with exhibits, is attached hereto as Exhibit “A” and incorporated herein by reference.

2. In addition to the Real Property, the Debtor granted the Lender a security interest and lien in certain personal property owned or controlled by the Obligors and more fully defined in the Loan Documents (collectively, the “Personal Property”), as well as the rents, issues, and profits generated from the Real Property (collectively, the “Rents”). The Lender has perfected its security interests and liens in the Real Property, the Personal Property, and the Rents (collectively, the “Collateral”).

3. On December 13, 2024, the Foreclosure Court granted the Lender’s “Motion for Entry of an Order to Show Cause,” and entered the “Order to Show Cause Pertaining to Entry of a Final Judgment of Foreclosure,” thereby ordering the Obligors to appear at a “Show Cause Hearing” on February 18, 2025, in the Foreclosure Action.

4. On March 6, 2025, the Foreclosure Court entered the “Uniform Final Judgment of Foreclosure” (the “Foreclosure Judgment”), in the Foreclosure Action, a copy of which is attached hereto as Exhibit “B” and incorporated herein by reference. The Foreclosure Judgment is final and non-appealable; adjudicates the amount of the Claim, as well as the scope, extent, and priority of the liens encumbering the Collateral; and the perfected status of the same.

5. Specifically, the Foreclosure Judgment reflects that, as of March 6, 2025, the Claim was in the total amount of \$2,548,298.43, together with interest accruing from March 6,

2025, and attorneys' fees and costs to be liquidated; the same was based upon two (2) separate debts at issue in the Foreclosure Action (together, the "Obligations").

6. Pursuant to the Foreclosure Judgment, the Foreclosure Court also scheduled the sale of the Real Property for May 6, 2025 (the "Foreclosure Sale").

7. However, on May 5, 2025, the Debtor filed its "Notice of Bankruptcy – Cancels Foreclosure Sale 5/6/25" in the Foreclosure Action, and the Foreclosure Sale was thereby cancelled. Specifically, the Lender is stayed from continuing to pursue its rights and remedies pursuant to the Foreclosure Judgment, in light of the pendency of the Reorganization, and § 362(a) of the Bankruptcy Code.

B. Allegations Relating to Relief Requested

8. On May 5, 2025 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code, thereby initiating the Reorganization.

9. As of May 5, 2025, the Claim was computed as follows:

Principal:	\$ 1,846,000.00
Interest on note and mortgage (8/1/23 to 8/31/23):	\$ 18,460.00
Per diem interest (25% from 8/1/23 to 2/11/25):	\$ 670,123.25
Late charges:	\$ 923.00
Title search expenses:	\$ 350.00
Insurance premiums:	\$ 5,564.43
Filing fee:	\$ 1,986.68
Process server fees:	\$ 378.50
Subtotal:	\$2,537,298.43
Attorney's fees:	\$ 11,000.00
TOTAL JUDGMENT AMOUNT:	\$2,548,298.43
Post-Judgment Interest (9.39% from 3/6/25 to 5/5/25, 60 days, per diem \$655.57595):	\$ 39,334.55
CLAIM AMOUNT:	\$2,587,632.98

Interest continues to accrue pursuant to the Foreclosure Judgment at the prevailing statutory interest rate. In addition, the Claim includes the Lender's right to reimbursement of additional

attorneys' fees, court costs, and related expenses associated with continuing to prosecute or enforce the Lender's rights pursuant to the Loan Documents and/or the Foreclosure Judgment in the context of this Reorganization, the Foreclosure Action and otherwise.

10. The Collateral is subject to the Lender's security interests and liens, and yet the Debtor has failed to comply with the legitimate requests of the Lender, the Loan Documents, and laws governing the rights of the Lender with respect to the Collateral, as they relate to adequate protection issues.

11. The Lender notes that (a) the Collateral is uninsured, (b) the Collateral is being mismanaged and otherwise not properly maintained resulting in a continuing diminution in value, (c) the Collateral is in a state of disarray with squatters such that the same is being further compromised, and (d) the Debtor has not proposed any adequate protection.

12. For the forgoing reasons, termination or modification of the automatic stay for "cause," pursuant to Bankruptcy Code § 362(d)(1), should be granted.

13. Additionally, and/or alternatively, the forgoing constitutes "cause" for this Court's requirement that the Debtor adequately protect the Lender's security interests and liens in the Collateral pursuant to Bankruptcy Code § 361.

WHEREFORE, the Lender respectfully requests the order of this Court that will:

- a. grant this motion;
- b. terminate the automatic stay with respect to the Collateral to permit the rescheduling of the Foreclosure Sale of the Real Property in the context of the Foreclosure Action; or
- c. alternatively, provide adequate protection sufficient to protect the Lender's security interests and liens in the Collateral; and

- d. provide for such other relief as this Court determines to be necessary and appropriate in the circumstances.

VERIFICATION

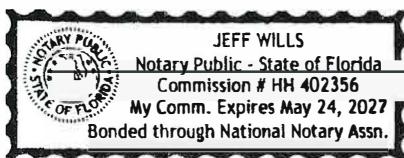
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I, James Jeffrey Chandler, Jr. as Manager of Bay Area Lending Services LLC, a Florida limited liability Company, hereby declare under penalty of perjury under the laws of the United States that the information contained in the foregoing motion is true and correct, provided that this declaration does not extend to paragraphs that contain analysis of Florida law and/or Federal Bankruptcy law governing the merits of the same, about which I am unqualified to opine because I am not a member of The Florida Bar or any other bar.


JAMES JEFFREY CHANDLER, JR.

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Sworn and subscribed before me, this 20th day of June, 2025, James Jeffrey Chandler, Jr. as Manager of Bay Area Lending Services LLC, a Florida limited liability Company, is personally known to me or has produced identification.




Print name Jeff Wills
Notary Public, State at Large
(commission number and expiration date)

/s/ Stephenie Biernacki Anthony

FRANK A. LAFALCE, ESQ.

Florida Bar Number: 0980609

flafalce@anthonyandpartners.com

STEPHENIE BIERNACKI ANTHONY, ESQ.

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Anthony & Partners, LLC

100 South Ashley Drive, Suite 1600

Tampa, Florida 33602

Tel: 813-273-5616

Facsimile: 813-221-4113

Attorneys for the Lender

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished

by electronic means and/or U.S. Mail on this 20th day of June, 2025, to:

Family International Home Builders, LLC 7300 NW 49 th Court Lauderhill, Florida 33319 <i>Creditor</i>	Joel M. Aresty, Esq. Joel M. Aresty, P.A. 309 1 st Avenue South Tierra Verde, Florida 33715 aresty@icloud.com <i>Counsel for Debtor</i>
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Office of the United States Trustee Timberlake Annex, Suite 1200 501 E. Polk Street Tampa, Florida 33602	Nicole Pear, Esq. Timberlake Annex 501 E. Polk Street, Suite 1200 Tampa, Florida 33602 Nicole.w.peair@usdoj.gov <i>Counsel for United States Trustee</i>
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/s/ Stephenie Biernacki Anthony

ATTORNEY

Exhibit “A”

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION**

BAY AREA LENDING SERVICES
LLC, a Florida limited liability company,

Plaintiff,

Case No.

vs.

Division

FAMILY INTERNATIONAL HOME
BUILDERS LLC, a Florida limited
liability company, TATIANA
MURRAY, individually, RANDELL J.
WALDEN, SR., individually, FREDDIE
MURRAY, individually, ALPHONSO
DEROSIERS, individually, and
MORRISSEY & MORRISSEY
ENTERPRISES, LLC, a Florida limited
liability company,

Defendants.

/

VERIFIED COMPLAINT

Plaintiff, Bay Area Lending Services LLC, a Florida limited liability Company (the “Lender”), by and through its undersigned counsel, hereby sues Family International Home Builders LLC, a Florida limited liability company (“the Borrower”), Tatiana Murray, individually (“T. Murray”), Randell J. Walden, Sr., individually (“Walden”), Freddie Murray, individually, F. Murray), Alphonso Derosiers, individually (“Derosiers”) (collectively, the “Guarantors”), the Borrower and Guarantors together referred to herein as the “Obligors,” and Morrissey & Morrissey Enterprises, LLC, a Florida limited liability company (Morrissey), collectively referred to herein as the “Defendants,” and alleges:

1. The Lender is a Florida limited liability company doing business in Pinellas County, Florida.

2. Upon information and belief, T. Murray is an individual doing business in Pinellas County, Florida.

3. Upon information and belief, Walden is an individual doing business in Pinellas County, Florida.

4. Upon information and belief, F. Murray is an individual doing business in Pinellas County, Florida.

5. Upon information and belief, Derosiers is an individual doing business in Pinellas County, Florida.

6. Upon information and belief, Morrissey is a Florida limited liability company doing business in Pinellas County, Florida.

7. As to each cause of action set forth in this complaint (this “Complaint”), this is an action wherein the amount in controversy exceeds \$50,000, exclusive of interest, costs, and attorneys’ fees; it is involving the title or possession of real property; and/or seeking equitable or other accompanying relief. Accordingly, this Court possesses jurisdiction over this cause pursuant to Florida Statutes § 26.012(2), and other applicable law.

8. With respect to each cause of action set forth in this Complaint, this is an action either:

- a. to recover damages pursuant to certain agreements executed, delivered, and/or defaulted upon in Pinellas County, Florida;
- b. to foreclose on liens encumbering certain real and/or personal property located in Pinellas County, Florida; and/or
- c. to obtain other related relief pertaining to said property located in Pinellas County, Florida.

9. Accordingly, venue is proper pursuant to Florida Statutes §§ 47.011, 47.041, 47.051, and other applicable law.

10. All requirements and conditions precedent to the bringing of this cause have been satisfied, performed, and/or waived by the Lender and/or the Defendants.

11. With respect to each cause of action set forth herein, the Obligors have defaulted pursuant to those certain obligations owed to the Lender (the “Obligation”); the Obligation is hereby accelerated and demanded, to the extent necessary and required, by and through the filing of this Complaint, and the service of accompanying original process.

12. With respect to each cause of action set forth herein, the subject defaults, as hereafter alleged, have required the Lender to retain the undersigned law firm for purposes of initiating this cause. The Lender has agreed to pay the undersigned law firm a reasonable fee for its services rendered and costs incurred in connection with the enforcement of its rights and remedies as more fully set forth below. With respect to the Obligation set forth herein, the Obligors are additionally liable to the Lender for attorneys’ fees and costs incurred by the Lender in connection herewith.

A. ALLEGATIONS RELATING TO THE RELIEF REQUESTED

13. The Obligation is principally owed by the Obligors and is evidenced by a series of loan documents (collectively, the “Loan Documents”).

14. The Loan Documents include the following:

a. A “Commercial Note” (the “Note”), executed and delivered by the Obligors to the Lender on or as of January 23, 2023, in the principal amount of One Million Eight Hundred Forty Six Thousand and 00/100 Dollars

(\$1,846,000.00), a copy of which is attached hereto as Exhibit “A,” and incorporated herein by reference;

- b. A “Mortgage, Security Agreement, Financing Statement and Assignment of Rents” (the “Mortgage”), executed and delivered by the Obligors to the Lender on or as of January 23, 2023, and recorded as Instrument #2023029375 in the Public Records of Pinellas County, Florida, a copy of which is attached hereto as Exhibit “B,” and incorporated herein by reference;
- c. A “Continuing Guaranty” (the “T. Murray Guaranty”), executed and delivered by T. Murray to the Lender on or as of January 23, 2023, a copy of which is attached hereto as Exhibit “C,” and incorporated herein by reference; and
- d. A “Continuing Guaranty” (the “Walden Guaranty”), executed and delivered by Walden to the Lender on or as of January 23, 2023, a copy of which is attached hereto as Exhibit “D,” and incorporated herein by reference; and
- e. A “Continuing Guaranty” (the “F. Murray Guaranty”), executed and delivered by F. Murray to the Lender on or as of January 23, 2023, a copy of which is attached hereto as Exhibit “E,” and incorporated herein by reference; and
- f. A “Continuing Guaranty” (the “Derosiers Guaranty”), executed and delivered by Derosiers to the Lender on or as of January 23, 2023, a copy of which is attached hereto as Exhibit “F,” and incorporated herein by reference; and

g. A “Subordination Agreement” (the “Agreement”), executed and delivered by the Defendants to the Lender on or as of January 27, 2023, and recorded as Instrument # 2023029376 in the Public Records of Pinellas County, Florida, a copy of which is attached hereto as Exhibit “G,” and incorporated herein by reference;

15. Pursuant to the Mortgage, the Obligors granted the Lender a security interest and lien in certain real property of the Borrower, located in Pinellas County, Florida, as more fully described below:

Lot 1, Morrissey Commercial Center, according to the map or plat thereof as recorded in Plat Book 142, Page 15, Public Records of Pinellas County, Florida.
(the “Mortgaged Property”).

16. The Obligors defaulted pursuant to the terms and conditions of the Loan Documents by failing to make timely the payment due September 1, 2023.

17. On September 12, 2023, the undersigned counsel for the Lender sent a letter to the Obligors, demanding payment consistent with the Loan Documents, a copy of said correspondence (the “Lender Demand”) is attached hereto as Exhibit “H,” and incorporated herein by reference.

18. As of September 29, 2023, the Obligation is in the aggregate amount of **\$1,907,964.55** (the “Total Amount Due”), inclusive of principal and accrued interest, itemized as follows:

Principal	\$ 1,846,000.00
Contract Rate Interest:	\$ 18,460.00
Default Rate Interest (\$1,264.3835 <u>per diem</u> as of 9/1/2023):	\$ 36,667.12
Late Charges:	\$ 923.00
Forced Place Insurance:	\$ 5,564.43
Attorney’s Fees:	\$ 350.00
TOTAL AMOUNT DUE:	\$ 1,907,964.55

19. The Lender owns and holds the Loan Documents, to the extent required by law to bring these causes of action.

20. The liens and security interest of the Lender in the Mortgaged Property are senior and superior to any other right, title, or interest of the Defendants in the Mortgaged Property.

COUNT I: SUIT ON LOAN DOCUMENTS

21. This is an action for damages against the Borrower resulting from its default pursuant to the terms of the Loan Documents.

22. The Lender realleges and reincorporates paragraphs 1 through 20 of this Complaint as though fully set forth herein.

23. The Borrower has not made any payments pursuant to the Obligation since the Demand Letter.

24. The entire amount of the Obligation remains due and owing by the Borrower to the Lender.

25. All of the Loan Documents were executed and delivered in Pinellas County, Florida. All of the breaches of the Loan Documents have occurred in Pinellas County, Florida.

WHEREFORE, the Lender requests judgment for damages against the Obligors, for the Total Amount Due, plus interest, court costs, and reasonable attorneys' fees and costs, recoverable pursuant to the Loan Documents, and for such other and further relief as this Court deems just and appropriate.

COUNT II: SUIT ON THE GUARANTY

26. This is an action for damages against the Guarantors resulting from their default pursuant to the loan documents.

27. The Lender realleges and incorporates paragraphs 1 through 20 of this Complaint as though fully set forth herein.

28. The entire amount of the Obligation remains due and owing by the Guarantor to the Lender.

29. The Loan Documents were executed and delivered in Pinellas County, Florida.

30. Some or all of the breaches of the Loan Documents have occurred in Pinellas County, Florida.

WHEREFORE, the Lender requests judgment for damages against the Guarantors in the full amount of the Obligation, plus interest, court costs, and reasonable attorneys' fees recoverable pursuant to the Loan Documents.

COUNT III: FORECLOSURE OF MORTGAGED PROPERTY

1. This is an action to foreclose the Lender's mortgage lien upon the Mortgaged Property owned by the Borrower, and located in Pinellas County, Florida, to satisfy the Obligation.

2. The Lender realleges and incorporates paragraphs 1 through 20 of this Complaint as though fully set forth herein.

3. The Obligation is secured inter alia by the Mortgaged Property, which should be foreclosed to be applied to the Obligation.

4. The Obligation is in a state of default and acceleration, such that it remains due and owing by the Defendants.

5. The Defendants may claim some right, title, or interest in some or all of the Mortgaged Property; however, any such right, title, or interest is junior and inferior to that of the Lender, including without limitation those arising under the Loan Documents, as well as all other documents of encumbrance of record in favor of the Lender and encumbering the same.

WHEREFORE, the Lender requests judgment against the Defendants, foreclosing its mortgage lien upon the Mortgaged Property pursuant to the Loan Documents, and any other claims of lien, and if the proceeds are insufficient to fully satisfy the Obligation, a deficiency judgment against the Defendants plus interest, court costs, and reasonable attorneys' fees and costs, recoverable pursuant to the Loan Documents, and for such other and further relief as this Court deems just and appropriate.

COUNT IV: REESTABLISHMENT OF LOST NOTE

6. This is action to reestablish a promissory note pursuant to Florida Statutes §71.011.
7. The Lender realleges and reincorporates paragraphs 1 through 20 of this Complaint as though fully set forth herein.
8. On January 23, 2023, the Borrower executed and delivered to the Lender a Promissory Note in the original principal amount of \$1,846,000.00, (the "Note"), a copy of which is attached hereto as Exhibit "A."
9. The Lender is not in possession of the Note, and the Lender cannot reasonably obtain possession of said Note because it is lost, stolen, or destroyed.
10. The Lender had the right to enforce the Note when it was lost, stolen, or destroyed.
11. The Lender is in possession of copies of all related loan documents.
12. The loss of possession of the Note was not the result of a lawful transfer or due to lawful seizure.
13. The Lender will prove the terms of the Note.
14. The Lender will indemnify the Borrower and any third parties against future unlawful enforcement of the Note.
15. The affidavit required by Florida Statutes §702.015 is attached hereto.

WHEREFORE, the Lender respectfully requests that this Court enter an order reestablishing the Note, and such other relief as the Court deems appropriate.

Dated this 29th day of September, 2023.

/s/ Frank A. Lafalce

FRANK A. LAFALCE, ESQUIRE

Florida Bar No.: 980609

flafalce@anthonyandpartners.com

C. PAIGE ANDRINGA, ESQUIRE

Florida Bar No.: 1028374

cpandringa@anthonyandpartners.com

Anthony & Partners, LLC

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Tampa, Florida 33602

Telephone: 813/273-5616

Telecopier: 813/221-4113

Attorneys for the Lender

VERIFICATION

STATE OF FLORIDA

COUNTY OF Hillsborough

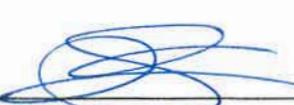
I, James Jeffrey Chandler, Jr., as Manager of Bay Area Lending Services LLC, a Florida limited liability Company, hereby declare under penalty of perjury under the laws of the United States that the information contained in the Verified Complaint is true and correct, provided that this declaration does not extend to paragraphs that contain analysis of Florida law governing the merits of the Verified Complaint about which I am unqualified to opine because I am not a member of The Florida Bar.


By: **James Jeffrey Chandler, Jr.**
Title: Manager

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29 day of September, 2023, by James Jeffrey Chandler, Jr., as Manager of Bay Area Lending Services LLC, who is personally known to me or has produced _____ as identification.



Cristal San Luis
Comm.: HH 180379
Expires: Oct. 27, 2025
Notary Public - State of Florida



Notary Public
My Commission Expires:

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION**

BAY AREA LENDING SERVICES LLC, a
Florida limited liability company,

Plaintiff,

v.

Case No.

FAMILY INTERNATIONAL HOME
BUILDERS LLC, a Florida limited liability
company, TATIANA MURRAY, individually,
RANDELL J. WALDEN, SR., individually,
FREDDIE MURRAY, individually,
ALPHONSO DEROSIERS, individually, and
MORRISSEY & MORRISSEY
ENTERPRISES, LLC, a Florida limited liability
company,

Defendants.

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EXHIBIT “A” TO THE VERIFIED COMPLAINT

COMMERCIAL NOTE

\$1,846,000.00

Effective January 23, 2023

FOR VALUE RECEIVED, the undersigned maker(s) (hereinafter referred to individually, collectively, and interchangeably as "Borrower"), jointly and severally, if more than one, promises to pay to the order of BAY AREA LENDING SERVICES LLC, a Florida limited liability company ("Lender"), at 2002 East 5th Avenue, Suite 108, Tampa, Florida 33605, the sum of One Million Eight Hundred Forty Six Thousand and 00/100 Dollars (\$1,846,000.00) together with interest thereon, in accordance with the terms set forth in this Commercial Note ("Note").

REPAYMENT: Principal shall be due and payable in a single payment due on January 23, 2025, 2024 (the "Maturity Date"). Accrued interest shall be due and payable in consecutive payments beginning March 1, 2023, and on the same day in each month thereafter until the Maturity Date, on which date any unpaid and accrued interest shall be due and payable in full.

Unless sooner declared due and payable in accordance with the provisions of this Note, on the Maturity Date, all outstanding principal, interest, fees, costs and expenses owing by Borrower to Lender shall be due and payable in full without notice or demand. Provided no other agreement between the Borrower and Lender expressly imposes a prepayment penalty, Borrower must pay a minimum of six (6) months interest prior to any prepayment. Once six (6) months of interest has been paid, Borrower may prepay without penalty any principal on this Note in whole or in part and any prepayments made on this Note shall be applied to the principal payment(s) due on this Note in the inverse order of their maturity.

INTEREST: Interest shall accrue on the unpaid principal balance at the rate of 12% per annum, fixed.

Default Rate. After maturity, whether that maturity results from acceleration or otherwise, interest shall, to the extent permitted by applicable law, accrue at the Default Rate. Additionally, upon the occurrence of any Event of Default hereunder other than a delinquent payment (and from and after the date of such occurrence), interest shall, to the extent permitted by applicable law, accrue at the Default Rate. The Default Rate shall be 25% per annum but in no event in excess of the maximum rate permissible under applicable law.

All interest shall be computed on the basis of the actual number of days elapsed over a year composed of 365 days. Interest shall accrue from the first date that funds are advanced to Borrower until all sums due hereunder are paid in full.

Notwithstanding the foregoing, under no circumstances will the effective rate of interest on this Note exceed the maximum rate permissible under applicable law. To the extent federal law permits Lender to contract for, charge or receive a greater amount of interest, Lender reserves the right to rely on federal law for the purpose of determining the maximum rate. It is the intention of Borrower and Lender to conform strictly to any applicable usury laws. The aggregate of all consideration which constitutes interest under applicable law that is contracted for, charged or received under

this Note shall under no circumstances exceed the maximum amount of interest allowed by applicable law, and any excess shall be credited to the principal balance on this Note or, if this Note shall have been paid in full, refunded to Borrower.

All payments to be made by the Borrower to Lender under or pursuant to this Note shall be in immediately available United States currency, without setoff or counterclaim, and in the event that any payments submitted hereunder are in funds not available until collected, said payments shall continue to bear interest until collected.

LATE PAYMENT AND NSF CHARGES: In the event any installment payment of principal and/or interest is more than five (5) days past due Borrower promises to pay, in addition to the amount otherwise due hereunder, a delinquency charge of 5.00% of the unpaid portion of the regularly scheduled payment. In the event that any payment under this Note by check or preauthorized charge is later dishonored or returned to Lender unpaid due to insufficient funds, Borrower agrees to pay Lender an additional NSF check charge equal to \$25.00.

OBLIGORS: Any or each party to this Note (including each maker and endorser) and any or each surety and guarantor of this Note bound under separate instrument or agreement are hereinafter referred to jointly and severally as "Obligor."

SECURITY AND SET-OFF: In order to secure the repayment of the indebtedness evidenced by this Note, including, without limitation, future advances, interest, attorneys' fees, expenses of collection and costs, as well as the payment and performance of any and all other liabilities or obligations of any Borrower to Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter arising (collectively, the "Obligations"), Borrower hereby pledges to Lender, and grants to Lender a continuing lien and security interest in and a right of set-off and compensation against, all property of Borrower, including any such property Borrower holds jointly with someone else, that is now or hereafter on deposit with, in the possession of, under the control of or held by Lender or any financial institution affiliate of the Lender, including, without limitation, all cash, deposit accounts, funds on deposit, stocks, bonds, treasury obligations and other securities, investment property, financial assets, securities accounts, notes, documents, instruments, certificates of deposit, items, chattel paper, and other property (except IRA, pension, other tax-deferred retirement accounts and any accounts or property held in a trust or fiduciary capacity for which setoff would be prohibited by law), together with all property added to or substituted for any of the foregoing, and all interest, dividends, income, fruits, accessions and proceeds of any of the foregoing. The terms "chattel paper," "deposit accounts," "documents," "items," "instruments," "investment property," "securities accounts," "financial assets" and "proceeds" shall have the meaning provided in the Florida Uniform Commercial Code. Each Obligor releases Lender from any obligation with respect to the collateral including any obligation to collect any proceeds of or preserve any of Obligor's rights, including, without limitation, rights against prior parties, in any collateral in which Lender possesses a security interest. Any responsibility of Lender with respect to any collateral in which Lender possesses a security interest, whether arising contractually or as a matter of law, is hereby expressly waived.

RENEWAL: If an earlier note of Borrower to Lender is renewed at the time of execution hereof, then this Note constitutes an extension, but not a novation, of the amount of the unpaid and

continuing indebtedness, and all rights held by Lender under the earlier note shall continue in full force and effect.

FINANCIAL INFORMATION: Borrower shall, and shall cause each other Obligor to, promptly provide to Lender true and correct current financial statements and such other information regarding the financial condition, business and properties of each Obligor as Lender may request from time to time, all in form, substance and detail satisfactory to the Lender.

DEFAULT: If any of the following events shall occur (each such event being referred to herein as an "Event of Default") : (a) the non-payment of any principal or interest on this Note or any other Obligation on the date when due; (b) the death, dissolution, liquidation or insolvency of any Obligor; (c) the filing by or against any Obligor of a proceeding under the U.S. Bankruptcy Code (d) the application for appointment of a receiver for, the making of a general assignment for the benefit of creditors of, or the filing of any proceeding seeking any other relief afforded debtors or affecting rights of creditors generally under the laws of any jurisdiction by or against any Obligor; (e) the default by any Obligor in the payment or performance of (i) any obligation under this Note or under any deed of trust, mortgage, security agreement or any other document securing payment of this Note, or (ii) any obligation under any other note or under any other agreement of any Obligor with or in favor of Lender; (f) any judgment, garnishment, seizure, tax lien or levy against any assets of any Obligor; (g) any material adverse change in the financial condition of any Obligor, or any material discrepancy between the financial statements submitted by any Obligor and the actual financial condition of any Obligor; (h) any statement, warranty, or representation made by any Obligor to Lender proves to be untrue in any material respect; (i) any default by any Obligor in the payment or performance of any material liabilities, indebtedness or obligations to any other creditor; (j) any merger, consolidation or change in any Obligor's type or form of organizational structure without the prior written consent of Lender; or (k) any discontinuance or termination of any guaranty of all or any portion of this Note by any Obligor or any attempt by any Obligor to do so; then, at the option of Lender, the full amount of this Note and all other obligations and liabilities, direct or contingent, of any Obligor to Lender shall be immediately due and payable without notice or demand.

REMEDIES: Lender shall have the remedies of a secured party under the Uniform Commercial Code of Florida in addition to any and all other remedies which may be available to it, all of which shall be cumulative and may be pursued singly, successively or together against any Obligor and/or any security given at any time to secure the payment hereof, all at the sole discretion of Lender. Failure on the part of Lender to exercise any right described herein or in such other documents shall not constitute a waiver of such right or preclude Lender's subsequent exercise thereof. If any notice of sale or other intended disposition of the collateral is required by law to be given, Borrower hereby agrees that a notice sent in compliance with applicable law or if applicable law does not define the required notice period then at least ten (10) days prior to such action shall constitute reasonable notice to Borrower. If the proceeds of any collateral securing this Note disposed of by Lender are insufficient to pay this Note in full, Obligor shall remain fully obligated for any deficiency.

FEES AND EXPENSES: Obligor agrees to pay on demand all charges, fees, costs and/or taxes levied or assessed against Lender in connection with this Note or any collateral securing this Note,

together with all reasonable attorney's and paralegal's fees and expenses, and all other costs and expenses incurred by Lender in connection with the preparation, enforcement (including, without limitation, in Bankruptcy, probate or administration proceeding or otherwise), workout, restructuring or collection of this Note, whether or not suit is filed, including such fees incurred in Bankruptcy proceedings, at state and/or federal trial and appellate court levels, together with all other costs and expenses that may be incurred by Lender in connection with the enforcement of this Note or the preservation or enforcement of any of Lender's rights or interests with respect to any collateral securing this Note.

