April 14, 2025

Attn: David Kaplan, President
Huntington Lakes Section Four Association, Inc.
7340 Amberly Lane
Delray Beach, FL 33446

Re: Bank Commitment Letter

Dear Mr. Kaplan:

I am pleased to inform you that Valley National Bank (hereinafter called "Lender" or "Bank") has approved a New Commercial Non-Revolving Line of Credit/Term Loan to Huntington Lakes Section Four Association, Inc. (the "Borrower"), subject to the following terms and conditions:

I. **TERMS:**

1. Borrower: Huntington Lakes Section Four Association, Inc.

2. Loan Amount: Up to a $2,500,000 Commercial Non-Revolving Line of Credit/Term Loan ("Loan").

3. Loan Purpose: To assist in the funding of a community wide Concrete Repair and Restoration project as per the current Milestone Inspection. Project may include but not be limited to; other improvement expenses including attorney and bank fees. 8 residential buildings with 320 units.

4. Interest Rate: 7.35%, Fixed

5. Repayment Terms: Payments of interest only for 24 months during the construction period, followed by 60 monthly Principal and Interest payments based on a straight 5-year mortgage style amortization.

6. Maturity: 84 months from the date of closing.

7. Commitment Fee: $8,750.00

8. Guarantors: None

9. Security: Bank to secure its collateral position with an assignment of all regular assessments, not including reserves and not including funds collected for reserves and all special assessments adopted by Borrower, from time to time, to pay for the completion of the Project and/or to repay the loan and a direct UCC-1 filing. The term "Collateral" shall not include (i) any reserve accounts established by Debtor under Chapter 718, Florida Statutes; or (ii) any portion of regular assessments which have been designated in the operating budget of Debtor for reserve accounts; or (iii) any special assessments, except to the extent any of such special assessments were levied for the purpose of repay the Loan; or (iv) insurance settlement proceeds, except to the extent Debtor has utilized proceeds of the Loan to repair, replace or rebuild items subsequently reimbursed to Debtor by such insurance settlement proceeds.

10. Loan Documents: Lender will use Bank approved attorney to prepare Documentation to comply with all the final terms and conditions offered and accepted for a closing. All documentation must be satisfactory to the Lender and Borrower and properly executed at the closing. Legal costs, if any, shall be borne by the Borrower. Lender's attorney shall prepare the documents to be executed at closing, including, but not limited to the following:

a. Corporate Resolution to Borrow/Grant Collateral
b. Business Loan Agreement
c. Promissory Note
d. Commercial Security Agreement
e. Agreement to Cooperate
f. No Pending or Outstanding Lawsuit Affidavit

The foregoing documents, together with all documents and instruments required by the Lender to be executed in connection with the Loan shall be collectively referred to as "Loan Documents".

11. Prepayment Penalties: None

II. GENERAL PROVISIONS:

1. Expenses: Borrower shall bear all expenses reasonably incurred in connection with the Loan. This shall include, but not be limited to, all Lender attorney fees, documentary stamp taxes, insurance, commitment fee and any other of the Lender's preparation costs and expenses.

2. Waiver of Trial by Jury: The Loan Documents will contain the following language.
LENDER AND BORROWER HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT TO BE CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER ENTERING INTO THIS LOAN AND AGREEMENTS.

3. Late Charges: If the Note payment is not received on or before ten (10) days of the due date (except for the payment due on the maturity date for which there is no grace period), a late charge in the amount of five percent (5%) of the amount due shall be due from Borrower to Lender. The Loan Documents will provide that Lender will give Borrower written notice of non-monetary default(s).

III. **SPECIAL CLOSING REQUIREMENTS:**

1. Depository Relationship: Depository Relationship: The loan documents shall provide that during the term of the loan the Borrower will maintain a minimum of $150,000 of its deposit account(s) with the Bank, the applicable Loan interest rate provided to the Borrower is in consideration of the relationship maintained with the Bank (subject to Annual Review). Accordingly, if the deposit requirement is not maintained as agreed, the loan Interest Rate will increase by 0.25%.

2. Lawsuits: Prior to closing, Lender shall have received, reviewed, and approved an affidavit from the Borrower confirming there are no pending lawsuits. If any lawsuits are disclosed, they are to be reviewed and approved by Lender.

3. Insurance: Prior to closing, Lender shall receive proper and satisfactory evidence of insurance coverage for the real estate property, in accordance with the Lender's policy guidelines.

4. Opinion Letter: Borrower's attorney to review the By-laws, declaration of condominium or restrictive covenants, loan documents, the notice to Association members of special meeting and minutes of the membership (if required) and Board meetings approving the financing from the Bank.

5. Prepayments: All prepayment proceeds from the owners towards the special assessment, if applicable, will be required to be applied as a principal reduction to the outstanding balance of the Loan. In the event an unscheduled principal reduction is made during the term of the Loan, Lender agrees to re-amortize the outstanding principal balance based on the remaining amortization and adjust the monthly principal and interest payments, as long as the Loan is considered to be "in good standing" by Lender. It is the responsibility of the Borrower to notify Lender of their intent to exercise this option at least fifteen (15) days following the principal paydown. This option shall be limited to four times per year during the term of the Loan.

6. Construction Advances: All draw requests will be prepared using either AIA format or other acceptable forms (Contracts/Invoices) to the Bank. Disbursements to be made upon written request for an advance that will be signed by two association officers and accompanied by receipt of the approved AIA forms or approved billing invoices for project related expenses. Also, the Bank will require approval from the Borrower's Project Manager Signature to be included with each draw request, except for soft costs, including but not limited to loan closing costs, permit fees, and fees for architects, engineers, and attorneys related to the Project.

7. Project: Formal review and approval by the lender of the final restoration budget and engineering report of the work to be financed by the Bank.

IV. ACCEPTANCE:

The terms of this Commitment Letter may not be waived, modified or in any way changed unless such a waiver, modification or change is made in the form of an amendment to this Commitment Letter in writing and agreed to by both parties. In order for this Loan Commitment to be in effect, the enclosed original letter must be executed where indicated and returned to me on or before **April 21, 2025**. This Commitment must close by **June 30, 2025**, or it shall expire by its terms and conditions.

Valley National Bank and I very much appreciate the opportunity to service your banking needs, and we look forward to our ongoing mutually satisfactory relationship.

Sincerely,

LENDER:
VALLEY NATIONAL BANK

By: April Thompson

Name: April Thompson

Title: Vice President

Date: April 14, 2025

BORROWER:
HUNTINGTON LAKES SECTION 4 ASSOCIATION, INC.

By: David Kaplan

Name: DAVID KAPLAN

Title: PRESIDENT

Date: April, 14, 2025