

Prepared By and  
When Recorded Return to:

**SHUMAKER**

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P.O. Box 49948  
Sarasota, FL 34230-6948  
Phone: (941) 364-2741  
Attention: Saralyn Abel Dorrill, Esq.  
N00015-285164

County Division Code: AL040  
Inst. # 2023107251 Pages: 1 of 24  
I certify this instrument filed on  
12/5/2023 11:34 AM Doc: MTG  
Judge of Probate  
Jefferson County, AL. Rec: \$90.00  
MtgTx: \$7,956.30  
Clerk: NICOLE

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12/05/2023 02:38:59 PM  
MORT 1/25

**STATE OF ALABAMA**  
**COUNTY OF JEFFERSON**  
**COUNTY OF SHELBY**

**MORTGAGE AND SECURITY AGREEMENT**  
**(HYPOTHECATED)**  
**(A MULTI-STATE MORTGAGE)**

**NOTES TO CLERK (FLORIDA):**

This Multi-State Mortgage pledges collateral located in and outside the State of Florida, as security for indebtedness evidenced by certain Revolving Line of Credit Commercial Promissory Note in the total amount of \$11,000,000.00, referred to in this Multi-State Mortgage as the "Note."

Documentary stamp taxes and non-recurring intangible taxes due in connection with this Multi-State Mortgage are being paid in Florida on the basis of 48%, the percentage that the value of the mortgaged property located in Florida bears to the total value of all the mortgaged property. This results in documentary stamp taxes due hereon equal to \$18,480.00 pursuant to Rule 12B-4.053(32)(a), Florida Administrative Code, and non-recurring intangible taxes due hereon equal to \$10,560.00 pursuant to Rule 12C-2.004(3)(b), as more particularly calculated as follows:

Value of Florida property	\$9,075,000.00
Value of Out-of-State property	\$8,450,000.00
Total Value of all property	\$17,525,000.00
Ratio of Florida property value to total value of all property	48%
Note Amount:	\$11,000,000.00
Ratio:	48%
Tax Base:	\$5,280,000.00
Documentary Stamp Tax Rate	\$5,280,000.00/100.00 x \$.35
<u>Net Documentary Stamp Tax Due</u>	<u>\$18,480.00</u>
Intangible Tax Rate:	x .002
<u>Net Intangible Tax Due</u>	<u>\$10,560.00</u>

**NOTE TO RECORDER (ALABAMA):** THIS MULTI-STATE MORTGAGE SECURES A REVOLVING LINE OF CREDIT COMMERCIAL PROMISSORY NOTE AND FUNDS MAY BE ADVANCED AND REPAYED AND THEREAFTER RE-ADVANCED, HOWEVER, THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED HEREBY SHALL NEVER EXCEED THE SUM OF ELEVEN MILLION AND NO/100 DOLLARS (\$11,000,000.00). SEE ATTACHED CERTIFICATE OF MORTGAGE TAX PAYMENT.

This Mortgage and Security Agreement is made this 27<sup>th</sup> day of November, 2023, by R.K.M. Development Corp., a Florida corporation (hereinafter referred to as "Borrower"), RKM Reel DG Trinity, LLC, a Florida limited liability company (as to Parcel 1), RKM Reel Bonita Springs DG, LLC, a Florida limited liability company (as to Parcel 2), PSL Walton LLC, a Florida limited liability company (as to Parcel 3), RKM Crystal LLC, a Florida limited liability company (as to Parcel 4), RKM Stadium Trace, L.L.C., an Alabama limited liability company (as to Parcel 5), and R.K.M. 'BAMA, Inc., an Alabama corporation (as to Parcel 6) (hereinafter collectively referred to herein as "Mortgagor"), in favor of The Northern Trust Company, an Illinois banking corporation (hereinafter referred to as "Mortgagee") the address of which is 1515 Ringling Boulevard, Suite 1100, Sarasota, FL 34236.

**WITNESSETH:**

WHEREAS, Borrower is indebted to Mortgagee in the maximum principal sum of Eleven Million and No/100 (\$11,000,000.00) Dollars (the "Loan"), together with interest thereon, as evidenced by that certain Revolving Line of Credit Commercial Promissory Note of even date herewith (hereinafter referred to as the "Note"), which by reference is made a part hereof to the same extent as though set out in full herein. Where used herein, the term "Note" or "Notes" shall be deemed to include the note above described, along with any other notes, additional advance agreements, or other documents now or hereafter evidencing any debt whatsoever incurred by Borrower and payable to Mortgagee, and shall include all indebtedness and obligations of the Mortgagor or Borrower to Mortgagee (or an affiliate of Mortgagee) under any interest rate swap transactions, interest rate cap and/or floor transactions, interest rate collar transactions, swap agreements (as defined in 11 U.S.C. § 101) or other similar transactions or agreements, including without limitation any ISDA Master Agreement executed by the Mortgagor or Borrower and all Schedules and Confirmations entered into in connection therewith, hereinafter collectively referred to as a "Hedge Agreement", the terms of which are incorporated herein by reference.

NOW, THEREFORE to secure the performance by Borrower of all covenants and conditions in the Note and by Borrower and Mortgagor in this Mortgage and in all other instruments securing the Note, and in order to charge the properties, interests and rights hereinafter described with such payment and performance and to secure additional advances, renewals, extensions and modifications thereof and for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Mortgagor, Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, deliver, set over, warrant and confirm unto Mortgagee and where applicable grant a security interest in:



## THE MORTGAGED PROPERTY

(A) All of the land in the Counties of Pasco, Lee, St. Lucie, and Citrus, Florida and in the Counties of Shelby and Jefferson, Alabama, described below:

See Exhibit "A" attached hereto

to have and to hold the same, together with: (i) all the improvements now or hereafter erected on such property and fixtures now or hereafter affixed to or located on the Mortgaged Property, which is deemed to be fixtures and a part of the Mortgaged Property under applicable law; (ii) all contract rights, general intangibles, actions and rights of action, including all rights to insurance policies and proceeds; (iii) all sewer and water tap units, connection fees, impact fees, reservation fees and other deposits or payments made in connection with the reservation, allocation, permitting or providing of wastewater treatment and potable water to the Mortgaged Property, and any and all claims or demands relating thereto, now owned or which may hereafter be acquired by Mortgagor, together with all right, title, interest, estate, equity, demand or claim to the provision of wastewater treatment and potable water to the Mortgaged Property, now existing, hereafter coming into existence or which may hereafter be acquired by Mortgagor; and (iv) all proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing items. This Mortgage is a self-operative security agreement with respect to the above-described property, but Mortgagor agrees to execute and deliver on demand such other security agreements, financing statements, and other instruments as Mortgagee may request in order to perfect its security interest or to impose the lien hereof more specifically upon any of such property. Mortgagee shall have all the rights and remedies in addition to those specified herein of a secured party under the Florida Uniform Commercial Code and under the Alabama Uniform Commercial Code.

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

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

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

(E) The indebtedness evidenced by the Note and secured by this Mortgage does not relate to an extension of credit made to a Consumer (as such term is defined in Reg. 2 of the Truth in Lending Act (TILA) for personal, family or household purposes.

PROVIDED ALWAYS, that if Borrower shall pay to Mortgagee the Note at the times and in the manner stipulated therein (or at such other times or such other manner as may be

subsequently provided for in any renewal, extension or modification of the Note including, but not limited to, any modification which provides for an interest rate increase or decrease) and in all other instruments securing the Note, including renewals, extension or modification thereof, and in this Mortgage and in all other instruments securing the Note, to be kept, performed or observed by Mortgagor, then this Mortgage shall cease and be void, but shall otherwise remain in full force and effect.

The term "personal property" as used and defined in this Mortgage shall be strictly construed to mean such property that is attached to and affixed to the real property so as to become fixtures thereon, and to property rights that may, by operation of law, be defined as personal property, but are integral to and a permanent part of the land, such as utility and water means delivery, and effluent treatment or extraction from the land. "Personal property" shall not be interpreted to mean moveable contents in or upon the land, including but not limited to furniture, paintings, jewelry or items of personalty that may be insured separately from the buildings or structures upon the land.

Borrower and Mortgagor covenant and agree with Mortgagee as follows:

**1. Compliance with Note and Mortgage; Warranty of Title.** Mortgagor and Borrower shall comply with all provisions of this Mortgage and of every other instrument securing the Note, and Borrower will promptly pay to Mortgagee the principal with interest thereon and all other sums required to be paid by Borrower under the Note pursuant to the provisions of this Mortgage and of every other instrument securing the Note. Mortgagor covenants that Mortgagor owns and is indefeasibly seized of the Mortgaged Property in fee simple, that the Mortgaged Property is free from all encumbrances, other than as disclosed in the lender's title insurance commitments issued prior to this Mortgage, that Mortgagor has lawful authority to convey, mortgage and encumber the same as provided by the Mortgage, that Mortgagee may peaceably and quietly enjoy the Mortgaged Property, and that Mortgagor will defend the Mortgaged Property against the claims of all persons whomsoever, and that Mortgagor so warrants.