WAIVER: The Borrower waive(s), on behalf of itself and each Obligor, presentment, demand, protest, notice of dishonor, notice of demand or intent to demand, notice of acceleration or intent to accelerate, and all other notices, and agree(s) that no extension or indulgence to the undersigned (or any of them) or release, substitution or non-enforcement of any security, or release or substitution of any of the undersigned, any guarantor or any other party, whether with or without notice, shall affect the obligations of any of the undersigned. The undersigned waive(s) all defenses or right to discharge available under Section 3-605 of the Florida Uniform Commercial Code and waive(s) all other suretyship defenses or right to discharge and waives any right to receive notice of interest rate changes.

Each Obligor also agrees Lender may, one or more times, in its sole discretion, without releasing or affecting any of its rights and without notice to or the consent of such Obligor, take any one or more of the following actions: (a) release, renew, extend or modify the obligations of Borrower or any other Obligor; (b) release, exchange, modify, or surrender in whole or in part Lender's rights with respect to any collateral for this Note; (c) with the consent of Borrower, modify or alter the term, interest rate or due date of any payment of this Note; (d) grant any postponements, compromises, indulgences, waivers, surrenders or discharges or modify the terms of its agreements with Borrower or any other Obligor; (e) change its manner of doing business with Borrower or any other Obligor or person; or (f) impute payments or proceeds of any collateral furnished by any Obligor, in whole or in part to any costs, interest, or principal due on this Note, or to any other obligation of any Obligor to Lender, or in the event of a third party claim thereto retain the payments or proceeds as collateral for this Note without applying same toward payment of this Note, and each Obligor hereby expressly waives any claims or defenses arising from any such actions.

COMMERCIAL USE: Borrower warrants and represents to Lender and all other holders of this Note that all loans evidenced by this Note are and will be for business, commercial, or other similar purpose and not primarily for personal, family, or household purposes.

SALE/ASSIGNMENT: The Borrower acknowledge(s) that the Lender has the right to sell, assign, transfer, negotiate, or grant participations in all or any part of this Note and any related obligations, including, without limit, this Note, without notice to the undersigned and that the Lender may disclose any documents and information which the Lender now has or later acquires relating to the undersigned or to any collateral or to any Obligor or this Note in connection with such sale, assignment, transfer, negotiation, or grant. The Borrower agree(s) that the Lender may provide information relating to this Note or relating to the undersigned to the Lender's parent, affiliates, subsidiaries and service providers.

GOVERNING LAW, JURISDICTION AND VENUE: This note shall be governed by and construed in accordance with the substantive laws of the state of Florida, excluding, however, the conflict of law and choice of law provisions thereof.

WAIVER OF JURY TRIAL: Borrower, to the extent permitted by law, waives any right to a trial by jury in any action arising from or related to this Note.

SUCCESSORS AND HEIRS: This Note shall apply to and bind Borrower's and Lender's heirs, personal representatives, successors and assigns. All references in this Note shall include the holder hereof and this Note shall inure to the benefit of any holder, its successors and assigns; and, Borrower waives and will not assert against any transferee or assignee of this Note any claims, defenses, set-offs or rights of recoupment which Borrower could assert against Lender, except defenses which Borrower cannot waive. Borrower acknowledges that Customer Numbers and Loan Numbers may be added to this Note after execution and delivery of this Note by Borrower and if there is a section denoted "LENDER USE ONLY", the information under such section may also be completed by Lender after execution and delivery of this Note. In Addition, in the event the date of this Note is omitted, Borrower consents to Lender inserting the date.

MISCELLANEOUS: The provisions of this Note may not be waived or modified except in writing, signed by Lender. Failure of Lender to exercise rights, remedies or options Lender may have upon the happening of one or more of the events giving rise to such rights, remedies or options shall not constitute a waiver of the right to exercise the same or any other right, remedy or option at any subsequent time in respect to the same or any other event. The acceptance by Lender of any payment hereunder that is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the rights, remedies or options granted herein to Lender at that time or at any subsequent time or nullify any prior exercise of any such right, remedy or option without the express written acknowledgment of the Lender.

If any provision of this Note shall be held to be legally invalid or unenforceable by any court of competent jurisdiction, all remaining provisions of this Note shall remain in full force and effect. The term "Lender" as used herein includes transferees, successors, and assigns of Lender, and all rights of Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of Obligor shall bind Obligor's heirs, legal representatives, successors, and assigns.

The descriptive headings of the several sections of this Note are inserted for convenience only and shall not in any way affect the meaning or construction hereof.

Lender may, at its option and in its sole discretion, maintain and rely upon a photocopy, electronic copy or other reproduction of this Note, and Borrower and each other Obligor, for themselves and their respective heirs, successors, and assigns, and any person claiming by or through any of them, hereby waive any and all objections to, and claims or defenses based upon, the failure of Lender to produce the original hereof for any purpose whatsoever.

THIS NOTE EMBODIES THE FINAL, ENTIRE AGREEMENT OF BORROWER AND LENDER WITH RESPECT TO THE SUBJECT MATTER HEREOF. NO COURSE OF

DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OR OTHER EXTRINSIC EVIDENCE OF ANY NATURE SHALL BE USED TO CONTRADICT, VARY, SUPPLEMENT OR MODIFY ANY TERM OF THIS NOTE. THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

The undersigned Borrower has executed this Note effective as of the day and year first above written.

BORROWER:

FAMILY INTERNATIONAL HOME BUILDERS
LLC, a Florida limited liability company

Tatiana Murray
By: Tatiana Murray
Title: Authorized Member

Freddie L. Murray
By: Freddie Murray
Title: Authorized Member

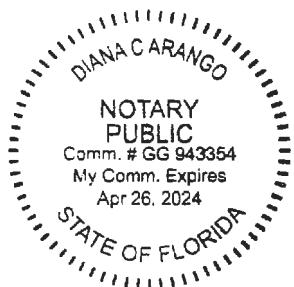
Alphonso Derosiers
By: Alphonso Derosiers
Title: Authorized Member

Randell J. Walden, Sr.
By: Randell J. Walden, Sr.
Title: Authorized Member

STATE OF FLORIDA
COUNTY OF Miami - Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 26th day of January 2023, by Tatiana Murray, as Authorized Member of Family International Home Builders LLC, who is personally known to me, or who has produced the following identification: Drivers license (check one).

[SEAL]



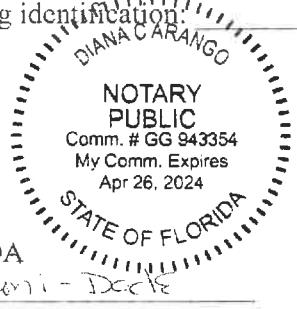
Diana C Arango
Notary Public

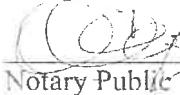
STATE OF FLORIDA

COUNTY OF Miami - Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of January 2023, by Freddie Murray, as Authorized Member of Family International Home Builders LLC, who is personally known to me, or who has produced the following identification: Freddie Murray (check one).

[SEAL]



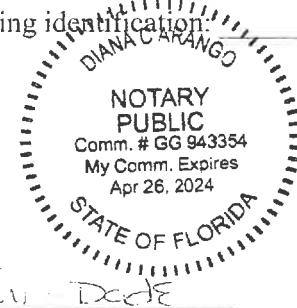
 Diana C. Arango
Notary Public

STATE OF FLORIDA

COUNTY OF Miami - Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of January 2023, by Alphonso Derosiers, as Authorized Member of Family International Home Builders LLC, who is personally known to me, or who has produced the following identification: Alphonso Derosiers (check one).

[SEAL]



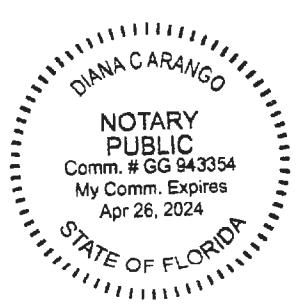
 Diana C. Arango
Notary Public

STATE OF FLORIDA

COUNTY OF Miami - Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of January 2023, by Randell J. Walden, Sr., as Authorized Member of Family International Home Builders LLC, who is personally known to me, or who has produced the following identification: Randell J. Walden, Sr. (check one).

[SEAL]



 Diana C. Arango
Notary Public

THE STATE DOCUMENTARY TAX DUE ON THIS NOTE HAS BEEN PAID AT THE TIME OF RECORDING IN THE PUBLIC RECORDS THE "MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF RENTS" SECURING THIS INDEBTEDNESS.

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION**

BAY AREA LENDING SERVICES LLC, a
Florida limited liability company,

Plaintiff,

v.

Case No.

FAMILY INTERNATIONAL HOME
BUILDERS LLC, a Florida limited liability
company, TATIANA MURRAY, individually,
RANDELL J. WALDEN, SR., individually,
FREDDIE MURRAY, individually,
ALPHONSO DEROSIERS, individually, and
MORRISSEY & MORRISSEY
ENTERPRISES, LLC, a Florida limited liability
company,

Defendants.

/

EXHIBIT “B” TO THE VERIFIED COMPLAINT

This instrument prepared by:
Frank Lafalce, Esquire
Anthony & Partners, LLC
100 S. Ashley Drive, Suite 1600
Tampa, Florida 33602

**MORTGAGE, SECURITY AGREEMENT,
FINANCING STATEMENT AND ASSIGNMENT OF RENTS**

Between:

FAMILY INTERNATIONAL HOME BUILDERS LLC,
a Florida limited liability company

as "Mortgagor"

and

BAY AREA LENDING SERVICES LLC,
a Florida limited liability company

as "Mortgagee"

Loan Amount: \$1,846,000.00

Date: January 23, 2023

**FLORIDA DOCUMENTARY STAMP TAXES AND FLORIDA NON-RECURRING INTANGIBLE TAXES
ARE BEING PAID UPON RECORDATION OF THIS MORTGAGE IN THE PUBLIC RECORDS OF
PINELLAS COUNTY, FLORIDA.**

**MORTGAGE, SECURITY AGREEMENT,
FINANCING STATEMENT AND ASSIGNMENT OF RENTS**

THIS MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF RENTS (as the same be amended, modified, restated, renewed, supplemented, increased or spread at any time or from time to time, the "Mortgage") is executed as of the 23rd day of January, 2023, by **FAMILY INTERNATIONAL HOME BUILDERS LLC**, a Florida limited liability company, 2338 NW 51st, Miami, Florida 33142 (whether one or more, the "Mortgagor" and, if more than one, the expression "Mortgagor" shall mean all mortgagors and each of them jointly and severally), **BAY AREA LENDING SERVICES LLC**, a Florida limited liability company, 2002 East 5th Avenue, Suite 108, Tampa, Florida 33605 (together with any holder or holders of all or any part of the Secured Indebtedness (as defined below), the "Mortgagee").

ARTICLE ONE - DEFINITIONS

The following terms shall have the following meanings, unless the context clearly requires otherwise:

"Lender" as used herein refers to **BAY AREA LENDING SERVICES LLC**.

"Code" shall mean the Florida Uniform Commercial Code, as amended from time to time, Chapters 671 through 680, Florida Statutes.

"Environmental Law" shall mean any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Mortgaged Property, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.) ("CERCLA"), as amended from time to time, including without limitation, the Superfund Amendments and Reauthorization Act ("SARA"), and the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sections 6901, et seq.) ("RCRA"), as amended from time to time.

"Event of Default" shall have the meaning ascribed to said term in Section 5.01 hereof.

"Force Majeure Event" shall mean any act of God, act of war, enemy action, civil disturbance, strike or labor lockout, or failure or inability to secure materials by reason of priority or similar regulation or order of any governmental authority.

"Hazardous Substance" shall mean one or more of the following substances: (i) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" in CERCLA, SARA, RCRA, the Toxic Substances Control Act, Federal Insecticide, Fungicide, and Rodenticide Act, and the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801 et seq.), and in the regulations promulgated pursuant to said laws; (ii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (iii) such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or the United States government, or which are classified as hazardous or toxic under federal, state, or local laws or regulations; and (iv) any material, waste or substance which is: (a) asbestos; (b) polychlorinated biphenyls; (c) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sections 1251 et seq. (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water

Act (33 U.S.C. §1317); (d) petroleum or petroleum distillate; (e) explosives; (f) radioactive materials; or (g) lead based paint.

"Improvements" shall mean all buildings, structures and improvements now or in the future on the Land regardless of whether physically affixed thereto or severed or capable of severance therefrom.

"Land" shall mean the tract of real property described upon Exhibit "A" attached hereto.

"Leases" shall mean all present and future leases and agreements, written or oral, for the use or occupancy of any portion of the Mortgaged Property, and any renewals, extensions or substitutions thereof and any and all subleases thereunder.

"Loan Documents" shall mean the Note, and this Mortgage, together with all documents, agreements, certificates, affidavits, loan agreements, security agreements, mortgages, collateral pledge agreements, assignments and contracts representing, evidencing or securing any or all of the Secured Indebtedness or executed in connection therewith, now or at any time, as the same may be amended, modified, restated, renewed or supplemented at any time or from time to time.

"Mortgaged Property" shall mean: (i) the Land and (a) the Improvements; (b) all estates, interests, licenses, rights and titles of Mortgagor in and to or benefiting the Land; (c) all easements, rights-of-way, estates, interests, rights and titles, if any, all streets, ways, alleys, passages, sewer rights, all of Mortgagor's right, title and interest in and to all plans and specifications, options, governmental approvals, permits, development rights, impact fee credits of any kind, water and sewer taps and sewer tap credits, and all other appurtenances whatsoever, in any way belonging, relating or appertaining to the Land including all present or future roads and sidewalks, in front of, or adjoining, the Land, and in and to any strips or gores of real estate adjoining the Land; (d) all passages, waters, water rights, water courses, riparian rights, other rights appurtenant to the Land including all mineral, oil and gas rights appurtenant to said Land, as well as any after-acquired title, franchises or licenses, and the reversions and remainders thereof; and (e) all estates, easements, concessions, interests, rights and titles appurtenant or incident to the foregoing; and (f) the Personal Property; and (g) all other estates, easements, interests, rights and titles which Mortgagor now has, or at any time hereafter acquires, in and to the Land, the Improvements, the Personal Property, and all property which is used or useful in connection therewith, including without limitation (i) all proceeds payable in lieu of or as compensation for loss or damage to any of the foregoing; (ii) all awards for a taking or for degradation of value in any eminent domain proceeding involving any of the foregoing; and (iii) the proceeds of any and all insurance (including without limitation, title insurance) covering the Land, the Improvements, the Personal Property, and any of the foregoing.

"Note" shall mean Mortgagor's Commercial Note, dated the same date as this Mortgage in the principal amount of \$1,846,000.00, as the same may be amended, modified, restated, supplemented, renewed, decreased, increased or replaced at any time or from time to time.

"Obligor" shall mean Mortgagor, any other guarantor, surety, endorser, partner in Mortgagor (if a partnership or joint venture) or other party directly or indirectly obligated, primarily or secondarily, for any portion of the Secured Indebtedness.

"Obligations" shall mean (i) any and all of the indebtedness, liabilities, covenants, promises, agreements, terms, conditions, and other obligations of every nature whatsoever, whether joint or several, direct or indirect, absolute or contingent, liquidated or unliquidated, of Mortgagor or any other

Obligor to Mortgagee, evidenced by, secured by, under and as set forth in the Commercial Note and Continuing Guaranty, this Mortgage and the other Loan Documents; (ii) any and all other indebtedness, liabilities and obligations of every nature whatsoever (whether or not otherwise secured or to be secured) of Mortgagor or any other Obligor (whether as maker, endorser, surety, guarantor or otherwise) to Mortgagee or any of Mortgagee's Affiliates, whether now existing or hereafter created or arising or now owned or howsoever hereafter acquired by Mortgagee or any of Mortgagee's Affiliates, whether such indebtedness, liabilities and obligations are or will be joint or several, direct or indirect, absolute or contingent, liquidated or unliquidated, matured or unmatured; (iii) any and all future advances under this Mortgage; (iv) any advances that Mortgagee may make to preserve or protect the Mortgaged Property or Mortgagee's interest therein; and (v) all expenses and costs, including without limitation attorneys' fees, incurred by Mortgagee in the preparation, execution, or enforcement of any document relating to any of the foregoing.

"Organizational Documents" shall mean, as to any Person which is not a natural person, the documents and/or instruments creating and/or governing the formation or operation of such Person, including without limitation such documents required to be filed with any governmental authority having jurisdiction over the creation or formation of such Person and including without limitation, articles of incorporation, bylaws, shareholder agreements, voting trust agreements, articles of organization, operating agreements, management agreements, certificates of limited partnership, partnership agreements, statements of qualification, trust agreements or indentures or other agreements or instruments as appropriate for such Person.

"Patriot Act" shall mean the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended at any time or from time to time.

"Person" shall mean any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof, or any other form of entity.

"Personal Property" shall mean the following, now owned or hereafter acquired by Mortgagor, and all accessories, attachments, additions, replacements, substitutes, products, proceeds, and accessions thereto or thereof: (i) all Rents and Leases; (ii) all other income or revenues of any kind now or hereafter derived from the operation of the Land and/or the Improvements, including without limitation overnight or other room rental charges, service fees and charges, and other fees for the use of all or any portion of the Mortgaged Property or any facilities thereon, or services provided thereon or therein, (iii) all general intangibles relating to the development or use of the Land and/or Improvements, including but not limited to all governmental permits relating to construction on the Land and/or, all names under or by which the Land and/or Improvements may at any time be operated or known, and all rights to carry on the business under any such names or any variant thereof, and all trademarks and goodwill in any way relating to the Land and/or Improvements; (iv) all water rights relating to the Land and/or Improvements that is owned by Mortgagor in common with others, and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Land and/or Improvements; (v) all insurance proceeds, surveys, plans and specifications, drawings, permits, warranties, guaranties, deposits, prepaid expenses, contract rights, and general intangibles now, or hereafter related to, any of the Land and/or Improvements; (vi) all property, personal or otherwise, at any time attached to or incorporated into or used in or about the Land and/or Improvements, including, without limitation, all fixtures, building materials, inventory, furniture, appliances, furnishings, goods, equipment, and machinery and all other tangible personal property affixed, attached or related to such property or used in connection

therewith; and (vii) all proceeds and claims arising on account of any damage to or taking of the Land and/or Improvements or any part thereof, and all causes of action and recovery for any loss or diminution in the value of the Land and/or Improvements and all rights of the Mortgagor under any policy or policies of insurance covering the Land and/or Improvements or any Rents relating to the Land and all proceeds, loss payments and premium refunds which may become payable with respect to such insurance policies.

"**Rents**" shall mean the rents, income, receipts, revenues, issues and profits now due or which may become due or to which Mortgagor may now or hereafter become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Mortgaged Property, or any part thereof, including, without limitation, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges (including monthly rental for parking spaces), tax and insurance premium contributions, and liquidated damages following default, premiums payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering the loss of rent resulting from destruction or damage to the Mortgaged Property which renders the Mortgaged Property unfit for occupancy by a tenant, together with any and all rights and claims of any kind which Mortgagor may have against any lessee or against any other occupants of the Mortgaged Property.

"**Secured Indebtedness**" shall mean: (i) all principal, interest, late charges, fees, premiums, expenses, obligations and liabilities of Mortgagor to Mortgagee arising pursuant to or evidenced or represented by the Note or guaranteed by the Guaranty; (ii) all indebtedness, liabilities, and obligations arising under this Mortgage or under any other Loan Documents; and (iii) any and all renewals, increases, extensions, modifications, rearrangements, or restatements of the Commercial Note and Continuing Guaranty or all or any part of the loans, advances, future advances, indebtedness, liabilities, and obligations described or referred to herein together with all costs, expenses, and attorneys' fees incurred in connection with the enforcement or collection thereof.

ARTICLE TWO - GRANT; WARRANTY OF TITLE

For good and valuable consideration, including the loan evidenced by and made pursuant to the Loan Agreement and the Note guarantied pursuant to the terms of the Guaranty, and in order to secure the Secured Indebtedness, Mortgagor does hereby **GRANT, BARGAIN, SELL, TRANSFER, ASSIGN, MORTGAGE, AND CONVEY** unto Mortgagee, and Mortgagee's successors and assigns, the Mortgaged Property, subject to the Permitted Exceptions, **TO HAVE AND TO HOLD** the Mortgaged Property, together with all and singular the rights, hereditaments, and appurtenances thereto, for the use and benefit of Mortgagee. Mortgagor for Mortgagor and Mortgagor's successors, hereby agrees to warrant and forever defend, all and singular, good and marketable unencumbered fee simple title to the Mortgaged Property unto Mortgagee, and Mortgagee's successors or assigns, forever, against every person whomsoever lawfully claiming, or to claim, the same or any part thereof; **subject, however,** to the Permitted Exceptions. The foregoing warranty of title shall survive the foreclosure of this Mortgage and shall inure to the benefit of and be enforceable by any person who may acquire title to the Mortgaged Property pursuant to such foreclosure.

ARTICLE THREE
REPRESENTATIONS, WARRANTIES AND COVENANTS

3.01 Representations and Warranties. Mortgagor represents and warrants to Mortgagee as follows:

(a) Mortgagor's Location. Mortgagor's principal place of business, location of its account records, mailing address and address for notices hereunder is set forth in the preamble hereof.

(b) Title. Mortgagor is the owner of good and marketable title to the Mortgaged Property, subject only to the Permitted Exceptions; Mortgagor has not previously sold, assigned, transferred or granted a lien or encumbrance in, and no liens or encumbrances exist in, the Mortgaged Property, or any part thereof.

(c) Access. The Mortgaged Property has full and free access to and from publicly dedicated streets and utilities' services and connections as are necessary for the occupancy and operation thereof.

(d) Information Provided. All reports, statements, financial statements, cost estimates and other data, furnished by or on behalf of Mortgagor or any other Obligor including, without limitation, any maps of survey, plans and specifications, and commitments for title insurance are true and correct in all material respects.

(e) Defaults. No event has occurred and is continuing which constitutes an Event of Default or would, with the lapse of time or giving of notice or both, constitute an Event of Default.

(f) Taxes. All taxes, assessments and other charges levied against the Mortgaged Property and currently payable have been paid in full.

(g) Commercial Loan. The Secured Indebtedness constitutes a contract under which credit is extended for business, commercial, investment, or other similar purpose, and is not for personal, family, household or agricultural use. Mortgagor warrants that the Mortgaged Property is not homestead and that Mortgagor nor any other party shall apply for homestead exemption while the Note is unpaid.

(h) No Casualty. The Mortgaged Property is not now damaged or injured as a result of any casualty.

(i) Priority of Security Interest. The security interests created pursuant to the terms of this Mortgage and the other Loan Documents (to the extent that they create security interests) are valid and subsisting security interests constituting first priority security interests in and to the collateral identified therein, subject to the Permitted Exceptions, all as more fully provided in the Loan Documents.

(j) Zoning. The Mortgaged Property is shown on the applicable zoning map as being zoned for a classification that permits Improvements and, except as expressly disclosed to Mortgagee in writing as of the date hereof, there are no conditional governmental permits relating to the use of the Mortgaged Property or any such Improvements.

(k) Permits. Except as expressly disclosed to Mortgagee in writing as of the date hereof, Mortgagor has obtained, and paid the fees for, all governmental permits and licenses.

(l) Compliance with Governmental Regulations. There are no material violations of governmental laws or regulations that pertain to the Mortgaged Property, and the existing Improvements do not violate any applicable building, fire or zoning codes or regulations of any governmental agencies having jurisdiction thereof or any restrictive covenants applicable thereto.

(m) No Adverse Change. There has been no material adverse change in the financial condition of the Mortgagor or any Obligor since the date of application for the loan evidenced by the Note, nor has any portion of the Mortgaged Property been taken by eminent domain or condemned.

(n) No Possessory Interests. Person has any possessory interest in the Mortgaged Property or right to occupy any portion thereof.

(o) Legal Proceedings. There are no claims, suits or other legal proceedings, pending or, to the actual knowledge of Mortgagor, on the date hereof, threatened against Mortgagor before any court or tribunal, which, if adversely determined, could (1) result in a judgment in money damages, or a fine or penalty against Mortgagor or the Mortgaged Property, (2) impair Mortgagor's ability to perform its obligations under the Loan Documents, (3) impair Mortgagor's ability to use or occupy any Improvements, or (4) reduce Mortgagor's income.

(p) Utilities. All utilities required by law or required for use and operation of the Mortgaged Property are available in sufficient capacity to meet the needs of the Improvements, and all lines for such utilities run either from publicly dedicated streets or, in the event they run through or over private property, there exist properly recorded easements which run with the land within which same run.

(q) Bankruptcy. There are no actions, whether voluntary or involuntary, pending or threatened under the United States Bankruptcy Code in which Mortgagor or any Obligor is a "debtor".

(r) Financial and Other Information. Any financial information furnished to Mortgagee with respect to Mortgagor, any guarantor, or the Mortgaged Property (a) is complete and correct in all material respects, (b) accurately presents the financial condition of such Persons as of the respective dates thereof and (c) has been prepared in accordance with principles or methods as are reasonably acceptable to Mortgagee. All other documents and information furnished to Mortgagee with respect to such Persons are correct in all material respects and complete insofar as completeness is necessary to give Mortgagee an accurate knowledge of their subject matter. If there has been disclosure of liabilities, such Persons have no material liability or contingent liability not disclosed to Mortgagee in writing and there is no material lien, claim, charge or other right of others of any kind (including liens or retained security titles of conditional vendors) on any property of such Persons not disclosed in any such financial statements or otherwise disclosed to Mortgagee in writing.

(s) Patriot Act. No Obligor is a Prohibited Person and each Obligor is in full compliance with all applicable, orders, rules, or regulations promulgated under or in connection with Executive Order 13224 and/or the Patriot Act.

3.02 Covenants. So long as this Mortgage shall remain in effect, Mortgagor covenants and agrees with Mortgagee as follows:

(a) **Payment of Obligations.** Mortgagor shall pay as and when due all amounts owing on the Obligations, including without limitation the Secured Indebtedness.

(b) **Other Loan Documents.** Mortgagor shall perform all covenants, agreements and undertakings required of Mortgagor under the other Loan Documents, as and when required thereunder.

(c) **Taxes.** Mortgagor shall pay, prior to delinquency, all taxes and assessments as to any of the Mortgaged Property, and shall furnish to Mortgagee (not later than ten (10) days prior to the date upon which such taxes or assessments would become delinquent) evidence satisfactory to Mortgagee of the timely payment of such taxes and assessments; **provided, however,** Mortgagor shall not be required to pay any such tax or assessment if and so long as the amount, applicability or validity thereof is being contested in good faith by appropriate legal proceedings and a bond has been posted in form and substance acceptable to Mortgagee, or if acceptable to Mortgagee in the alternative, appropriate cash reserves therefor have been deposited with Mortgagee, in each case, in an amount equal to the amount being contested plus a reasonable additional sum as determined by Mortgagee to cover costs, legal fees and expenses, interest and penalties.

(d) **Insurance.**

(i) **Type and Amounts.** Mortgagor shall maintain or cause to be maintained, to promptly pay, on or before the same becoming due, all premiums relative to, shall provide Mortgagee with evidence of such coverages as Mortgagee shall require with respect to, and shall name Mortgagee as an additional insured, loss payee and/or mortgagee, as appropriate, under, the following policies of insurance as and when required below, which must be carried with insurers approved by and acceptable to Mortgagee, in its sole discretion: (i) an "all risk" policy of insurance insuring against loss or damage by fire, casualty and other hazards as now are or subsequently may be covered by an "all risk" policy of insurance including, without limitation, riot and civil commotion, vandalism, malicious mischief, burglary and theft, lightning, hail, windstorm, and explosion; (ii) comprehensive general public liability insurance covering occurrences that may arise in the Mortgaged Property, including broad form property damage, blanket contractual and personal injuries (including death resulting therefrom); (iii) if any of the Mortgaged Property is located in an area designated as a special flood hazard area, insurance against flood hazards in the maximum amounts available under the National Flood Insurance Program; and (iv) such other coverages as Mortgagee may from time to time or at any time require. All policies of insurance required hereunder shall be satisfactory in form and substance to Mortgagee and shall be approved by Mortgagee as to amounts, form, risk coverage, deductibles, loss payees and insureds.

