Loan No. 25025376

PROMISSORY NOTE

$2,500,000.00 **Delray Beach, Florida**
June 30, 2025

FOR VALUE RECEIVED, HUNTINGTON LAKES SECTION FOUR ASSOCIATION, INC., a Florida not-for-profit corporation (the "Borrower"), promises to pay to the order of **VALLEY NATIONAL BANK**, a National Banking Association (the "Lender"), at its offices located at 180 Fountain Parkway N, Suite 200, St. Petersburg, Florida 33716, or at such other place as may be designated by Lender, the principal sum of TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 ($2,500,000.00) DOLLARS (the "Loan Amount"), or so much thereof as may be advanced by Lender to Borrower and is outstanding from time to time, together with interest thereon accruing at the fixed rate of 7.35% per annum.

The period of time from the date of this Promissory Note through and including June 30, 2027 is referred to herein as the "Line of Credit Period". The period of time subsequent to the end of the Line of Credit Period and prior to the Maturity Date (hereinafter defined) is referred to herein as the "Amortization Period".

Commencing on July 30, 2025, and continuing on the 30th day of each and every month thereafter, through and including June 30, 2027, monthly interest only payments calculated based upon interest accruing upon the unpaid principal balance of this Promissory Note at the fixed rate of 7.35% per annum, shall be due and payable.

Commencing on July 30, 2027, and continuing on the 30th day of each and every month thereafter through and including May 30, 2034, equal monthly principal and interest payments (each a "Monthly PI Payment" and collectively the "Monthly PI Payments") in the amount of $38,296.91 each shall be due and payable, which Monthly PI Payment has been calculated: (i) assuming that the unpaid principal balance of this Promissory Note as of June 30, 2027 is $2,500,000.00; (ii) based upon interest accruing upon the unpaid principal balance of this Promissory Note at the fixed rate of 7.35% per annum; and (iii) assuming an amortization based upon an eighty four (84) month amortization basis. In the event Borrower does not draw down the entire Loan Amount during the Line of Credit Period, the Monthly PI Payments shall be recalculated by Lender (with written notice of the recalculation provided by Lender to Borrower), to be based upon the unpaid principal balance of this Promissory Note as of June 30, 2027, amortized over eighty four (84) months.

The unpaid principal balance of this Promissory Note, together with all interest accrued thereon, shall be due and payable on June 30, 2034 (the "Maturity Date").

Borrower (provided this Promissory Note, the Assignment and the Loan Documents, hereinafter defined, are not in default and provided an unscheduled principal reduction payment has been paid by Borrower to Lender) shall have the right, exercisable by written request (the "Recalculation Request") submitted by Borrower to Lender not more than two (2) times during each calendar year throughout the Amortization Period, to request that Lender recalculate the Monthly PI Payments based upon: (i) the then applicable unpaid principal balance of this Promissory Note; (ii) interest accruing upon the unpaid principal balance of this Promissory Note at the fixed rate of 7.35% per annum; and (iii) the then remaining portion of the Amortization Period. To be effective, the Recalculation Request must be submitted by Borrower to Lender within fifteen (15) days from the date the unscheduled principal reduction payment has been paid by Borrower to Lender. In the event the Monthly PI Payments are recalculated based upon the provisions of this paragraph, then the recalculated Monthly PI Payments shall commence to be due and payable on the monthly payment date immediately subsequent to the date the Recalculation Request is submitted to Lender.

Borrower shall pay to Lender a late charge equal to five percent (5.00%) of any monthly payment not received by Lender within ten (10) days after the date such monthly payment is due.

Interest shall be calculated on an assumed 360 day year, for the actual number of days elapsed.

The unpaid principal balance of this Promissory Note shall be prepayable, in whole or in part, at any time without penalty or premium.

Partial prepayment of the unpaid principal balance of this Promissory Note shall not, however, relieve Borrower of the obligation of paying all monthly payments as they may become due thereafter, until this Promissory Note has been fully paid.

All lump sum prepayments (each a "Prepayment" and collectively the "Prepayments") received by Borrower from the members of Borrower on account of any Special Assessment (as said term is defined in the Loan Agreement, hereinafter defined), adopted by Borrower for repayment of the loan evidenced by this Promissory Note, shall be tendered by Borrower to Lender within fifteen (15) business days from receipt by Borrower of a Prepayment and, upon receipt by Lender, shall be applied toward the unpaid principal balance of this Promissory Note.

All payments received by Lender under this Promissory Note, other than Prepayments (if applicable), shall be applied when received by Lender first to the payment of costs and expenses due and payable under this Promissory Note, then to interest on the principal balance of this Promissory Note from time to time remaining unpaid and then to reduce the unpaid principal balance of this Promissory Note, except that if any advance made by Lender pursuant to the terms of the Collateral Assignment of Right to Collect Assessments and Assignment of Lien Rights, of even date herewith, attached as Exhibit "A" to the UCC-1, hereinafter defined (hereinafter referred to as the "Assignment"), executed by Borrower in favor of Lender, securing the timely and complete payment and performance of the obligations evidenced by this Promissory Note, has not been repaid, any monies received by Lender under this Promissory Note, at the option of Lender, may first be applied to repay such advance, the interest thereon and the balance, if any, shall be applied on account of any payment then due under this Promissory Note.