**2. Payment of Taxes and Liens.** Mortgagor and/or Borrower shall pay all the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature now on the Mortgaged Property or that hereafter may be imposed, levied or assessed upon this Mortgage or the Mortgaged Property or upon the indebtedness secured hereby. All such payments to be made when due and payable according to law before they become delinquent and before any interest attaches or any penalty is incurred. Insofar as any indebtedness is of record the same shall be promptly satisfied and evidence of such satisfaction shall be given to Mortgagee. In the event the current tenant occupying the Mortgaged Property fails to pay the annual taxes and assessments, after due notice as required under the Lease, and the annual taxes and assessments become delinquent, Mortgagee may at its option require Mortgagor and/or Borrower to deposit with Mortgagee on the first day of each month, in addition to making payments of principal and interest, until the Note is fully paid, an amount equal to one-twelfth (1/12) of the annual taxes and assessments, including but not limited to association assessments, payable with respect to the Mortgaged Property. Such deposits shall not be nor be deemed to be, trust funds, but may be commingled with the general funds of Mortgagee, and no interest shall be payable in respect thereof. Upon demand by Mortgagee, Mortgagor and/or Borrower shall deliver to Mortgagee



such additional monies as are necessary to make up any deficiencies in the amounts necessary to enable Mortgagee to pay such taxes and assessments when due. In the event of default under any of the terms, covenants and conditions in the Note, this Mortgage or any other instrument securing the Note to be performed or observed by Borrower and/or Mortgagor, Mortgagee may apply to the reduction of the sums secured hereby, in such manner as Mortgagee shall determine, any amount under this paragraph remaining to Mortgagor's credit.

**3. Insurance.** Mortgagor and/or Borrower shall, at their sole cost and expense, keep or cause to be kept, the Mortgaged Property and the improvements now existing or hereafter erected on the Mortgaged Property insured as may be required from time to time by Mortgagee against loss by fire, other hazards and contingencies (including flood hazards and related occurrences in the event any portion of the Mortgaged Property is located in a flood hazard area as may be identified from time to time) in such amounts and for such periods as may be required by Mortgagee. Mortgagor shall pay promptly, when due, any premiums on such insurance. All insurance shall be carried with companies approved by Mortgagee and the policy and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor and in form acceptable to Mortgagee. In the event of loss, Mortgagor shall give immediate notice by mail to Mortgagee and Mortgagee may make proof of loss if not made promptly by Mortgagor. Each insurance company concerned is hereby authorized and directed to make payments for such loss directly to Mortgagee instead of either to Mortgagor or Mortgagor and Mortgagee jointly. Insurance proceeds or any part thereof may be applied by Mortgagee at its option, after deducting therefrom all its expenses including attorney's fees, either to the reduction of the indebtedness hereby secured or to 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 indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. In the event of default under this Mortgage, Mortgagee may at its option require Mortgagor to deposit with Mortgagee on the first day of each month, in addition to making payments of principal and interest, until the Note is fully paid, an amount equal to one-twelfth (1/12) of the yearly premiums for all insurance. Such deposits shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Mortgagee, and no interest shall be payable in respect thereof. Upon demand by Mortgagee, Mortgagor shall deliver to Mortgagee such additional monies as are necessary to make up any deficiencies in the amounts necessary to enable Mortgagee to pay such premiums when due. In the event of default under any of the terms, covenants and conditions in the Note, this Mortgage or any other instrument securing the Note to be performed or observed by Mortgagor, Mortgagee may apply to the reduction of the sums secured hereby, in such manner as Mortgagee shall determine, any amount under this paragraph remaining to Mortgagor's credit and any return premium received from cancellation of any insurance policy by Mortgagee upon foreclosure of this Mortgage.

Notwithstanding the foregoing provision to the contrary, in the event of: (a) a loss; (b) that this Mortgage is not in default at the time of said loss; (c) the Mortgaged Property is leased to a tenant who pursuant to its lease is responsible for repairing and rebuilding the improvements to the Mortgaged Property to a level commensurate with the improvements prior to said loss and (d) tenant is diligently pursuing such repair and rebuilding, then the insurance proceeds may be



directed to such repair and rebuilding, and Mortgagor shall keep Mortgagee updated as to the progress of the same.

4. **Condemnation.** If the Mortgaged Property or any part thereof shall be damaged or taken through condemnation (which term when used herein shall include any damage or taking by any governmental authority or any other authority authorized by the laws of the State of Florida, Alabama or the United States of America to so damage or take and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness and other sums secured hereby shall, at the option of Mortgagee, become immediately due and payable. Mortgagee shall be entitled to all compensations, awards, damages, claims, rights of action and proceeds of, or on account of any damage or taking through condemnation and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or Mortgagor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensations, awards, damages, claims, rights of action and proceeds, and any other payments or relief, and the right thereto, are hereby assigned by Mortgagor to Mortgagee and Mortgagee after deducting therefrom all its expenses including attorney's fees may release any monies so received by it without affecting the lien of this Mortgage or may apply the same in such manner as Mortgagee shall determine, to the reduction of the sums secured hereby and to any prepayment charge provided in the Note, this Mortgage or any other instrument securing the Note. Any balance of such monies then remaining shall be paid to Mortgagor. Mortgagor agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as Mortgagee may require. Notwithstanding the foregoing provision to the contrary, in the event of: (a) condemnation; (b) that this Mortgage is not in default at the time of condemnation and (c) the Mortgaged Property is leased to a tenant who pursuant to the subject lease is entitled to a portion of the condemnation proceeds that may otherwise be deemed paid to Mortgagee hereunder, then the condemnation proceeds may be so directed to said tenant.

5. **Care of Mortgaged Property.** Mortgagor shall not remove or demolish any building or other property forming a part of the Mortgaged Property without the written consent of Mortgagee. Mortgagor shall not permit, commit, or suffer any waste, impairment or deterioration of the Mortgaged Property or any part thereof, and shall keep the same and improvements thereon in good condition and repair. Mortgagor shall notify Mortgagee in writing within five (5) business days of any injury, damage, or impairment of or occurring on the Mortgaged Property. Mortgagee may, at Mortgagee's discretion, have the Mortgaged Property inspected at any time, and Mortgagor shall pay all costs incurred by Mortgagee in executing such inspection; provided however, Mortgagor shall not be responsible to pay for more than one inspection per year, unless an event of default has occurred in which case there shall be no limit as to the number of such inspections paid for by Mortgagor.

6. **Mortgagee's Right to Make Certain Payments.** In the event Mortgagor fails to pay or discharge the taxes, assessments, levies, liabilities, obligations and encumbrances, or fails to keep the Mortgaged Property insured or to deliver the policies, premiums paid, or fails to repair the Mortgaged Property as herein agreed, Mortgagee may at its option pay or discharge the taxes, assessments, levies, liabilities, obligations and encumbrances or any part thereof, to produce and pay for such insurance or to make and pay for such repairs. Mortgagee shall have no obligation on its part to determine the validity or necessity of any payment thereof and any



such payment shall not waive or affect any option, lien equity or right of Mortgagee under or by virtue of this Mortgage. The full amount of each and every such payment shall be immediately due and payable and shall bear interest from the date thereof until paid at the Default Rate, as hereinafter defined, and together with such interest, shall be secured by the lien of this Mortgage. Nothing herein contained shall be construed as requiring Mortgagee to advance or expend monies for any of the purposes mentioned in this paragraph.

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

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

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

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

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

(b) Failure by Borrower and/or Mortgagor to duly keep, perform and observe any other covenant, condition or agreement in the Note, this Mortgage, any other instrument securing the Note or any other instrument collateral to the Note or executed in connection with the sums secured hereby. Notwithstanding the foregoing, the Mortgagee agrees that it shall provide thirty (30) days written notice to Borrower of any "non-monetary" default which the Mortgagee, in its sole discretion, shall be deemed to be curable within such thirty (30) day period and Mortgagor and/or Borrower shall use all due diligence in curing such non-monetary default within said time period. In the event that any such non-monetary default is not cured within thirty (30) days after receipt of notice thereof from Mortgagee, Mortgagee shall have the right, in its sole discretion, to extend the cure period so long as Mortgagor and/or Borrower are working diligently to cure such non-monetary default and said non-monetary default is cured within such period of time as may be approved by Mortgagee in writing. For purposes hereof, the term "non-monetary default" shall be construed to include all other defaults under the Note, this Mortgage and all other related loan documents, other than the payment of money as required under the Note, this Mortgage and under such related loan documents.

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

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



(e) The occurrence of any default under the terms of any mortgage or other security instrument which creates a lien or other security interest on or in the Mortgaged Property.

(f) Default of any other loans from Mortgagee to Borrower or Mortgagor.