(ii) **Payment of Premiums.** Mortgagor shall pay, or cause to be paid, all insurance premiums at least thirty (30) days before such premiums become due and shall furnish Mortgagee satisfactory proof of such timely payments and shall deliver all renewal policies to Mortgagee at least thirty (30) days prior to the expiration of each expiring policy.

(e) Notice of Casualty. Mortgagor shall immediately deliver written notice to Mortgagee of any casualty loss affecting the Mortgaged Property that would cost more than \$25,000.00 to repair or replace.

(f) Compliance with Laws. Mortgagor shall comply with all governmental laws, ordinances, rules, and regulations applicable to the Mortgaged Property and its ownership, use, and operation, and shall comply with all, and not violate any, easements, restrictions, agreements, covenants, and conditions with respect to or affecting the Mortgaged Property, or any part thereof.

(g) Condition of Mortgaged Property. Mortgagor shall maintain, preserve, and keep the Mortgaged Property in good repair and condition at all times and from time to time. Mortgagor shall not permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property or of any part thereof. Except as otherwise provided in this Mortgage, no part of the Improvements shall be removed, demolished or altered, without the prior written consent of Mortgagee. Mortgagor shall have the right, without such consent, to remove and dispose of free from the lien of this Mortgage any part of the Improvements as from time to time may become worn out or obsolete, provided that such Improvements shall be replaced with other Improvements of equal utility and of a value at least equal to that of the replaced Improvements.

(h) Payments for Labor and Materials. Mortgagor shall pay promptly all bills for labor, materials and equipment incurred in connection with the Mortgaged Property, and shall never permit to be fixed against the Mortgaged Property, or any part thereof, any lien, even though inferior to the liens and security interests hereof, for any such bill which may be legally due and payable; **provided, however,** Mortgagor shall not be required to pay any such bill if the amount, applicability or validity thereof is being contested in good faith by appropriate legal proceedings and Mortgagor has furnished to Mortgagee a bond in form and substance acceptable to Mortgagee with corporate surety satisfactory to Mortgagee, or other security satisfactory to Mortgagee, and sufficient such that the contested lien shall be transferred from the Mortgaged Property to such bond.

(i) Further Assurances. Mortgagor shall execute and deliver forthwith to Mortgagee, at any time and from time to time upon request by Mortgagee, any and all additional instruments (including, without limitation, deeds of trust, mortgages, security agreements, assignments, and financing statements) and further assurances, and to do all other acts and things at Mortgagor's expense, as may be necessary or proper, in Mortgagee's reasonable opinion, to effect the intent of these presents, to more fully evidence and to perfect, the rights, titles and Liens, herein created or intended to be created hereby and to protect the rights of Mortgagee hereunder.

(j) Prohibition Against Liens. Without the prior written consent of Mortgagee, Mortgagor shall not create, incur, permit or suffer to exist in respect of the Mortgaged Property, or any part thereof, any other or additional lien on a parity with or superior or inferior to the liens and security interests hereof; **provided, however,** if any such lien now or hereafter affects the Mortgaged Property or any part thereof, Mortgagor covenants to timely perform all covenants, agreements and obligations required to be performed under or pursuant to the terms of any instrument or agreement creating or giving rise to such lien.

(k) Conveyance; Due On Sale. Without the prior written consent of Mortgagee, in Mortgagee's sole and absolute discretion (i.e., such consent may be withheld for any reason or for no reason whatsoever), Mortgagor shall not sell or otherwise alienate or dispose of (which shall include any installment sales contract or agreement for deed, lease-option agreement, ground lease, or lease

under which the tenant does not occupy any portion of the Mortgaged Property) the Mortgaged Property, or any part thereof, nor shall it permit the sale, transfer, assignment, pledge, encumbrance, or other disposition of any interest in Mortgagor or the right to receive distributions or profits from Mortgagor or the Mortgaged Property, or the change in control in Mortgagor or any Person comprising Mortgagor that results in a material change in the identity of the Person(s) in control of such entity. The foregoing shall include, without limitation, any transfer of any portion of the Mortgaged Property into an entity formed by or for Mortgagor for "estate planning" or succession purposes. In the event of the violation of any of the foregoing, Mortgagee may, at its election, declare the entire Secured Indebtedness to be immediately due and payable, without notice to Mortgagor (which notice Mortgagor hereby expressly waives); and upon such declaration, the entire Secured Indebtedness shall be immediately due and payable, anything contained in any Loan Document to the contrary notwithstanding, and the Mortgagee shall have such options as are provided herein and the Loan Documents. Mortgagee shall not be required to demonstrate any actual impairment of its security in order to exercise such option. The provisions hereof shall be operative with respect to, and be binding upon, any Persons who shall acquire any part or interest in or encumbrance upon the Mortgaged Property, or any interest in the Mortgagor. Any waiver by the Mortgagee of the provisions hereof shall not be a waiver of the right of the Mortgagee in the future to insist upon strict compliance with the provisions hereof.

(l) Inspections. During all business hours, Mortgagor shall allow any representative of Mortgagee to inspect the Mortgaged Property, and all books and records of Mortgagor, and to make and take away copies of such books and records. Mortgagor shall maintain complete and accurate books and records in accordance with good accounting practices.

(m) Expenses. Mortgagor shall promptly pay and hold Mortgagee harmless from all appraisal fees, survey fees, recording fees, abstract fees, title policy fees, escrow fees, inspection fees, attorneys' fees, and all other costs of every kind incurred by Mortgagee in connection with the Secured Indebtedness, the collection thereof and the exercise by Mortgagee of its rights and remedies hereunder and under the other Loan Documents. Additionally, Mortgagor agrees to reimburse Mortgagee of the cost of periodic field examinations of the Mortgagor's books and records at such intervals as Mortgagee may require.

(n) Mortgagee's Right to Make Certain Payments. In the event Mortgagor fails to pay and/or discharge the taxes, assessments, liens, levies, liabilities, obligations and encumbrances, or fails to keep the Mortgaged Property insured or to deliver the policies, premiums paid or fails to repair the Mortgaged Property as herein agreed, Mortgagee is hereby authorized at its election to pay and/or discharge, the taxes, assessments, liens, levies, liabilities, obligations and encumbrances or any part thereof, to procure and pay for such insurance or to make and pay for such repairs, without any obligation on its part to determine the validity and/or necessity thereof, and without Mortgagee waiving or affecting any option, lien, equity or right under or by virtue of this Mortgage. The full amount of each and every such payment made by the Mortgagee shall be secured by this Mortgage and become immediately due and payable by Mortgagor and shall bear interest from date thereof until paid at the default rate set forth in the Note and together with such interest. Nothing herein contained shall be deemed as requiring Mortgagee to advance or spend monies for any of the purposes mentioned in this paragraph.

(o) Payment of Utilities. Mortgagor shall pay promptly all charges for utilities or services related to the Mortgaged Property.

(p) Patriot Act Compliance. Mortgagor shall not, and shall use commercially reasonable efforts to ensure that any other Obligor or Affiliate of Mortgagor or any such Obligor shall not: (i) conduct any business, or engage in any transaction or dealing, with any Prohibited Person, including without limitation knowingly making or receiving any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person; or (ii) 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 Executive Order 13224 or the Patriot Act. On request from time to time by Mortgagee, Mortgagor shall promptly deliver to Mortgagee any such certification or other evidence as Mortgagee shall reasonably require confirming that, to Mortgagor's knowledge, no violation of this subsection shall have occurred.

ARTICLE FOUR - ENVIRONMENTAL MATTERS

4.01 Representations and Warranties. Mortgagor represents and warrants to Mortgagee as follows: (i) neither the Mortgaged Property nor the Mortgagor is in violation of or subject to any existing, pending or threatened investigation by any governmental authority under any Environmental Law; (ii) Mortgagor has not and is not required by any Environmental Law to obtain any permits or license to construct or use any improvements, fixtures or equipment forming a part of the Mortgaged Property; (iii) Mortgagor has made diligent inquiry into previous uses and ownership of the Mortgaged Property, and has determined that no Hazardous Substance has been disposed of or released on or to the Mortgaged Property; (iv) Mortgagor's prior, current and intended future use of the Mortgaged Property will not result in the disposal or release of any Hazardous Substance on or to the Mortgaged Property except as permitted by applicable law.

4.02 Environmental Matters. Mortgagor shall not use, generate, manufacture, store, release, discharge, or dispose of on, under, or about the Mortgaged Property or transport to or from the Mortgaged Property any Hazardous Substance or allow any other person or entity to do so except under conditions permitted by applicable laws (including all Environmental Laws). Mortgagor shall keep and maintain the Mortgaged Property in compliance with, and shall not cause or permit the Mortgaged Property to be in violation of, any Environmental Law. Mortgagor shall give prompt written notice to Mortgagee of: (i) any proceeding or inquiry by any governmental authority with respect to the presence of any Hazardous Substance on the Mortgaged Property or the migration thereof from or to other property; (ii) all claims made or threatened by any third party against Mortgagor or the Mortgaged Property relating to any loss or injury resulting from any Hazardous Substance; and (iii) Mortgagor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Mortgaged Property that could cause the Mortgaged Property or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Mortgaged Property under any Environmental Law, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Mortgaged Property under any Environmental Law. Mortgagor shall provide to Mortgagee copies, contemporaneously with filing same, of all reports, inventories, notices or other forms filed or submitted to the Environmental Protection Agency, or any state or local agency having responsibility for overseeing or enforcing any Environmental Laws. In the event that any investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature (the "Remedial Work") is reasonably necessary under any applicable local, state or federal law or regulation, any judicial order, or by any governmental entity because of, or in connection with, the current or future presence or release of a Hazardous Substance, Mortgagor shall within such period of time as may be required under any applicable law, regulation, order or agreement, commence and thereafter diligently prosecute to completion, all such Remedial Work. All Remedial Work shall be performed by competent contractors. All costs and expenses of such Remedial Work shall be paid by Mortgagor including, but not limited to, Mortgagee's reasonable attorneys' fees and

costs incurred in connection with review of such Remedial Work. In the event Mortgagor shall fail to diligently prosecute to completion such Remedial Work, Mortgagee may, but shall not be required to, cause such Remedial Work to be performed and all costs and expenses thereof, or incurred in connection therewith, shall become part of the Secured Indebtedness.

4.03 Environmental Indemnity. Mortgagor shall protect, indemnify and hold harmless Mortgagee, its directors, officers, employees, agents, successors and assigns from and against any and all loss, damage, cost, expense or liability (including attorneys' fees and costs) directly or indirectly arising out of or attributable to the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, or presence of a Hazardous Substance on, under or about the Mortgaged Property whether known or unknown, fixed or contingent, occurring prior to the termination of this Mortgage, including, but not limited to: (i) all foreseeable consequential damages; and (ii) the costs of any required or necessary repair, cleanup or detoxification of the Mortgaged Property and the preparation and implementation of any closure, remedial or other required plans. This indemnity shall survive the release of the lien of this Mortgage, or the extinguishment of the lien by foreclosure or action in lieu thereof, and this covenant shall survive such release or extinguishment. These covenants and requirements shall be in addition to, and not in substitution of, any other covenants and requirements under any separate environmental indemnification executed in favor of Mortgagee in connection with the transactions evidenced by this Mortgage.

ARTICLE FIVE - EVENTS OF DEFAULT; WAIVERS; REMEDIES

5.01 Events of Default. Any one or more of the following shall constitute an "Event of Default" hereunder:

(a) the failure to pay when due (i) any payment of principal and/or interest on the Secured Indebtedness or any other obligation of any Obligor to Mortgagee under the Note or any other Loan Document, whether a regularly scheduled payment, at maturity or by acceleration, or (ii) any taxes or assessments described in Section 3.02 of this Mortgage, or (iii) any insurance premiums required to keep the insurance coverage required by this Mortgage or any other Loan Document in full force and effect at any time, or (iv) any other monetary sum required to be paid pursuant to the terms of any other Loan Document or any instrument evidencing the Permitted Exceptions;

(b) a default which is not otherwise the subject of any other provision of this Article 5 shall occur in the performance of any of the covenants or agreements of any Obligor contained in the Commercial Note, this Mortgage, any guaranty, or any other Loan Document;

(c) if any representation or warranty of any Obligor in any of this Mortgage, the other Loan Documents, any endorsement, any guaranty, or in any certificate or statement furnished at any time thereunder or in connection therewith proves to be untrue or misleading in any material respect when made or furnished;

(d) a default that remains uncured within the applicable grace or curative period, if any, shall occur under any other obligation, liability or indebtedness of any Obligor to any other party that, in the opinion of Mortgagee, causes a material adverse change in the financial condition of Mortgagor or any other Obligor;

(e) the commencement of a proceeding by or against any Obligor for dissolution or liquidation, the voluntary or involuntary termination or dissolution of any Obligor or the merger or consolidation of any Obligor with or into another entity;

(f) the insolvency of, the business failure of, the appointment of a custodian, trustee, liquidator or receiver for or for any of the property of, the assignment for the benefit of creditors by, or the filing of a petition under bankruptcy, insolvency or debtor's relief law or the filing of a petition for any adjustment of indebtedness, composition or extension by or against any Obligor or affecting the Mortgaged Property, and in the case of an involuntary bankruptcy or insolvency proceeding only, the same is not dismissed within sixty (60) days of the date of filing thereof;

(g) the death or legal incapacity of any Obligor who is a natural person;

(h) the entry of a judgment against any Obligor which Mortgagee deems to be of a material nature, in Mortgagee's sole discretion, which is not released or satisfied within ten (10) days of the entry thereof;

(i) the seizure or forfeiture of, or the issuance of any writ of possession, garnishment or attachment, or any turnover order for any property of any Obligor, including without limitation the Mortgaged Property;

(j) should Mortgagee's liens, mortgages or security interests, including without limitation this Mortgage, in any of the collateral for the Note, including without limitation the Mortgaged Property, become unenforceable, or cease to be first priority liens, mortgages or security interests;

(k) should any additional liens be granted upon the Mortgaged Property, or should a default occur under the terms of any agreement, declaration, indenture, mortgage or other security instrument that results in the creation of a lien or other security interest in the Mortgaged Property, whether such lien or security interest is superior or inferior in priority to this Mortgage;

(l) condemnation or taking by eminent domain of all or any material part (as determined by Mortgagee in its sole discretion) of the Mortgaged Property; or

(m) should any notice provided for in Section 697.04 (or any successor statute), Florida Statutes, be filed of record for all or any part of the Mortgaged Property.

5.02 Remedies of Mortgagee. Upon the occurrence of any Event of Default, the Mortgagee may immediately do any one or more of the following:

(a) Declare the outstanding principal amount of the Note and the interest accrued thereon, and all other sums comprising the Secured Indebtedness, to be due and payable immediately, and upon such declaration such principal and interest and other sums shall immediately become due and payable without demand, notice or presentment for payment.

(b) Mortgagee may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy (i) to enforce payment of the Note or the performance of any term hereof or any other right; (ii) to foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property under the judgment or decree of the court or courts of competent jurisdiction; (iii) to collect all Rents, issues, profits, revenues, income, proceeds or other benefits from the Mortgaged Property pursuant to applicable law, and as further described in Section 7 of this Mortgage; (iv) without regard to the value, adequacy or occupancy of the Mortgaged Property, to seek appointment of a receiver; (v) to enter upon and take possession of the Mortgaged Property and to

collect all Rents, issues, profits, revenues, income or other benefits thereof, and such receiver shall have all rights and powers permitted under law; (vi) to pursue any other remedy available to it, including, but not limited to, taking possession of the Mortgaged Property without notice or hearing to Mortgagor; (vii) to make repairs, alterations, additions and improvements to the Mortgaged Property for the purpose of preserving it or its value; or (viii) to surrender all insurance policies. Mortgagee shall take action either by such proceedings or by the exercise of its power with respect to entry or taking possession, or both as Mortgagee may determine.

(c) Upon any foreclosure sale, Mortgagee may bid for and purchase the Mortgaged Property and, upon compliance with the terms of sale, may hold, retain and possess and dispose of the Mortgaged Property in its own absolute right without further accountability to any person or entity, including, but not limited to, other creditors of Mortgagor. Mortgagee may, if permitted by law, and after allowing for costs and expenses of the sale, compensation and other charges, in paying the purchase price, apply any portion of or all of the indebtedness and other sums due to Mortgagee under the Note, this Mortgage or any other instrument securing the Note, in lieu of cash, to the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon. Mortgagee shall, unless precluded under applicable law from seeking a deficiency judgment against Mortgagor, be entitled to enforce payment from Mortgagor of all amounts then remaining due and unpaid and to recover judgment against Mortgagor or any other person liable for payment of the Obligations pursuant to the instruments evidencing the Obligations, for any portion thereof remaining unpaid, with interest at the "Default Rate" as provided in the Note.

(d) Mortgagee shall have the power and authority to institute and maintain any suits and proceedings as Mortgagee may deem advisable (i) to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or any violation of this Mortgage, (ii) to preserve or protect its interest in the Mortgaged Property, and (iii) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order might impair the security hereunder or be prejudicial to Mortgagee's interest.

(e) If Mortgagor has defaulted in its obligation to procure and maintain in full force and effect, the insurance as described in this Mortgage, or any other insurance required by any other Loan Document or by any applicable State or Federal regulation, then Mortgagee may, at its sole option, but Mortgagee shall not be required to, procure and maintain such insurance coverage for the Mortgaged Property as Mortgagee shall elect in its sole discretion ("Force Placed Insurance"). The sole beneficiary under any Force Placed Insurance policy shall be Mortgagee, and Mortgagor shall have no rights or benefits thereunder, including any right to collect proceeds of or benefits under any Force Placed Insurance policy following destruction of the Mortgaged Property, or any portion thereof. All amounts paid by Mortgagee for premiums for Force Placed Insurance on the Mortgaged Property shall be added to balance of the Obligations secured by this Mortgage and such amounts shall accrue interest at the "Default Rate" as provided in the Note.

(f) In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceedings affecting Mortgagor, the Mortgaged Property, any Obligor, or its property, then Mortgagee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have its claims allowed in such proceedings for the entire amount due and payable by Mortgagor for the Secured Indebtedness [or under the Guaranty, as applicable,] at the date of the institution of such proceedings, and for any additional amounts which may become due and payable by Mortgagor after such date.

(g) Pursue any and all remedies available under the Code, it being agreed that ten (10) days' notice as to the time, date and place of any proposed sale shall be reasonable.

(h) Exercise any and all rights or other remedies as contained in the other Loan Documents.

5.03 Waiver of Appraisement, Valuation, Stay, Marshaling, Extension and Redemption Laws. Mortgagor agrees to the fullest extent permitted by law, that upon the occurrence or continuation of an Event of Default, if Mortgagee has elected to enforce its remedies hereunder or at law, neither Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Mortgaged Property of the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully do, the benefit of all such laws, and any and all right to have the assets comprising the Mortgaged Property marshaled upon any foreclosure of the lien hereof, and agrees that Mortgagee or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property in part or as an entirety.

5.04 Remedies Cumulative. The rights of Mortgagee and its successors and assigns hereunder or under any other Loan Document, shall be separate, distinct and cumulative of other powers and rights herein granted and all other rights which Mortgagee may have in law or equity, and none of them shall be in exclusion of the others; and all of them are cumulative to the remedies for collection of indebtedness, enforcement of rights under mortgages, and preservation of security as provided at law, and such remedies may be pursued by Mortgagee concurrently. No act of Mortgagee or its successors or assigns, shall be construed as an election to proceed under any one provision to the exclusion of any other provision, or an election of remedies to the bar of any other remedy allowed at law or in equity, anything herein or otherwise to the contrary notwithstanding. All remedies granted to Mortgagee shall be exercised as often as may be deemed appropriate by Mortgagee following the occurrence and continuation of any Event of Default.

ARTICLE SIX - SECURITY AGREEMENT

6.01 Grant and Perfection of Security Interest. Mortgagor hereby transfers, assigns, delivers and grants to Mortgagee a security interest in and right of set-off against the Personal Property as security for payment of the Secured Indebtedness. Mortgagor hereby authorizes Mortgagee to file in each and every jurisdiction as Mortgagee shall determine one or more financing statements (or a photocopy of this Mortgage in substitution for a financing statement), continuation statements or amendments thereto as Mortgagee shall at any time or from time to time determine, and otherwise containing such information as is required or is permissible to be contained in a financing statement filed pursuant to Article 9 of the Code. Mortgagor shall have possession of the Personal Property, except to the extent otherwise expressly provided in this Mortgage or where Mortgagee elects, in its sole and absolute discretion, to perfect its security interest by possession in addition to or instead of filing of a financing statement. To the extent that any Personal Property is in the possession of a third party, Mortgagor agrees that it shall join with Mortgagee, and take such other steps as Mortgagee shall require, in notifying, but also hereby authorizes Mortgagee to directly notify without Mortgagor's joinder, the third party of Mortgagee's security interest and obtaining an acknowledgment in such form or forms as Mortgagee shall require from the third party that it is holding the Personal Property or such portion as is held by the third party for the benefit of the Mortgagee and subject to the security interest

granted herein and the operation of this Mortgage. Mortgagor agrees that it shall join with Mortgagee, and take such other steps as Mortgagee shall require, in obtaining "control" of any Investment Property, Deposit Accounts, Letter of Credit Rights or Electronic Chattel Paper (as such terms are defined in the Code) forming any part of the Personal Property, with any agreements establishing control to be in form and substance satisfactory to Mortgagee.

6.02 Notice of Change in Location. Mortgagor covenants and agrees that in the event that the state of its "location," as used in the Code, shall change from its "location" existing as of the date hereof, Mortgagor shall notify Mortgagee in writing within fifteen (15) days thereof and shall further provide to Mortgagee the state of its location and shall take all such actions as are required in order to perfect or continue the perfection of Mortgagee's security interest in the Personal Property.

ARTICLE SEVEN - ASSIGNMENT OF RENTS

7.01 Assignment. Mortgagor does hereby grant, transfer and assign unto Mortgagee its rights under (i) the Leases; (ii) any and all guaranties of payment or performance of the obligations of any lessee under any Leases; and (iii) all Rents or issues from the Mortgaged Property; **provided, however,** that Mortgagee hereby grants to Mortgagor a license to collect and receive all Rents, which license shall be revocable by notice from Mortgagee to Mortgagor at any time after the occurrence and during the continuation of an Event of Default.

7.02 Specific Remedies Under Assignment of Rents Upon Default or Event of Default. Upon the occurrence of any default or Event of Default under this Mortgage or any other Loan Document, Mortgagee may exercise any and all rights and remedies contained in this Mortgage and the other Loan Documents, and Mortgagee, without in any manner waiving such default, may at its sole option (a) without notice and without regard to the adequacy of the security for the indebtedness evidenced by the Loan Documents, either in person, by agent or by a receiver appointed by the court, enforce the assignment evidenced by this Mortgage and take possession of the Mortgaged Property and have, hold, manage, lease and operate the same on such terms and for such period of time as Mortgagee may deem proper, and, either with or without taking possession of said Mortgaged Property in its own name, and (b) to dispossess by summary proceedings any tenant defaulting in the payment of Rents to Mortgagee, and (c) to rent or lease the Mortgaged Property or any part thereof including renewals of Leases, and (d) make demand directly to tenants in occupancy or to Mortgagor or any other Obligor, or to all of them, at Mortgagee's sole election, or sue for or otherwise directly collect and receive all Rents of said Mortgaged Property directly from tenants in occupancy, including those past due and unpaid, with full power to make from time to time all alterations, renovations, repairs thereto or replacements thereof as may seem proper to Mortgagee, and to apply such Rents to the payment of (i) expenses of managing the Mortgaged Property, including, but not limited to, the salaries, fees and wages of a managing agent and such other employees as Mortgagee may deem necessary or desirable and all expenses of operating and maintaining the Mortgaged Property, including, but not limited to, all taxes, charges, claims, assessments, water rents, sewer rents and any other liens and premiums for insurance which Mortgagee may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Mortgaged Property which Mortgagee may deem necessary or desirable, and (ii) the Secured Indebtedness, together with all costs, attorneys' fees and paralegals' fees, in such order of priority as Mortgagee in its sole discretion may determine, notwithstanding any statute, law, custom or usage to the contrary. Nothing contained herein shall impair or affect any right or remedy which Mortgagee might now or hereafter have, but the remedies provided herein shall be in addition to any others which Mortgagee may have hereunder or under Florida law, including without limitation, the right to seek sequestration of Rents under Section 697.07, Florida Statutes (or any successor statute, and as amended

from time to time). Exercise by Mortgagee of the options granted by this Mortgage and this Section 7.04, the collection of Rents, and the application thereof as herein provided, shall not be considered a waiver of any default by Mortgagor or any other Obligor hereunder or under the Loan Documents.

ARTICLE EIGHT – MISCELLANEOUS

8.01 Condemnation and Eminent Domain. Mortgagee shall be entitled to receive any and all sums which may be awarded or become payable to Mortgagor for the condemnation of, or taking upon exercise of the right of eminent domain with respect to, any of the Mortgaged Property or as a result of private sale in lieu thereof, and any sums which may be awarded or become payable to Mortgagor for damages caused by public works or construction on or near the Mortgaged Property. Mortgagor shall give immediate written notice to Mortgagee of any such proceedings affecting the Mortgaged Property, and shall afford Mortgagee an opportunity to participate in any proceeding or settlement of awards with respect thereto. All sums are hereby assigned to Mortgagee, and Mortgagor shall, upon request of Mortgagee, make, execute, acknowledge, and deliver any and all additional assignments and documents as may be necessary from time to time to enable Mortgagee to collect and receipt for any such sums. Mortgagee shall not be, under any circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any of such sums. Any sums so collected shall be applied by Mortgagee, first, to the expenses, if any, of collection, and then to the Secured Indebtedness, and if any sums then be remaining then to Mortgagor.

8.02 Insurance Proceeds. Mortgagee is authorized and empowered to collect and receive the proceeds of any and all insurance that may become payable with respect to any of the Mortgaged Property. In event of any casualty loss, Mortgagor shall give immediate notice by mail to Mortgagee and Mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payments for such loss directly to Mortgagee instead of to Mortgagor or to Mortgagor and Mortgagee jointly. The insurance proceeds or any part hereof may be applied by Mortgagee at its option, after deducting therefrom all its expenses including attorneys' fees, either to reduction of the Secured Indebtedness or the restoration or repair of the property damaged. Mortgagee is hereby authorized, at its option, to settle and compromise any claims, awards, damages, rights of action and proceeds, and any other payment or relief under any insurance policy. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the Secured Indebtedness, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8.03 After-Acquired Property. The lien of this Mortgage shall automatically attach, without further act, to all after-acquired property of Mortgagor located in or on, or attached to, or used or intended to be used in connection with the operation of the Mortgaged Property or Mortgagor's business thereon and shall, without further act of any party, be subject to the provisions of this Mortgage.

8.04 Illegality. If any provision of this Mortgage is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Mortgage, the legality, validity, and enforceability of the remaining provisions of this Mortgage shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision there shall be added automatically as a part of this Mortgage a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

8.05 Counterparts. This Mortgage may have simultaneously been executed in a number of identical counterparts, each of which, for all purposes, shall be deemed an original.

8.06 **Exhibits.** All exhibits attached hereto are by this reference made a part hereof.

8.07 **Indemnity.** Mortgagor hereby agrees to indemnify and hold Mortgagee harmless from and against, any and all losses, damages, claims, costs, penalties, causes of action, liabilities and expenses, including court costs and attorneys' fees, howsoever arising (including, without limitation, for injuries to or deaths of persons and damage to property), from or incident to the ownership of the Mortgaged Property and development, use, possession, maintenance, management, and construction.

8.08 **Singular; Plural.** Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.

8.09 **Headings.** The captions, headings, and arrangements used in this Mortgage are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

8.10 **Notices.** Whenever this Mortgage requires or permits any consent, approval, notice, request, or demand from one party to another, the consent, approval, notice, request, or demand must be in writing to be effective and shall be deemed to have been given when personally delivered or deposited in the United States mails, registered or certified, return receipt requested, addressed to the party to be notified at the address set forth in the preamble hereof (or at such other address as may have been designated by written notice).

8.11 **Governing Laws.** The substantive laws of the State of Florida shall govern the validity, construction, enforcement, and interpretation of this Mortgage, and the other Loan Documents, unless otherwise specified therein.

8.12 **Time of Essence.** Time is of the essence of this Mortgage.

8.13 **Fixture Filing.** This Mortgage shall also constitute a security agreement with respect to the Personal Property and a "fixture filing" for purposes of the Code. Portions of the Personal Property are or may become fixtures. Information concerning the security interests herein granted may be obtained at the addresses stated in the preamble hereof.

