

This instrument was prepared by & return to:
Stephanie Rayman, Pinellas County Housing
& Community Development Department
310 Court Street, Clearwater, FL 33756

LEASEHOLD MORTGAGE
Pinellas County Affordable Housing Program
PENNY FOR PINELLAS AFFORDABLE HOUSING PROGRAM

This Leasehold Mortgage is given to secure the financing of housing under Part V of Chapter 420, Florida Statutes, and is exempt from taxation pursuant to Section 420.513, Florida Statutes. Accordingly, no documentary stamp tax or intangible tax is due in connection with this leasehold mortgage.

THIS LEASEHOLD MORTGAGE is made as of the **8th** day of **February, 2024**, between **Blue Pinellas 2, LLC**, a limited liability company (herein Borrower), whose principal address is **180 Fountain Parkway N., Suite 100, St. Petersburg, FL 33716**, and **PINELLAS COUNTY**, a political subdivision of the State of Florida (herein Lender), by and through the Pinellas County Board of County Commissioners, whose principal address is 310 Court Street, in care of Affordable Housing Program Administrator, Clearwater, Florida 33756.

WHEREAS, Borrower is indebted to Lender in the principal sum of **(\$1,400,000.00) One Million, Four Hundred Thousand and 00/100 Dollars**, which indebtedness is evidenced by Borrower's Promissory Note of even date (herein Note); and

WHEREAS, Borrower does hereby mortgage, grant and convey to Lender a security interest in the Borrower's leasehold interest evidenced in that certain Ground Lease between the Housing Finance Authority of Pinellas County, Florida as trustee of the Pinellas County Land Assembly Trust dated September 11, 2023 and Borrower dated as of November 13, 2023 (the "Ground Lease"), for the following real property, as described in Exhibit A (attached), which has an address of **3800 34th Street S, St. Petersburg, FL 33711**, located in the County of Pinellas, State of Florida (the "Land") together with all of the Borrower's interest in the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; (hereinafter referred to as the "Property") and also known as **Skyway Lofts 2**; and

WHEREAS, Borrower covenants that Borrower is lawfully seized of the leasehold estate hereby conveyed and has the right to mortgage, grant and convey the Borrower's leasehold interest in the Property, and that Borrower will warrant and defend generally the Borrower's leasehold interest in the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property; and

WHEREAS, Borrower has also entered into a Land Use Restriction Agreement of even date herewith (herein LURA), and an Affordable Housing Development Program Agency Agreement of even date herewith (herein Agency Agreement), and covenants that Borrower will perform and comply with the requirements and conditions of the LURA and Agency Agreement, the terms of which are incorporated herein and that failure to comply with the terms of the LURA or Agency Agreement, after Borrower's receipt of written notice from Lender and reasonable opportunity to cure, shall be a default under the Mortgage and Note; and

WHEREAS, Lender and Borrower covenant and agree that all proceeds from this loan shall be used for the **construction of 66 new affordable rental units**, of which **Twenty (20) units shall be workforce affordable "Assisted Units"** as defined in and as further outlined in the Agency Agreement, agreed upon contingency funds, and reasonable closing costs associated with this grant (herein the "Project"). Excess funds, if any, will be returned to Lender and applied to the Borrower's indebtedness in the following order: outstanding interest due, if any; fees, if any, and then to the principal balance of the mortgage.

Now, therefore, in consideration of the mutual covenant, promises, and representations contained herein, the receipt and sufficiency of which is hereby acknowledged, the Borrower and Lender mutually covenant and agree as follows:

1. **Payment of Principal:** Principal is deferred for and may be forgiven, at the sole and absolute discretion of the Lender, **thirty (30) years** from the date of this Mortgage pursuant to the terms of the corresponding Note (hereinafter the "Affordability Period").

2. **Taxes and Insurance:** Borrower shall pay all ad valorem property taxes due on the subject property prior to any delinquency, and shall maintain adequate casualty, liability, and, if in a flood zone, flood insurance on the subject property until this Mortgage is satisfied.

3. **Application of Payments:** Unless applicable law provides otherwise, all payments received by Lender under the Note and this Mortgage will be applied by Lender first to interest payable on the Note, if any, then to the principal of the Note, to satisfy the Mortgage only upon full payment of amounts payable to Lender under the Note and under this Mortgage.

