

This instrument was prepared by:
Stephanie Rayman, Pinellas County
Housing & Community Development Department
310 Court Street, 1st Floor, Clearwater, FL 33756

NOTE TO CLERK: THIS MORTGAGE AND THE NOTE SECURED HEREBY ARISE OUT OF OR ARE GIVEN TO SECURE THE REPAYMENT OF A LOAN ISSUED IN CONNECTION WITH THE FINANCING OF HOUSING AND ARE EXEMPT FROM DOCUMENTARY STAMP TAX AND INTANGIBLE TAX PURSUANT TO SECTION 420.513(1), FLORIDA STATUTES.

**MORTGAGE
HOME INVESTMENT PARTNERSHIPS PROGRAM - AMERICAN RESCUE PLAN (HOME-ARP)
PINELLAS COUNTY AFFORDABLE HOUSING PROGRAM**

THIS MORTGAGE (herein Mortgage) is made as of the ____ day of _____, 2026, between **CASL Independence, LLC**, a **Florida Limited Liability Company**, whose principal address is **2911 Fruitville Road Sarasota, FL 34237** (herein Borrower), and **PINELLAS COUNTY**, a political subdivision of the State of Florida, by and through the Pinellas County Board of County Commissioners, whose principal address is in care of the Affordable Housing Program Administrator at 310 Court Street, 1st Floor, Clearwater, Florida 33756 (herein Lender).

WHEREAS, Borrower is indebted to Lender in the principal sum of **One Million Three Hundred Seventy-Five Thousand and 00/100 Dollars (\$1,375,000.00)**, 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 the following property as described in Exhibit A (attached) which has an address of **13000 Park Blvd. Seminole, FL 33776** located in County of Pinellas, State of Florida together with all 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; and all of the foregoing, together with said property are herein referred to as the Property; and is also known as **Independence Place**; and

WHEREAS, Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that Borrower will warrant and defend generally the title to 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, including but not limited to those encumbrances in favor of Florida Housing Finance Corporation (FHFC), which secure those certain loans and grants made by FHFC for the purpose of constructing and developing the Project (as such term is defined in the Agency Agreement); and

WHEREAS, Borrower has also entered into a Land Use Restriction Agreement of even date herewith (herein LURA), and a Pinellas County Affordable Housing 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 and Agency Agreement 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 purpose of providing part of the construction and permanent financing of 20 affordable rental housing units as defined in the scope of work referenced in the Agency Agreement, agreed upon contingency funds, and reasonable closing costs associated with this loan. 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.

Borrower and Lender mutually covenant and agree as follows:

1. Payment of Principal: Borrower shall promptly pay when due the principal sum of the indebtedness evidenced by the Note and in this Mortgage, upon the earlier of Borrower's sale of the subject property or _____, 2048.

Borrower shall repay any HOME-ARP funds invested in units that are 1) not completed within 4 year of project commitment (date of execution of this Mortgage), 2) not rented to eligible qualifying or low-income households within 12 months of project completion, or 3) terminated before completion or otherwise not compliant with the HOME-ARP rental requirements.

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 the Lender is paid in full and 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, 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. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph and shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien, except for those liens securing FHFC's State Apartment Incentive Loan (herein, SAIL Loan), HOME Investments partnership program, under the American Rescue Plan Act of 2021 loan (FHFC HOME-ARP Loan), and those restrictive covenants relating thereto or otherwise made in favor of FHFC (such loans, the FHFC Loans), whether or not such lien has priority over this Mortgage.

5. Hazard Insurance: Borrower shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included within the term extended coverage, and such other hazards as Lender may reasonably 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. 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 made available to Borrower and applied to the 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 materially impaired, the Borrower directing the insurance company to apply insurance proceeds, subject to the FHFC Loans, to the sums secured by this Mortgage by such outstanding sums directly to Lender, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

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 property standards as defined in 24 CFR 92.251.

7. Protection of Lender's Security: If Borrower 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, and such failure continues beyond any applicable notice and cure period, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, which Borrower is not actively engaged in defending, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankruptcy and such proceeding is not otherwise terminated or resolved in such a way as to not materially affect Lender's security in the Property, within sixty (60) days, 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 proportionally to the Lender and FHFC. In the event of a total taking of the Property, subject to the FHFC Loans, the proceeds shall be applied to the sums secured by this Mortgage, with excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, subject to the FHFC Loans, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower. Notwithstanding the foregoing, to the extent that such partial taking does not render the Property unsuitable for the purposes set forth herein, and subject to the terms of the FHFC Loans, so long as Borrower is not in default under this Mortgage, the LURA, the Agency Agreement, or the Note, beyond any applicable notice and cure period, all condemnation proceeds shall be made available to Borrower to restore the remainder of the Property. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, subject to the FHFC Loans, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property, or to the sums secured by this Mortgage.