8.14 **Financing Statement.** Mortgagee shall have the right at any time to file this Mortgage as a financing statement, but the failure to do so shall not impair the validity and enforceability of this Mortgage in any respect whatsoever. A carbon, photographic, or other reproduction of this Mortgage, or any financing statement relating to this Mortgage, shall be sufficient as a financing statement.

8.15 **Entire Agreements; Amendments.** This Mortgage, the Note and the other documents executed in connection herewith represent 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 unwritten oral agreements between the parties. This Mortgage cannot be amended except by agreement in writing by the party against whom enforcement of the amendment is sought. The modification hereof or of the Obligations, or the release of any portion of the Mortgaged Property from the lien hereof shall not impair the priority of the lien of this Mortgage or the remaining Mortgaged Property encumbered hereby.

8.16 **Assignment; Successors and Assigns.** The terms "Mortgagor" and "Mortgagee" herein shall include the parties named above as Mortgagor and Mortgagee, respectively, and their successors and assigns, and all covenants and agreements contained in this Mortgage, by or on behalf

of Mortgagor or Mortgagee, shall bind and inure to the benefit of their respective successors and assigns. Mortgagor shall not be entitled to assign its rights and obligations under this Mortgage without the prior written consent of Mortgagee. If Mortgagee issues its prior written consent to Mortgagor's assignment of this Mortgage, then Mortgagor shall, notwithstanding any such consent, continue to be fully liable for the payment and performance obligations owed to Mortgagee under this Mortgage as if it were the "Mortgagor" hereunder. Mortgagee may at any time, and from time to time, as it may deem appropriate, assign all or part of all of its rights and interests under this Mortgage, the Note, and the other Loan Documents and any guaranties of the Obligations. In such event, this Mortgage shall continue to apply in full force and effect, and Mortgagee and/or its successors and assigns agree to give Mortgagor notice of any such assignment whereby Mortgagee does not retain the servicing of the Obligations; **provided, however,** the failure of Mortgagee to give such notice shall not affect the validity of any such assignment or any obligations of Mortgagor under this Mortgage, the Note or any other of the Loan Documents executed in connection therewith. In the event of an assignment by Mortgagee, such assignment shall be deemed to have been made pursuant to the terms of this Mortgage and not to be in modification hereof.

8.17 No Right of Setoff. No setoff or claim that Mortgagor may now or in the future have against Mortgagee shall relieve or excuse Mortgagor from paying the installments under the Note or performing any other obligation secured hereby when the same is due.

8.18 No Third Party Benefitted. This Mortgage is made for the purpose of setting forth rights and obligations of Mortgagor and Mortgagee and the other parties hereto, and no other Person shall have any rights hereunder or by reason hereof.

8.19 Nonliability of Mortgagee. Mortgagor acknowledges and agrees that:

(a) the relationship between Mortgagor and Mortgagee is and shall remain solely that of debtor and creditor, and Mortgagee neither undertakes nor assumes any responsibility to review, inspect, supervise, approve or inform Mortgagor of any matter in connection with the development, construction and operation of the Mortgaged Property, as applicable, including matters relating to (i) plans and specifications, (ii) activities or actions of architects, contractors, subcontractors and materialmen, or the workmanship of or materials used by any of them with respect to the Mortgaged Property, or (iii) if applicable, progress of the construction of any Improvements on the Mortgaged Property or their conformity with any plans and specifications. Mortgagor shall rely entirely on its own judgment with respect to the foregoing matters and acknowledges that any review, inspection, supervision, approval or other information supplied to Mortgagee in connection with such matters is solely for the protection of Mortgagee and that neither Mortgagor nor any other third party, including any "guarantor" shall be entitled to rely on Mortgagee for such purposes;

(b) notwithstanding any other provision of any Loan Document to the contrary, (i) Mortgagee is not a partner, joint venturer, alter-ego, manager, controlling person or other business associate or participant of any kind with Mortgagor and Mortgagee does not intend to ever assume any such status; and (ii) Mortgagee shall not be deemed responsible for or be deemed to be a participant in any acts, omissions or decisions of Mortgagor;

(c) Mortgagee shall not be directly or indirectly liable or responsible for any loss or injury of any kind to any Person or property resulting from any construction on, or occupancy or use of, the Mortgaged Property, whether arising from: (i) any defect in any building, grading, landscaping or other onsite or offsite improvement; (ii) any act or omission of Mortgagor or any of

Mortgagor's agents, employees, independent contractors, licensees or invitees; or (iii) any accident on the Mortgaged Property or any fire or other casualty or hazard thereon;

(d) by accepting, requiring or approving anything required to be performed or given to Mortgagee under this Mortgage or any other Loan Document (or by failing to accept, require or approve same), including any certificate, financial statement, inspection, survey, plans and specifications, appraisal or insurance, Mortgagee shall not be deemed to have warranted or represented the sufficiency or legal effect of the same, and no such acceptance or approval shall constitute a warranty, representation or undertaking by Mortgagee to anyone; and

(e) Mortgagee shall not be liable for any omission, error of judgment or act done by Mortgagee in good faith, or be otherwise responsible or accountable to Mortgagor under any circumstances whatsoever, nor shall Mortgagee be personally liable in case of entry by Mortgagee, or anyone entering by virtue of the powers granted under this Mortgage, upon the Mortgaged Property or for debt contracted or for damages incurred in the management or operation of the Mortgaged Property, and Mortgagee shall have the right to rely on any instrument, document, or signature authorizing or supporting any action taken or proposed to be taken by Mortgagee hereunder, believed by Mortgagee in good faith to be genuine.

8.20 Right to Modify. Without affecting the obligation of Mortgagor to pay and perform as herein required, without affecting the personal liability of any person for payment of the Obligations including without limitation the Secured Indebtedness, and without affecting the lien or priority of the lien hereof on the Mortgaged Property, Mortgagee may, at its option, extend the time for payment of the Obligations or any portion thereof, reduce the payments thereon, release any person liable on any portion of the Obligations, accept a renewal note or notes therefor, modify the terms of the Secured Indebtedness, release or reconvey any part of the Mortgaged Property, take or release other or additional security, consent to the making of any map or plat thereof, join in granting any easement thereon, or join in any extension agreement or agreement subordinating the lien hereof. Any such action by Mortgagee may be taken without Mortgagor's consent and without the consent of any subordinate lienholder, and shall not affect the priority of this Mortgage over any subordinate lien.

8.21 Expenses of Recording. Mortgagor agrees to pay all recording fees, documentary stamp taxes, intangible taxes, charges and filing, registration and recording fees imposed upon this Mortgage, the recording or filing thereof, or upon the Mortgagee by reason of its ownership of this Mortgage, or its enforcement thereof.

8.22 Attorneys' Fees. The term "attorneys' fees" as used herein shall also include charges for paralegals, law clerks and other staff members operating under the supervision of an attorney, and shall also include, without limitation, any allocated costs of Mortgagee's in-house counsel to the extent permitted by applicable law. Any award or payment of attorneys' fees hereunder or by order of a court of competent jurisdiction shall include as a part thereof any and all sales and/or use taxes imposed thereon by any appropriate governmental authority.

8.23 Future Advances. Any additional sum or sums advanced by the then holder of the Note secured hereby, to or for the benefit of Mortgagor, whether obligatory or made at the option of Mortgagee, or otherwise, at any time within twenty (20) years from the date of this Mortgage, with interest at the rate agreed upon at the time of each additional loan or advance, shall be equally secured with and have the same priority as the original indebtedness and be subject to all of the terms and provisions of this Mortgage, whether or not such additional loan or advance is evidenced by a promissory note of the borrowers and whether or not identified by a recital that it is secured by this

Mortgage; provided that the aggregate amount of principal indebtedness outstanding and so secured at any one time shall not exceed a maximum principal sum equal to two (2) times the face amount of the Note, plus interest thereon and any disbursements made for the payment of taxes, levies, insurance or other sums in connection with the Mortgaged Property with interest on such disbursements.

8.24 WAIVER OF JURY TRIAL. THE PARTIES TO THIS MORTGAGE KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS EITHER MAY HAVE TO TRIAL BY JURY IN ANY LEGAL PROCEEDING BASED ON, ARISING OUT OF, OR IN ANY WAY RELATED TO: THIS AGREEMENT, THE OBLIGATIONS, ANY NOTES, LOAN AGREEMENTS, OR ANY OTHER LOAN DOCUMENT OR AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH ANY OF THE OBLIGATIONS; OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. THIS JURY WAIVER ALSO APPLIES TO ANY CLAIM, COUNTERCLAIM, CAUSE OF ACTION OR DEMAND ARISING FROM OR RELATED TO (I) ANY COURSE OF CONDUCT, COURSE OF DEALING, OR RELATIONSHIP OF MORTGAGOR, ANY OBLIGOR, OR ANY OTHER PERSON WITH MORTGAGEE OR ANY EMPLOYEE, OFFICER, DIRECTOR OR ASSIGNEE OF MORTGAGEE IN CONNECTION WITH THE OBLIGATIONS; OR (II) ANY STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON BY OR ON BEHALF OF LENDER TO MORTGAGOR, ANY OBLIGOR, OR ANY OTHER PERSON IN CONNECTION WITH THE OBLIGATIONS, REGARDLESS OF WHETHER SUCH CAUSE OF ACTION OR DEMAND ARISES BY CONTRACT, TORT OR OTHERWISE. BORROWER HEREBY ACKNOWLEDGES THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO THE MORTGAGEE IN EXTENDING CREDIT TO THE MORTGAGOR, THAT THE MORTGAGEE WOULD NOT HAVE EXTENDED SUCH CREDIT WITHOUT THIS JURY TRIAL WAIVER, AND THAT MORTGAGOR HAS BEEN REPRESENTED BY AN ATTORNEY OR HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY IN CONNECTION WITH THIS JURY TRIAL WAIVER AND UNDERSTANDS THE LEGAL EFFECT OF THIS WAIVER. MORTGAGOR FURTHER CERTIFIES THAT NO PERSON HAS REPRESENTED TO IT, EXPRESSLY OR OTHERWISE, THAT MORTGAGEE OR ANY OTHER PERSON WOULD NOT, IN THE EVENT OF A LEGAL PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER.

SIGNATURES AND NOTARY ON NEXT PAGE

Mortgagor:

**FAMILY INTERNATIONAL HOME
BUILDERS LLC, a Florida limited liability
company**

Tatiana Murray
By: Tatiana Murray

Title: Authorized Member

Freddie Murray
By: Freddie Murray
Title: Authorized Member

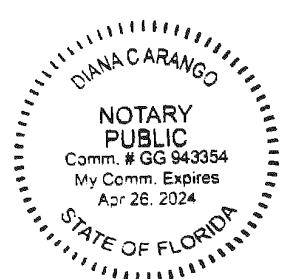
Alphonso Derosiers
By: Alphonso Derosiers
Title: Authorized Member

Randell J. Walden, Sr.
By: Randell J. Walden, Sr.
Title: Authorized Member

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of physical presence or
 online notarization, this 26 day of January 2023, by Tatiana Murray, as Authorized Member of
Family International Home Builders LLC, who is personally known to me OR has produced
Drivers, as identification.

(SEAL)



Diana C. Carango
Notary Public (Signature of Notary)

Diana C. Carango

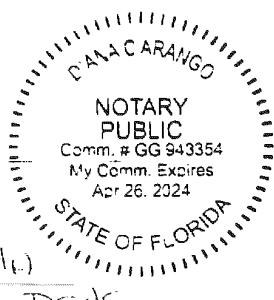
Name legibly printed, typewritten or stamped

My Commission Expires: 4/26/2024

STATE OF F LORIDA
COUNTY OF MURRAY - DATE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25 day of January 2023, by Freddie Murray, as Authorized Member of Family International Home Builders LLC, who is personally known to me OR has produced Drivers, as identification.

(SEAL)



Notary Public (Signature of Notary)

DIANA C. CARANGO

Name legibly printed, typewritten or stamped

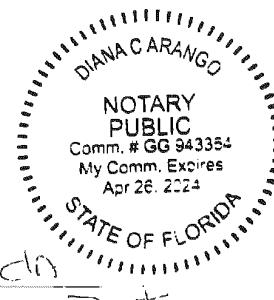
My Commission Expires: 4/26/2024

STATE OF F LORIDA
COUNTY OF MURRAY - DATE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25 day of January 2023, by Alphonso Derosiers, as Authorized Member of Family International Home Builders LLC, who is personally known to me OR has produced Drivers, as identification.

LICENSE

(SEAL)



Notary Public (Signature of Notary)

DIANA C. CARANGO

Name legibly printed, typewritten or stamped

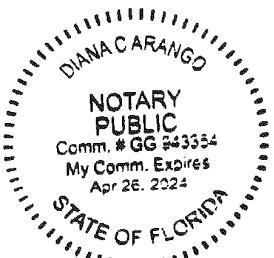
My Commission Expires: 4/26/2024

STATE OF F LORIDA
COUNTY OF MURRAY - DATE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25 day of January 2023, by Randell J. Walden, Sr., as Authorized Member of Family International Home Builders LLC, who is personally known to me OR has produced Drivers, as identification.

LICENSE

(SEAL)



Notary Public (Signature of Notary)

DIANA C. CARANGO

Name legibly printed, typewritten or stamped

My Commission Expires: 4/26/2024

Exhibits:

A - Legal Description of Land

EXHIBIT "A"

(Legal Description)

Lot 1, Morrissey Commercial Center, according to the map or plat thereof as recorded in Plat Book 142, Page 15, Public Records of Pinellas County, Florida.

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION**

BAY AREA LENDING SERVICES LLC, a
Florida limited liability company,

Plaintiff,

v.

Case No.

FAMILY INTERNATIONAL HOME
BUILDERS LLC, a Florida limited liability
company, TATIANA MURRAY, individually,
RANDELL J. WALDEN, SR., individually,
FREDDIE MURRAY, individually,
ALPHONSO DEROSIERS, individually, and
MORRISSEY & MORRISSEY
ENTERPRISES, LLC, a Florida limited liability
company,

Defendants.

/

EXHIBIT “C” TO THE VERIFIED COMPLAINT

CONTINUING GUARANTY

In consideration of BAY AREA LENDING SERVICES LLC ("Lender"), giving or extending credit to FAMILY INTERNATIONAL HOME BUILDERS LLC a Florida limited liability company ("Borrower"), the undersigned TATIANA MURRAY (hereinafter referred to as "Guarantor," which term means individually, collectively, and interchangeably any, each and/or all of them if more than one), hereby enters into this Continuing Guaranty (hereinafter this "Guaranty") in favor of Lender and agrees as follows:

1. **Guaranteed Obligations.** Guarantor, jointly and severally if more than one, unconditionally guarantees to Lender the prompt payment in full when due, whether by acceleration or otherwise, of any and all indebtedness, obligations and liabilities of any kind of Borrower to Lender, whether direct, indirect or contingent, due or to become due, now existing or hereafter arising, whether incurred by Borrower as primary obligor, co-maker, endorser, guarantor or surety, whether otherwise guaranteed or secured, and whether on open account, evidenced by an agreement or otherwise, including, without limitation, all principal sums, future advances, interest, attorneys' fees, expenses of collection and costs, and further including, without limitation, obligations to Lender on promissory notes, checks, overdrafts, letter-of-credit agreements, loan agreements, security documents, endorsements, continuing guaranties, indemnity agreements, and agreements with respect to any swap, forward, future, or derivative transaction or option or similar agreement involving, or settled by reference to, one or more interest rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value together with any and all renewals, extensions amendments or modifications of the foregoing (collectively, the "Obligations"). Any payments by the Guarantor prior to a notice of default to Borrower and a demand by Lender to Guarantor for payment shall not reduce the maximum liability of the Guarantor under this Guaranty. The term "Obligor" as used in this Guaranty means, individually, collectively, and interchangeably any, each and/or all of Borrower, Guarantor and each co-maker, endorser, surety or guarantor of Borrower's obligations to Lender.

2. **Agreement to be Bound by Other Documents.** Guarantor agrees to be bound by all of the terms and conditions of any notes, agreements, or other obligations in favor of Lender signed or incurred by Borrower. Guarantor hereby waives promptness, diligence, notice of default, notice of intent to accelerate, notice of acceleration, notice of acceptance of this Guaranty, notice of the incurring by Borrower of additional indebtedness, and all other notices and demands with respect to the Obligations and this Guaranty and further waives presentment, demand, dishonor and protest. Guarantor shall not have any rights of subrogation until the indefeasible payment in full in cash of all Obligations and any subrogation rights shall relate only to the collateral then held by Lender.

3. **Revocation.** Notice of revocation of this Guaranty will not be effective until ten (10) days after written notice thereof is delivered to an officer of Lender at the office where the Obligations were borrowed and such officer acknowledges in writing receipt of the notice (the "Effective Date"). Any such revocation shall be effective only as to indebtedness first incurred by Borrower after the Effective Date of notice of revocation as a result of new money advanced by

Lender to Borrower where no commitment or obligation on the part of the Lender to make such advance existed prior to the said Effective Date. This Guaranty shall remain in full force and effect after the Effective Date as to: (a) any Obligations incurred or arising prior to the Effective Date; (b) Obligations arising from extensions of credit Lender is bound to advance, and any other Obligations that Lender is bound to permit to be incurred, pursuant to any commitment or agreement entered into prior to the Effective Date; (c) any payments or proceeds of any collateral received by Lender on or before the Effective Date and applied to the Obligations which are subsequently repaid by Lender as a result of a court order entered after the Effective Date and which are deemed to be reinstated pursuant to the terms of this Guaranty; (d) all renewals, extensions, and modifications of any Obligations described in subsections (a), (b), and (c) herein, including any such renewals, extensions or modifications which may occur after the Effective Date; and (e) all related interest, attorneys' fees, collection costs and expenses, and other fees and charges owed by Borrower to Lender in connection with the Obligations. A notice of revocation shall not affect the liability of any person not giving such notice.

4. Right of Set-Off. To secure this Guaranty, Guarantor pledges to Lender, and grants to Lender a continuing lien and security interest in, and a right of set-off and compensation against, all property of Guarantor or in which Guarantor has an interest, including any such property Guarantor holds jointly with someone else, that is now or hereafter on deposit with, in the possession of, under the control of or held by Lender or any financial institution affiliate of Lender, including, without limitation, all cash, deposit accounts, funds on deposit, stocks, bonds, treasury obligations and other securities, investment property, financial assets, securities accounts, notes, documents, instruments, certificates of deposit, items, chattel paper, and other property (except IRA, pension, other tax-deferred retirement accounts and any accounts or property held in a trust or fiduciary capacity for which setoff would be prohibited by law), together with all property added to or substituted for any of the foregoing, and all interest, dividends, income, fruits, accessions and proceeds of any of the foregoing. The terms "deposit accounts," "instruments," "investment property," "documents," "chattel paper," "securities accounts," "financial assets" and "proceeds" shall have the meanings provided in the Florida Uniform Commercial Code, as the same may be amended from time to time.

5. Financial Information and Covenants. Guarantor covenants and agrees that, as long as the Obligations or any part thereof is outstanding, Guarantor shall promptly provide to Lender true and correct current financial statements and such other information regarding the financial condition, business and properties of Guarantor as Lender may require or request from time to time, all in form, substance and detail satisfactory to the Lender. The financial statements shall include, among other things, a balance sheet, a statement of cash flow and an income statement, in such form and reasonable detail as the Lender may request setting forth the financial condition of the Guarantor in a manner consistent with any prior financial statement, and with detailed information regarding (i) any entities, such as corporations, partnerships, or limited liability companies of which the Guarantor is the majority owner and (ii) any other entities or persons for which Guarantor is directly or contingently liable on debts or obligations of any kind incurred by those entities or persons. In addition, Guarantor will furnish promptly to Lender such additional information concerning the Guarantor, Guarantor's financial condition, business and properties as Lender may reasonably request from time to time.

All financial statements or records submitted to Lender via electronic means, including, without limitation by facsimile, open internet communications or other telephonic or electronic methods, including, without limitation, documents in Tagged Image Format Files ("TIFF") or Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect and the parties waive any rights they may have to object to such treatment. The Lender may rely on all such records in good faith as complete and accurate records produced or maintained by or on behalf of the party submitting such records.

6. Payment and Performance. This is a guaranty of payment and not of collection, and the liability of Guarantor shall be absolute and unconditional. In the event of default by Borrower in payment or performance of the Obligations, or any part thereof, when such Obligations become due, whether by its terms, by acceleration, or otherwise, Guarantor shall promptly pay the amount due thereon to Lender without notice or demand in lawful money of the United States of America. All payments of Guarantor pursuant to this Guaranty may be applied to the Obligations guaranteed hereby as Lender may elect in its sole discretion.

7. Subordination of Rights. Notwithstanding anything to the contrary contained in this Guaranty, Guarantor hereby irrevocably subordinates and abates, until the Obligations have been indefeasibly repaid in full in cash, any and all rights it may now or hereafter have under any agreement or at law or in equity (including, without limitation, any law subrogating Guarantor to the rights of Lender) to assert any claim against or seek contribution, indemnification or any other form of reimbursement from Borrower or any other Obligor for any payment made by Guarantor under or in connection with this Guaranty or otherwise. Notwithstanding the foregoing, if Guarantor is or becomes an "insider" (as defined from time to time in Section 101 of the U.S. Bankruptcy Code) with respect to Borrower, then Guarantor irrevocably and absolutely waives any and all rights or subrogation, contribution, indemnification, reimbursement or similar rights against Borrower with respect to the Obligations and this Guaranty, whether such rights arise under an express or implied contract or by operation of law, it being the intention of Guarantor and Lender that Guarantor will not be deemed to be a "creditor" (as defined in Section 101 of the U.S. Bankruptcy Code) of Borrower by reason of the existence of this Guaranty in the event that Borrower becomes a debtor in any proceeding under the U.S. Bankruptcy Code.

8. Joint and Several Liability. If this Guaranty is executed by more than one person, each person is bound by all of the provisions of this Guaranty and is jointly and severally liable for the payment in full of the entire amount stated herein in the same manner as if such person was the only person executing this Guaranty. The failure to sign this or any other guaranty or agreement by any other person shall not affect the liability of any party hereto. This Guaranty does not supersede or cancel, and is in addition to, any other endorsements, guaranties, or obligations with respect to Borrower that are separate and apart from this instrument, whether signed by Guarantor or by any other Obligor. This Guaranty shall not be affected or limited by the amount of any other such endorsements, guaranties, or obligations with respect to Borrower. To the extent permitted by law, Guarantor's obligations under this Guaranty shall continue notwithstanding any set-off, counterclaim, reduction, or diminution of the Obligations or any defense of any kind or nature (other than performance by Guarantor of its obligations hereunder) that Borrower may have or assert against Lender.

9. **Actions by Lender With Respect to Obligations.** Without releasing or affecting Guarantor's unconditional obligations hereunder, Lender may, one or more times, in its sole discretion, without notice to or the consent of Guarantor or any non-party Obligor, take any one or more of the following actions: (a) release, compromise, renew, increase, extend, accelerate or modify the obligations of Borrower or any other Obligor; (b) release, exchange, modify, or surrender in whole or in part Lender's rights with respect to any collateral for the Obligations; (c) with consent of Borrower modify or alter the term, interest rate or due date of any payment of any of the Obligations; (d) forbear to enforce the payment of any or all Obligations or grant any postponements, compromises, indulgences, waivers, surrenders or discharges or agree to modify the terms of its agreements with Guarantor, Borrower or any other Obligor; (e) change its manner of doing business with Guarantor, Borrower or any other person; (f) impute payments or proceeds of any collateral furnished for any of the Obligations, in whole or in part, to any of the Obligations, or retain the payments or proceeds as collateral for the Obligations without applying same toward payment of the Obligations; or (g) make loans to Borrower or permit Borrower to incur obligations in excess of the present amount of the Obligations, and Guarantor hereby expressly waives any defenses arising from any such actions. The release of liability of any person shall not affect the liability hereunder of any person who is not specifically released.

10. **Default; Remedies; Waivers.** For the avoidance of confusion, Guarantor acknowledges and agrees that a default or breach by Guarantor under any covenant, requirement or provision in this Guaranty shall also constitute a default under the documents and instruments evidencing the Obligations. The liability of Guarantor shall be primary and separate and independent of the obligations of Borrower or any other Obligor, and separate or joint actions may be instituted by Lender against any one or all of the Obligors (including Guarantor) or Borrower, as Lender may elect. Guarantor agrees that it shall not be necessary for Lender, in order to enforce such payment by Guarantor, first to institute suit or exhaust its remedies against Borrower or others liable on such Obligations, or to enforce any rights against any collateral which shall ever have been given to secure such Obligations. The liability of Guarantor will not be released, reduced, impaired or otherwise affected by, and Guarantor hereby waives and agrees not to assert any defenses based in whole or in part on, the following: (a) any exercise, failure to exercise or delay in exercising any right (including any right or redemption or other statutory right), remedy, power or privilege which Lender may have (even if such right, remedy, power or privilege is lost as a result) including without limitation an election to proceed with foreclosure which may destroy or otherwise impair the subrogation rights of the Guarantor or the right of the Guarantor to proceed against Borrower or any other Obligor for reimbursement, or both; (b) allegations concerning promptness or diligence or lack thereof on the part of Lender or any other person; (c) delay or failure to give notice of any kind including, without limitation, notice of default, intent to accelerate, acceleration, acceptance of this Guaranty or the incurring by Borrower of additional indebtedness, presentment, demand, dishonor and protest; (d) any requirement that Lender proceed against Borrower or any other person or entity or to proceed against or exhaust any collateral or security held by it at any time or to pursue any other remedy in its power before proceeding against Guarantor; (e) the invalidity, deficiency, illegality or unenforceability of all or any part of the Obligations or any document or agreement executed in connection with the Obligations for any reason whatsoever including, without limitation, the incapacity, lack of authority, death or

disability of, or revocation hereof or thereof by any other Obligor; (f) the release or discharge of Borrower from, or impairment or modification of, Borrower's obligations with respect to any of the Obligations in any Bankruptcy, receivership, or other insolvency proceeding or otherwise (g) the existence, creation or incurring of any new or additional indebtedness or obligation or any action or non-action on the part of any other person or entity whomsoever, in connection with any of the Obligations; (h) Lender's failure to obtain and perfect or to maintain the perfection or priority of, or the release or waiver of any rights of Lender to, any security interest in or lien on any collateral securing the Obligations or any other indebtedness of Borrower to Lender; (i) the failure of Lender or any other party to exercise diligence or reasonable care in the preservation, enforcement, sale or other handling or treatment of all or any part of any collateral securing the Obligations; (j) any failure by Lender to sell any collateral in a commercially reasonable manner at a public or private sale or to give Guarantor or any other party notice of any such sale or otherwise comply with any applicable provisions of the Florida Uniform Commercial Code; (k) any failure on the part of Lender to disclose to the undersigned any facts it may now or hereafter know about Borrower, the Obligations and/or any collateral for the Obligations; (l) any right or claim of right to cause a marshaling of Borrower's assets or to require Lender to proceed against Guarantor in any particular order; (m) Lender's course of dealing with Borrower or any other Obligor that may be at odds with the contractual terms of the documents evidencing the Obligations; or (n) any action or omission of any kind or at any time on the part of Lender in respect of any matter whatsoever or any other circumstance which might otherwise constitute a defense available to or a discharge of Borrower or other Obligors. Any action taken by Lender pursuant to the provisions herein contained or contained in the Obligations shall not release the party or parties to this Guaranty until all of the obligations of Borrower to Lender are paid and performed in full and no further disbursements remain available to Borrower from Lender. No failure on the part of Lender to exercise, and no delay in exercising any right, power, or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

11. **Amendments.** No amendment or waiver of any provision of this Guaranty, nor consent to any departure by Guarantor therefrom, shall in any event be effective unless the same shall be in writing and signed by Lender.

12. **Reliance by Lender.** Guarantor acknowledges and agrees that Lender is relying upon this Guaranty and the undertakings of Guarantor hereunder in making extensions of credit to Borrower and further acknowledges and agrees that the execution and delivery of this Guaranty is a material inducement to Lender in entering into the loan to the Borrower. Guarantor represents and warrants to Lender that Guarantor has received adequate consideration for Guarantor's guaranty hereunder of the Obligations and that such Obligations reasonably benefit or may be expected to benefit Guarantor directly or indirectly. Each Guarantor hereby acknowledges that there are no conditions to the full effectiveness of this Guaranty.