4. **Charges and Liens:** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage in the manner provided herein. Failure to pay as required hereunder shall constitute a default of this Mortgage, the Note, and Agency Agreement. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph and shall promptly furnish to Lender evidence of satisfying the encumbrance (by bond or otherwise) receipts evidencing such payments. Borrower shall promptly discharge or bond off any lien of which the Borrower has actual notice, whether or not such lien has priority over this Mortgage, except for any Permitted Encumbrances (as defined hereunder). Notwithstanding anything contained herein the contrary, Lender agrees that Borrower may obtain institutional financing for acquisition, construction or refinancing of the Project, and agrees to cooperate with Borrower in such undertaking. Lender specifically agrees: (i) that this Mortgage shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of such loans; and (ii) to execute a subordination in form and substance reasonably dictated by the third-party lender. It is understood and agreed that upon the closing of the institutional financing for the Project and/or the refinancing or conversion of any financing for the Project, this Mortgage shall be Fifth (5th) in position with respect to the Project.

5. **Hazard Insurance:** Borrower shall keep the improvements now existing or hereafter erected on the Land by Borrower insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid timely when due, directly to the insurance carrier, unless otherwise specified under the terms of superior mortgages. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the

policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the Borrower will, subject to the rights of senior lender(s), direct the insurance company to apply insurance proceeds to the sums secured by this Mortgage by such outstanding sums directly to Lender, with the excess, if any, paid to Borrower.

6. Preservation and Maintenance of Property: Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. Upon project completion and throughout the duration of the Affordability Period, property must meet the Property standards as defined in 24 CFR 92.251.

7. Protection of Lender's Security: If Borrower, after reasonable notice and opportunity to cure, fails to perform the covenants and agreements contained in this Mortgage, the Note, LURA, or Agency Agreement the terms of which are incorporated herein by reference, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this Paragraph 7, shall bear interest thereon at the rate of ten percent (10%) per annum, and shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from date of disbursement at the rate payable from time to time on outstanding principal under the Note. Nothing contained in this Paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection: Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

9. Condemnation: The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the proceeds shall be paid to Borrower. However, subject to the rights of superior lender(s), if, as a result of any such condemnation or a casualty event, it is impractical or impossible to operate the project consistent with the use that existed prior to such event during the remainder of the Affordability Period, then Lender shall be entitled to a proportionate share of proceeds toward repayment of the Note. After such payment, the loan shall be deemed forgiven, and this Mortgage shall be satisfied of record and the Property shall be released from the LURA.

10. Borrower Not Released: Extension of the time for payment or modification of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify the sums secured by this Mortgage by reason of any demand made by the original

Borrower and Borrower's successors in interest. Any additional amounts subsequently disbursed by Lender shall become additional debt of the Borrower and secured by this mortgage.

11. Forbearance by Lender Not a Waiver: Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. A waiver of one provision shall not be construed as a subsequent waiver of the same or any other provision. Waivers shall be effectuated by mutual written agreement. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative: All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage, Note, Agency Agreement, LURA, or afforded by law or equity, and may be exercised concurrently, independently, or successively.

13. Successors and Assigns: The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. Borrower may transfer its rights and obligations hereunder, and the Lender agrees to cooperate with respect to modifying this Mortgage in connection therewith; provided that prior to such assignment, (i) Borrower shall demonstrate to Lender that the potential assignee has the authority to undertake the obligations and responsibilities set forth herein; (ii) Borrower shall disclose to the assignee in writing: (a) the existence of this Mortgage, the Note, the LURA and the Agency Agreement, and (b) that Borrower will assign and assignee shall be obligated to assume all of Borrower's rights and obligations hereunder by written instrument upon transfer of title to the Property; and (iii) Borrower provides no less than thirty (30) days' notice to the County of the intended assignment. In the event the Borrower assigns its obligations, all of the Borrower's obligations and agreements made hereunder shall be fully and completely assigned to such assignee in full as if such assignee were mentioned by name instead of the Borrower herein. The following transfers shall not require consent but will require notification to the Lender: (i) transfers of investor limited partner interests in the Borrower to Affiliates of the Equity Investor, or (ii) the removal of the general partner of the Borrower for cause under the Borrower's limited partnership agreement and the replacement of such general partner with an Affiliate of the Equity Investor. These transfers shall not be an event of default under the loan documents.