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

**12. Remedies after Default.** Subject to any curative periods, upon an event of default, Mortgagee may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy to: (a) enforce payment of the Note or the performance of any term hereof or any other right; (b) foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property under the judgment or decree of a court or courts of competent jurisdiction; (c) collect all rents, issues, profits, revenue, income and other benefits from the Mortgaged Property; (d) appoint a receiver to enter upon and take possession of the Mortgaged Property and to collect all rents, issues, profits, revenue, income, and other benefits thereof and apply the same as a court may direct and such receiver shall have all rights and powers permitted under law; and (e) pursue any other remedy available to it including, but not limited to taking possession of the Mortgaged Property without notice or hearing to Mortgagor. 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.

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

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

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

**16. Marshalling and Other Matters.** Mortgagor waives, to the extent permitted by law, the benefit of all appraisal, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force and all rights of marshalling in the event of any sale hereunder of the Mortgaged property or any part thereof or any interest therein. Further, Mortgagor expressly

waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on behalf of Mortgagor, and on behalf of each and every person acquiring any interest in or title to the Mortgaged Property subsequent to the date of this Mortgage and on behalf of all persons to the extent permitted by applicable law.

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

**18. Attorney's Fees.** The term "attorney's fees" as used in this Mortgage includes any and all legal fees of whatever nature including, but not limited to, attorneys' fees, paralegals' fees, legal assistants' fees and fees resulting from any appeal of any interlocutory order or final judgment or any other appellate proceeding arising out of any litigation.

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

**20. No Limitation of Future Advance Rights.** Mortgagor and Borrower covenant and agree with Mortgagee that:

(a) Mortgagor and Borrower waive and agree not to assert any right to limit future advances under this Mortgage, and any such attempted limitation shall be null, void and of no force and effect. Any correspondence by Mortgagor or Borrower regarding the future advances must be sent to Mortgagee at the address set forth above and to Mortgagee's counsel: Saralyn Abel Dorrill, Esq., Shumaker, Loop & Kendrick, LLP, 240 S. Pineapple Avenue, Sarasota, FL 34236.

(b) An event of default under this Mortgage shall automatically exist: (i) if Mortgagor or Borrower execute any instrument which purports to have or would have the effect of impairing the priority of or limiting any future advance which might ever be made under this Mortgage or (ii) if Mortgagor or Borrower take, suffer or permit any action or occurrence which would adversely affect the priority of any future advance which might ever be made under this Mortgage.

**21. Appraisals.** Mortgagor and Borrower covenant and agree that Mortgagee may obtain an appraisal of the Mortgaged Property when required by the regulations of the Federal Reserve Board or the Office of the Comptroller of the Currency or at such other times as the Mortgagee may reasonably require. Such appraisals shall be performed by an independent third



party appraiser selected by the Mortgagee. The cost of such appraisal shall be borne by the Borrower. Mortgagor's or Borrower's failure or refusal to sign such an engagement letter however shall not impair Mortgagee's right to obtain such an appraisal. Borrower agrees to pay the cost of such appraisal within ten (10) days after receiving an invoice for such appraisal.

**22. Obligation of Mortgagor.** Mortgagor and/or Borrower shall pay the cost of releasing or satisfying this Mortgage of record.

**23. No Transfer.** Mortgagor covenants and agrees not to sell, convey, transfer, lease or further encumber any interest in or any part of the Mortgaged Property or of any interest in Mortgagor or Borrower, without the prior written consent of Mortgagee, and any such sale, conveyance, transfer, lease or encumbrance made without Mortgagee's prior written consent shall be void. If any person should obtain an interest in all or any part of the Mortgaged Property pursuant to the execution or enforcement of any lien, security interest or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof, such event shall be deemed to be a transfer by Mortgagor and an event of default hereunder.

**24. Default Rate.** In the event that the Mortgagee shall elect to declare the Note immediately due and payable due to the occurrence of an Event of Default, the Default Rate which shall thereafter be applicable to the principal balance of the Loan shall be the highest rate permitted by applicable law.

**25. Changes to Mortgage.** No modifications to this Mortgage or to any other loan document executed in connection herewith shall be valid or effective unless the same is in writing and signed by Mortgagor, Borrower and Mortgagee.

**26. Hazardous Waste.** Mortgagor warrants and represents to Mortgagee, to Mortgagor's actual knowledge, based upon Environmental Phase I Reports previously provided by Mortgagor to Mortgagee:

(a) That neither Mortgagor nor any other person to Mortgagor's actual knowledge, other than as set forth in the Environmental Phase I Reports previously provided by Mortgagor to Mortgagee, has ever used the Mortgaged Property as a facility for the storage, treatment or disposal of any "Hazardous Substances," as that term is hereinafter defined. As used herein, "Environmental Law" means any federal, state, or local statutory or common law relating to pollution or protection of the environment, including without limitation, any common law of nuisance or trespass, and any law or regulation relating to emissions, discharges, releases or threatened releases of Hazardous Substances into the environment (including without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances. As used herein, "Hazardous Substance" means any substance or material (i) identified in Section 101(14) of CERCLA, 42 USC §9601(14), as the same may be amended from time to time, or (ii) determined to be toxic, a pollutant or contaminant, under federal, state or local statute, law, ordinance, rule or regulation or judicial or administrative order or decision, as same may be amended from time to time, including but not limited to petroleum and petroleum products as defined in Section 376.301(10), Florida Statutes, as same may be amended from time to time.



(b) That the Mortgaged Property is now and at all times hereafter will continue to be in full compliance with all federal, state and local "Environmental Laws" (as that term is defined hereinafter), including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 USC §9601, et seq., the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Public Law 99-499, 100 Stat. 1613, the Resource Conservation and Recovery Act ("RCRA") 42 USC §6901, et seq., the Florida Resource Recovery and Management Act, Section 403.701, et seq., Florida Statutes, the Pollutant Spill Prevention and Control Act, Section 376.011-376.17 and 376.19-376.21 Florida Statutes, as the same may be amended from time to time and all ordinances, regulations, codes, plans, orders, and decrees now existing or in the future enacted, promulgated, adopted, entered or issued, both within and outside present contemplation of Mortgagor and Mortgagee. So long as Mortgagor owns or is in possession of the Mortgaged Property, Mortgagor shall keep or cause the Mortgaged Property to be kept free from Hazardous Substances (other than de minimis quantities of medical waste and Hazardous Substances customarily utilized in a medical practice and that are necessary and lawfully used in the operation of the Mortgaged Property as a medical office condominium, and which such medical waste and Hazardous Substances are stored and disposed of in compliance with all Environmental Laws) and in compliance with all Environmental Laws, shall promptly notify Mortgagee if Mortgagor shall become aware of any Hazardous Substances on the Mortgaged Property and/or if Mortgagor shall become aware that the Mortgaged Property is in direct or indirect violation of any Environmental Laws and Mortgagor shall remove such Hazardous Substances and/or cure such violations, as applicable, as required by law, promptly after Mortgagor becomes aware of such Hazardous Substances or such violations, at Mortgagor's or Borrower's sole expense. Nothing herein shall prevent Mortgagor from recovering such expenses from any other party that may be liable for such removal or cure.

(c) Mortgagor and Borrower hereby agree to indemnify, reimburse, defend and hold harmless Mortgagee, its officers, directors, employees, successors and assigns from and against all demands, claims, civil or criminal actions or causes of action, liens, assessments, civil or criminal penalties or fines, losses, damages, liabilities, obligations, costs, disbursements, expenses or fees of any kind or of any nature (including, without limitation, cleanup costs, attorneys', consultants' or experts' fees and disbursements and costs of litigation at trial and appellate levels) which may at any time be imposed upon, incurred by or asserted or awarded against, Mortgagee directly or indirectly, resulting from: (i) any acts or activities of Mortgagor, its agents, employees or contractors, at, on or about the Mortgaged Property which contaminate air, soils, surface waters or groundwaters over, on or under the Mortgaged Property; (ii) arising from or out of any Hazardous Substance on, in or under the Mortgaged Property; (iii) pursuant to or in connection with the application of any Environmental Law to the acts or omissions of Mortgagor or any other person and any environmental damage alleged to have been caused, in whole or in part, by the transportation, treatment, storage, or disposal of any Hazardous Substance or (iv) arising from or in relation to the presence, whether past, present or future, of any Hazardous Substances on the Mortgaged Property.

Without limiting the foregoing, this indemnification provision specifically protects Mortgagee against any claim or action from activities described in (i), (ii), (iii) or (iv) above, based in whole or in part upon any environmental statute, rule, regulation or policy, including but



not limited to Chapters 403 and 376, Florida Statutes, the Florida Administrative Code, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, (“CERCLA”) 42 USC §9601, et seq., as amended, the Resource Conservation and Recovery Act, 42 USC §6901, et seq., and other laws, whether now in existence or enacted in the future.