13. **Payment of Expenses.** Guarantor jointly and severally agree to pay on demand all reasonable attorneys' fees and expenses and all other costs and expenses incurred by Lender in

connection with the preparation, administration, enforcement, or collection of this Guaranty, whether or not suit is filed, and including all legal fees and expenses incurred by Lender in connection with any Bankruptcy proceeding affecting Borrower, Guarantor or the obligations and/or proceedings at both trial and appellate court levels, together with all other costs and expense incurred by Lender in the enforcement or collection of the obligations and/or this Guaranty.

14. **Independent Access to Information.** Guarantor hereby represents and warrants to Lender that such Guarantor has adequate means to obtain from Borrower on a continuing basis information concerning the financial condition and assets of Borrower and any other Obligor and that no Guarantor is relying upon Lender to provide (and Lender shall have no duty to provide) any such information to any Guarantor either now or in the future. Further, Guarantor represents, warrants and agrees that any appraisals or evaluations made now or in the future by or for Lender of the financial condition of any person or the value or condition of any property are solely for the benefit of Lender, and Guarantor has no right to rely on the same, Guarantor's obligations under this Guaranty being independent of any such appraisals or evaluations. Guarantor further agrees and acknowledges that (a) Lender is not a partner, joint venturer, alter-ego, manager, controlling person or other business associate or participant of any kind with Borrower, Guarantor or any other Obligor responsible for the Obligations, and Lender does not intend to ever assume any such status, or assume any fiduciary responsibility or duty to Borrower, Guarantor or any other Obligor, but intends that the relationship between Lender and such persons shall at all times remain that of debtor and creditor; and (b) by accepting, requiring, obtain or approving anything required to be performed or provided to Lender under any other loan document or instrument executed in connection with this Guaranty or the Obligations (or by failing to accept, require, obtain or approve same), including acceptance of, or procurement of, any certificate, financial statement, inspection, survey, plans and specifications, appraisal or insurance in connection with any collateral pledged to secure the Obligations, including, without limitation, real estate collateral, Lender does so solely for its own benefit, and Lender shall not be deemed to have warranted or represented the sufficiency or legal effect of the same to Borrower, Guarantor or such persons, and no such acceptance or approval shall constitute a warranty, representation or undertaking by Lender to anyone including Borrower, Guarantor or such persons with respect to the Obligations or the collateral pledged to secure the Obligations. By its execution below, Guarantor hereby acknowledges and agrees that it shall have no right, at law or inequity, to assert a claim against Lender based on the foregoing.

15. **Successors and Assigns.** This Guaranty shall be binding on Guarantor and Guarantor's heirs, legal representatives, successors and assigns and shall inure to the benefit of Lender, its successors, assigns, and any person or persons, or entities, including, without limitation, any Banking or other financial institution, to whom Lender may grant an interest in the Obligations, or any of them, and this Guaranty shall be binding on Guarantor to the extent of such assignment or interest. Any such assignment or grant of interest shall not operate to release Guarantor from any obligation to Lender hereunder with respect to any unassigned Obligations.

16. **Reinstatement of Obligations.** If Lender receives any payment or proceeds of collateral, which payment or proceeds or any part thereof are subsequently required, by any court of competent jurisdiction, to be repaid to Borrower, Borrower's estate, trustee, or any other party,

then to the extent of such repayment by Lender, the Obligations or part thereof which had been paid, reduced or satisfied by such amount shall be reinstated and continued in full force and effect as of the date the initial payment, reduction or satisfaction occurred, and Guarantor shall remain jointly and severally liable to Lender for the repayment of such amount reinstated. Guarantor shall defend and indemnify Lender from any claim or loss to Lender arising under this paragraph, including, without limitation, Lender's attorneys' fees and expenses in the defense of any such action or suit, WHETHER THE SAME IS A RESULT OF LENDER'S ORDINARY NEGLIGENCE (BUT NOT ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OR OTHERWISE.

17. **Sale/Assignment.** The Guarantor acknowledge(s) that the Lender has the right to sell, assign, transfer, negotiate, or grant participations in all or any part of the Obligations and any related obligations, including, without limit, this Guaranty, without notice to the undersigned and that the Lender may disclose any documents and information which the Lender now has or later acquires relating to the undersigned or to the Borrower or the Obligations in connection with such sale, assignment, transfer, negotiation, or participation. The Guarantor agree(s) that the Lender may provide information relating to this Guaranty or relating to the undersigned to the Lender's parent, affiliates, subsidiaries and service providers.

18. **GOVERNING LAW AND VENUE.** THIS GUARANTY SHALL BE GOVERNED AND CONTROLLED BY FLORIDA LAW WITHOUT REFERENCE TO THE CONFLICTS OF LAW PRINCIPLES THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. GUARANTOR HEREBY IRREVOCABLY SUBMITS AND CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT IN FLORIDA LOCATED IN THE SAME STATE JUDICIAL CIRCUIT OR FEDERAL JUDICIAL DISTRICT, AS APPLICABLE, AS THE OFFICE OF LENDER SPECIFIED IN THE FIRST PARAGRAPH OF THIS GUARANTY, AND AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING DIRECTLY, INDIRECTLY OR OTHERWISE IN CONNECTION WITH, OUT OF, RELATED TO OR FROM THIS GUARANTY SHALL BE LITIGATED ONLY IN ONE OF THE FOREGOING DESCRIBED COURTS. GUARANTOR, FOR ITSELF, ITS HEIRS, SUCCESSORS AND ASSIGNS AND ANY PERSON CLAIMING UNDER OR THROUGH ANY OF THEM, HEREBY KNOWINGLY WAIVES ANY AND ALL RIGHTS TO HAVE THE JURISDICTION AND VENUE OF, AND ANY LITIGATION ARISING DIRECTLY, INDIRECTLY OR OTHERWISE IN CONNECTION WITH, OUT OF, OR RELATED TO OR FROM THIS GUARANTY IN ANY OTHER COURT, AND GUARANTOR HEREBY KNOWINGLY WAIVES ANY AND ALL RIGHTS OR TO TRANSFER, DISMISS, OR CHANGE VENUE TO, TO REMOVE AN ACTION TO, OR TO TRANSFER, DISMISS, OR CHANGE VENUE TO ANY OTHER COURT. GUARANTOR FURTHER ACKNOWLEDGES AND AGREES THAT NEITHER LENDER NOR ANY PERSON ACTING ON BEHALF OF LENDER HAS IN ANY WAY AGREED WITH OR REPRESENTED TO GUARANTOR THAT THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN WAIVED OR WILL NOT BE FULLY ENFORCED BY LENDER.

19. **Severability.** If any provision of this Guaranty shall be held to be legally invalid or unenforceable by any court of competent jurisdiction, all remaining provisions of this Guaranty shall remain in full force and effect. This Guaranty is signed on and effective as of the date shown below.

20. **Savings Clause.** Guarantor and Lender stipulate and agree that it is their common and overriding intent to contract in strict compliance with applicable usury laws. In furtherance thereof, none of the terms of this Guaranty shall ever be construed to create a contract to pay, as consideration for the use, forbearance or detention of money, interest at a rate in excess of the maximum rate permitted by applicable law, and Guarantor shall never be liable for interest in excess of the maximum rate permitted by applicable law. If, for any reason whatever, such interest paid or received during the full term of the applicable indebtedness produces a rate which exceeds the maximum rate permitted by applicable law, Lender shall credit against the principal of such indebtedness (or, if such indebtedness shall have been paid in full, shall refund to the payor of such interest) such portion of said interest as shall be necessary to cause the interest paid to produce a rate equal to the maximum rate permitted by applicable laws.

21. **Notices.** Except as otherwise expressly provided herein, all notices and other communications provided for in this Guaranty shall be given in writing and made by facsimile or electronic transmission with mechanical or electronic confirmation of delivery or by registered or certified mail, return receipt requested, postage prepaid, or by hand delivery or expedited delivery service, with delivery charges prepaid and with acknowledged receipt of delivery. Except as otherwise provided in this Guaranty, all such communications shall be deemed to have been duly given when transmitted by facsimile, electronic transmission or when mailed or delivered in the manner specified.

22. **Counterparts.** This Guaranty may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Lender may, at its option and in its sole discretion, maintain and rely upon a photocopy, electronic copy or other reproduction of this Guaranty and Guarantor for itself, its heirs, successors and assigns and any person claiming by or through any of them, hereby waive any and all objections to, and claims and defenses based upon, the failure of Lender to produce the original hereof for any purpose whatsoever.

23. **WAIVER OF JURY TRIAL.** **BORROWER, TO THE EXTEND PERMITTED BY LAW, WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING FROM OR RELATED TO THIS NOTE.**

24. **Final Agreement.** This Guaranty embodies the final, entire agreement of Guarantor and Lender with respect to the subject matter hereof. No course of dealing between guarantor and Lender, no course of performance, usage of trade or evidence of any prior, contemporaneous or subsequent oral agreements or discussions or other extrinsic evidence of any nature shall be used to contradict, vary, supplement or modify any term of this guaranty. There are no oral agreements between guarantor and Lender.

Signature and notary on next page.

Dated effective January 20, 2023.

GUARANTOR:

Tatiana Murray
Tatiana Murray, individually

STATE OF FLORIDA

COUNTY OF Miami-Dade

The foregoing Continuing Guaranty was acknowledged before me by means of physical presence or online notarization, this 20th day of January 2023, by Tatiana Murray, who is personally known to me or who has produced Drivers License as identification.



Signature of Notary

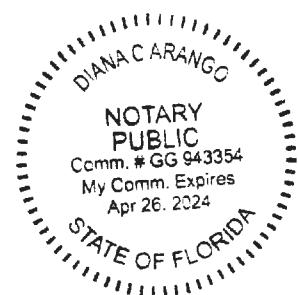
Diana C. Carango

Printed Name of Notary

GG-643354

Serial Number, (if any)

[SEAL]



**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION**

BAY AREA LENDING SERVICES LLC, a
Florida limited liability company,

Plaintiff,

v.

Case No.

FAMILY INTERNATIONAL HOME
BUILDERS LLC, a Florida limited liability
company, TATIANA MURRAY, individually,
RANDELL J. WALDEN, SR., individually,
FREDDIE MURRAY, individually,
ALPHONSO DEROSIERS, individually, and
MORRISSEY & MORRISSEY
ENTERPRISES, LLC, a Florida limited liability
company,

Defendants.

/

EXHIBIT “D” TO THE VERIFIED COMPLAINT

CONTINUING GUARANTY

In consideration of BAY AREA LENDING SERVICES LLC (“Lender”), giving or extending credit to FAMILY INTERNATIONAL HOME BUILDERS LLC a Florida limited liability company (“Borrower”), the undersigned RANDELL J. WALDEN, SR. (hereinafter referred to as “Guarantor,” which term means individually, collectively, and interchangeably any, each and/or all of them if more than one), hereby enters into this Continuing Guaranty (hereinafter this “Guaranty”) in favor of Lender and agrees as follows:

1. **Guaranteed Obligations.** Guarantor, jointly and severally if more than one, unconditionally guarantees to Lender the prompt payment in full when due, whether by acceleration or otherwise, of any and all indebtedness, obligations and liabilities of any kind of Borrower to Lender, whether direct, indirect or contingent, due or to become due, now existing or hereafter arising, whether incurred by Borrower as primary obligor, co-maker, endorser, guarantor or surety, whether otherwise guaranteed or secured, and whether on open account, evidenced by an agreement or otherwise, including, without limitation, all principal sums, future advances, interest, attorneys’ fees, expenses of collection and costs, and further including, without limitation, obligations to Lender on promissory notes, checks, overdrafts, letter-of-credit agreements, loan agreements, security documents, endorsements, continuing guaranties, indemnity agreements, and agreements with respect to any swap, forward, future, or derivative transaction or option or similar agreement involving, or settled by reference to, one or more interest rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value together with any and all renewals, extensions amendments or modifications of the foregoing (collectively, the “Obligations”). Any payments by the Guarantor prior to a notice of default to Borrower and a demand by Lender to Guarantor for payment shall not reduce the maximum liability of the Guarantor under this Guaranty. The term “Obligor” as used in this Guaranty means, individually, collectively, and interchangeably any, each and/or all of Borrower, Guarantor and each co-maker, endorser, surety or guarantor of Borrower’s obligations to Lender.

2. **Agreement to be Bound by Other Documents.** Guarantor agrees to be bound by all of the terms and conditions of any notes, agreements, or other obligations in favor of Lender signed or incurred by Borrower. Guarantor hereby waives promptness, diligence, notice of default, notice of intent to accelerate, notice of acceleration, notice of acceptance of this Guaranty, notice of the incurring by Borrower of additional indebtedness, and all other notices and demands with respect to the Obligations and this Guaranty and further waives presentment, demand, dishonor and protest. Guarantor shall not have any rights of subrogation until the indefeasible payment in full in cash of all Obligations and any subrogation rights shall relate only to the collateral then held by Lender.

3. **Revocation.** Notice of revocation of this Guaranty will not be effective until ten (10) days after written notice thereof is delivered to an officer of Lender at the office where the Obligations were borrowed and such officer acknowledges in writing receipt of the notice (the “Effective Date”). Any such revocation shall be effective only as to indebtedness first incurred by Borrower after the Effective Date of notice of revocation as a result of new money advanced by

Lender to Borrower where no commitment or obligation on the part of the Lender to make such advance existed prior to the said Effective Date. This Guaranty shall remain in full force and effect after the Effective Date as to: (a) any Obligations incurred or arising prior to the Effective Date; (b) Obligations arising from extensions of credit Lender is bound to advance, and any other Obligations that Lender is bound to permit to be incurred, pursuant to any commitment or agreement entered into prior to the Effective Date; (c) any payments or proceeds of any collateral received by Lender on or before the Effective Date and applied to the Obligations which are subsequently repaid by Lender as a result of a court order entered after the Effective Date and which are deemed to be reinstated pursuant to the terms of this Guaranty; (d) all renewals, extensions, and modifications of any Obligations described in subsections (a), (b), and (c) herein, including any such renewals, extensions or modifications which may occur after the Effective Date; and (e) all related interest, attorneys' fees, collection costs and expenses, and other fees and charges owed by Borrower to Lender in connection with the Obligations. A notice of revocation shall not affect the liability of any person not giving such notice.

4. **Right of Set-Off.** To secure this Guaranty, Guarantor pledges to Lender, and grants to Lender a continuing lien and security interest in, and a right of set-off and compensation against, all property of Guarantor or in which Guarantor has an interest, including any such property Guarantor holds jointly with someone else, that is now or hereafter on deposit with, in the possession of, under the control of or held by Lender or any financial institution affiliate of Lender, including, without limitation, all cash, deposit accounts, funds on deposit, stocks, bonds, treasury obligations and other securities, investment property, financial assets, securities accounts, notes, documents, instruments, certificates of deposit, items, chattel paper, and other property (except IRA, pension, other tax-deferred retirement accounts and any accounts or property held in a trust or fiduciary capacity for which setoff would be prohibited by law), together with all property added to or substituted for any of the foregoing, and all interest, dividends, income, fruits, accessions and proceeds of any of the foregoing. The terms "deposit accounts," "instruments," "investment property," "documents," "chattel paper," "securities accounts," "financial assets" and "proceeds" shall have the meanings provided in the Florida Uniform Commercial Code, as the same may be amended from time to time.

5. **Financial Information and Covenants.** Guarantor covenants and agrees that, as long as the Obligations or any part thereof is outstanding, Guarantor shall promptly provide to Lender true and correct current financial statements and such other information regarding the financial condition, business and properties of Guarantor as Lender may require or request from time to time, all in form, substance and detail satisfactory to the Lender. The financial statements shall include, among other things, a balance sheet, a statement of cash flow and an income statement, in such form and reasonable detail as the Lender may request setting forth the financial condition of the Guarantor in a manner consistent with any prior financial statement, and with detailed information regarding (i) any entities, such as corporations, partnerships, or limited liability companies of which the Guarantor is the majority owner and (ii) any other entities or persons for which Guarantor is directly or contingently liable on debts or obligations of any kind incurred by those entities or persons. In addition, Guarantor will furnish promptly to Lender such additional information concerning the Guarantor, Guarantor's financial condition, business and properties as Lender may reasonably request from time to time.

All financial statements or records submitted to Lender via electronic means, including, without limitation by facsimile, open internet communications or other telephonic or electronic methods, including, without limitation, documents in Tagged Image Format Files ("TIFF") or Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect and the parties waive any rights they may have to object to such treatment. The Lender may rely on all such records in good faith as complete and accurate records produced or maintained by or on behalf of the party submitting such records.

6. Payment and Performance. This is a guaranty of payment and not of collection, and the liability of Guarantor shall be absolute and unconditional. In the event of default by Borrower in payment or performance of the Obligations, or any part thereof, when such Obligations become due, whether by its terms, by acceleration, or otherwise, Guarantor shall promptly pay the amount due thereon to Lender without notice or demand in lawful money of the United States of America. All payments of Guarantor pursuant to this Guaranty may be applied to the Obligations guaranteed hereby as Lender may elect in its sole discretion.

7. Subordination of Rights. Notwithstanding anything to the contrary contained in this Guaranty, Guarantor hereby irrevocably subordinates and abates, until the Obligations have been indefeasibly repaid in full in cash, any and all rights it may now or hereafter have under any agreement or at law or in equity (including, without limitation, any law subrogating Guarantor to the rights of Lender) to assert any claim against or seek contribution, indemnification or any other form of reimbursement from Borrower or any other Obligor for any payment made by Guarantor under or in connection with this Guaranty or otherwise. Notwithstanding the foregoing, if Guarantor is or becomes an "insider" (as defined from time to time in Section 101 of the U.S. Bankruptcy Code) with respect to Borrower, then Guarantor irrevocably and absolutely waives any and all rights or subrogation, contribution, indemnification, reimbursement or similar rights against Borrower with respect to the Obligations and this Guaranty, whether such rights arise under an express or implied contract or by operation of law, it being the intention of Guarantor and Lender that Guarantor will not be deemed to be a "creditor" (as defined in Section 101 of the U.S. Bankruptcy Code) of Borrower by reason of the existence of this Guaranty in the event that Borrower becomes a debtor in any proceeding under the U.S. Bankruptcy Code.

8. Joint and Several Liability. If this Guaranty is executed by more than one person, each person is bound by all of the provisions of this Guaranty and is jointly and severally liable for the payment in full of the entire amount stated herein in the same manner as if such person was the only person executing this Guaranty. The failure to sign this or any other guaranty or agreement by any other person shall not affect the liability of any party hereto. This Guaranty does not supersede or cancel, and is in addition to, any other endorsements, guaranties, or obligations with respect to Borrower that are separate and apart from this instrument, whether signed by Guarantor or by any other Obligor. This Guaranty shall not be affected or limited by the amount of any other such endorsements, guaranties, or obligations with respect to Borrower. To the extent permitted by law, Guarantor's obligations under this Guaranty shall continue notwithstanding any set-off, counterclaim, reduction, or diminution of the Obligations or any defense of any kind or nature (other than performance by Guarantor of its obligations hereunder) that Borrower may have or assert against Lender.

9. **Actions by Lender With Respect to Obligations.** Without releasing or affecting Guarantor's unconditional obligations hereunder, Lender may, one or more times, in its sole discretion, without notice to or the consent of Guarantor or any non-party Obligor, take any one or more of the following actions: (a) release, compromise, renew, increase, extend, accelerate or modify the obligations of Borrower or any other Obligor; (b) release, exchange, modify, or surrender in whole or in part Lender's rights with respect to any collateral for the Obligations; (c) with consent of Borrower modify or alter the term, interest rate or due date of any payment of any of the Obligations; (d) forbear to enforce the payment of any or all Obligations or grant any postponements, compromises, indulgences, waivers, surrenders or discharges or agree to modify the terms of its agreements with Guarantor, Borrower or any other Obligor; (e) change its manner of doing business with Guarantor, Borrower or any other person; (f) impute payments or proceeds of any collateral furnished for any of the Obligations, in whole or in part, to any of the Obligations, or retain the payments or proceeds as collateral for the Obligations without applying same toward payment of the Obligations; or (g) make loans to Borrower or permit Borrower to incur obligations in excess of the present amount of the Obligations, and Guarantor hereby expressly waives any defenses arising from any such actions. The release of liability of any person shall not affect the liability hereunder of any person who is not specifically released.

10. **Default; Remedies; Waivers.** For the avoidance of confusion, Guarantor acknowledges and agrees that a default or breach by Guarantor under any covenant, requirement or provision in this Guaranty shall also constitute a default under the documents and instruments evidencing the Obligations. The liability of Guarantor shall be primary and separate and independent of the obligations of Borrower or any other Obligor, and separate or joint actions may be instituted by Lender against any one or all of the Obligors (including Guarantor) or Borrower, as Lender may elect. Guarantor agrees that it shall not be necessary for Lender, in order to enforce such payment by Guarantor, first to institute suit or exhaust its remedies against Borrower or others liable on such Obligations, or to enforce any rights against any collateral which shall ever have been given to secure such Obligations. The liability of Guarantor will not be released, reduced, impaired or otherwise affected by, and Guarantor hereby waives and agrees not to assert any defenses based in whole or in part on, the following: (a) any exercise, failure to exercise or delay in exercising any right (including any right or redemption or other statutory right), remedy, power or privilege which Lender may have (even if such right, remedy, power or privilege is lost as a result) including without limitation an election to proceed with foreclosure which may destroy or otherwise impair the subrogation rights of the Guarantor or the right of the Guarantor to proceed against Borrower or any other Obligor for reimbursement, or both; (b) allegations concerning promptness or diligence or lack thereof on the part of Lender or any other person; (c) delay or failure to give notice of any kind including, without limitation, notice of default, intent to accelerate, acceleration, acceptance of this Guaranty or the incurring by Borrower of additional indebtedness, presentment, demand, dishonor and protest; (d) any requirement that Lender proceed against Borrower or any other person or entity or to proceed against or exhaust any collateral or security held by it at any time or to pursue any other remedy in its power before proceeding against Guarantor; (e) the invalidity, deficiency, illegality or unenforceability of all or any part of the Obligations or any document or agreement executed in connection with the Obligations for any reason whatsoever including, without limitation, the incapacity, lack of authority, death or

disability of, or revocation hereof or thereof by any other Obligor; (f) the release or discharge of Borrower from, or impairment or modification of, Borrower's obligations with respect to any of the Obligations in any Bankruptcy, receivership, or other insolvency proceeding or otherwise (g) the existence, creation or incurring of any new or additional indebtedness or obligation or any action or non-action on the part of any other person or entity whomsoever, in connection with any of the Obligations; (h) Lender's failure to obtain and perfect or to maintain the perfection or priority of, or the release or waiver of any rights of Lender to, any security interest in or lien on any collateral securing the Obligations or any other indebtedness of Borrower to Lender; (i) the failure of Lender or any other party to exercise diligence or reasonable care in the preservation, enforcement, sale or other handling or treatment of all or any part of any collateral securing the Obligations; (j) any failure by Lender to sell any collateral in a commercially reasonable manner at a public or private sale or to give Guarantor or any other party notice of any such sale or otherwise comply with any applicable provisions of the Florida Uniform Commercial Code; (k) any failure on the part of Lender to disclose to the undersigned any facts it may now or hereafter know about Borrower, the Obligations and/or any collateral for the Obligations; (l) any right or claim of right to cause a marshaling of Borrower's assets or to require Lender to proceed against Guarantor in any particular order; (m) Lender's course of dealing with Borrower or any other Obligor that may be at odds with the contractual terms of the documents evidencing the Obligations; or (n) any action or omission of any kind or at any time on the part of Lender in respect of any matter whatsoever or any other circumstance which might otherwise constitute a defense available to or a discharge of Borrower or other Obligors. Any action taken by Lender pursuant to the provisions herein contained or contained in the Obligations shall not release the party or parties to this Guaranty until all of the obligations of Borrower to Lender are paid and performed in full and no further disbursements remain available to Borrower from Lender. No failure on the part of Lender to exercise, and no delay in exercising any right, power, or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

11. **Amendments.** No amendment or waiver of any provision of this Guaranty, nor consent to any departure by Guarantor therefrom, shall in any event be effective unless the same shall be in writing and signed by Lender.

12. **Reliance by Lender.** Guarantor acknowledges and agrees that Lender is relying upon this Guaranty and the undertakings of Guarantor hereunder in making extensions of credit to Borrower and further acknowledges and agrees that the execution and delivery of this Guaranty is a material inducement to Lender in entering into the loan to the Borrower. Guarantor represents and warrants to Lender that Guarantor has received adequate consideration for Guarantor's guaranty hereunder of the Obligations and that such Obligations reasonably benefit or may be expected to benefit Guarantor directly or indirectly. Each Guarantor hereby acknowledges that there are no conditions to the full effectiveness of this Guaranty.

13. **Payment of Expenses.** Guarantor jointly and severally agree to pay on demand all reasonable attorneys' fees and expenses and all other costs and expenses incurred by Lender in

connection with the preparation, administration, enforcement, or collection of this Guaranty, whether or not suit is filed, and including all legal fees and expenses incurred by Lender in connection with any Bankruptcy proceeding affecting Borrower, Guarantor or the obligations and/or proceedings at both trial and appellate court levels, together with all other costs and expense incurred by Lender in the enforcement or collection of the obligations and/or this Guaranty.

14. **Independent Access to Information.** Guarantor hereby represents and warrants to Lender that such Guarantor has adequate means to obtain from Borrower on a continuing basis information concerning the financial condition and assets of Borrower and any other Obligor and that no Guarantor is relying upon Lender to provide (and Lender shall have no duty to provide) any such information to any Guarantor either now or in the future. Further, Guarantor represents, warrants and agrees that any appraisals or evaluations made now or in the future by or for Lender of the financial condition of any person or the value or condition of any property are solely for the benefit of Lender, and Guarantor has no right to rely on the same, Guarantor's obligations under this Guaranty being independent of any such appraisals or evaluations. Guarantor further agrees and acknowledges that (a) Lender is not a partner, joint venturer, alter-ego, manager, controlling person or other business associate or participant of any kind with Borrower, Guarantor or any other Obligor responsible for the Obligations, and Lender does not intend to ever assume any such status, or assume any fiduciary responsibility or duty to Borrower, Guarantor or any other Obligor, but intends that the relationship between Lender and such persons shall at all times remain that of debtor and creditor; and (b) by accepting, requiring, obtain or approving anything required to be performed or provided to Lender under any other loan document or instrument executed in connection with this Guaranty or the Obligations (or by failing to accept, require, obtain or approve same), including acceptance of, or procurement of, any certificate, financial statement, inspection, survey, plans and specifications, appraisal or insurance in connection with any collateral pledged to secure the Obligations, including, without limitation, real estate collateral, Lender does so solely for its own benefit, and Lender shall not be deemed to have warranted or represented the sufficiency or legal effect of the same to Borrower, Guarantor or such persons, and no such acceptance or approval shall constitute a warranty, representation or undertaking by Lender to anyone including Borrower, Guarantor or such persons with respect to the Obligations or the collateral pledged to secure the Obligations. By its execution below, Guarantor hereby acknowledges and agrees that it shall have no right, at law or inequity, to assert a claim against Lender based on the foregoing.

15. **Successors and Assigns.** This Guaranty shall be binding on Guarantor and Guarantor's heirs, legal representatives, successors and assigns and shall inure to the benefit of Lender, its successors, assigns, and any person or persons, or entities, including, without limitation, any Banking or other financial institution, to whom Lender may grant an interest in the Obligations, or any of them, and this Guaranty shall be binding on Guarantor to the extent of such assignment or interest. Any such assignment or grant of interest shall not operate to release Guarantor from any obligation to Lender hereunder with respect to any unassigned Obligations.

16. **Reinstatement of Obligations.** If Lender receives any payment or proceeds of collateral, which payment or proceeds or any part thereof are subsequently required, by any court of competent jurisdiction, to be repaid to Borrower, Borrower's estate, trustee, or any other party,

then to the extent of such repayment by Lender, the Obligations or part thereof which had been paid, reduced or satisfied by such amount shall be reinstated and continued in full force and effect as of the date the initial payment, reduction or satisfaction occurred, and Guarantor shall remain jointly and severally liable to Lender for the repayment of such amount reinstated. Guarantor shall defend and indemnify Lender from any claim or loss to Lender arising under this paragraph, including, without limitation, Lender's attorneys' fees and expenses in the defense of any such action or suit, WHETHER THE SAME IS A RESULT OF LENDER'S ORDINARY NEGLIGENCE (BUT NOT ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OR OTHERWISE.