14. Notice: Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at such address as Borrower may designate by notice to Lender as provided herein, or as set forth under the Loan Agreement and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated hereinabove, in care of the Pinellas County Board of County Commissioners in care of the Affordable Housing Program Administrator or to such other address as Lender may designate by notice to Borrower or Lender when given in the matter designated herein.

15. Governing Law, Severability: The laws of Florida shall govern this Mortgage. Venue shall be in Pinellas County, Florida, or nearest location having proper jurisdiction. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy: Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property: If all or any part of the Property or an interest therein is sold or transferred by Borrower without complying with Section 13 above, then the Borrower shall be considered in default and subject to acceleration pursuant to the terms herein. Further, Borrower's successor or assignee is bound by all the terms and conditions of the Mortgage, Note, LURA, and Agency Agreement as well as all construction timeframes and all conditions set forth in any and all schedules part of the Agency Agreement. Notwithstanding anything to the contrary, the foregoing shall not apply to a transfer of the Property by foreclosure or deed in lieu thereof, a replat of the Land and/or Property, the transfer of obsolete or worn out personalty, fixtures, or equipment, utility and cable easements, private and/or governmental easements necessary to operate and/or develop the Land and/or any improvements now or hereafter erected on the Land, leases in the ordinary course of business, the entering into by the Borrower of an extended low-income housing commitment (as such term is defined in Section 42(h)(6)(B) of the Internal Revenue Code) or similar agreement (the "Extended Use Agreement"), or refinancing of indebtedness. Provided, however (a) The Investor Member of Borrower may transfer its interest in the Borrower among affiliates of Investor Member, or to the Developing Member (as defined by the Operating Agreement) of the Borrower or an affiliate thereof, without notice or consent from Lender, (b) a developing member of the Borrower may be removed and replaced by an affiliate of the Investor Member without notice or consent from Lender, (c) after the 15-year compliance period, the Investor Member may transfers its interest in the Borrower, or the interests in the Investor Member may be transferred, to the developing member or an affiliate of developing member, and (d) any interests in the developing member may be transferred as long either Shawn Wilson, Scott Macdonald or Blue Sky Communities LLC remain in Control of the developing member. Lender hereby consents to and agrees to be subordinate to the following senior loans (i) Housing Finance Authority of Pinellas County, Florida Multifamily Housing Revenue Note, Series 2024 (Skyway Lofts II) in the amount of \$13,750,000 and all documents executed in connection therewith (the "Note Loan"), (ii) that certain construction to permanent Loan from Florida Housing Finance Corporation ("Florida Housing") of SAIL program funds in the amount of \$750,000 and all documents executed in connection therewith (the "SAIL Loan"), and (iii) that certain construction to permanent loan from Florida Housing of NHTF funds in the total principal amount of \$1,375,000 and all documents executed in connection therewith (the "NHTF Loan"), and (iv) that certain construction to permanent loan from the City of St. Petersburg, Florida in the total principal amount of \$6,500,000 (the "City Loan" and, together with the Note Loan, the SAIL Loan and the NHTF Loan, collectively, the "Senior Loans"). The loan secured by this Mortgage is subordinate to Senior loans. The Lender hereby acknowledges and agrees that, notwithstanding anything to the contrary herein, the Extended Use Agreement, the liens securing the Senior Loans, that certain Housing Finance Authority of Pinellas County Affordable Housing Development Program Land Use Restriction Agreement between the Borrower and Housing Finance Authority of Pinellas County, Florida, as trustee of the Pinellas County Land Assembly Trust – Skyway Lofts II dated September 11, 2023, that certain Land Use Restriction Agreement (SAIL) by and between the Borrower and Florida Housing dated February 8, 2024, that certain Land Use Restriction Agreement (NHTF) by and between Florida Housing and Borrower dated February 8, 2024 any and all easements, encumbrances or restrictions listed on the schedule of exceptions in that certain in First American National Title Insurance Company Commitment File 110182492 , dated effective January 26, 2024, as affected by Revision Number N/A, dated N/A, 2024, and all other endorsements, amendments, and/or modifications thereto (collectively, the "Title Commitment"), and such other title and survey exceptions as Lender has approved or may approve in writing in Lender's reasonable discretion shall be permitted encumbrances with respect to the Property (the "Permitted Encumbrances").