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

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

**28. Additional Representations and Warranties.** Mortgagor and Borrower represent and warrant to Mortgagee as follows, and acknowledge that such representations and warranties shall be continuing representations and warranties from Mortgagor and Borrower to Mortgagee:

(a) Borrower and Mortgagor are and shall remain in compliance with the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation, regulations or executive orders relating thereto, and the Uniting and Strengthening America By Providing Appropriate Tools Required To Intercept and Obstruct Terrorism Act (USA Patriot Act of 2001), as amended, and any other enabling legislation, regulations or executive orders relating thereto;

(b) Borrower and Mortgagor are and shall remain in compliance with 31 U.S.C., Section 5313, as amended, 31 C.F.R Section 103.22, as amended, and any similar laws or regulations involving currency transaction reports or disclosures relating to transactions in


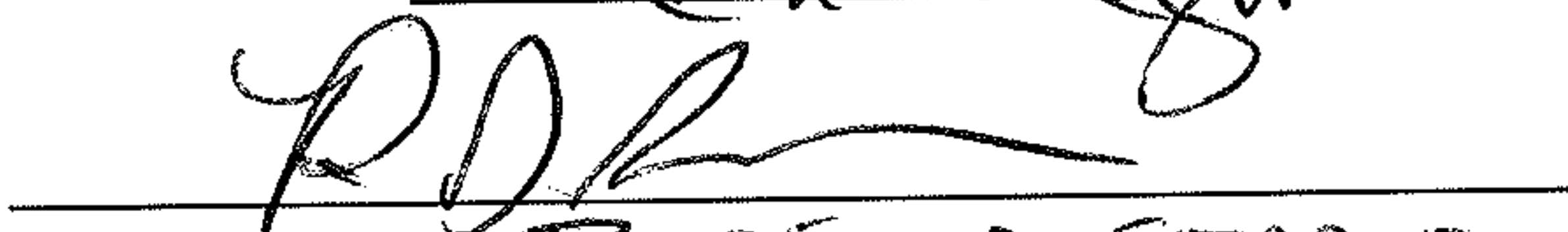
currency of more than \$10,000.00, or of more than any other minimum amount specified by any laws or regulations; and

(c) Borrower and Mortgagor (i) are not a person whose property or interest in property is blocked or subject to blocking pursuant to Section 1 of Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)), (ii) does not engage in any dealings or transactions prohibited by Section 2 of such executive order, or arte otherwise associated with any such person in any manner violative of Section 2, or (iii) is not a person or entity on the list of Specially Designated Nationals and Blocked Persons or subject to the limitations or prohibitions under any other U.S. Department of Treasury's Office of Foreign Assets Control regulation or executive order.

Borrower and Mortgagor covenants and agrees with Mortgagee that no part of any Loan proceeds or advances evidenced by or referenced in this Mortgage, and no part of any other amounts or sums derived from any property which secures repayment of such Loan proceeds or advances, including, without limitation, any accounts, payment intangibles, money, rents, issues or profits, will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

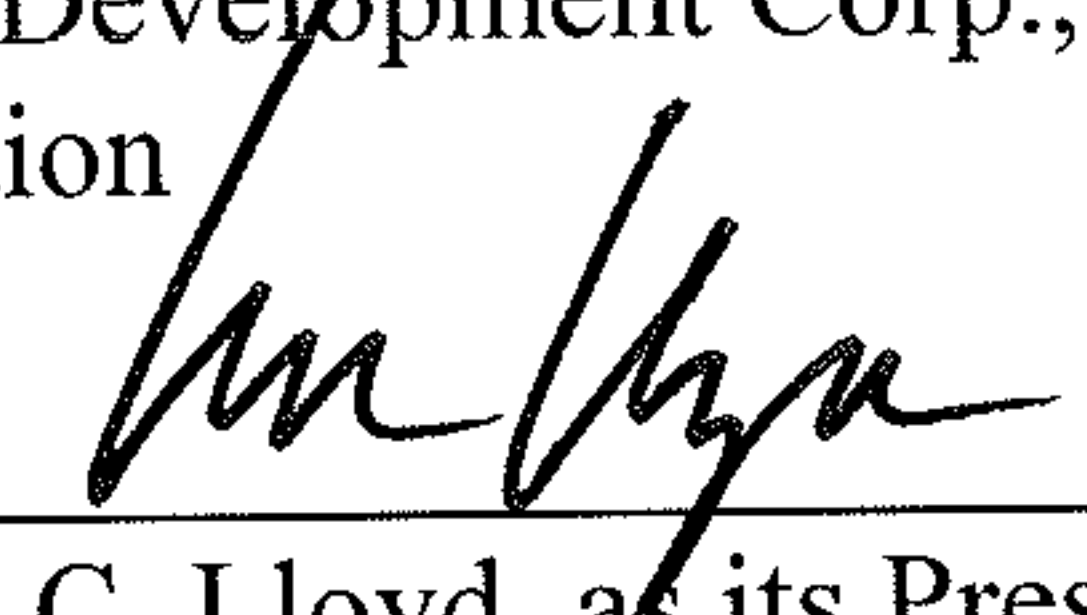
IN WITNESS WHEREOF, this instrument has been executed on the date first above written.

WITNESSES:

  
 Print Name Sandra M. Gwizner  
  
 Print Name ROBERT D. STADLER

BORROWER:

R.K.M. Development Corp., a Florida corporation

By:   
 William C. Lloyd, as its President  
 147 2<sup>nd</sup> Avenue South Suite 400  
 St. Petersburg, FL 33701

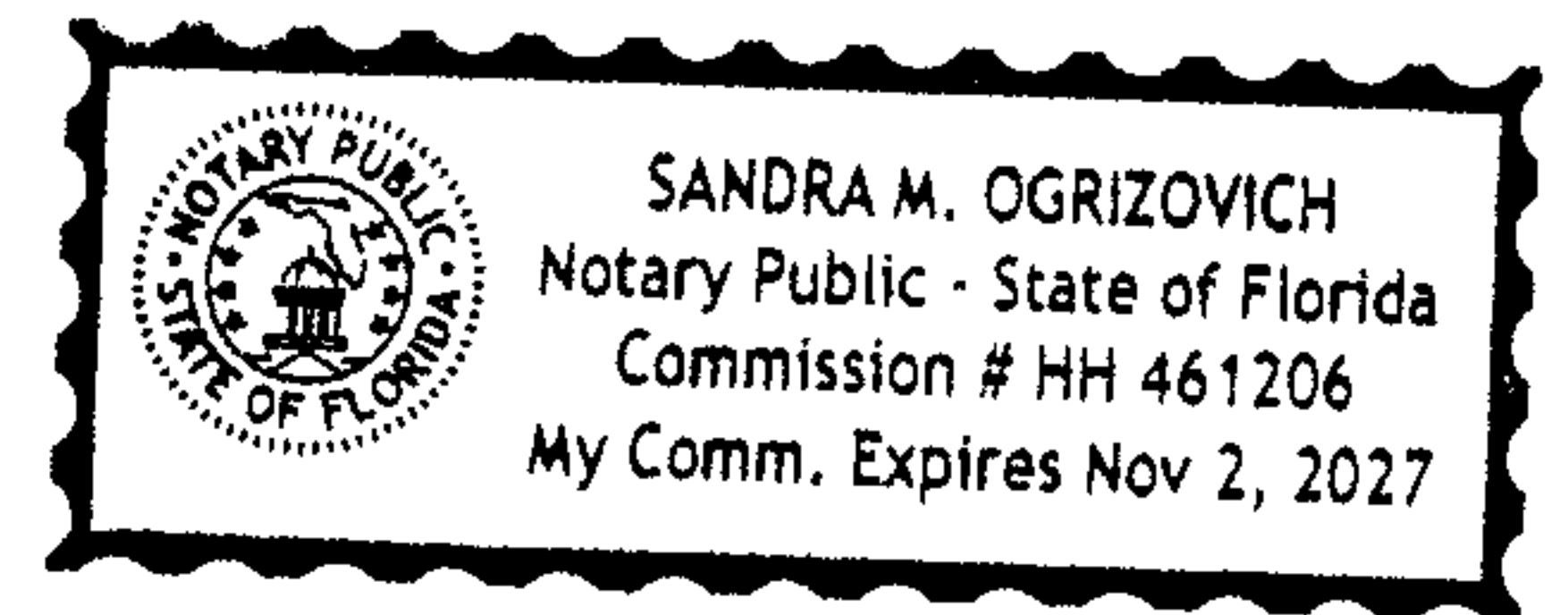


STATE OF FLORIDA  
COUNTY OF Pine Hills

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 27 day of November 2023, by William C. Lloyd, as President of R.K.M. Development Corp., a Florida corporation, on behalf of the corporation.