17. **Sale/Assignment.** The Guarantor acknowledge(s) that the Lender has the right to sell, assign, transfer, negotiate, or grant participations in all or any part of the Obligations and any related obligations, including, without limit, this Guaranty, without notice to the undersigned and that the Lender may disclose any documents and information which the Lender now has or later acquires relating to the undersigned or to the Borrower or the Obligations in connection with such sale, assignment, transfer, negotiation, or participation. The Guarantor agree(s) that the Lender may provide information relating to this Guaranty or relating to the undersigned to the Lender's parent, affiliates, subsidiaries and service providers.

18. **GOVERNING LAW AND VENUE.** THIS GUARANTY SHALL BE GOVERNED AND CONTROLLED BY FLORIDA LAW WITHOUT REFERENCE TO THE CONFLICTS OF LAW PRINCIPLES THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. GUARANTOR HEREBY IRREVOCABLY SUBMITS AND CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT IN FLORIDA LOCATED IN THE SAME STATE JUDICIAL CIRCUIT OR FEDERAL JUDICIAL DISTRICT, AS APPLICABLE, AS THE OFFICE OF LENDER SPECIFIED IN THE FIRST PARAGRAPH OF THIS GUARANTY, AND AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING DIRECTLY, INDIRECTLY OR OTHERWISE IN CONNECTION WITH, OUT OF, RELATED TO OR FROM THIS GUARANTY SHALL BE LITIGATED ONLY IN ONE OF THE FOREGOING DESCRIBED COURTS. GUARANTOR, FOR ITSELF, ITS HEIRS, SUCCESSORS AND ASSIGNS AND ANY PERSON CLAIMING UNDER OR THROUGH ANY OF THEM, HEREBY KNOWINGLY WAIVES ANY AND ALL RIGHTS TO HAVE THE JURISDICTION AND VENUE OF, AND ANY LITIGATION ARISING DIRECTLY, INDIRECTLY OR OTHERWISE IN CONNECTION WITH, OUT OF, OR RELATED TO OR FROM THIS GUARANTY IN ANY OTHER COURT, AND GUARANTOR HEREBY KNOWINGLY WAIVES ANY AND ALL RIGHTS OR TO TRANSFER, DISMISS, OR CHANGE VENUE TO, TO REMOVE AN ACTION TO, OR TO TRANSFER, DISMISS, OR CHANGE VENUE TO ANY OTHER COURT. GUARANTOR FURTHER ACKNOWLEDGES AND AGREES THAT NEITHER LENDER NOR ANY PERSON ACTING ON BEHALF OF LENDER HAS IN ANY WAY AGREED WITH OR REPRESENTED TO GUARANTOR THAT THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN WAIVED OR WILL NOT BE FULLY ENFORCED BY LENDER.

19. **Severability.** If any provision of this Guaranty shall be held to be legally invalid or unenforceable by any court of competent jurisdiction, all remaining provisions of this Guaranty shall remain in full force and effect. This Guaranty is signed on and effective as of the date shown below.

20. **Savings Clause.** Guarantor and Lender stipulate and agree that it is their common and overriding intent to contract in strict compliance with applicable usury laws. In furtherance thereof, none of the terms of this Guaranty shall ever be construed to create a contract to pay, as consideration for the use, forbearance or detention of money, interest at a rate in excess of the maximum rate permitted by applicable law, and Guarantor shall never be liable for interest in excess of the maximum rate permitted by applicable law. If, for any reason whatever, such interest paid or received during the full term of the applicable indebtedness produces a rate which exceeds the maximum rate permitted by applicable law, Lender shall credit against the principal of such indebtedness (or, if such indebtedness shall have been paid in full, shall refund to the payor of such interest) such portion of said interest as shall be necessary to cause the interest paid to produce a rate equal to the maximum rate permitted by applicable laws.

21. **Notices.** Except as otherwise expressly provided herein, all notices and other communications provided for in this Guaranty shall be given in writing and made by facsimile or electronic transmission with mechanical or electronic confirmation of delivery or by registered or certified mail, return receipt requested, postage prepaid, or by hand delivery or expedited delivery service, with delivery charges prepaid and with acknowledged receipt of delivery. Except as otherwise provided in this Guaranty, all such communications shall be deemed to have been duly given when transmitted by facsimile, electronic transmission or when mailed or delivered in the manner specified.

22. **Counterparts.** This Guaranty may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Lender may, at its option and in its sole discretion, maintain and rely upon a photocopy, electronic copy or other reproduction of this Guaranty and Guarantor for itself, its heirs, successors and assigns and any person claiming by or through any of them, hereby waive any and all objections to, and claims and defenses based upon, the failure of Lender to produce the original hereof for any purpose whatsoever.

23. WAIVER OF JURY TRIAL. BORROWER, TO THE EXTEND PERMITTED BY LAW, WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING FROM OR RELATED TO THIS NOTE.

24. **Final Agreement.** This Guaranty embodies the final, entire agreement of Guarantor and Lender with respect to the subject matter hereof. No course of dealing between guarantor and Lender, no course of performance, usage of trade or evidence of any prior, contemporaneous or subsequent oral agreements or discussions or other extrinsic evidence of any nature shall be used to contradict, vary, supplement or modify any term of this guaranty. There are no oral agreements between guarantor and Lender.

Signature and notary on next page.

Dated effective January 20, 2023.

GUARANTOR:


Randell J. Walden, Sr., individually

STATE OF FLORIDA

COUNTY OF Miami-Dade

The foregoing Continuing Guaranty was acknowledged before me by means of physical presence or online notarization, this 26 day of January 2023, by Randell J. Walden, Sr., who is personally known to me or who has produced Drivers license as identification.



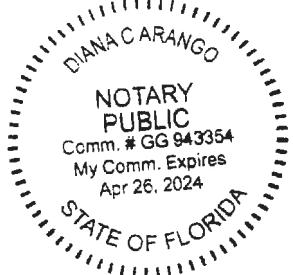
Signature of Notary

DIANA C ARANGO

Printed Name of Notary

G6 G413354

Serial Number, (if any)



**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION**

BAY AREA LENDING SERVICES LLC, a
Florida limited liability company,

Plaintiff,

v.

Case No.

FAMILY INTERNATIONAL HOME
BUILDERS LLC, a Florida limited liability
company, TATIANA MURRAY, individually,
RANDELL J. WALDEN, SR., individually,
FREDDIE MURRAY, individually,
ALPHONSO DEROSIERS, individually, and
MORRISSEY & MORRISSEY
ENTERPRISES, LLC, a Florida limited liability
company,

Defendants.

/

EXHIBIT “E” TO THE VERIFIED COMPLAINT

CONTINUING GUARANTY

In consideration of BAY AREA LENDING SERVICES LLC (“Lender”), giving or extending credit to FAMILY INTERNATIONAL HOME BUILDERS LLC a Florida limited liability company (“Borrower”), the undersigned FREDDIE MURRAY (hereinafter referred to as “Guarantor,” which term means individually, collectively, and interchangeably any, each and/or all of them if more than one), hereby enters into this Continuing Guaranty (hereinafter this “Guaranty”) in favor of Lender and agrees as follows:

1. **Guaranteed Obligations.** Guarantor, jointly and severally if more than one, unconditionally guarantees to Lender the prompt payment in full when due, whether by acceleration or otherwise, of any and all indebtedness, obligations and liabilities of any kind of Borrower to Lender, whether direct, indirect or contingent, due or to become due, now existing or hereafter arising, whether incurred by Borrower as primary obligor, co-maker, endorser, guarantor or surety, whether otherwise guaranteed or secured, and whether on open account, evidenced by an agreement or otherwise, including, without limitation, all principal sums, future advances, interest, attorneys’ fees, expenses of collection and costs, and further including, without limitation, obligations to Lender on promissory notes, checks, overdrafts, letter-of-credit agreements, loan agreements, security documents, endorsements, continuing guaranties, indemnity agreements, and agreements with respect to any swap, forward, future, or derivative transaction or option or similar agreement involving, or settled by reference to, one or more interest rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value together with any and all renewals, extensions amendments or modifications of the foregoing (collectively, the “Obligations”). Any payments by the Guarantor prior to a notice of default to Borrower and a demand by Lender to Guarantor for payment shall not reduce the maximum liability of the Guarantor under this Guaranty. The term “Obligor” as used in this Guaranty means, individually, collectively, and interchangeably any, each and/or all of Borrower, Guarantor and each co-maker, endorser, surety or guarantor of Borrower’s obligations to Lender.

2. **Agreement to be Bound by Other Documents.** Guarantor agrees to be bound by all of the terms and conditions of any notes, agreements, or other obligations in favor of Lender signed or incurred by Borrower. Guarantor hereby waives promptness, diligence, notice of default, notice of intent to accelerate, notice of acceleration, notice of acceptance of this Guaranty, notice of the incurring by Borrower of additional indebtedness, and all other notices and demands with respect to the Obligations and this Guaranty and further waives presentment, demand, dishonor and protest. Guarantor shall not have any rights of subrogation until the indefeasible payment in full in cash of all Obligations and any subrogation rights shall relate only to the collateral then held by Lender.

3. **Revocation.** Notice of revocation of this Guaranty will not be effective until ten (10) days after written notice thereof is delivered to an officer of Lender at the office where the Obligations were borrowed and such officer acknowledges in writing receipt of the notice (the “Effective Date”). Any such revocation shall be effective only as to indebtedness first incurred by Borrower after the Effective Date of notice of revocation as a result of new money advanced by

Lender to Borrower where no commitment or obligation on the part of the Lender to make such advance existed prior to the said Effective Date. This Guaranty shall remain in full force and effect after the Effective Date as to: (a) any Obligations incurred or arising prior to the Effective Date; (b) Obligations arising from extensions of credit Lender is bound to advance, and any other Obligations that Lender is bound to permit to be incurred, pursuant to any commitment or agreement entered into prior to the Effective Date; (c) any payments or proceeds of any collateral received by Lender on or before the Effective Date and applied to the Obligations which are subsequently repaid by Lender as a result of a court order entered after the Effective Date and which are deemed to be reinstated pursuant to the terms of this Guaranty; (d) all renewals, extensions, and modifications of any Obligations described in subsections (a), (b), and (c) herein, including any such renewals, extensions or modifications which may occur after the Effective Date; and (e) all related interest, attorneys' fees, collection costs and expenses, and other fees and charges owed by Borrower to Lender in connection with the Obligations. A notice of revocation shall not affect the liability of any person not giving such notice.

4. **Right of Set-Off.** To secure this Guaranty, Guarantor pledges to Lender, and grants to Lender a continuing lien and security interest in, and a right of set-off and compensation against, all property of Guarantor or in which Guarantor has an interest, including any such property Guarantor holds jointly with someone else, that is now or hereafter on deposit with, in the possession of, under the control of or held by Lender or any financial institution affiliate of Lender, including, without limitation, all cash, deposit accounts, funds on deposit, stocks, bonds, treasury obligations and other securities, investment property, financial assets, securities accounts, notes, documents, instruments, certificates of deposit, items, chattel paper, and other property (except IRA, pension, other tax-deferred retirement accounts and any accounts or property held in a trust or fiduciary capacity for which setoff would be prohibited by law), together with all property added to or substituted for any of the foregoing, and all interest, dividends, income, fruits, accessions and proceeds of any of the foregoing. The terms "deposit accounts," "instruments," "investment property," "documents," "chattel paper," "securities accounts," "financial assets" and "proceeds" shall have the meanings provided in the Florida Uniform Commercial Code, as the same may be amended from time to time.

5. **Financial Information and Covenants.** Guarantor covenants and agrees that, as long as the Obligations or any part thereof is outstanding, Guarantor shall promptly provide to Lender true and correct current financial statements and such other information regarding the financial condition, business and properties of Guarantor as Lender may require or request from time to time, all in form, substance and detail satisfactory to the Lender. The financial statements shall include, among other things, a balance sheet, a statement of cash flow and an income statement, in such form and reasonable detail as the Lender may request setting forth the financial condition of the Guarantor in a manner consistent with any prior financial statement, and with detailed information regarding (i) any entities, such as corporations, partnerships, or limited liability companies of which the Guarantor is the majority owner and (ii) any other entities or persons for which Guarantor is directly or contingently liable on debts or obligations of any kind incurred by those entities or persons. In addition, Guarantor will furnish promptly to Lender such additional information concerning the Guarantor, Guarantor's financial condition, business and properties as Lender may reasonably request from time to time.

All financial statements or records submitted to Lender via electronic means, including, without limitation by facsimile, open internet communications or other telephonic or electronic methods, including, without limitation, documents in Tagged Image Format Files ("TIFF") or Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect and the parties waive any rights they may have to object to such treatment. The Lender may rely on all such records in good faith as complete and accurate records produced or maintained by or on behalf of the party submitting such records.

6. **Payment and Performance.** This is a guaranty of payment and not of collection, and the liability of Guarantor shall be absolute and unconditional. In the event of default by Borrower in payment or performance of the Obligations, or any part thereof, when such Obligations become due, whether by its terms, by acceleration, or otherwise, Guarantor shall promptly pay the amount due thereon to Lender without notice or demand in lawful money of the United States of America. All payments of Guarantor pursuant to this Guaranty may be applied to the Obligations guaranteed hereby as Lender may elect in its sole discretion.

7. **Subordination of Rights.** Notwithstanding anything to the contrary contained in this Guaranty, Guarantor hereby irrevocably subordinates and abates, until the Obligations have been indefeasibly repaid in full in cash, any and all rights it may now or hereafter have under any agreement or at law or in equity (including, without limitation, any law subrogating Guarantor to the rights of Lender) to assert any claim against or seek contribution, indemnification or any other form of reimbursement from Borrower or any other Obligor for any payment made by Guarantor under or in connection with this Guaranty or otherwise. Notwithstanding the foregoing, if Guarantor is or becomes an "insider" (as defined from time to time in Section 101 of the U.S. Bankruptcy Code) with respect to Borrower, then Guarantor irrevocably and absolutely waives any and all rights of subrogation, contribution, indemnification, reimbursement or similar rights against Borrower with respect to the Obligations and this Guaranty, whether such rights arise under an express or implied contract or by operation of law, it being the intention of Guarantor and Lender that Guarantor will not be deemed to be a "creditor" (as defined in Section 101 of the U.S. Bankruptcy Code) of Borrower by reason of the existence of this Guaranty in the event that Borrower becomes a debtor in any proceeding under the U.S. Bankruptcy Code.

8. **Joint and Several Liability.** If this Guaranty is executed by more than one person, each person is bound by all of the provisions of this Guaranty and is jointly and severally liable for the payment in full of the entire amount stated herein in the same manner as if such person was the only person executing this Guaranty. The failure to sign this or any other guaranty or agreement by any other person shall not affect the liability of any party hereto. This Guaranty does not supersede or cancel, and is in addition to, any other endorsements, guaranties, or obligations with respect to Borrower that are separate and apart from this instrument, whether signed by Guarantor or by any other Obligor. This Guaranty shall not be affected or limited by the amount of any other such endorsements, guaranties, or obligations with respect to Borrower. To the extent permitted by law, Guarantor's obligations under this Guaranty shall continue notwithstanding any set-off, counterclaim, reduction, or diminution of the Obligations or any defense of any kind or nature (other than performance by Guarantor of its obligations hereunder) that Borrower may have or assert against Lender.

9. **Actions by Lender With Respect to Obligations.** Without releasing or affecting Guarantor's unconditional obligations hereunder, Lender may, one or more times, in its sole discretion, without notice to or the consent of Guarantor or any non-party Obligor, take any one or more of the following actions: (a) release, compromise, renew, increase, extend, accelerate or modify the obligations of Borrower or any other Obligor; (b) release, exchange, modify, or surrender in whole or in part Lender's rights with respect to any collateral for the Obligations; (c) with consent of Borrower modify or alter the term, interest rate or due date of any payment of any of the Obligations; (d) forbear to enforce the payment of any or all Obligations or grant any postponements, compromises, indulgences, waivers, surrenders or discharges or agree to modify the terms of its agreements with Guarantor, Borrower or any other Obligor; (e) change its manner of doing business with Guarantor, Borrower or any other person; (f) impute payments or proceeds of any collateral furnished for any of the Obligations, in whole or in part, to any of the Obligations, or retain the payments or proceeds as collateral for the Obligations without applying same toward payment of the Obligations; or (g) make loans to Borrower or permit Borrower to incur obligations in excess of the present amount of the Obligations, and Guarantor hereby expressly waives any defenses arising from any such actions. The release of liability of any person shall not affect the liability hereunder of any person who is not specifically released.

10. **Default; Remedies; Waivers.** For the avoidance of confusion, Guarantor acknowledges and agrees that a default or breach by Guarantor under any covenant, requirement or provision in this Guaranty shall also constitute a default under the documents and instruments evidencing the Obligations. The liability of Guarantor shall be primary and separate and independent of the obligations of Borrower or any other Obligor, and separate or joint actions may be instituted by Lender against any one or all of the Obligors (including Guarantor) or Borrower, as Lender may elect. Guarantor agrees that it shall not be necessary for Lender, in order to enforce such payment by Guarantor, first to institute suit or exhaust its remedies against Borrower or others liable on such Obligations, or to enforce any rights against any collateral which shall ever have been given to secure such Obligations. The liability of Guarantor will not be released, reduced, impaired or otherwise affected by, and Guarantor hereby waives and agrees not to assert any defenses based in whole or in part on, the following: (a) any exercise, failure to exercise or delay in exercising any right (including any right or redemption or other statutory right), remedy, power or privilege which Lender may have (even if such right, remedy, power or privilege is lost as a result) including without limitation an election to proceed with foreclosure which may destroy or otherwise impair the subrogation rights of the Guarantor or the right of the Guarantor to proceed against Borrower or any other Obligor for reimbursement, or both; (b) allegations concerning promptness or diligence or lack thereof on the part of Lender or any other person; (c) delay or failure to give notice of any kind including, without limitation, notice of default, intent to accelerate, acceleration, acceptance of this Guaranty or the incurring by Borrower of additional indebtedness, presentment, demand, dishonor and protest; (d) any requirement that Lender proceed against Borrower or any other person or entity or to proceed against or exhaust any collateral or security held by it at any time or to pursue any other remedy in its power before proceeding against Guarantor; (e) the invalidity, deficiency, illegality or unenforceability of all or any part of the Obligations or any document or agreement executed in connection with the Obligations for any reason whatsoever including, without limitation, the incapacity, lack of authority, death or

disability of, or revocation hereof or thereof by any other Obligor; (f) the release or discharge of Borrower from, or impairment or modification of, Borrower's obligations with respect to any of the Obligations in any Bankruptcy, receivership, or other insolvency proceeding or otherwise (g) the existence, creation or incurring of any new or additional indebtedness or obligation or any action or non-action on the part of any other person or entity whomsoever, in connection with any of the Obligations; (h) Lender's failure to obtain and perfect or to maintain the perfection or priority of, or the release or waiver of any rights of Lender to, any security interest in or lien on any collateral securing the Obligations or any other indebtedness of Borrower to Lender; (i) the failure of Lender or any other party to exercise diligence or reasonable care in the preservation, enforcement, sale or other handling or treatment of all or any part of any collateral securing the Obligations; (j) any failure by Lender to sell any collateral in a commercially reasonable manner at a public or private sale or to give Guarantor or any other party notice of any such sale or otherwise comply with any applicable provisions of the Florida Uniform Commercial Code; (k) any failure on the part of Lender to disclose to the undersigned any facts it may now or hereafter know about Borrower, the Obligations and/or any collateral for the Obligations; (l) any right or claim of right to cause a marshaling of Borrower's assets or to require Lender to proceed against Guarantor in any particular order; (m) Lender's course of dealing with Borrower or any other Obligor that may be at odds with the contractual terms of the documents evidencing the Obligations; or (n) any action or omission of any kind or at any time on the part of Lender in respect of any matter whatsoever or any other circumstance which might otherwise constitute a defense available to or a discharge of Borrower or other Obligors. Any action taken by Lender pursuant to the provisions herein contained or contained in the Obligations shall not release the party or parties to this Guaranty until all of the obligations of Borrower to Lender are paid and performed in full and no further disbursements remain available to Borrower from Lender. No failure on the part of Lender to exercise, and no delay in exercising any right, power, or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

11. **Amendments.** No amendment or waiver of any provision of this Guaranty, nor consent to any departure by Guarantor therefrom, shall in any event be effective unless the same shall be in writing and signed by Lender.

12. **Reliance by Lender.** Guarantor acknowledges and agrees that Lender is relying upon this Guaranty and the undertakings of Guarantor hereunder in making extensions of credit to Borrower and further acknowledges and agrees that the execution and delivery of this Guaranty is a material inducement to Lender in entering into the loan to the Borrower. Guarantor represents and warrants to Lender that Guarantor has received adequate consideration for Guarantor's guaranty hereunder of the Obligations and that such Obligations reasonably benefit or may be expected to benefit Guarantor directly or indirectly. Each Guarantor hereby acknowledges that there are no conditions to the full effectiveness of this Guaranty.

13. **Payment of Expenses.** Guarantor jointly and severally agree to pay on demand all reasonable attorneys' fees and expenses and all other costs and expenses incurred by Lender in

connection with the preparation, administration, enforcement, or collection of this Guaranty, whether or not suit is filed, and including all legal fees and expenses incurred by Lender in connection with any Bankruptcy proceeding affecting Borrower, Guarantor or the obligations and/or proceedings at both trial and appellate court levels, together with all other costs and expense incurred by Lender in the enforcement or collection of the obligations and/or this Guaranty.

14. Independent Access to Information. Guarantor hereby represents and warrants to Lender that such Guarantor has adequate means to obtain from Borrower on a continuing basis information concerning the financial condition and assets of Borrower and any other Obligor and that no Guarantor is relying upon Lender to provide (and Lender shall have no duty to provide) any such information to any Guarantor either now or in the future. Further, Guarantor represents, warrants and agrees that any appraisals or evaluations made now or in the future by or for Lender of the financial condition of any person or the value or condition of any property are solely for the benefit of Lender, and Guarantor has no right to rely on the same, Guarantor's obligations under this Guaranty being independent of any such appraisals or evaluations. Guarantor further agrees and acknowledges that (a) Lender is not a partner, joint venturer, alter-ego, manager, controlling person or other business associate or participant of any kind with Borrower, Guarantor or any other Obligor responsible for the Obligations, and Lender does not intend to ever assume any such status, or assume any fiduciary responsibility or duty to Borrower, Guarantor or any other Obligor, but intends that the relationship between Lender and such persons shall at all times remain that of debtor and creditor; and (b) by accepting, requiring, obtain or approving anything required to be performed or provided to Lender under any other loan document or instrument executed in connection with this Guaranty or the Obligations (or by failing to accept, require, obtain or approve same), including acceptance of, or procurement of, any certificate, financial statement, inspection, survey, plans and specifications, appraisal or insurance in connection with any collateral pledged to secure the Obligations, including, without limitation, real estate collateral, Lender does so solely for its own benefit, and Lender shall not be deemed to have warranted or represented the sufficiency or legal effect of the same to Borrower, Guarantor or such persons, and no such acceptance or approval shall constitute a warranty, representation or undertaking by Lender to anyone including Borrower, Guarantor or such persons with respect to the Obligations or the collateral pledged to secure the Obligations. By its execution below, Guarantor hereby acknowledges and agrees that it shall have no right, at law or inequity, to assert a claim against Lender based on the foregoing.

15. Successors and Assigns. This Guaranty shall be binding on Guarantor and Guarantor's heirs, legal representatives, successors and assigns and shall inure to the benefit of Lender, its successors, assigns, and any person or persons, or entities, including, without limitation, any Banking or other financial institution, to whom Lender may grant an interest in the Obligations, or any of them, and this Guaranty shall be binding on Guarantor to the extent of such assignment or interest. Any such assignment or grant of interest shall not operate to release Guarantor from any obligation to Lender hereunder with respect to any unassigned Obligations.

16. Reinstatement of Obligations. If Lender receives any payment or proceeds of collateral, which payment or proceeds or any part thereof are subsequently required, by any court of competent jurisdiction, to be repaid to Borrower, Borrower's estate, trustee, or any other party,

then to the extent of such repayment by Lender, the Obligations or part thereof which had been paid, reduced or satisfied by such amount shall be reinstated and continued in full force and effect as of the date the initial payment, reduction or satisfaction occurred, and Guarantor shall remain jointly and severally liable to Lender for the repayment of such amount reinstated. Guarantor shall defend and indemnify Lender from any claim or loss to Lender arising under this paragraph, including, without limitation, Lender's attorneys' fees and expenses in the defense of any such action or suit, WHETHER THE SAME IS A RESULT OF LENDER'S ORDINARY NEGLIGENCE (BUT NOT ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OR OTHERWISE.

17. **Sale/Assignment.** The Guarantor acknowledge(s) that the Lender has the right to sell, assign, transfer, negotiate, or grant participations in all or any part of the Obligations and any related obligations, including, without limit, this Guaranty, without notice to the undersigned and that the Lender may disclose any documents and information which the Lender now has or later acquires relating to the undersigned or to the Borrower or the Obligations in connection with such sale, assignment, transfer, negotiation, or participation. The Guarantor agree(s) that the Lender may provide information relating to this Guaranty or relating to the undersigned to the Lender's parent, affiliates, subsidiaries and service providers.

18. **GOVERNING LAW AND VENUE.** THIS GUARANTY SHALL BE GOVERNED AND CONTROLLED BY FLORIDA LAW WITHOUT REFERENCE TO THE CONFLICTS OF LAW PRINCIPLES THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. GUARANTOR HEREBY IRREVOCABLY SUBMITS AND CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT IN FLORIDA LOCATED IN THE SAME STATE JUDICIAL CIRCUIT OR FEDERAL JUDICIAL DISTRICT, AS APPLICABLE, AS THE OFFICE OF LENDER SPECIFIED IN THE FIRST PARAGRAPH OF THIS GUARANTY, AND AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING DIRECTLY, INDIRECTLY OR OTHERWISE IN CONNECTION WITH, OUT OF, RELATED TO OR FROM THIS GUARANTY SHALL BE LITIGATED ONLY IN ONE OF THE FOREGOING DESCRIBED COURTS. GUARANTOR, FOR ITSELF, ITS HEIRS, SUCCESSORS AND ASSIGNS AND ANY PERSON CLAIMING UNDER OR THROUGH ANY OF THEM, HEREBY KNOWINGLY WAIVES ANY AND ALL RIGHTS TO HAVE THE JURISDICTION AND VENUE OF, AND ANY LITIGATION ARISING DIRECTLY, INDIRECTLY OR OTHERWISE IN CONNECTION WITH, OUT OF, OR RELATED TO OR FROM THIS GUARANTY IN ANY OTHER COURT, AND GUARANTOR HEREBY KNOWINGLY WAIVES ANY AND ALL RIGHTS OR TO TRANSFER, DISMISS, OR CHANGE VENUE TO, TO REMOVE AN ACTION TO, OR TO TRANSFER, DISMISS, OR CHANGE VENUE TO ANY OTHER COURT. GUARANTOR FURTHER ACKNOWLEDGES AND AGREES THAT NEITHER LENDER NOR ANY PERSON ACTING ON BEHALF OF LENDER HAS IN ANY WAY AGREED WITH OR REPRESENTED TO GUARANTOR THAT THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN WAIVED OR WILL NOT BE FULLY ENFORCED BY LENDER.

19. **Severability.** If any provision of this Guaranty shall be held to be legally invalid or unenforceable by any court of competent jurisdiction, all remaining provisions of this Guaranty shall remain in full force and effect. This Guaranty is signed on and effective as of the date shown below.

20. **Savings Clause.** Guarantor and Lender stipulate and agree that it is their common and overriding intent to contract in strict compliance with applicable usury laws. In furtherance thereof, none of the terms of this Guaranty shall ever be construed to create a contract to pay, as consideration for the use, forbearance or detention of money, interest at a rate in excess of the maximum rate permitted by applicable law, and Guarantor shall never be liable for interest in excess of the maximum rate permitted by applicable law. If, for any reason whatever, such interest paid or received during the full term of the applicable indebtedness produces a rate which exceeds the maximum rate permitted by applicable law, Lender shall credit against the principal of such indebtedness (or, if such indebtedness shall have been paid in full, shall refund to the payor of such interest) such portion of said interest as shall be necessary to cause the interest paid to produce a rate equal to the maximum rate permitted by applicable laws.