18. Acceleration; Remedies: Upon Borrower's breach of any covenant(s) or term(s) in this Mortgage, the Note, LURA or Agency Agreement, including the covenants to pay when due any sums that are secured by this Mortgage or debts senior to this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in Paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure

such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; however, if a non-monetary breach can be cured, but not within such thirty (30) day period, the Borrower shall not be in default so long as the Borrower commences cure actions within such thirty (30) day period, thereafter diligently pursues the cure of the breach to completion, and cures the breach within one hundred eighty (180) days from the date of Lender's notice, subject to extension as set forth herein, the Borrower of the breach; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding, the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding, all reasonable expenses of foreclosure, including, but not limited to reasonable costs of documentary evidence, abstracts and title reports. County further agrees, simultaneously with giving the Agency notice hereunder, to give a duplicate copy thereof to the Agency's Investor Member. The Investor Member shall have the same cure period after the giving of a notice as provided to the Agency.

19. Borrower's Right to Reinstate: Notwithstanding Lender's acceleration for the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a Judgment enforcing this Mortgage (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances as defined herein, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in Paragraph 18 hereof; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligation secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents or Other Sums; appointment of Receiver: As additional security hereunder, Borrower hereby assigns to Lender the rents of or other sums generated by the Property, provided that Borrower shall, prior to acceleration under Paragraph 18 hereof or abandonment of the property, have the right to collect and retain such rents or other sums as they become due and payable. Upon acceleration under Paragraph 18 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of or other sums generated by the Property, including those past due. All rents or other sums collected by the receiver shall be applied first to payment of Lender's reasonable costs of management of the Property and collection of rents or other sums actually incurred, including, but not limited to, reasonable receiver's fees, premiums on receiver's bonds and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

21. Release: Upon the payment or forgiveness of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

22. Deferred Payment as Personal Benefit: The Lender's waiver of interest payments on the deferred payment of the sum secured by this Mortgage was made by Lender to Borrower in furtherance of the Borrower's contributions to affordable housing and redevelopment efforts in Pinellas County. The waiver, therefore, results in a delay of reimbursement at a rate not otherwise available to the public at large.


Accordingly, Borrower understands that this waiver is to be a personal benefit and not as an instrument to increase the value of the Property.

23. **Non-Recourse:** Notwithstanding anything to the contrary contained in Loan Documents, the Loan shall be non-recourse as to the Mortgagor (and its Member) and Mortgagor shall not be personally liable for the Loan. In case of default under the Loan Documents, Mortgagee shall seek no personal judgment against Mortgagor (or its members) for repayment of the Loan as a result of any deficiency arising from the foreclosure of the Mortgage. Mortgagee's sole recourse for the Loan shall be against the real property, personal property and intangibles which have been given as collateral by Mortgagor and are securing payment of the Loan.

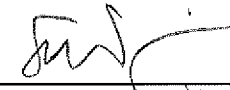
IN WITNESS WHEREOF:

Signed, sealed, and delivered in the presence of:
Note: two witnesses are required

For: **Blue Pinellas 2, LLC**
a Florida limited liability company
Federal Employee ID Number: **92-3026603**
By: **Blue Pinellas 2 M, LLC**
a Florida limited liability company

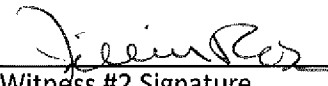


Witness #1 Signature
Print Name: Deandra Taylor
Address: 180 Fountain Pkwy N
St. Petersburg, FL 33716

By: 

Name: Shawn Wilson
Title: Manager
Address: 180 Fountain Parkway N, Ste. 100
St. Petersburg, FL 33716

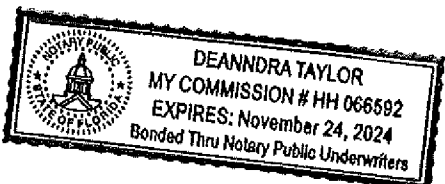
Date: February 1, 2024



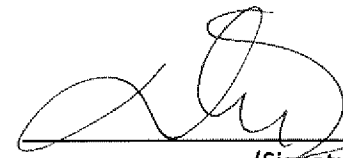
Witness #2 Signature
Print Name: Jillian Rereau
Address: 180 Fountain Parkway
St. Petersburg, FL 33716

STATE OF FLORIDA } §
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of physical presence or () online notarization, this 1st day of February, 2024 by Shawn Wilson, Manager of Blue Pinellas 2 M, LLC, a Florida limited liability company, the Manager of Blue Pinellas 2, LLC, a Florida limited liability company who is personally known to me or () who has produced _____ as identification.