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.

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. 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 or afforded by law or equity, and may be exercised concurrently, independently, or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions: The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for conveyance only and are not to be used to interpret or define the provisions hereof.

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, 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 the jurisdiction in which the Property is located shall govern this Mortgage. 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 Lender's prior written consent, including the creation of a lien or encumbrance subordinate to this Mortgage, except for those encumbrances permitted hereby and for those utility and other easements necessary and desirable for the construction, development, and use of the Property, the sums hereunder and under the Note shall be immediately due and payable with interest due from the date of the mortgage and note without further notice to Borrower or Borrower's successor or assign. 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.

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 such 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 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. Notwithstanding the foregoing, Borrower shall not be in default hereof if it proffers a cure to such noticed breach within the applicable time period set forth in the aforementioned notice from Lender. 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, subject to the FHFC Loans, 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 expenses of foreclosure, including, but not limited to, costs of documentary evidence, abstracts and title reports.

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 if (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; (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 costs of management of the Property and collection of rents or other sums, including, but not limited to, 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 payment of all sums secured by this Mortgage, Lender shall release this Mortgage of record, 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, or as a benefit that it may transfer to successive owners of the Property, without written consent of Lender.

23. This Mortgage is and shall be subordinate to (i) the respective Promissory Notes evidencing the FHFC Loans, (ii) the respective Mortgage and Security Agreements securing the FHFC Loans, (iii) the SAIL Land Use Restriction Agreement, (iv) all other loan documents securing the FHFC Loans or any grants made by FHFC in connection with the financing of the Project, and (v) the rights of FHFC under the FHFC Loans, all to the extent and in the manner provided in that certain Subordination Agreement, dated as of _____, _____, by and among FHFC, the Borrower and the Lender.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF:

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

For: **CASL Independence, LLC**
a Florida Limited Liability Company
Federal Employee ID Number: **99-4835433**

Witness

By: _____

Name: Julian S. Eller

Title: Manager

Address: 2911 Fruitville Road
Sarasota, FL 34237

Print Name

Date: _____

Witness

Print Name

STATE OF FLORIDA

COUNTY OF PINELLAS) } §

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, **2026**, by **Julian S. Eller, Manager of CASL Independence, LLC** who is ☐ personally known to me or ☐ who has produced a _____ as identification.

(Signature)

(NOTARY STAMP/SEAL ABOVE)

(Name of Notary, typed, printed or stamped)

Exhibit A
Legal Description

PHASE I

THAT PORTION OF LAND LYING IN LOT 7, PINELLAS GROVES IN THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 30 SOUTH, RANGE 15 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF AFORESAID LOT 7, THENCE RUN N 00°34'58" E, ALONG THE EAST LINE OF SAID LOT 7, 449.33 FEET TO THE POINT OF BEGINNING; THENCE

N 89°25'02" W, 51.41 FEET; THENCE S 90°00'00" W, 27.82 FEET; THENCE N 00°00'00" E, 20.90 FEET; THENCE S 90°00'00" W, 38.50 FEET; THENCE N 00°00'00" W, 120.56 FEET; THENCE N 89°00'41" W, 9.57 FEET; THENCE N 00°00'00" E, 25.00 FEET TO THE SOUTH RIGHT-OF-WAY OF 78TH AVENUE NORTH (PARK BOULEVARD); THENCE S 89°00'41" E ALONG SAID SOUTH RIGHT-OF-WAY LINE, 129.00 FEET TO THE EAST LINE OF SAID LOT 7; THENCE S 00°34'58" W ALONG SAID EAST LINE, 164.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.44± ACRES AND 19,065± SQUARE FEET.

PHASE II

THAT PORTION OF LAND LYING IN LOT 7, PINELLAS GROVES IN THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 30 SOUTH, RANGE 15 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF AFORESAID LOT 7, THENCE RUN

N 88°56'15" W, ALONG THE SOUTH LINE OF SAID LOT 7, 198.45 FEET; THENCE N 00°36'03" E, 614.01 FEET TO THE SOUTH RIGHT-OF-WAY OF 78TH AVENUE NORTH (PARK BOULEVARD); THENCE S 89°00'41" E ALONG SAID SOUTH RIGHT-OF-WAY LINE, 69.26 FEET TO THE WEST LINE OF PHASE 1; THENCE ALONG THE WEST AND SOUTH LINES OF SAID PHASE 1 THE FOLLOWING SEVEN (7) COURSES: 1.) S 00°00'00" W, 25.00 FEET; 2.)