Sandra M. Ogrizovich  
Notary Public  
Print Name: Sandra M. Ogrizovich  
My Commission Expires: Nov 2, 2027

Personally Known        (OR) Produced Identification         
Type of identification produced FL Servers LLC



WITNESSES:

MORTGAGOR:

Sandra M. Ogrizovich  
Print Name Sandra M. Ogrizovich  
RDR  
Print Name ROBERT D STADLER

RKM Reel DG Trinity, LLC, a Florida limited liability company

By: William C. Lloyd  
William C. Lloyd, as its Managing Member  
147 2<sup>nd</sup> Avenue South Suite 400  
St. Petersburg, FL 33701

Sandra M. Ogrizovich  
Print Name Sandra M. Ogrizovich  
RDR  
Print Name ROBERT D STADLER

RKM Reel Bonita Springs DG, LLC, a Florida limited liability company

By: William C. Lloyd  
William C. Lloyd, as its Managing Member  
147 2<sup>nd</sup> Avenue South Suite 400  
St. Petersburg, FL 33701

WITNESSES:

*Sandra M. Ogrizovich*  
 Print Name Sandra M. Ogrizovich  
*RD*  
 Print Name ROBERT D STADLER

PSL Walton LLC, a Florida limited liability company

By: *William C. Lloyd*  
 William C. Lloyd, as its Managing Member  
 147 2<sup>nd</sup> Avenue South Suite 400  
 St. Petersburg, FL 33701

*Sandra M. Ogrizovich*  
 Print Name Sandra M. Ogrizovich  
*RD*  
 Print Name ROBERT D STADLER

RKM Crystal LLC, a Florida limited liability company

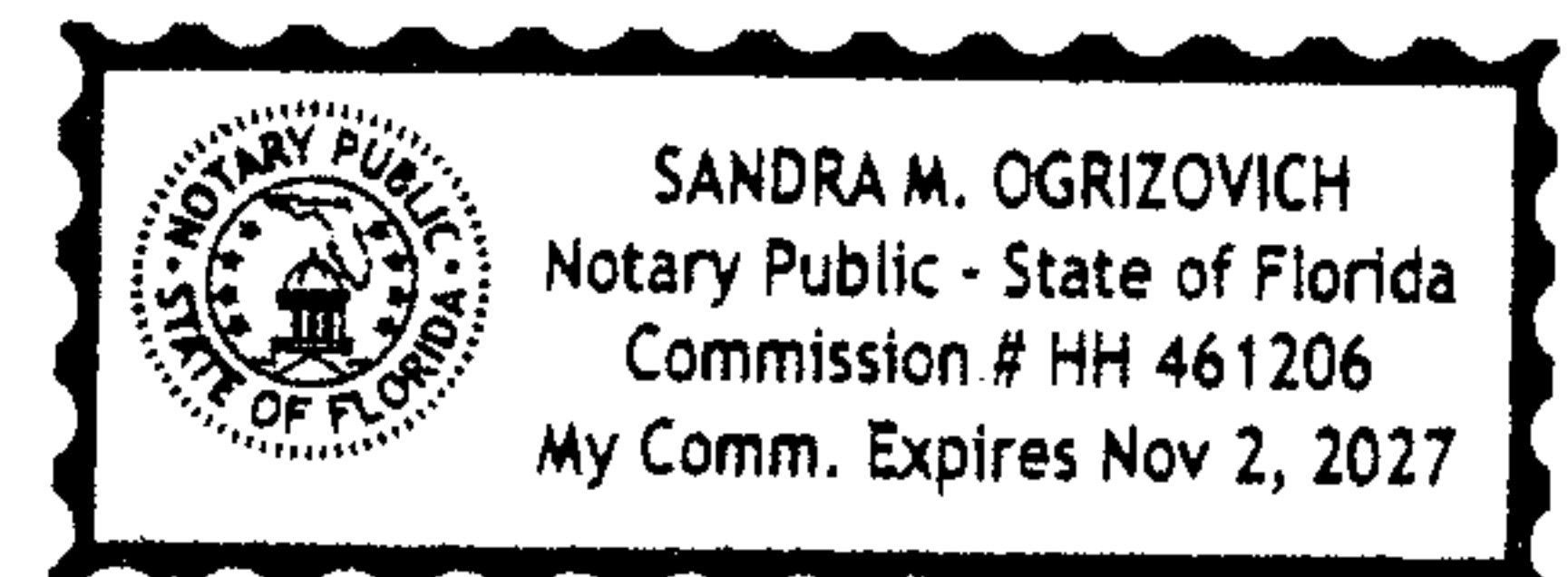
By: *William C. Lloyd*  
 William C. Lloyd, as its Managing Member  
 147 2<sup>nd</sup> Avenue South Suite 400  
 St. Petersburg, FL 33701

STATE OF FLORIDA  
 COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 27 day of November 2023, by William C. Lloyd, as Managing Member of RKM Reel DG Trinity, LLC, a Florida limited liability company, as Managing Member of RKM Reel Bonita Springs DG, LLC, a Florida limited liability company, as Managing Member of PSL Walton LLC, a Florida limited liability company, and as Managing Member of RKM Crystal LLC, a Florida limited liability company, on behalf of the companies.


*Sandra M. Ogrizovich*  
 Notary Public  
 Print Name: Sandra M. Ogrizovich  
 My Commission Expires: \_\_\_\_\_

Personally Known \_\_\_\_\_ (OR) Produced Identification ☒  
 Type of identification produced FL. DR. LIC.