(NOTARY STAMP/SEAL ABOVE)



(Signature)
Deandra Taylor

(Name of Notary, typed, printed, or stamped)

Exhibit A

Legal Description

The Land referred to herein below is situated in the County of PINELLAS, State of Florida, and is described as follows:

LOT 1, BLOCK A, LESS THE SOUTH 112.00 FEET BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 32 SOUTH, RANGE 16 EAST, RUN SOUTH 00° 28' 21" WEST, 50.00 FEET; THENCE NORTH 89° 57' 21" EAST, 50.00 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK A; THENCE SOUTH 00° 28' 21" WEST 162.00 FEET TO THE POINT OF BEGINNING. THENCE NORTH 89° 57' 21" EAST, 200.00 FEET; THENCE SOUTH 00° 28' 21" WEST, 112.00 FEET; THENCE SOUTH 89° 57' 21" WEST, 185.00 FEET; THENCE NORTH 68° 10' 19" WEST, 16.11 FEET; THENCE NORTH 00° 28' 21" EAST, 106.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO THE PLAT OF ENGELKE-BLOCK A-SECOND PARTIAL REPLAT, AS RECORDED IN PLAT BOOK 71, PAGE 48 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

TOGETHER WITH A NON-EXCLUSIVE RECIPROCAL PARKING, INGRESS AND EGRESS EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 1, BLOCK A, ACCORDING TO THE PLAT OF ENGELKE-BLOCK A-SECOND PARTIAL REPLAT AS RECORDED IN PLAT BOOK 71, PAGE 48, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 32 SOUTH, RANGE 16 EAST; RUN THENCE SOUTH 00° 28' 21" WEST, 50.00 FEET; THENCE NORTH 89° 57' 21" EAST 50.00 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK A; THENCE SOUTH 00° 28' 21" WEST, 162.00 FEET TO THE POINT OF BEGINNING. THENCE NORTH 89° 57' 21" EAST, 200.00 FEET; THENCE SOUTH 00° 28' 21" WEST, 112.00 FEET; THENCE SOUTH 89° 57' 21" WEST, 185.00 FEET; THENCE NORTH 68° 10' 19" WEST 16.11 FEET; THENCE NORTH 00° 28' 21" EAST, 106.00 FEET TO THE POINT OF BEGINNING.

This instrument was prepared by & return to:
 Stephanie Rayman, Pinellas County Housing
 & Community Development Department
 310 Court Street, Clearwater, FL 33756

Promissory Note
Pinellas County Affordable Housing Program
PENNY FOR PINELLAS AFFORDABLE HOUSING PROGRAM

Closing Date: February 8, 2024

(\$1,400,000.00)

1. **Intent.** This Promissory Note (herein Note) provides an amount not to exceed **One Million, Four Hundred Thousand and 00/100 Dollars (\$1,400,000.00)** paid by Pinellas County, a political subdivision of the State of Florida (hereinafter "Lender"), to **Blue Pinellas 2, LLC**, a limited liability company (hereinafter "borrower"), whose principal address is **180 Fountain Parkway N., Suite 100, St. Petersburg, FL 33716**, to partially finance allowable capital expenses associated with **Skyway Lofts 2** ("Affordable Units"), as defined in the Affordable Housing Development Program Agency Agreement (herein Agency Agreement) of even date herewith, on that certain real property described in Exhibit A (attached hereto and incorporated by reference) in which the Borrower's leasehold interest evidenced in that certain Ground Lease between the Housing Finance Authority of Pinellas County, Florida as trustee of the Pinellas County Land Assembly Trust dated September 11, 2023 and Borrower dated as of November 13, 2023 (the "Ground Lease"), which the Land has an address of **3800 34th St. South, St. Petersburg, FL 33711** located in the County of Pinellas (the "Land"), together with all the Borrower's right in the improvements now or hereafter erected on the Land, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property (hereinafter referred to collectively as the "Property").