21. **Notices.** Except as otherwise expressly provided herein, all notices and other communications provided for in this Guaranty shall be given in writing and made by facsimile or electronic transmission with mechanical or electronic confirmation of delivery or by registered or certified mail, return receipt requested, postage prepaid, or by hand delivery or expedited delivery service, with delivery charges prepaid and with acknowledged receipt of delivery. Except as otherwise provided in this Guaranty, all such communications shall be deemed to have been duly given when transmitted by facsimile, electronic transmission or when mailed or delivered in the manner specified.

22. **Counterparts.** This Guaranty may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Lender may, at its option and in its sole discretion, maintain and rely upon a photocopy, electronic copy or other reproduction of this Guaranty and Guarantor for itself, its heirs, successors and assigns and any person claiming by or through any of them, hereby waive any and all objections to, and claims and defenses based upon, the failure of Lender to produce the original hereof for any purpose whatsoever.

23. **WAIVER OF JURY TRIAL.** **BORROWER, TO THE EXTEND PERMITTED BY LAW, WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING FROM OR RELATED TO THIS NOTE.**

24. **Final Agreement.** This Guaranty embodies the final, entire agreement of Guarantor and Lender with respect to the subject matter hereof. No course of dealing between guarantor and Lender, no course of performance, usage of trade or evidence of any prior, contemporaneous or subsequent oral agreements or discussions or other extrinsic evidence of any nature shall be used to contradict, vary, supplement or modify any term of this guaranty. There are no oral agreements between guarantor and Lender.

Signature and notary on next page.

Dated effective January 20, 2023.

GUARANTOR:

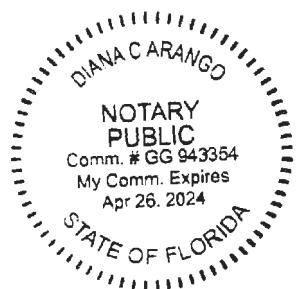
Freddie Lee Murray
Freddie Murray, individually

STATE OF FLORIDA

COUNTY OF Miami - Dade

The foregoing Continuing Guaranty was acknowledged before me by means of physical presence or online notarization, this 26th day of January 2023, by Freddie Murray, who is personally known to me or who has produced Drivers License as identification.

[SEAL]



(Signature)
Signature of Notary

Diana C. Carango
Printed Name of Notary

GG 943354
Serial Number, (if any)

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION**

BAY AREA LENDING SERVICES LLC, a
Florida limited liability company,

Plaintiff,

v.

Case No.

FAMILY INTERNATIONAL HOME
BUILDERS LLC, a Florida limited liability
company, TATIANA MURRAY, individually,
RANDELL J. WALDEN, SR., individually,
FREDDIE MURRAY, individually,
ALPHONSO DEROSIERS, individually, and
MORRISSEY & MORRISSEY
ENTERPRISES, LLC, a Florida limited liability
company,

Defendants.

/

EXHIBIT “F” TO THE VERIFIED COMPLAINT

CONTINUING GUARANTY

In consideration of BAY AREA LENDING SERVICES LLC (“Lender”), giving or extending credit to FAMILY INTERNATIONAL HOME BUILDERS LLC a Florida limited liability company (“Borrower”), the undersigned ALPHONSO DEROSIERS (hereinafter referred to as “Guarantor,” which term means individually, collectively, and interchangeably any, each and/or all of them if more than one), hereby enters into this Continuing Guaranty (hereinafter this “Guaranty”) in favor of Lender and agrees as follows:

1. **Guaranteed Obligations.** Guarantor, jointly and severally if more than one, unconditionally guarantees to Lender the prompt payment in full when due, whether by acceleration or otherwise, of any and all indebtedness, obligations and liabilities of any kind of Borrower to Lender, whether direct, indirect or contingent, due or to become due, now existing or hereafter arising, whether incurred by Borrower as primary obligor, co-maker, endorser, guarantor or surety, whether otherwise guaranteed or secured, and whether on open account, evidenced by an agreement or otherwise, including, without limitation, all principal sums, future advances, interest, attorneys’ fees, expenses of collection and costs, and further including, without limitation, obligations to Lender on promissory notes, checks, overdrafts, letter-of-credit agreements, loan agreements, security documents, endorsements, continuing guaranties, indemnity agreements, and agreements with respect to any swap, forward, future, or derivative transaction or option or similar agreement involving, or settled by reference to, one or more interest rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value together with any and all renewals, extensions amendments or modifications of the foregoing (collectively, the “Obligations”). Any payments by the Guarantor prior to a notice of default to Borrower and a demand by Lender to Guarantor for payment shall not reduce the maximum liability of the Guarantor under this Guaranty. The term “Obligor” as used in this Guaranty means, individually, collectively, and interchangeably any, each and/or all of Borrower, Guarantor and each co-maker, endorser, surety or guarantor of Borrower’s obligations to Lender.

2. **Agreement to be Bound by Other Documents.** Guarantor agrees to be bound by all of the terms and conditions of any notes, agreements, or other obligations in favor of Lender signed or incurred by Borrower. Guarantor hereby waives promptness, diligence, notice of default, notice of intent to accelerate, notice of acceleration, notice of acceptance of this Guaranty, notice of the incurring by Borrower of additional indebtedness, and all other notices and demands with respect to the Obligations and this Guaranty and further waives presentment, demand, dishonor and protest. Guarantor shall not have any rights of subrogation until the indefeasible payment in full in cash of all Obligations and any subrogation rights shall relate only to the collateral then held by Lender.

3. **Revocation.** Notice of revocation of this Guaranty will not be effective until ten (10) days after written notice thereof is delivered to an officer of Lender at the office where the Obligations were borrowed and such officer acknowledges in writing receipt of the notice (the “Effective Date”). Any such revocation shall be effective only as to indebtedness first incurred by Borrower after the Effective Date of notice of revocation as a result of new money advanced by

Lender to Borrower where no commitment or obligation on the part of the Lender to make such advance existed prior to the said Effective Date. This Guaranty shall remain in full force and effect after the Effective Date as to: (a) any Obligations incurred or arising prior to the Effective Date; (b) Obligations arising from extensions of credit Lender is bound to advance, and any other Obligations that Lender is bound to permit to be incurred, pursuant to any commitment or agreement entered into prior to the Effective Date; (c) any payments or proceeds of any collateral received by Lender on or before the Effective Date and applied to the Obligations which are subsequently repaid by Lender as a result of a court order entered after the Effective Date and which are deemed to be reinstated pursuant to the terms of this Guaranty; (d) all renewals, extensions, and modifications of any Obligations described in subsections (a), (b), and (c) herein, including any such renewals, extensions or modifications which may occur after the Effective Date; and (e) all related interest, attorneys' fees, collection costs and expenses, and other fees and charges owed by Borrower to Lender in connection with the Obligations. A notice of revocation shall not affect the liability of any person not giving such notice.

4. **Right of Set-Off.** To secure this Guaranty, Guarantor pledges to Lender, and grants to Lender a continuing lien and security interest in, and a right of set-off and compensation against, all property of Guarantor or in which Guarantor has an interest, including any such property Guarantor holds jointly with someone else, that is now or hereafter on deposit with, in the possession of, under the control of or held by Lender or any financial institution affiliate of Lender, including, without limitation, all cash, deposit accounts, funds on deposit, stocks, bonds, treasury obligations and other securities, investment property, financial assets, securities accounts, notes, documents, instruments, certificates of deposit, items, chattel paper, and other property (except IRA, pension, other tax-deferred retirement accounts and any accounts or property held in a trust or fiduciary capacity for which setoff would be prohibited by law), together with all property added to or substituted for any of the foregoing, and all interest, dividends, income, fruits, accessions and proceeds of any of the foregoing. The terms "deposit accounts," "instruments," "investment property," "documents," "chattel paper," "securities accounts," "financial assets" and "proceeds" shall have the meanings provided in the Florida Uniform Commercial Code, as the same may be amended from time to time.

5. **Financial Information and Covenants.** Guarantor covenants and agrees that, as long as the Obligations or any part thereof is outstanding, Guarantor shall promptly provide to Lender true and correct current financial statements and such other information regarding the financial condition, business and properties of Guarantor as Lender may require or request from time to time, all in form, substance and detail satisfactory to the Lender. The financial statements shall include, among other things, a balance sheet, a statement of cash flow and an income statement, in such form and reasonable detail as the Lender may request setting forth the financial condition of the Guarantor in a manner consistent with any prior financial statement, and with detailed information regarding (i) any entities, such as corporations, partnerships, or limited liability companies of which the Guarantor is the majority owner and (ii) any other entities or persons for which Guarantor is directly or contingently liable on debts or obligations of any kind incurred by those entities or persons. In addition, Guarantor will furnish promptly to Lender such additional information concerning the Guarantor, Guarantor's financial condition, business and properties as Lender may reasonably request from time to time.

All financial statements or records submitted to Lender via electronic means, including, without limitation by facsimile, open internet communications or other telephonic or electronic methods, including, without limitation, documents in Tagged Image Format Files ("TIFF") or Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect and the parties waive any rights they may have to object to such treatment. The Lender may rely on all such records in good faith as complete and accurate records produced or maintained by or on behalf of the party submitting such records.

6. **Payment and Performance.** This is a guaranty of payment and not of collection, and the liability of Guarantor shall be absolute and unconditional. In the event of default by Borrower in payment or performance of the Obligations, or any part thereof, when such Obligations become due, whether by its terms, by acceleration, or otherwise, Guarantor shall promptly pay the amount due thereon to Lender without notice or demand in lawful money of the United States of America. All payments of Guarantor pursuant to this Guaranty may be applied to the Obligations guaranteed hereby as Lender may elect in its sole discretion.

7. **Subordination of Rights.** Notwithstanding anything to the contrary contained in this Guaranty, Guarantor hereby irrevocably subordinates and abates, until the Obligations have been indefeasibly repaid in full in cash, any and all rights it may now or hereafter have under any agreement or at law or in equity (including, without limitation, any law subrogating Guarantor to the rights of Lender) to assert any claim against or seek contribution, indemnification or any other form of reimbursement from Borrower or any other Obligor for any payment made by Guarantor under or in connection with this Guaranty or otherwise. Notwithstanding the foregoing, if Guarantor is or becomes an "insider" (as defined from time to time in Section 101 of the U.S. Bankruptcy Code) with respect to Borrower, then Guarantor irrevocably and absolutely waives any and all rights or subrogation, contribution, indemnification, reimbursement or similar rights against Borrower with respect to the Obligations and this Guaranty, whether such rights arise under an express or implied contract or by operation of law, it being the intention of Guarantor and Lender that Guarantor will not be deemed to be a "creditor" (as defined in Section 101 of the U.S. Bankruptcy Code) of Borrower by reason of the existence of this Guaranty in the event that Borrower becomes a debtor in any proceeding under the U.S. Bankruptcy Code.

8. **Joint and Several Liability.** If this Guaranty is executed by more than one person, each person is bound by all of the provisions of this Guaranty and is jointly and severally liable for the payment in full of the entire amount stated herein in the same manner as if such person was the only person executing this Guaranty. The failure to sign this or any other guaranty or agreement by any other person shall not affect the liability of any party hereto. This Guaranty does not supersede or cancel, and is in addition to, any other endorsements, guaranties, or obligations with respect to Borrower that are separate and apart from this instrument, whether signed by Guarantor or by any other Obligor. This Guaranty shall not be affected or limited by the amount of any other such endorsements, guaranties, or obligations with respect to Borrower. To the extent permitted by law, Guarantor's obligations under this Guaranty shall continue notwithstanding any set-off, counterclaim, reduction, or diminution of the Obligations or any defense of any kind or nature (other than performance by Guarantor of its obligations hereunder) that Borrower may have or assert against Lender.

9. **Actions by Lender With Respect to Obligations.** Without releasing or affecting Guarantor's unconditional obligations hereunder, Lender may, one or more times, in its sole discretion, without notice to or the consent of Guarantor or any non-party Obligor, take any one or more of the following actions: (a) release, compromise, renew, increase, extend, accelerate or modify the obligations of Borrower or any other Obligor; (b) release, exchange, modify, or surrender in whole or in part Lender's rights with respect to any collateral for the Obligations; (c) with consent of Borrower modify or alter the term, interest rate or due date of any payment of any of the Obligations; (d) forbear to enforce the payment of any or all Obligations or grant any postponements, compromises, indulgences, waivers, surrenders or discharges or agree to modify the terms of its agreements with Guarantor, Borrower or any other Obligor; (e) change its manner of doing business with Guarantor, Borrower or any other person; (f) impute payments or proceeds of any collateral furnished for any of the Obligations, in whole or in part, to any of the Obligations, or retain the payments or proceeds as collateral for the Obligations without applying same toward payment of the Obligations; or (g) make loans to Borrower or permit Borrower to incur obligations in excess of the present amount of the Obligations, and Guarantor hereby expressly waives any defenses arising from any such actions. The release of liability of any person shall not affect the liability hereunder of any person who is not specifically released.

10. **Default; Remedies; Waivers.** For the avoidance of confusion, Guarantor acknowledges and agrees that a default or breach by Guarantor under any covenant, requirement or provision in this Guaranty shall also constitute a default under the documents and instruments evidencing the Obligations. The liability of Guarantor shall be primary and separate and independent of the obligations of Borrower or any other Obligor, and separate or joint actions may be instituted by Lender against any one or all of the Obligors (including Guarantor) or Borrower, as Lender may elect. Guarantor agrees that it shall not be necessary for Lender, in order to enforce such payment by Guarantor, first to institute suit or exhaust its remedies against Borrower or others liable on such Obligations, or to enforce any rights against any collateral which shall ever have been given to secure such Obligations. The liability of Guarantor will not be released, reduced, impaired or otherwise affected by, and Guarantor hereby waives and agrees not to assert any defenses based in whole or in part on, the following: (a) any exercise, failure to exercise or delay in exercising any right (including any right or redemption or other statutory right), remedy, power or privilege which Lender may have (even if such right, remedy, power or privilege is lost as a result) including without limitation an election to proceed with foreclosure which may destroy or otherwise impair the subrogation rights of the Guarantor or the right of the Guarantor to proceed against Borrower or any other Obligor for reimbursement, or both; (b) allegations concerning promptness or diligence or lack thereof on the part of Lender or any other person; (c) delay or failure to give notice of any kind including, without limitation, notice of default, intent to accelerate, acceleration, acceptance of this Guaranty or the incurring by Borrower of additional indebtedness, presentment, demand, dishonor and protest; (d) any requirement that Lender proceed against Borrower or any other person or entity or to proceed against or exhaust any collateral or security held by it at any time or to pursue any other remedy in its power before proceeding against Guarantor; (e) the invalidity, deficiency, illegality or unenforceability of all or any part of the Obligations or any document or agreement executed in connection with the Obligations for any reason whatsoever including, without limitation, the incapacity, lack of authority, death or

disability of, or revocation hereof or thereof by any other Obligor; (f) the release or discharge of Borrower from, or impairment or modification of, Borrower's obligations with respect to any of the Obligations in any Bankruptcy, receivership, or other insolvency proceeding or otherwise (g) the existence, creation or incurring of any new or additional indebtedness or obligation or any action or non-action on the part of any other person or entity whomsoever, in connection with any of the Obligations; (h) Lender's failure to obtain and perfect or to maintain the perfection or priority of, or the release or waiver of any rights of Lender to, any security interest in or lien on any collateral securing the Obligations or any other indebtedness of Borrower to Lender; (i) the failure of Lender or any other party to exercise diligence or reasonable care in the preservation, enforcement, sale or other handling or treatment of all or any part of any collateral securing the Obligations; (j) any failure by Lender to sell any collateral in a commercially reasonable manner at a public or private sale or to give Guarantor or any other party notice of any such sale or otherwise comply with any applicable provisions of the Florida Uniform Commercial Code; (k) any failure on the part of Lender to disclose to the undersigned any facts it may now or hereafter know about Borrower, the Obligations and/or any collateral for the Obligations; (l) any right or claim of right to cause a marshaling of Borrower's assets or to require Lender to proceed against Guarantor in any particular order; (m) Lender's course of dealing with Borrower or any other Obligor that may be at odds with the contractual terms of the documents evidencing the Obligations; or (n) any action or omission of any kind or at any time on the part of Lender in respect of any matter whatsoever or any other circumstance which might otherwise constitute a defense available to or a discharge of Borrower or other Obligors. Any action taken by Lender pursuant to the provisions herein contained or contained in the Obligations shall not release the party or parties to this Guaranty until all of the obligations of Borrower to Lender are paid and performed in full and no further disbursements remain available to Borrower from Lender. No failure on the part of Lender to exercise, and no delay in exercising any right, power, or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

11. **Amendments.** No amendment or waiver of any provision of this Guaranty, nor consent to any departure by Guarantor therefrom, shall in any event be effective unless the same shall be in writing and signed by Lender.

12. **Reliance by Lender.** Guarantor acknowledges and agrees that Lender is relying upon this Guaranty and the undertakings of Guarantor hereunder in making extensions of credit to Borrower and further acknowledges and agrees that the execution and delivery of this Guaranty is a material inducement to Lender in entering into the loan to the Borrower. Guarantor represents and warrants to Lender that Guarantor has received adequate consideration for Guarantor's guaranty hereunder of the Obligations and that such Obligations reasonably benefit or may be expected to benefit Guarantor directly or indirectly. Each Guarantor hereby acknowledges that there are no conditions to the full effectiveness of this Guaranty.

13. **Payment of Expenses.** Guarantor jointly and severally agree to pay on demand all reasonable attorneys' fees and expenses and all other costs and expenses incurred by Lender in

connection with the preparation, administration, enforcement, or collection of this Guaranty, whether or not suit is filed, and including all legal fees and expenses incurred by Lender in connection with any Bankruptcy proceeding affecting Borrower, Guarantor or the obligations and/or proceedings at both trial and appellate court levels, together with all other costs and expense incurred by Lender in the enforcement or collection of the obligations and/or this Guaranty.

14. **Independent Access to Information.** Guarantor hereby represents and warrants to Lender that such Guarantor has adequate means to obtain from Borrower on a continuing basis information concerning the financial condition and assets of Borrower and any other Obligor and that no Guarantor is relying upon Lender to provide (and Lender shall have no duty to provide) any such information to any Guarantor either now or in the future. Further, Guarantor represents, warrants and agrees that any appraisals or evaluations made now or in the future by or for Lender of the financial condition of any person or the value or condition of any property are solely for the benefit of Lender, and Guarantor has no right to rely on the same, Guarantor's obligations under this Guaranty being independent of any such appraisals or evaluations. Guarantor further agrees and acknowledges that (a) Lender is not a partner, joint venturer, alter-ego, manager, controlling person or other business associate or participant of any kind with Borrower, Guarantor or any other Obligor responsible for the Obligations, and Lender does not intend to ever assume any such status, or assume any fiduciary responsibility or duty to Borrower, Guarantor or any other Obligor, but intends that the relationship between Lender and such persons shall at all times remain that of debtor and creditor; and (b) by accepting, requiring, obtain or approving anything required to be performed or provided to Lender under any other loan document or instrument executed in connection with this Guaranty or the Obligations (or by failing to accept, require, obtain or approve same), including acceptance of, or procurement of, any certificate, financial statement, inspection, survey, plans and specifications, appraisal or insurance in connection with any collateral pledged to secure the Obligations, including, without limitation, real estate collateral, Lender does so solely for its own benefit, and Lender shall not be deemed to have warranted or represented the sufficiency or legal effect of the same to Borrower, Guarantor or such persons, and no such acceptance or approval shall constitute a warranty, representation or undertaking by Lender to anyone including Borrower, Guarantor or such persons with respect to the Obligations or the collateral pledged to secure the Obligations. By its execution below, Guarantor hereby acknowledges and agrees that it shall have no right, at law or inequity, to assert a claim against Lender based on the foregoing.

15. **Successors and Assigns.** This Guaranty shall be binding on Guarantor and Guarantor's heirs, legal representatives, successors and assigns and shall inure to the benefit of Lender, its successors, assigns, and any person or persons, or entities, including, without limitation, any Banking or other financial institution, to whom Lender may grant an interest in the Obligations, or any of them, and this Guaranty shall be binding on Guarantor to the extent of such assignment or interest. Any such assignment or grant of interest shall not operate to release Guarantor from any obligation to Lender hereunder with respect to any unassigned Obligations.

16. **Reinstatement of Obligations.** If Lender receives any payment or proceeds of collateral, which payment or proceeds or any part thereof are subsequently required, by any court of competent jurisdiction, to be repaid to Borrower, Borrower's estate, trustee, or any other party,

then to the extent of such repayment by Lender, the Obligations or part thereof which had been paid, reduced or satisfied by such amount shall be reinstated and continued in full force and effect as of the date the initial payment, reduction or satisfaction occurred, and Guarantor shall remain jointly and severally liable to Lender for the repayment of such amount reinstated. Guarantor shall defend and indemnify Lender from any claim or loss to Lender arising under this paragraph, including, without limitation, Lender's attorneys' fees and expenses in the defense of any such action or suit, WHETHER THE SAME IS A RESULT OF LENDER'S ORDINARY NEGLIGENCE (BUT NOT ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OR OTHERWISE.

17. **Sale/Assignment.** The Guarantor acknowledge(s) that the Lender has the right to sell, assign, transfer, negotiate, or grant participations in all or any part of the Obligations and any related obligations, including, without limit, this Guaranty, without notice to the undersigned and that the Lender may disclose any documents and information which the Lender now has or later acquires relating to the undersigned or to the Borrower or the Obligations in connection with such sale, assignment, transfer, negotiation, or participation. The Guarantor agree(s) that the Lender may provide information relating to this Guaranty or relating to the undersigned to the Lender's parent, affiliates, subsidiaries and service providers. —

18. **GOVERNING LAW AND VENUE.** THIS GUARANTY SHALL BE GOVERNED AND CONTROLLED BY FLORIDA LAW WITHOUT REFERENCE TO THE CONFLICTS OF LAW PRINCIPLES THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. GUARANTOR HEREBY IRREVOCABLY SUBMITS AND CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT IN FLORIDA LOCATED IN THE SAME STATE JUDICIAL CIRCUIT OR FEDERAL JUDICIAL DISTRICT, AS APPLICABLE, AS THE OFFICE OF LENDER SPECIFIED IN THE FIRST PARAGRAPH OF THIS GUARANTY, AND AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING DIRECTLY, INDIRECTLY OR OTHERWISE IN CONNECTION WITH, OUT OF, RELATED TO OR FROM THIS GUARANTY SHALL BE LITIGATED ONLY IN ONE OF THE FOREGOING DESCRIBED COURTS. GUARANTOR, FOR ITSELF, ITS HEIRS, SUCCESSORS AND ASSIGNS AND ANY PERSON CLAIMING UNDER OR THROUGH ANY OF THEM, HEREBY KNOWINGLY WAIVES ANY AND ALL RIGHTS TO HAVE THE JURISDICTION AND VENUE OF, AND ANY LITIGATION ARISING DIRECTLY, INDIRECTLY OR OTHERWISE IN CONNECTION WITH, OUT OF, OR RELATED TO OR FROM THIS GUARANTY IN ANY OTHER COURT, AND GUARANTOR HEREBY KNOWINGLY WAIVES ANY AND ALL RIGHTS OR TO TRANSFER, DISMISS, OR CHANGE VENUE TO, TO REMOVE AN ACTION TO, OR TO TRANSFER, DISMISS, OR CHANGE VENUE TO ANY OTHER COURT. GUARANTOR FURTHER ACKNOWLEDGES AND AGREES THAT NEITHER LENDER NOR ANY PERSON ACTING ON BEHALF OF LENDER HAS IN ANY WAY AGREED WITH OR REPRESENTED TO GUARANTOR THAT THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN WAIVED OR WILL NOT BE FULLY ENFORCED BY LENDER.

19. **Severability.** If any provision of this Guaranty shall be held to be legally invalid or unenforceable by any court of competent jurisdiction, all remaining provisions of this Guaranty shall remain in full force and effect. This Guaranty is signed on and effective as of the date shown below.

20. **Savings Clause.** Guarantor and Lender stipulate and agree that it is their common and overriding intent to contract in strict compliance with applicable usury laws. In furtherance thereof, none of the terms of this Guaranty shall ever be construed to create a contract to pay, as consideration for the use, forbearance or detention of money, interest at a rate in excess of the maximum rate permitted by applicable law, and Guarantor shall never be liable for interest in excess of the maximum rate permitted by applicable law. If, for any reason whatever, such interest paid or received during the full term of the applicable indebtedness produces a rate which exceeds the maximum rate permitted by applicable law, Lender shall credit against the principal of such indebtedness (or, if such indebtedness shall have been paid in full, shall refund to the payor of such interest) such portion of said interest as shall be necessary to cause the interest paid to produce a rate equal to the maximum rate permitted by applicable laws.

21. **Notices.** Except as otherwise expressly provided herein, all notices and other communications provided for in this Guaranty shall be given in writing and made by facsimile or electronic transmission with mechanical or electronic confirmation of delivery or by registered or certified mail, return receipt requested, postage prepaid, or by hand delivery or expedited delivery service, with delivery charges prepaid and with acknowledged receipt of delivery. Except as otherwise provided in this Guaranty, all such communications shall be deemed to have been duly given when transmitted by facsimile, electronic transmission or when mailed or delivered in the manner specified.

22. **Counterparts.** This Guaranty may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Lender may, at its option and in its sole discretion, maintain and rely upon a photocopy, electronic copy or other reproduction of this Guaranty and Guarantor for itself, its heirs, successors and assigns and any person claiming by or through any of them, hereby waive any and all objections to, and claims and defenses based upon, the failure of Lender to produce the original hereof for any purpose whatsoever.

23. WAIVER OF JURY TRIAL. BORROWER, TO THE EXTEND PERMITTED BY LAW, WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING FROM OR RELATED TO THIS NOTE.

24. **Final Agreement.** This Guaranty embodies the final, entire agreement of Guarantor and Lender with respect to the subject matter hereof. No course of dealing between guarantor and Lender, no course of performance, usage of trade or evidence of any prior, contemporaneous or subsequent oral agreements or discussions or other extrinsic evidence of any nature shall be used to contradict, vary, supplement or modify any term of this guaranty. There are no oral agreements between guarantor and Lender.

Signature and notary on next page.

Dated effective January 20, 2023.

GUARANTOR:

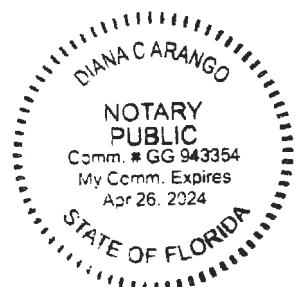
Alphonso Derosiers
Alphonso Derosiers, individually

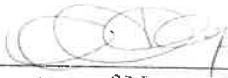
STATE OF FLORIDA

COUNTY OF Miami-Dade

The foregoing Continuing Guaranty was acknowledged before me by means of physical presence or online notarization, this 26 day of January 2023, by Alphonso Derosiers, who is personally known to me or who has produced Driver's License as identification.

[SEAL]




Signature of Notary

Diana C. Carango
Printed Name of Notary

GG 943354
Serial Number, (if any)

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION**

BAY AREA LENDING SERVICES LLC, a
Florida limited liability company,

Plaintiff,

v.

Case No.

FAMILY INTERNATIONAL HOME
BUILDERS LLC, a Florida limited liability
company, TATIANA MURRAY, individually,
RANDELL J. WALDEN, SR., individually,
FREDDIE MURRAY, individually,
ALPHONSO DEROSIERS, individually, and
MORRISSEY & MORRISSEY
ENTERPRISES, LLC, a Florida limited liability
company,

Defendants.

/

EXHIBIT “G” TO THE VERIFIED COMPLAINT

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, dated this 27th day of January, 2023, is by and among **BAY AREA LENDING SERVICES LLC**, a Florida limited liability company (the "Lender") and **MORRISSEY & MORRISSEY ENTERPRISES, LLC**, a Florida limited liability company (the "Creditor").

R E C I T A L S:

A. The Lender intends to extend a loan pursuant to a Promissory Note in the amount of \$1,846,000.00 made by FAMILY INTERNATIONAL HOME BUILDERS LLC (the "Obligor") in favor of the Lender (the "Loan") along with other agreements, guarantees and instruments of security (the "Loan Documents").