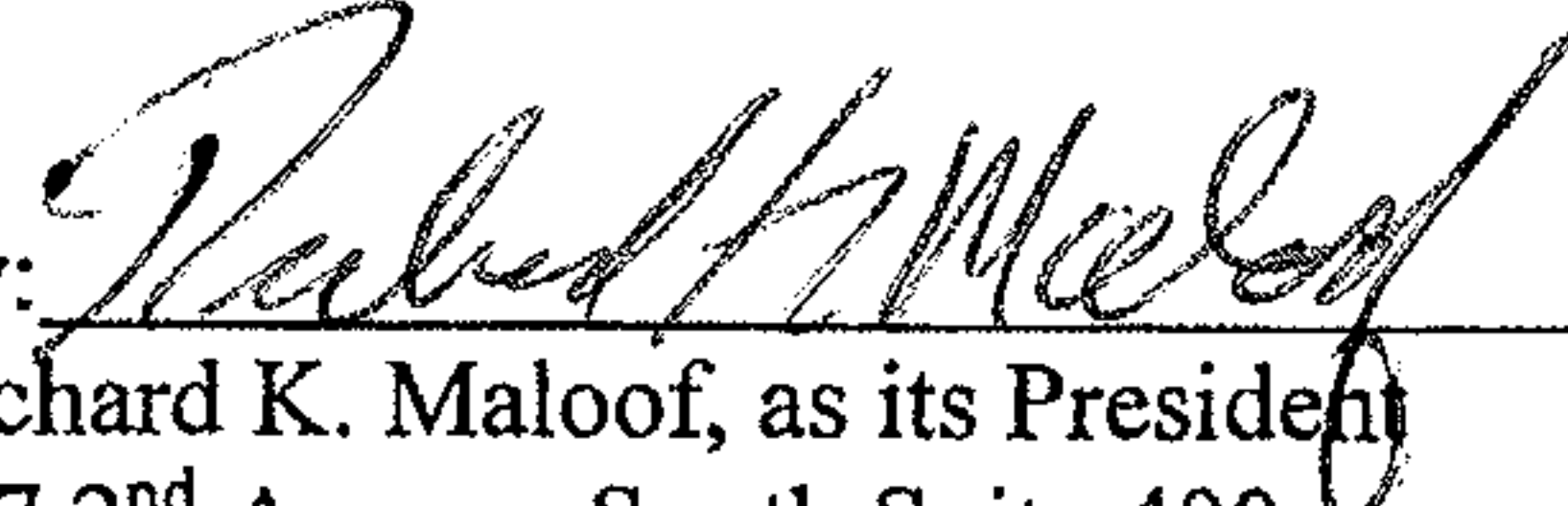





R.K.M. 'BAMA, Inc., an Alabama corporation

  
Print Name ANNETTE P. ARYANPOUR KACHANI

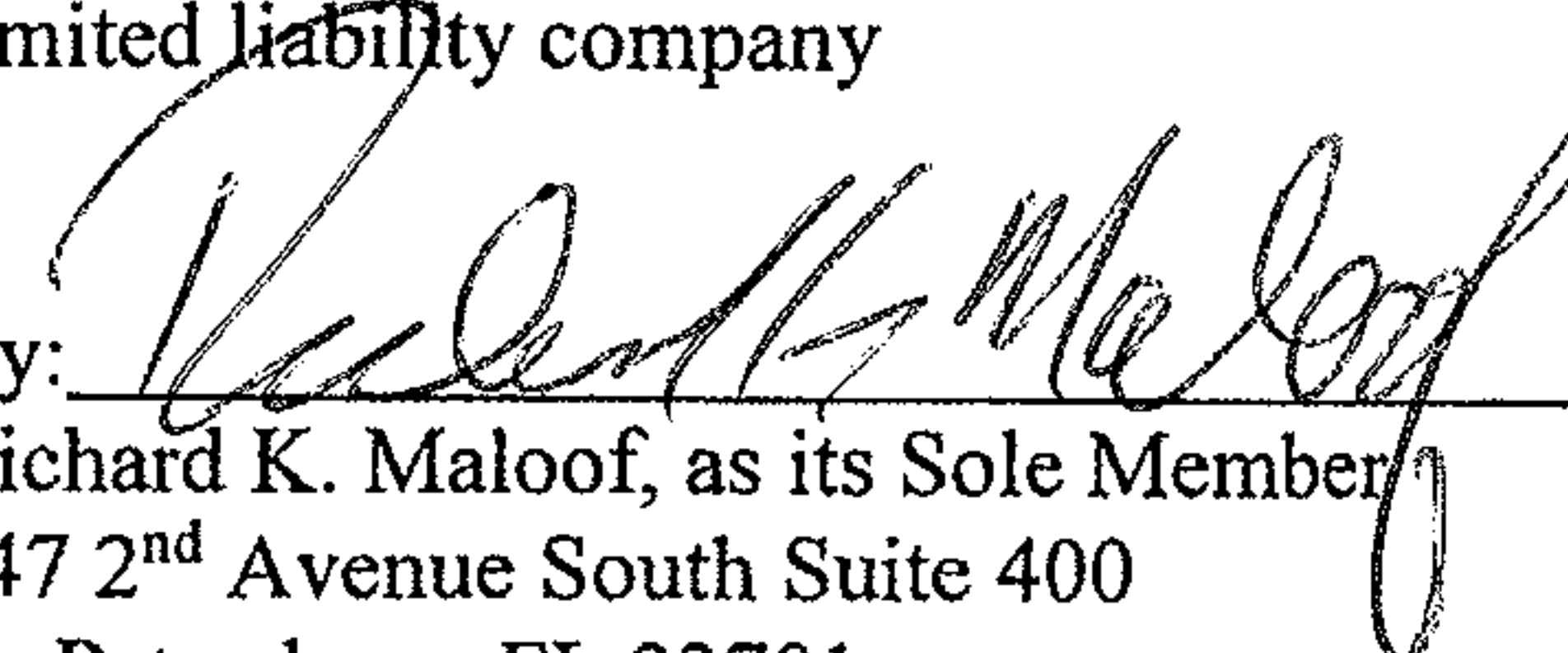
Print Name \_\_\_\_\_

By:   
Richard K. Maloof, as its President  
147 2<sup>nd</sup> Avenue South Suite 400  
St. Petersburg, FL 33701

RKM Stadium Trace, L.L.C., an Alabama limited liability company

  
Print Name ANNETTE P. ARYANPOUR KACHANI

Print Name \_\_\_\_\_

By:   
Richard K. Maloof, as its Sole Member  
147 2<sup>nd</sup> Avenue South Suite 400  
St. Petersburg, FL 33701

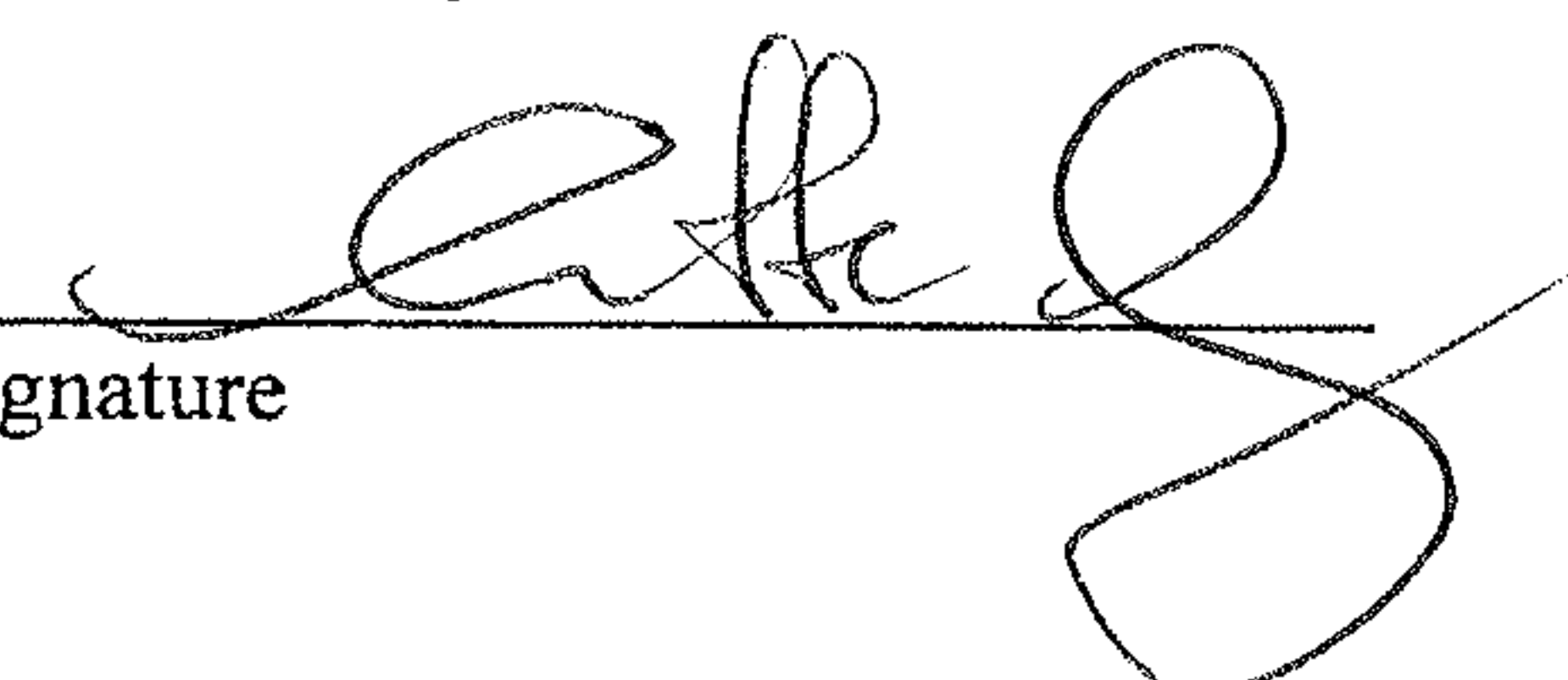
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of LOS ANGELES ) Annette P Aryanpour Kachani  
On November 27, 2023, before me, \_\_\_\_\_, a Notary Public

Notary Public, personally appeared Richard K. Maloof, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Signature

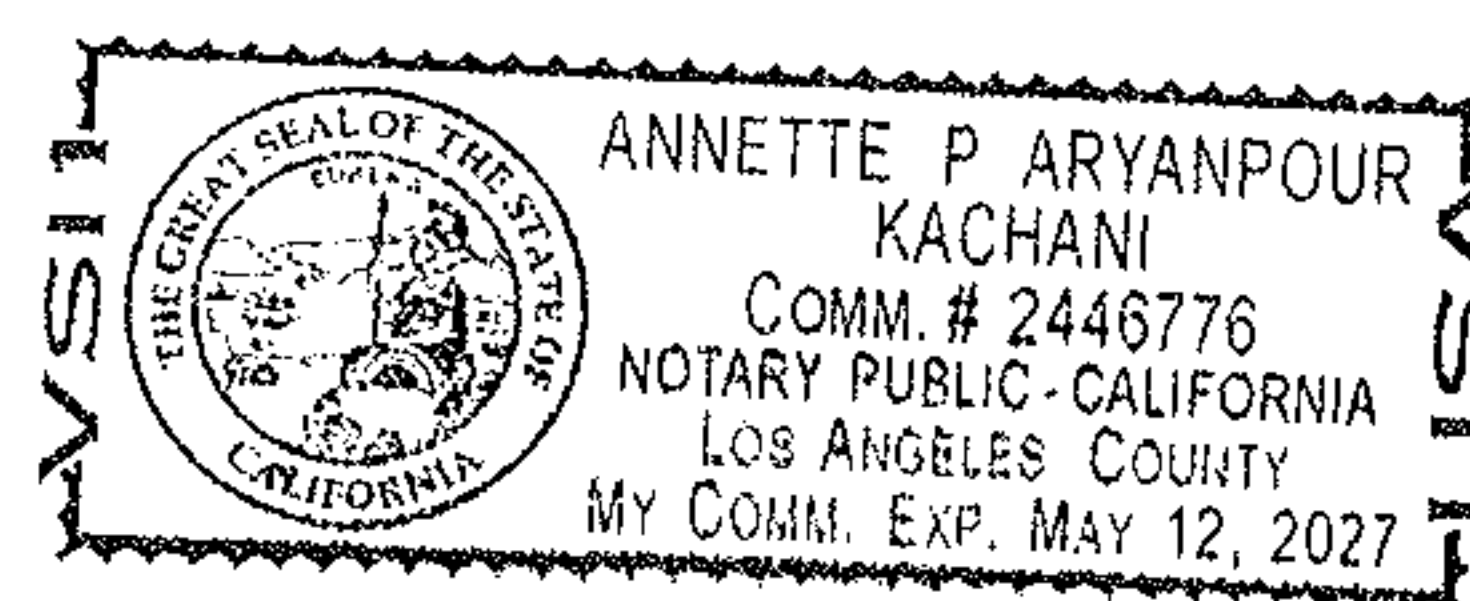


Exhibit "A"

Parcel 1: Pasco County, Florida Parcel: 29-26-17-0310-00000-0120

Lot 12, and the Southeasterly 53.29 feet of Lot 11, TRINITY CORPORATE CENTER, according to the map or plat thereof recorded in Plat Book 65, pages 1 to 5, inclusive, public records of Pasco County, Florida; LESS AND EXCEPT that part conveyed to the State of Florida Department of Transportation by Warranty Deed recorded in Official Records Book 7981, page 58, public records of Pasco County, Florida.