2. **Borrower's Promise to Pay.** Borrower's repayment of **(\$1,400,000.00) One Million, Four Hundred Thousand and 00/100 Dollars** of the original principal balance to the Lender may be forgiven, at the sole and absolute discretion of the Lender, **Thirty (30)** years from the date of this Note, provided that the Borrower and its successors and assigns have developed and operates the Workforce Assisted Units (as defined in the Land Use Restriction of even date (hereinafter LURA) to provide affordable rental workforce housing in compliance with the terms of this Note and the accompanying Leasehold Mortgage, as well and the LURA and the Agency Agreement for the respective terms thereof, and any other security instrument associated with the Mortgage, the terms of which are incorporated herein by reference.

Subject to compliance with those obligations set forth in the LURA, this Note and payment of the principal of the loan may be forgiven, at the sole and absolute discretion of the Lender, on **February 1, 2054**. Borrower covenants that if the Borrower's interest in Property is sold or title or any interest therein is otherwise transferred to any third party not in compliance with the terms of the Mortgage before before such date, except for the rental or lease of individual units to income qualified persons, then following ten (10) business days written notice with opportunity to cure, the full principal sum plus interest from the date of the Mortgage due hereunder shall be immediately due and payable in accordance with provision 17 of the Mortgage.

3. **Default; Acceleration.** In case of an uncured default in the payment required hereunder, if any, or in the event of the uncured default in the performance of any of the covenants, conditions, or agreements contained in the Mortgage, LURA, or Agency Agreement, including all incorporated

attachments thereto (subject to force majeure delays), or any other related agreement(s) given to secure the payment hereof, then in accordance with the notice and cure periods provided in Section 18 of the Mortgage, the Lender or subsequent legal holder may, without notice, declare the whole debt immediately due and payable. Such outstanding principal will begin to bear interest at the rate of ten percent (10%) per annum from the date of such default until paid in full. The undersigned reserve(s) the right to prepay at anytime, all or any part of the principal amount of the Note without payment of penalties or premiums.

Subject to all applicable notice and cure periods set forth therein, any default under the LURA, Agency Agreement, Mortgage, and any incorporated attachments thereto (subject to force majeure delays) executed incidental to this loan following applicable notice and cure periods shall also be a default under this Note.

4. **Non-Appropriation.** In the event funds are not budgeted and appropriated by the COUNTY in any fiscal year for purposes described herein, pursuant to Florida Statutes Sections 129.06 and 129.07 and Art. VII, §12 of the Florida Constitution, the County shall notify the AGENCY of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the COUNTY.

5. **Subordination.** The Note secured by the Mortgage shall be subordinate to the following senior loans (i) that certain Housing Finance Authority of Pinellas County, Florida Multifamily Housing Revenue Note, Series 2024 (Skyway Lofts II) in the amount of \$13,750,000 and all documents executed in connection therewith (the "Note Loan"), (ii) that certain construction to permanent Loan from Florida Housing Finance Corporation ("Florida Housing") of SAIL program funds in the amount of \$750,000 and all documents executed in connection therewith (the "SAIL Loan"), and (iii) that certain construction to permanent loan from Florida Housing of NHTF funds in the total principal amount of \$1,375,000 and all documents executed in connection therewith (the "NHTF Loan"), and (iv) that certain construction to permanent loan from the City of St. Petersburg, Florida in the total principal amount of \$6,500,000 (the "City Loan" and, together with the Note Loan, the SAIL Loan and the NHTF Loan, collectively, the "Senior Loans").

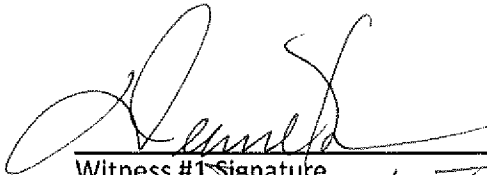
6. **Non-Recourse.** Notwithstanding anything to the contrary contained in this Note, the Mortgage, and the Agreement, or any of the other documents executed in conjunction with this Loan (collectively, "**Loan Documents**"), the Loan shall be non-recourse as to the Borrower (and its members and managers) and Borrower shall not be personally liable for the Loan. In case of default under the Loan Documents, Lender shall seek no personal judgment against Borrower (or its members) for repayment of the Loan as a result of any deficiency arising from the foreclosure of the Mortgage. Lender's sole recourse for the Loan shall be against the Borrower's leasehold interest real property, the Borrower's interest in the personal property and intangibles which have been given as collateral by Borrower and are securing payment of the Loan.