B. The Obligor is indebted to the Creditor pursuant to a Renewal Promissory Note dated January 25, 2023 in the original principal amount of \$888,660.48 (the "Creditor Debt").

C. As a condition to the Lenders' agreement to make the Loan, the Lender has required that Creditor enter into this Subordination Agreement to confirm the subordinate priority of the Creditor Debt, and to agree to the other provisions hereinafter set forth.

NOW, THEREFORE, the Lender and Creditor agree as follows:

1. **Subordination**. Creditor hereby confirms the subordinate status of all of its respective right, title and interest to any payment and collateral under the Creditor Debt, and does hereby subordinate the Creditor Debt to the Loan.

2. **Representations and Warranties**. Creditor represents and warrants that this Subordination Agreement is legal, valid, binding and enforceable in accordance with its terms, and the Creditor Debt has not otherwise been previously assigned or subordinated to any other party.

3. **Distribution**. In the event: (A) any case is commenced by or against any Obligor under Title 11, United States Code; (B) any insolvency, bankruptcy, receivership, liquidation, reorganization, arrangement or similar proceeding is commenced by or against any Obligor or its property; (C) any liquidation or dissolution or winding up of the affairs of any Obligor shall commence or occur; (D) an assignment for benefit of creditors shall be made by any Obligor; (E) Creditor shall declare a default under the terms of the Creditor Debt; or (F) an event of default occurs under the terms of the Loan, then all obligations of the Obligor to the Lender under the Loan Documents (including interest accruing after the commencement thereof) shall represent a priority claim against the Obligor, and any payments or proceeds from any collateral shall first be paid to the Lender before any payment shall be made to Creditor.

4. Termination. If at any time the obligations of the Obligor owed to the Lender have been paid in full and the Loan terminated, upon notice to the Creditor from the Lender, this Subordination Agreement shall terminate. No person or entity other than Creditor and the Lender shall have any right, benefit, priority or interest under or because of the existence of this Subordination Agreement.

5. Waiver. No consent or waiver shall be deemed to have been made by the Lender or Creditor of any of their respective rights hereunder unless such waiver or consent is in writing, signed by the Lender or Creditor, and then only with respect to the specific instance involved. This Subordination Agreement may be amended only by a writing signed by all parties hereto.

6. Binding Effect. This Subordination Agreement shall be binding upon all the parties hereto and their respective successors and assigns.

7. Governing Law. This Subordination Agreement shall be governed by the laws of the State of Florida.

CREDITOR:

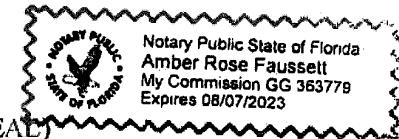
MORRISSEY & MORRISSEY ENTERPRISES,
LLC, Florida limited liability company

By: _____
Title: Manager

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of personal presence or online notarization this 27th day of January, 2023, by Lester Morrissey, as Managing Member of Morrissey & Morrissey Enterprises, LLC, a Florida limited liability company, who executed the foregoing on behalf of the company.

- Personally known
 Driver's License
 Other Identification Produced

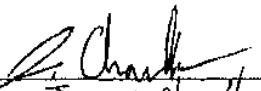


Amber Rose Faussett
Notary Public

Amber Rose Faussett
Print or type name of Notary

LENDER:

BAY AREA LENDING SERVICES LLC, Florida
limited liability company


By James Chandler
Title: MGR

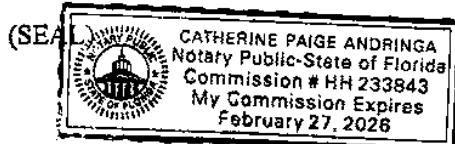
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of personal presence or online notarization this 2nd day of January, 2023, by James Chandler as Authorized Member of Bay Area Lending Services LLC, a Florida limited liability company, on behalf of the Lender.

- Personally known
 Florida Driver's License
 Other Identification Produced


Notary Public

Print or type name of Notary



**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION**

BAY AREA LENDING SERVICES LLC, a
Florida limited liability company,

Plaintiff,

v.

Case No.

FAMILY INTERNATIONAL HOME
BUILDERS LLC, a Florida limited liability
company, TATIANA MURRAY, individually,
RANDELL J. WALDEN, SR., individually,
FREDDIE MURRAY, individually,
ALPHONSO DEROSIERS, individually, and
MORRISSEY & MORRISSEY
ENTERPRISES, LLC, a Florida limited liability
company,

Defendants.

/

EXHIBIT “H” TO THE VERIFIED COMPLAINT

ANTHONY & PARTNERS

ATTORNEYS AT LAW

DIRECT: 813-273-5609

FLAFALCE@ANTHONYANDPARTNERS.COM

100 South Ashley Drive

SUITE 1600

TAMPA, FL 33602

MAIN: 813-273-5616

FAX: 813-221-4113

ANTHONYANDPARTNERS.COM

September 12, 2023

VIA FEDERAL EXPRESS

Tatiana Murray

Freddie Murray

Alphonso Derosiers

Randell J. Walden, Sr.

Family International Home Builders LLC

7860 W. Commercial Blvd

Suite 200 #671

Lauderhill, Florida 33351

Re: Bay Area Lending Services LLC/Family International Home Builders LLC
Loan in the amount of \$1,846,000.00 (the "7210 Gulf Blvd Obligation")

Dear Ms. Murray, Mr. Murray, Mr. Derosiers, and Mr. Walden:

The lending relationship referenced above has been referred to the undersigned for collection by Bay Area Lending Services LLC (the "Lender") as against Family International Home Builders LLC (the "Borrower") and Tatiana Murray, Freddie Murray, Alphonso Derosiers, and Randell J. Walden, Sr. (collectively, the "Guarantors") (collectively the "Obligors"). Any requests that you may have regarding the content of this letter should be addressed to the undersigned at the address set forth above, and can also be e-mailed to flafalce@anthonyandpartners.com for purposes of receiving a reply. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

By way of brief background, the 7210 Gulf Blvd Obligation is principally owed by the Borrower and is evidenced by a series of loan documents (collectively, the "Loan Documents"). Immediate demand for payment of all amounts due under the Obligation is being made herein. The Loan Documents are comprised of documentation including but not limited to the following:

- a. "Mortgage, Security Agreement, Financing Statement and Assignment of Rents," executed and delivered by the Borrower to the Lender on or as of January 23, 2023, the Lender having perfected its security interest and lien upon the real property as more fully described therein.
- b. "Commercial Note," executed and delivered by the Borrower to the Lender on or as of January 23, 2023 in the original principal amount of \$1,846,000.00.

ANTHONY & PARTNERS, LLC

Page 2

- c. "Continuing Guaranty" executed and delivered by Tatiana Murray to the Lender on or as of January 23, 2023.
- d. "Continuing Guaranty" executed and delivered by Randell J. Walden, Sr. to the Lender on or as of January 23, 2023.
- e. "Continuing Guaranty" executed and delivered by Freddie Murray to the Lender on or as of January 23, 2023.
- f. "Continuing Guaranty" executed and delivered by Alphonso Derosiers to the Lender on or as of January 23, 2023.

You have failed to make the payment that was due on September 1, 2023, and the full amount of all subsequent payments. Demand is hereby made in a manner consistent with the Loan Documents as to the Obligation. The 7210 Gulf Blvd Obligation is therefore hereby demanded in the aggregate amount of \$1,880,905.60 as of September 12, 2023, together with after-accruing interest, as follows:

Principal	\$ 1,846,000.00
Contract Rate Interest	18,460.00
Default Rate Interest(\$1,264.3835 per diem as of 9/1/23)	15,172.60
Late Fees	923.00
Attorneys Fees	350.00

TOTAL AMOUNT DUE: **\$ 1,880,905.60**

I note that interest since that date is entitled to be computed at the Lender's applicable default interest rate under the Loan Documents, but in no event higher than the maximum interest allowed by law, pursuant to Florida Statutes § 687.071 and other applicable law. Similarly, attorneys' fees and court costs are recoverable pursuant to the Loan Documents as a component of the Obligation, and these claim components continue to augment while the lending relationship requires the attention of counsel. All of these issues are more fully addressed below.

Your payment should be made payable to Bay Area Lending Services LLC and delivered to Anthony & Partners, LLC, 100 S. Ashley Drive, Suite 1600, Tampa, Florida, 33602, within ten (10) days from the date of this letter. For purposes of this demand, payment by you must include the applicable additional stated interest based upon the per diem and accrued interest set forth above. The Lender reserves the right to initiate litigation (in any court of competent jurisdiction)

ANTHONY & PARTNERS, LLC

Page 3

if it determines that this is appropriate, prior to the expiration of the ten (10) day notice period set forth herein; however, any such litigation will be dismissed in the event that payment in full is timely received. The debt will be assumed to be valid by the Lender, unless you, within ten (10) days after the receipt of this notice, dispute in writing, the validity of the debt or some portion thereof.

Payment should be by cashiers' check, certified funds, or money order. Alternatively, wire instructions are available upon request. Should the Lender receive a partial payment from you, such payment will be applied in a manner permitted under the Loan Documents, at the discretion of the Lender. Under such circumstances, such payment and the resulting credit will not alter the status of the lending relationship as fully accelerated and demanded. The Lender expressly reserves the right to seek compensation and reimbursement for prospective default rate interest, collection charges, attorneys' fees, and related costs that may be incurred as a result of continuing defaults. Any questions or comments regarding the current interest computation, or other claim components, can be directed to the undersigned.

Prospectively, as in the past, the Lender and you may discuss potential alternatives for consensually resolving this problem loan relationship without the sacrifice of the full range of rights and remedies available to the Lender. As a threshold matter, although pre-default negotiations may have occurred, any proposal or concept previously discussed by the Lender is hereby declared null, void, withdrawn, and superseded by this demand. Notwithstanding the same, and consistently with Florida Statutes § 90.408 and Federal Rule of Evidence 408, confidential settlement negotiations may hereafter occur regarding this problem lending relationship. If so, these negotiations will not be admissible to vary or modify the legal import of the demand set forth above, just as in the past. Additionally and pursuant to Florida Statutes §687.0304, no conduct or communication of the Lender will be construed as a waiver, release, or other modification of the full range of options that the Lender enjoys under applicable law at this time. Recognizing that all of these statutes are consistent with the express provisions of the Loan Documents, I do not anticipate that the reservation of rights restated herein comes as a surprise in any respect.

We trust that you will give this matter your prompt attention so that the time, expense, and energy associated with litigation can be allocated by all parties toward more productive endeavors. In closing, I would ask that you, and your counsel if you retain counsel, refrain from contacting the Lender directly from now on.

Very truly yours,



Frank A. Lafalce

cc: Bay Area Lending Services LLC
James Cramer, Resident Agent

FROM:
Anthony and Partners LLC
100 South Ashley Drive
Suite 1900
Tampa FL 33602
US

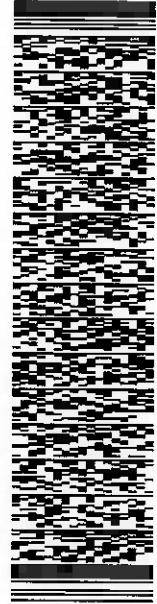
TOTATIANA MURRAY

2338 NW 51st

MAMI FL 33142
(813) 273-5616
INV
P.O.

REF 20050301

DEPT:



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(US)
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DIMMED 12X9X1 IN
BILL SENDER

TRK# 7733 8862 8103

33142

9622 0019 0 (000 000 0000), 0 00 7733 8862 8103

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Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide and applicable tariff, available upon request. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations, including limitations on our liability, can be found in the current FedEx Service Guide and applicable tariff apply. In no event shall FedEx Ground be liable for any special, incidental, or consequential damages, including, without limitation, loss of profit, loss to the intrinsic value of the package, loss of sale, interest income or attorney's fees. Recovery cannot exceed actual documented loss. Items of extraordinary value are subject to separate limitations of liability set forth in the Service Guide and tariff. Written claims must be filed within strict time limits, see current FedEx Service Guide.

FROM:
 Anthony and Partners LLC
 (813) 273-5616
 100 South Ashley Drive
 Suite 1000
 Tampa FL 33602
 US

TO: FREDDIE MURRAY

SHIP DATE: 12-SEP-23
 ACT WGT: 1.00 LB
 CAD: 100.85943 IN
 DIMMED: 12.9 X 11.4640
 BILL SENDER

2338 NW 51st

MAMI FL 33142
 (813) 273-5616
 INV
 PO:

REF: 20050301
 DEPT:

(US)
 583.48B359AE3



J233123073101uv

TRK# 7733 8863 5962

33142

9622 0019 0 (000 000 0000) 0 00 7733 8863 5962

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FROM:
Anthony and Partners LLC (813) 273-5616
100 South Ashley Drive
Suite 1800
Tampa FL 33602
US

SHP DATE 12SEP23
ACTWGT 1.00 LB
CAD 10085943NET4640
CMMED 12X9X1IN
BILL SENDER

TO ALPHONSO DEROSIERS

2338 NW 51st

MAI FL 33142
(813) 273-5616

REF 20050301

PO

DEPT.

(US)
583J48B359AE3

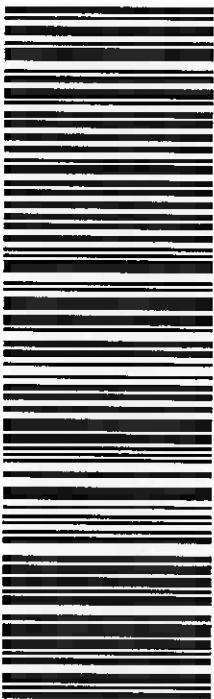


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TRK# 7733 8865 5346

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9622 0019 0 (000 000 0000) 0 00 7733 8865 5346



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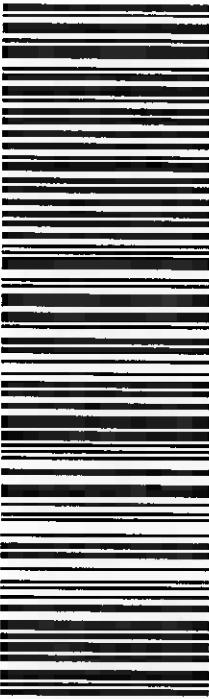
FROM: Anthony and Partners LLC (813) 273-5616
 100 South Ashley Drive
 Suite 1900
 Tampa FL 33602
 US

TO: TORANDELL J. WALDEN, SR

7300 NW 49CT

LAUDERHILL FL 33309
 (813) 273-5616
 INV REF 20050301
 P.O. DEPT.

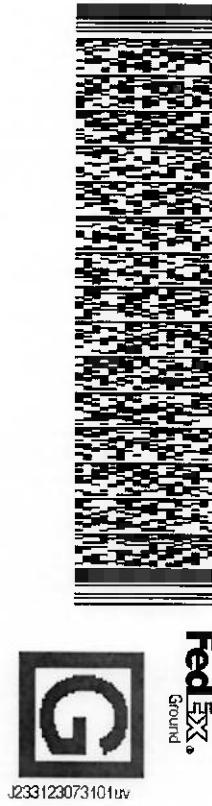
SHIP DATE 12SEP23
 ACT WGT 1.00 LB
 CAD 100.65943 NET 46.40
 DIMMED 12x9x1 IN
 BILL SENIER



9622 0019 0 (000 000 0000) 0 00 7733 8868 4103

TRK# 7733 8868 4103

33309

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FROM:
Anthony and Partners LLC
100 South Ashley Drive
Suite 1900
Tampa FL 33602

(813) 273-5616

SHIP DATE 12SEP23
ACTWTG 1.00 LB
CAD 10005943NET4640
DIMMED 12x9x1 IN
BILL SENDER

TO: FAMILY INTERNATIONAL HOME BUILDERS

7860 W COMMERCIAL BLVD,

SUITE 200 #671

LAUDERHILL FL 33351

(813) 273-5616

REF 20050304

INV

PO

DEPT



J233123073101uv

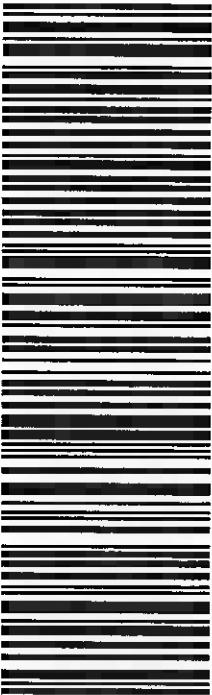
(US)

583.149B359AE3

TRK# 7733 8872 0080

33351

9622 0019 0 (000 000 0000) 00 7733 8872 0080



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Exhibit “B”

IN THE CIRCUIT COURT FOR THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PASCO/PINELLAS COUNTY, FLORIDA
CIVIL DIVISION

BAY AREA LENDING SERVICES LLC,
a Florida limited liability company,

Plaintiff(s),

v.

FAMILY INTERNATIONAL HOME
BUILDERS LLC, a Florida limited liability
company, et, al.

REF #:
UCN: 23-8560-CI

Defendant(s).

UNIFORM FINAL JUDGMENT OF FORECLOSURE

THIS MATTER was heard before the Court on the Order to Show Cause
(motion/trial) of Plaintiff, Bay Area Lending Services, LLC (name), on
February 18, 2025 (date). After consideration of all evidence presented, this Court rules as follows:

IT IS ADJUDGED that:

1. Plaintiff has submitted a Certificate of Compliance with Foreclosure Procedures in compliance with Administrative Order 2019-004 or any subsequent Administrative Order.
2. VALUE OF CLAIM: At the initiation of this action, in accordance with section 28.241(1)(a)2.b., Florida Statutes, Plaintiff estimated the amount in controversy of the claim to be \$ 1,907,964.55. In accordance with section 28.241(1)(a)2.c., Florida Statutes, the Court identifies the actual value of the claim to be \$ 2,548,298.43, as set forth below. For any difference between the estimated amount in controversy and the actual value of the claim that requires the filing fee to be adjusted, the Clerk shall adjust the filing fee. In determining whether the filing fee needs to be adjusted, the following graduated filing fee scale in section 28.241(1)(a)2.d., Florida Statutes, controls:

\$400	Value of claim less than or equal to \$50,000 with 5 defendants or less
\$905	Value of claim greater than \$50,000 but less than \$250,000 with 5 defendants or less
\$1,905	Value of claim \$250,000 or greater with 5 defendants or less

If an excess filing fee was paid, the Clerk shall provide a refund of the excess fee. If an additional filing fee is owed, the Plaintiff shall pay the additional fee at least 24 hours prior to the judicial sale. If any additional filing fee owed is not paid prior to the judicial sale, the Clerk shall cancel the judicial sale without further order of the Court.

3. The following amounts are due and owed to the Plaintiff:

Principal due on the note secured by the mortgage foreclosed:	\$ 1,846,000.00
Interest on the note and mortgage from 8/1/23 to 8/31/23	\$ 18,460.00
Per diem interest at .25 % from 8/1/23 to 11/18/24	\$ 670,123.25
Late charges	\$ 923.00
Escrow advances	\$
Title search expenses	\$ 350.00
Taxes for the year(s) of	\$
Insurance premiums	\$ 5,564.43
Court costs:	\$
Filing fee	\$ 1,986.68
Service of process \$ 75.70 per defendant	\$ 378.50
Publication for	\$
SUBTOTAL	\$
Additional costs	\$
SUBTOTAL	\$ 2,537,298.43
Attorney's fees	\$ 11,000.00
Less: Undisbursed escrow funds	\$
Less: Unearned insurance premiums	\$
Less: Miscellaneous deductions or credits	\$
TOTAL SUM	\$ 2,548,298.43

4. The total sum in paragraph 3 must bear interest at the prevailing statutory interest rate of .9.38 percent per year from this date through December 31 of this current year. Thereafter, on January 1 of each succeeding year until the judgment is paid, the interest rate will adjust annually in accordance with section 55.03(3), Florida Statutes.

5. Plaintiff, whose address is 2002 E 5th Ave., Suite 108, Tampa, FL 33605, holds a lien for the total sum specified in paragraph 3 herein. The lien of the Plaintiff is superior in dignity to all rights, titles, interests, or claims of the Defendant(s) and all persons, corporations, or other entities claiming by, through, or under the Defendant(s), or any of them and the property will be sold free and clear of all claims of the Defendant(s), with the exception of any assessments that are superior pursuant to sections 718.116 and 720.3085, Florida Statutes, or _____

(describe other surviving lien). The Plaintiff lien encumbers the subject property located in Pinellas County, Florida, and described as: Lot 1, Morrissey Commercial Center, according to the map or plat thereof as recorded in Plat Book 142, Page 15, Public Records of Pinellas County, Florida.

Property Address: 7210 Gulf Blvd., St. Pete Beach, FL 33706

(legal description).

6. If the total sum with interest at the rate described in paragraph 4 and all costs accrued subsequent to this judgment are not paid, the Clerk of Circuit Court must sell the subject property at public sale on May 6, 2025 (date) to the highest bidder for cash, except as prescribed in Paragraph 7, in the following location (*mark applicable location*):

- In an online sale at www.pinellas.realforeclose.com, beginning at 10 a.m. on the prescribed date (mark this box for all sales in Pinellas County)
- In an online sale at www.pasco.realforeclose.com, beginning at 11 a.m. on the prescribed date (mark this box for all sales in Pasco County)

after having first given notice as required by section 45.031, Florida Statutes. Plaintiff must arrange for publication of notice of sale in accordance with chapters 45 and 702, Florida Statutes. The Plaintiff must file the original Notice of Sale and Affidavit of Proof of Publication with the Clerk no later than 24 hours prior to the sale.

The sale date set by the judgment can only be canceled and rescheduled by court order. Any motion or request to cancel this sale must be served on all parties in conformity with Florida Rule of Civil Procedure 1.080(a) and must be set for hearing with proper notice. Claiming this matter is an "emergency" does not avoid this requirement. A violation of any party's due process rights will subject the movant and/or counsel to sanctions. *See Jade Winds v. Citibank*, 63 So. 3d 819 (Fla. 3d DCA 2011).

If a Plaintiff wishes to cancel a sale, a written motion must be filed with the Court in substantial compliance with Florida Rules of Civil Procedure Form 1.996(c). The motion also must state the number of times the Plaintiff has previously requested the cancellation of a sale and must include an affidavit with supporting grounds for the motion. Any proposed order prepared to cancel the sale must also include a date to reschedule the sale.

7. Plaintiff must advance all subsequent required costs of this action. Except for the fee to the Clerk as provided in section 45.035, Florida Statutes, and publishing costs supported by an affidavit, reimbursement or credit for such costs must be by court order based upon a written motion and adjudication at a hearing with notice. If a third party bidder is the purchaser, the third party bidder must pay the documentary stamps attached to the certificate of title in addition to the bid.

8. If the Plaintiff incurs additional expenses subsequent to the entry of this final judgment but prior to the sale date specified in paragraph 6, Plaintiff may, by written motion served on all parties and adjudication at a hearing with notice, seek to amend this final judgment to include said additional expenses.

9. Only the judgment owner will be allowed to credit bid. An assignment of the final judgment of foreclosure filed with the Clerk of the Circuit Court prior to the public sale will effectively transfer with it the right to credit bid at the sale. Court approval of the assignment of the final judgment is not required.

The filing of a Certificate of Sale by the Clerk gives certain property rights to the highest

bidder. To assign those rights and have the Certificate of Title issued to a third party, the highest bidder must file a written conveyance made in accordance with section 689.01 or section 692.01, Florida Statutes, governing real estate transfers. Such conveyance must be filed with the Clerk prior to the issuance of the Certificate of Title. Neither the Court nor the Clerk will change a Certificate of Title based upon a conveyance filed after the Certificate of Title has been issued.

10. On the filing of the Certificate of Title, the Clerk must distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of the Plaintiff's costs; second, documentary stamps affixed to the Certificate, unless the property is purchased by a third party bidder; third, Plaintiff's attorneys' fees; fourth, the total sum due to the Plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 4 from this date to the date of the sale; and by retaining any remaining amount pending further Order of this Court.

11. On filing of the Certificate of Sale, Defendant(s) and all persons claiming under or against Defendant(s) since the filing of the Notice of Lis Pendens must be foreclosed of all estate or claim in the property and Defendant's right of redemption as provided by section 45.0315, Florida Statutes must be terminated, except as to the rights of a bona fide tenant occupying residential premises under the federal Protecting Tenants at Foreclosure Act, 12 U.S.C. § 5220, note, or section 83.5615, Florida Statutes, and claims or rights under chapter 718 or chapter 720, Florida Statutes, if any. On the filing of the certificate of title, the person named on the certificate of title must be let into possession of the property, subject to the rights of a bona fide tenant occupying residential premises under the federal Protecting Tenants at Foreclosure Act, 12 U.S.C. § 5220, note, or section 83.5615, Florida Statutes.

12. The Court finds, based on the affidavits presented and on inquiry of counsel for the Plaintiff, that 20 hours were reasonably expended by Plaintiff's counsel and that an hourly rate of \$520 is appropriate. PLAINTIFF'S COUNSEL CERTIFIES THAT THE ATTORNEY FEE AWARDED DOES NOT EXCEED ITS CONTRACT FEE WITH PLAINTIFF. The Court finds that there are no reduction or enhancement factors for consideration by the Court under *Florida Patient's Compensation v. Rowe*, 427 So. 2d 1145 (Fla. 1985).

13. IMPORTANT INFORMATION PROVIDED pursuant to section 45.031, Florida Statutes:

IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THIS FINAL JUDGMENT.

IF YOU ARE A SUBORDINATE LIEN HOLDER CLAIMING A RIGHT TO FUNDS

REMAINING AFTER THE SALE, IF ANY, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN THE DATE THAT THE CLERK REPORTS THE FUNDS AS UNCLAIMED. IF YOU FAIL TO FILE A TIMELY CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

If the property has qualified for the homestead tax exemption in the most recent approved tax roll, you must also include the following three paragraphs:

IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH EITHER THE PINELLAS CLERK OF CIRCUIT COURT AT 315 COURT STREET, CLEARWATER, FL 33756, (727) 464-7000, OR THE PASCO CLERK OF CIRCUIT COURT AT 38053 LIVE OAK AVENUE, DADE CITY, FL 33523, (352) 521-4517 OR 7530 LITTLE ROAD, NEW PORT RICHEY, FL 34654, (727) 847-8176 WITHIN TEN (10) DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.

IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION.

IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT A LEGAL SERVICES OFFICE, SUCH AS: GULFCOAST LEGAL SERVICES, INC., 314 S. MISSOURI AVENUE, SUITE 109, CLEARWATER, FL 33756, (727) 443-0657 / COMMUNITY LAW PROGRAM, 501 FIRST AVENUE N., ROOM 519, ST. PETERSBURG, FL 33701, (727) 582-7480 / BAY AREA LEGAL SERVICE, INC., 4948 CENTRAL AVENUE, ST. PETERSBURG, FL 33707, (800) 625-2257 / BAY AREA LEGAL SERVICE, INC., 37718 MERIDIAN AVENUE, DADE CITY, FL 33532, (800) 625-2257 / BAY AREA LEGAL SERVICE, INC., 8406 MASSACHUSETTS AVENUE, SUITE B-2, NEW PORT RICHEY, FL 34653, (800) 625-2257, TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST ANOTHER OPTION. IF YOU CHOOSE TO CONTACT ONE OF THESE SERVICES FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

14. Upon issuance of the Certificate of Title, the new owner/titleholder may submit a writ of possession by using procedures and forms found in Administrative Order 2019-004 or any subsequent order.

15. If the Final Judgment of Foreclosure authorizes the Clerk to issue a writ of possession without further action of the Court, the Clerk shall not do so unless the procedures established by Administrative Order and the Act have been followed and the Court specifically authorized the writ.

16. The Court retains jurisdiction of this action to enter further Orders that are proper, including without limitation, Orders authorizing writs of possession and an award of attorney's fees, and to enter a deficiency judgment if the Defendant has not been discharged in bankruptcy.

DONE AND ORDERED in St. Petersburg/Clearwater, Pinellas County, Florida, on
this 16th day of March 2025


CIRCUIT JUDGE REBECCA L. HAMILTON

Copies furnished to:

Freddie Murray - freddiemurray45@yahoo.com
Tatiana Murray - tatianamurray@ymail.com
Alphonso Derosiers - goodiesam2@gmail.com
Randell Walden - walden.randell@yahoo.com
Joel M. Aresty, Esq. - Aresty@mac.com
John J. Agliano, Esquire - jagliano@bcalaw.com,
dcamacho@bcalaw.com, kbanfield@bcalaw.com