S 89°00'41" E, 9.57 FEET, 3.) S 00°00'00" E, 120.56 FEET; 4.) S 90°00'00" E, 38.50 FEET; 5.) S 00°00'00" W, 20.90 FEET; 6.) N 90°00'00" E, 27.82 FEET; 7.) S 89°25'02" E, 51.41 FEET TO THE EAST LINE OF SAID LOT 7; THENCE S 00°34'58" W ALONG SAID EAST LINE, 449.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.36± ACRES AND 102,747± SQUARE FEET.

This instrument was prepared by:
Stephanie Rayman, Pinellas County
Housing & Community Development Department
310 Court Street, 1st Floor, Clearwater, FL 33756

PROMISSORY NOTE
HOME INVESTMENT PARTNERSHIPS PROGRAM - AMERICAN RESCUE PLAN (HOME-ARP)
PINELLAS COUNTY AFFORDABLE HOUSING PROGRAM

Closing Date: _____, 2026

\$1,375,000.00

ON OR BEFORE _____, 2048, or sooner as specified hereinafter, **CASL Independence, LLC, a Florida Limited Liability Company** whose principal address is **2911 Fruitville Road, Sarasota, FL 34237** (herein Borrower), promises to pay **PINELLAS COUNTY**, a political subdivision of the State of Florida whose physical address is in care of **AFFORDABLE HOUSING PROGRAM ADMINISTRATOR**, at 310 Court Street, Clearwater, Florida 33756 (herein Lender) for value received, together with reasonable attorney's fees and all expenses incurred in any manner incident to collection of this sum, whether by suit or otherwise including recording fees, in accordance with the term of the Mortgage of even date.

This Promissory Note (herein Note) is given for the purpose of providing a part of the allowable expenses associated with the construction and permanent financing of 20 affordable rental housing units, as defined in the Affordable Housing Development Program Agency Agreement (herein Agency Agreement) of even date herewith the terms of which are incorporated herein and being financed with the proceeds of this Note, agreed contingency funds, and reasonable closing costs associated with this Note, or any agreed combination of the aforementioned activities, of, to, and on that certain property described in Exhibit A (attached hereto and incorporated herein) which has an address **13000 Park Blvd. Seminole, FL 33776** located in County of Pinellas, together with all 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 that certain Mortgage of even date herewith (herein Mortgage); and all of the foregoing, together with said property are herein referred to as the Property.

This Note is due and payable, on or before _____, **2048**. Borrower covenants that if the Property is leased, sold or title or any interest therein is otherwise transferred to any third party before _____, **2048**, except for the rental or lease of individual units to income qualified persons, then 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.

Borrower promises to pay the Lender the principal sum of **One Million Three Hundred Seventy-Five Thousand and 00/100 Dollars (\$1,375,000.00)**. Repayment of **One Million Three Hundred Seventy-Five Thousand and 00/100 (\$1,375,000.00)** of the original principal balance will be forgiven _____, 2048, provided that the Borrower has utilized the Property to provide affordable rental housing in compliance with the Agency Agreement and Land use Restriction Agreement of even date herewith, and Lender's conditions. Interest will neither be paid nor accrue on the contingent forgiveness amount. There will be no payments of principal and interest, so long as Borrower remains fee simple owner of the Property, develops and operates said Property as residential rental housing, including affordable rental housing, and complies with the terms of this Note and the accompanying Mortgage, as well as the Land Use Restriction Agreement (herein LURA), the Agency Agreement and any other security instrument associated with the Mortgage, the terms of which are incorporated herein by reference.

Upon Borrower's breach of any covenant(s) or term(s) in this Mortgage, the Note, 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 of the mortgage agreement 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 such 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 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. Notwithstanding the foregoing, Borrower shall not be in default hereof if it proffers a cure to such noticed breach within the applicable time period set forth in the aforementioned notice from Lender. 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 expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports. Notwithstanding the foregoing, Borrower's non-managing member shall have the right, but not the obligation, to cure a default under this Mortgage within the cure period as Borrower.