(SIGNATURES ON FOLLOWING PAGE)


In Witness Whereof, Borrower has executed this Promissory Note on the date recited hereinabove.

Signed, sealed, and delivered in the presence of:
Note: two witnesses are required

For: **Blue Pinellas 2, LLC**
a Florida limited liability company
Federal Employee ID Number: **92-3026603**
By: **Blue Pinellas 2 M, LLC**
a Florida limited liability company




Witness #1 Signature
Print Name: Deandra Taylor
Address: 180 Fountain Pkwy N
St. Petersburg FL 33716

By: 

Name: Shawn Wilson
Title: Manager
Address: 180 Fountain Parkway N, Ste. 100
St. Petersburg, FL 33716

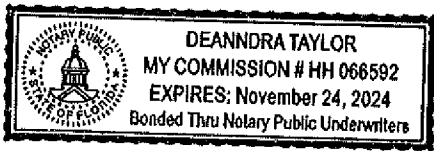
Date: February 1, 2024



Witness #2 Signature
Print Name: Julian Reese
Address: 180 Fountain Parkway
St. Petersburg FL 33716

STATE OF FLORIDA }
COUNTY OF PINELLAS }§

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this 1st day of February, 2024 by **Shawn Wilson, Manager of Blue Pinellas 2 M, LLC, a Florida limited liability company, the Manager of Blue Pinellas 2, LLC, a Florida limited liability company who is** () personally known to me or () who has produced _____ as identification.



(NOTARY STAMP/SEAL ABOVE)



(Signature)
Deandra Taylor

(Name of Notary, typed, printed, or stamped)

Exhibit A

Legal Description

The Land referred to herein below is situated in the County of PINELLAS, State of Florida, and is described as follows:

LOT 1, BLOCK A, LESS THE SOUTH 112.00 FEET BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 32 SOUTH, RANGE 16 EAST, RUN SOUTH 00° 28' 21" WEST, 50.00 FEET; THENCE NORTH 89° 57' 21" EAST, 50.00 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK A; THENCE SOUTH 00° 28' 21" WEST 162.00 FEET TO THE POINT OF BEGINNING. THENCE NORTH 89° 57' 21" EAST, 200.00 FEET; THENCE SOUTH 00° 28' 21" WEST, 112.00 FEET; THENCE SOUTH 89° 57' 21" WEST, 185.00 FEET; THENCE NORTH 68° 10' 19" WEST, 16.11 FEET; THENCE NORTH 00° 28' 21" EAST, 106.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO THE PLAT OF ENGELKE-BLOCK A-SECOND PARTIAL REPLAT, AS RECORDED IN PLAT BOOK 71, PAGE 48 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

TOGETHER WITH A NON-EXCLUSIVE RECIPROCAL PARKING, INGRESS AND EGRESS EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 1, BLOCK A, ACCORDING TO THE PLAT OF ENGELKE-BLOCK A-SECOND PARTIAL REPLAT AS RECORDED IN PLAT BOOK 71, PAGE 48, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 32 SOUTH, RANGE 16 EAST; RUN THENCE SOUTH 00° 28' 21" WEST, 50.00 FEET; THENCE NORTH 89° 57' 21" EAST 50.00 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK A; THENCE SOUTH 00° 28' 21" WEST, 162.00 FEET TO THE POINT OF BEGINNING. THENCE NORTH 89° 57' 21" EAST, 200.00 FEET; THENCE SOUTH 00° 28' 21" WEST, 112.00 FEET; THENCE SOUTH 89° 57' 21" WEST, 185.00 FEET; THENCE NORTH 68° 10' 19" WEST 16.11 FEET; THENCE NORTH 00° 28' 21" EAST, 106.00 FEET TO THE POINT OF BEGINNING.