Together With an easement for ingress and egress as created by and set forth in Easement Agreement recorded in Official Records Book 8744, Page 3833, over and across the following described property:

A PORTION OF LOT 10 AND LOT 11, TRINITY CORPORATE CENTER, AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 65, PAGES 1 THROUGH 5 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 11; THENCE RUN NORTH 17°58'29" EAST ALONG THE WESTERLY BOUNDARY LINE OF SAID LOT 11, A DISTANCE OF 257.99 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 72°01'31" WEST, A DISTANCE OF 26.47 FEET; THENCE RUN NORTH 17°58'29" EAST, A DISTANCE OF 67.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54, AS DESCRIBED IN OFFICIAL RECORDS BOOK 7981, PAGE 58, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE RUN SOUTH 72°01'31" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 130.16 FEET; THENCE RUN SOUTH 17°58'29" WEST, A DISTANCE OF 67.00 FEET; THENCE RUN NORTH 72°01'31" WEST, A DISTANCE OF 103.69 FEET TO THE POINT OF BEGINNING.

AND

Together With an easement for ingress and egress as created by and set forth in Easement Agreement recorded in Official Records Book 8744, Page 3833, over and across the following described property:

A PORTION OF LOTS 11, 39 AND 40, TRINITY CORPORATE CENTER, AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 65, PAGES 1 THROUGH 5 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 40 FOR THE POINT OF BEGINNING; THENCE RUN SOUTH 14°21'27" EAST, ALONG THE EASTERLY BOUNDARY LINE OF SAID LOTS 40 AND 39, A DISTANCE OF 193.13 FEET; THENCE RUN SOUTH 75°38'33" WEST, A DISTANCE OF 128.66 FEET; THENCE RUN NORTH 72°01'31" WEST, A DISTANCE OF 266.39 FEET; THENCE RUN NORTH 17°58'29" EAST, A DISTANCE OF 182.00 FEET; THENCE RUN NORTH 27°01'36" WEST, A DISTANCE OF 49.50 FEET; THENCE RUN SOUTH 72°01'31" EAST, A DISTANCE OF 69.00 FEET;



THENCE RUN SOUTH 17°58'29" WEST, A DISTANCE OF 133.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING OF SOUTH 27°01'27" EAST, AND A CHORD DISTANCE OF 70.71 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 78.54 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 72°01'31" EAST, A DISTANCE OF 143.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING OF NORTH 49°41'10" EAST, AND A CHORD DISTANCE OF 85.07 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 101.74 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 08°36'16" WEST, A DISTANCE OF 101.55 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING OF NORTH 04°41'06" EAST, AND A CHORD DISTANCE OF 22.99 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 23.19 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 17°58'29" EAST, A DISTANCE OF 68.73 FEET; THENCE RUN SOUTH 72°01'31" EAST, A DISTANCE OF 30.01 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 5.00 FEET, A CHORD BEARING OF SOUTH 27°03'54" EAST, AND A CHORD DISTANCE OF 7.07 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 7.85 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 72°01'31" EAST, A DISTANCE OF 15.81 FEET; THENCE RUN SOUTH 17°58'29" WEST, A DISTANCE OF 51.29 FEET TO THE POINT OF BEGINNING.

Parcel 2: Lee County, Florida Parcel: 26-47-25-B1-00103.0010

#### NORTHERN PROPERTY LEGAL

A TRACT OR PARCEL OF LAND LYING IN SECTION 26, TOWNSHIP 47 SOUTH, RANGE 25 EAST, BONITA SPRINGS, LEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT C-1, HAWTHORNE PHASE 1A, AS RECORDED IN INSTRUMENT NUMBER 2006000061682, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N.45°47'13"W. ALONG THE SOUTHWESTERLY LINE OF TRACT C-1 OF SAID HAWTHORNE PHASE 1A FOR 214.10 FEET TO THE POINT OF BEGINNING; THENCE RUN S.44°12'47"W. FOR 147.42; THENCE RUN N.45°47'13"W. FOR 35.21 FEET; THENCE RUN S.44°12'47"W. FOR 82.28 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF OLD U.S. 41 (TAMIAMI TRAIL) (105.00 FEET WIDE); THENCE RUN NORTH- WESTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE FOR 278.53 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1692.02 FEET, A CENTRAL ANGLE OF 9°25'53", A CHORD BEARING OF N.40°17'50"W. AND A CHORD DISTANCE OF 278.21 FEET TO A POINT ON A CORNER OF TRACT C-3 OF THE AFORESAID HAWTHORNE PHASE 1A; THENCE RUN N.48°18'58"E. ALONG THE BOUNDARY OF SAID TRACT C-3 FOR 10.02 FEET TO A POINT ON A CURVE; THENCE RUN NORTHWESTERLY ALONG THE BOUNDARY OF SAID TRACT C-3 FOR 46.84 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 89°27'13", A CHORD BEARING OF N.00°16'00"W. AND A CHORD DISTANCE OF 42.22 FEET TO A POINT OF TANGENCY; THENCE RUN N.44°27'37"E. ALONG THE BOUNDARY OF SAID TRACT C-3 FOR 162.97 FEET; THENCE RUN S.45°47'13"E. ALONG THE BOUNDARY OF

THE AFORESAID TRACTS C-3 AND C-1 FOR 340.31 FEET TO THE POINT OF BEGINNING.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE AFORESAID HAWTHORNE PHASE 1A AS BEING S.45°47'13"E.

Parcel 3: St Lucie County, Florida Parcel 3435-821-0004-000-4

Parcel 2, of MIDPORT CROSSING, according to the plat thereof as recorded in Plat Book 39, Page 1, of the Public Records of St. Lucie County, Florida.

Together with those certain perpetual, non-exclusive easements for vehicular and pedestrian ingress and egress as set forth in Drainage and Access Easement Agreement by and between Midport Investors, Inc., a Florida corporation; Midport Crossing Association, Inc., a Florida non-profit corporation and Tuckahoe Development Company, LLC, a Florida limited liability company, dated February 6, 2014 and recorded February 11, 2014 in Official Records Book 3603, Page 308, of the Public Records of St. Lucie County, Florida.

and

Together with that certain perpetual, non-exclusive access easement as set forth in that certain Access Easement Agreement by and between Midport Investors, Inc., a Florida corporation and PSL Walton, LLC, a Florida limited liability company, dated February 6, 2014 and recorded February 11, 2014 in Official Records Book 3603, Page 320, of the Public Records of St. Lucie County, Florida.

Parcel 4: Citrus County, Florida Parcel 19E19S130030000500130

Lots 13, 14, 15, 16, 17 and 18, Block 5, Inverness Village, a/k/a Inverness Village Unit 3, according to the Plat thereof as recorded in Plat Book 6, pages 26 through 29, inclusive, of the Public Records of Citrus County, Florida.

Property

Parcel 5: Jefferson County, Alabama Parcel:

Lot 2-A, Trace Crossings Commercial Subdivision Resurvey No. 1, Section 27, Township 19 South, Range 3 West, Jefferson County, Alabama, as recorded in Map Book 193, Page 89 in the Probate office of Jefferson County, Alabama, Birmingham Division and Map Book 32, Page 20, in the office of Jefferson County, Alabama, Bessemer Division, and further described as follows:

Begin at the Northwesterly corner of said lot 2-A thence run Southeasterly along the Northerly line thereof for a distance of 76.21 feet to the point of commencement of a curve to the left, said curve having a central angle of 19 degrees 51 minutes 22 seconds and a radius of 660.00 feet; thence run Easterly along the arc of said curve for a distance of 228.73 feet to the point of commencement of a curve to the right, said curve having a central angle of 1 degree 46 minutes 26 seconds and a radius of 575.00 feet; thence run Southwesterly along the arc of said curve for a



distance of 17.80 feet; thence run Southerly along the tangent if extended from said curve for a distance of 85.00 feet; thence turn on angle to the right of 6 degrees 44 minutes 25 seconds and run Southwesterly for a distance of 102.24 feet; thence turn an angle to the left of 6 degrees 44 minutes 25 seconds and run Southerly for a distance of 65.01 feet to the point of commencement of a curve to the left, said curve having a central angle of 99 degrees 56 minutes 58 seconds and a radius of 40.00 feet; thence run Southerly and Westerly along the Arc of said curve for a distance of 69.78 feet; thence run Northwesterly along the tangent if extended from said curve for a distance of 253.94 feet; thence turn an angle to the right of 81 degrees 18 minutes 29 seconds and run Northeasterly for a distance of 278.19 feet to the POINT OF BEGINNING.