The undersigned reserve(s) the right to prepay at any time, all or any part of the principal amount of the Note without payment of penalties or premiums other than those imposed by the Mortgage or Agency Agreement of even date associated with this Note. Any payment of this Note prior to default shall be applied to the principal due on this Note. All payments, other than prepayments; shall be applied first to the interest due on this Note, and then to any late charges, other costs, expenses, or fees incurred by the Lender in conjunction with the property.

Any default under the LURA, Agency Agreement and schedules thereto, shall also be a default under this Note and the Mortgage.

The undersigned hereby waives demand and protest and agrees that the holder may grant extensions of time of payment of principal without notice and that they will remain bound, as if no such extension had been made.

This Note shall be a nonrecourse obligation of the Borrower and the sole remedy for the Lender upon an event of default will be collateral secured by the Mortgage.

THIS NOTE AND THE MORTGAGE SECURING THIS NOTE ARISE OUT OF OR ARE GIVEN TO EVIDENCE AND SECURE THE REPAYMENT OF A LOAN ISSUED IN CONNECTION WITH THE FINANCING OF HOUSING AND IS EXEMPT FROM DOCUMENTARY STAMP TAX AND INTANGIBLE TAX PURSUANT TO SECTION 420.513(1), FLORIDA STATUTES.

(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: **CASL Independence, LLC**

a Florida Limited Liability Company

Federal Employee ID Number: **99-4835433**

Witness

Print Name

Witness

Print Name

By: _____

Name: Julian S. Eller

Title: Manager

Address: 2911 Fruitville Road
Sarasota, FL 34237

Date: _____

STATE OF FLORIDA

COUNTY OF PINELLAS) } §

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, **2026**, by **Julian S. Eller, Manager of CASL Independence, LLC** who is ☐ personally known to me or ☐ who has produced a _____ as identification.

(Signature)

(NOTARY STAMP/SEAL ABOVE)

(Name of Notary, typed, printed or stamped)

Exhibit A
Legal Description

PHASE I

THAT PORTION OF LAND LYING IN LOT 7, PINELLAS GROVES IN THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 30 SOUTH, RANGE 15 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF AFORESAID LOT 7, THENCE RUN N 00°34'58" E, ALONG THE EAST LINE OF SAID LOT 7, 449.33 FEET TO THE POINT OF BEGINNING; THENCE

N 89°25'02" W, 51.41 FEET; THENCE S 90°00'00" W, 27.82 FEET; THENCE N 00°00'00" E, 20.90 FEET; THENCE S 90°00'00" W, 38.50 FEET; THENCE N 00°00'00" W, 120.56 FEET; THENCE N 89°00'41" W, 9.57 FEET; THENCE N 00°00'00" E, 25.00 FEET TO THE SOUTH RIGHT-OF-WAY OF 78TH AVENUE NORTH (PARK BOULEVARD); THENCE S 89°00'41" E ALONG SAID SOUTH RIGHT-OF-WAY LINE, 129.00 FEET TO THE EAST LINE OF SAID LOT 7; THENCE S 00°34'58" W ALONG SAID EAST LINE, 164.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.44± ACRES AND 19,065± SQUARE FEET.

PHASE II

THAT PORTION OF LAND LYING IN LOT 7, PINELLAS GROVES IN THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 30 SOUTH, RANGE 15 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF AFORESAID LOT 7, THENCE RUN

N 88°56'15" W, ALONG THE SOUTH LINE OF SAID LOT 7, 198.45 FEET; THENCE N 00°36'03" E, 614.01 FEET TO THE SOUTH RIGHT-OF-WAY OF 78TH AVENUE NORTH (PARK BOULEVARD); THENCE S 89°00'41" E ALONG SAID SOUTH RIGHT-OF-WAY LINE, 69.26 FEET TO THE WEST LINE OF PHASE 1; THENCE ALONG THE WEST AND SOUTH LINES OF SAID PHASE 1 THE FOLLOWING SEVEN (7) COURSES: 1.) S 00°00'00" W, 25.00 FEET; 2.)

S 89°00'41" E, 9.57 FEET, 3.) S 00°00'00" E, 120.56 FEET; 4.) S 90°00'00" E, 38.50 FEET; 5.) S 00°00'00" W, 20.90 FEET; 6.) N 90°00'00" E, 27.82 FEET; 7.) S 89°25'02" E, 51.41 FEET TO THE EAST LINE OF SAID LOT 7; THENCE S 00°34'58" W ALONG SAID EAST LINE, 449.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.36± ACRES AND 102,747± SQUARE FEET.