Parcel 6: Shelby County, Alabama Parcel:

Lot 1, according to the Survey of Walgreens - Pelham, as recorded in Map Book 23, Page 88, in the Probate Office of Shelby County, Alabama.

STATE OF ALABAMA ) A proceeding authorized by  
MONTGOMERY COUNTY ) Section 40-22-2(2)a, Code of Alabama 1975

BEFORE THE ALABAMA DEPARTMENT OF REVENUE:

Comes the Petitioner, The Northern Trust Company, an Illinois banking corporation (“Lender”) and asks the Alabama Department of Revenue to fix and determine the amount of recording tax due, pursuant to Section 40-22-2(2)a, Code of Alabama 1975, upon the recordation of an accommodation Mortgage and Security Agreement (Hypothecated) (A Multi-State Mortgage) (the “Mortgage”) to be filed in the principal amount of \$11,000,000.00 from RKM Stadium Trace, LLC, an Alabama limited liability company and R.K.M. ‘Bama, Inc., an Alabama corporation, each an accommodation Mortgagor pursuant to the Mortgage to Petitioner. The Mortgage encompasses property located within and without the State of Alabama and encompasses property in more than one county in Alabama.

Upon consideration of the Petition and evidence offered in its support, the Alabama Department of Revenue finds as follows:

1. That the maximum indebtedness owed pursuant to the Note, and secured by the Mortgage is \$11,000,000.00.
2. That the Petitioner desires to pay recording tax on the maximum indebtedness, allocable to the secured assets which are located in the State of Alabama.
3. That the total value of all property covered by the Mortgage, both within and without the State of Alabama is \$17,525,000.00.



4. That the total value of all property located within the State of Alabama, and covered by the Mortgage is \$8,450,000.00.

5. That the amount of indebtedness which is allocable to Alabama, and upon which recording tax is due is \$5,304,200.00.

6. That the amount of record tax to be paid, at the rate of \$.15 for each \$100.00 of indebtedness or fraction thereof, which is attributable to the property located with the State of Alabama is \$7,956.30.

7. That the Mortgage is to be recorded in Jefferson and Shelby counties.

8. That the relative property values of the properties lying within the State of Alabama are as follows:

<u>COUNTY</u>	<u>VALUE</u>	<u>PERCENTAGE</u>
JEFFERSON	\$5,650,000.00	66.86%
SHELBY	\$2,800,000.00	33.14%
TOTAL		100%

**IT IS ORDERED, THEREFORE,** that the probate judge in the county wherein the Mortgage first will be recorded, shall collect recording tax in the amount of \$7,956.30 and, pursuant to Section 40-22-2(7), Code of Alabama 1975, after deducting the probate judge's 5% commission, shall make distribution of such tax to the State of Alabama and to the counties named herein, in the percentages as set out in Paragraph 8. The probate Judge of the county wherein the Mortgage first will be recorded, also is entitled to collect any applicable recording fees. Upon payment of the recording tax and upon the initial filing of the Mortgage, a duplicate original shall be acceptable for recordation in other county, pursuant to Section 40-22-2(5), Code of Alabama

1975, without the payment of any further recording tax. The probate judge of the other county is entitled to collect applicable recording fees, however. Section 40-22-2(5).

**DONE** this 27<sup>th</sup> day of November, 2023.

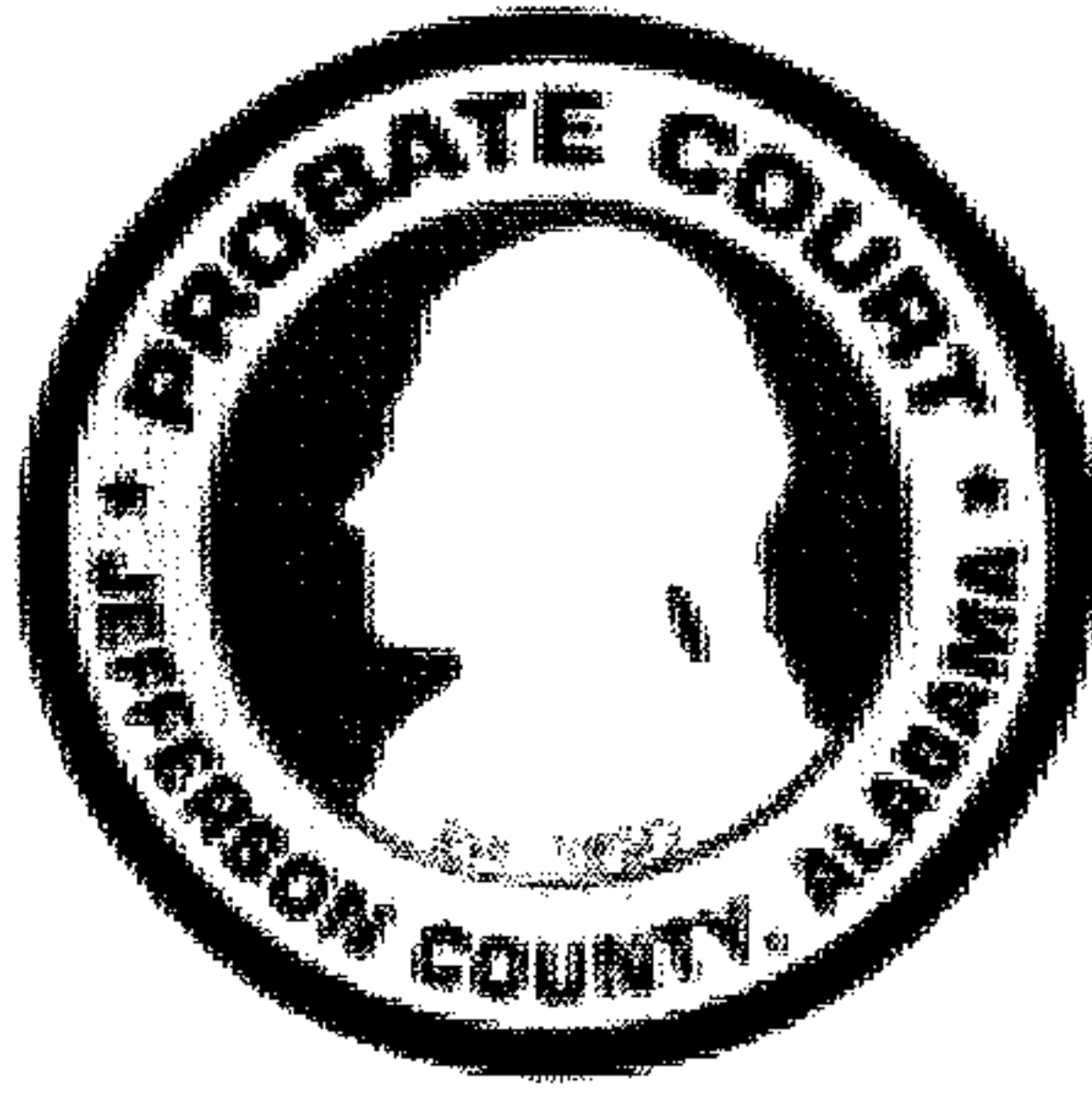
**ALABAMA DEPARTMENT OF REVENUE**

By: Derrick Coleman  
Deputy Commissioner of Revenue

Cameron Clark  
As Secretary

K. Elizabeth Jehle  
Legal Division: K. Elizabeth Jehle





**JEFFERSON COUNTY PROBATE COURT  
BIRMINGHAM DIVISION**

JAMES P. NAFTEL II, PROBATE JUDGE  
716 RICHARD ARRINGTON BLVD NORTH  
BIRMINGHAM, AL 35203  
(205) 325-5411

To: Judge of Probate

Shelby County

I, James P. Naftel II, Judge of Probate of Jefferson County, Alabama, do hereby certify that on the 5th day of December 2023, this office collected a total tax of \$ 7956.30 on a deed /**mortgage** from RKM Development Corp, RKM Reel DG Trinity LLC, RKM Reel Bonita Springs DG LLC, RKM Stadium Trace LLC, PSL Walton LLC, RKM Crystal LLC, and RKM Bama Inc. to Northern Trust Co. and recorded as Instrument No. 2023107251. If you have questions or need additional information, please do not hesitate to contact my office.

A handwritten signature in black ink, appearing to read "J.P. Naftel II".

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James P. Naftel, II  
Judge of Probate



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
12/05/2023 02:38:59 PM  
\$100.00 PAYGE  
20231205000351480

*Allen S. Bayl*