During the term of this Promissory Note, Borrower shall maintain a depository relationship with Lender. The monthly payments due from Borrower to Lender in accordance with the terms and provisions of this Promissory Note shall be paid by auto debit from an account of Borrower on deposit with Lender.

Throughout the Line of Credit Period, this Promissory Note shall be deemed a Master Promissory Note evidencing a non-revolving line of credit extended by Lender to Borrower. Throughout the Line of Credit Period (provided there is no outstanding and uncured Event of Default under this Promissory Note and/or under the Assignment and/or under any of the other Loan Documents, as such terms are herein defined), Borrower may borrow from Lender a sum not to exceed the Loan Amount at any one time outstanding. The Line of Credit Period shall terminate on the expiration of the Line of Credit Period, whether or not the full Loan Amount has been drawn down by Borrower. All advances to Borrower shall be evidenced by this Promissory Note and shall bear interest from the date of disbursement as provided for herein. Throughout the Line of Credit Period, the outstanding principal balance due under this Promissory Note may increase from time to time but shall not exceed the Loan Amount at any time.

The occurrence of any of the following events shall constitute an Event of Default under this Promissory Note: (1) a failure of Borrower to pay in full any payment due under this Promissory Note promptly when such payment becomes due; (2) the failure of Borrower to pay in full, when due, any indebtedness, obligation or liability to Lender whatsoever, or any installment thereof or interest thereon; (3) the failure of Borrower to timely perform Borrower's obligations under all documents (collectively the "Loan Documents") executed and/or delivered by Borrower in favor of Lender with respect to the loan (the "Loan") evidenced by this Promissory Note including, but not limited to: (i) the Assignment; (ii) a Borrower's Affidavit; (iii) a Loan and Security Agreement (the "Loan Agreement"); (iv) a Borrower's Consent to Lender's Inspection Rights; and (v) a UCC-1 Financing Statement (the "UCC-1"); (4) Lender learns that any warranty, representation, certificate or statement of Borrower (whether contained in this Promissory Note or otherwise) pertaining to or in connection with this Promissory Note or the Loan is false; (5) in the event an application for the appointment of a receivership is instituted against Borrower and is not discharged within sixty (60) days from the filing thereof; (6) the entry of a judgment against Borrower, which is not dismissed or transferred to bond within thirty (30) days from the date such judgment was filed, except for a judgment which is fully covered by insurance (minus applicable deductibles) or which does not materially impair the ability of Borrower to pay, when due, any amounts which may become due and payable under this Promissory Note; (7) the issuance of any levy, attachment or garnishment, or the filing of any lien against the Collateral for the Loan, which is not discharged or transferred to bond within thirty (30) days from the filing thereof; (8) the determination by Lender that a material adverse change has occurred in Borrower's financial condition; (9) the failure to do all things necessary to preserve and maintain the value and collectability of all Collateral provided by Borrower to Lender with respect to the Loan; or (10) the dissolution, merger, consolidation or reorganization of Borrower, or any action intended to terminate Borrower as an entity responsible for the administration and control of the community association it was formed to administer.

Upon the occurrence of an Event of Default under this Promissory Note (unless the Event of Default is cured within fifteen (15) days from the date Borrower receives written notice from Lender of the occurrence of the Event of Default, or within such other time frame for cure as may be provided in the Loan Documents, which written notice shall specify the Event of Default and the manner by which the Event of Default can be cured), the unpaid principal balance of this Promissory Note shall bear interest from the date of the occurrence of the Event of Default at the highest rate of interest permissible under the laws of the State of Florida, without regard to its choice of law or conflicts of laws principles. Notwithstanding the foregoing, there shall be no notice and cure period with respect to the payment due from Borrower to Lender on the Maturity Date. Lender, upon the occurrence of an uncured Event of Default, may declare the entire unpaid principal balance of this Promissory Note, together with all accrued interest thereon, to be immediately due and payable without further notice or demand, except as may be required in the Loan Documents.

Borrower and Lender (by Lender's acceptance of this Promissory Note) consent to the exclusive venue of Palm Beach County, Florida, for any and all legal proceedings based upon or arising out of this Promissory Note. In the event Lender exercises the option to accelerate the indebtedness, as hereinabove provided, then the unpaid principal balance of this Promissory Note shall bear interest from the date of acceleration at the highest rate of interest permissible under the laws of the State of Florida, without regard to its choice of law or conflicts of laws principles. In addition, after maturity hereof, the unpaid principal balance of this Promissory Note shall bear interest at the highest rate of interest permissible under the laws of the State of Florida, without regard to its choice of law or conflicts of laws principles.

This Promissory Note may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

Borrower agrees, upon Lender's request, to pay all taxes, including without limitation documentary stamps, intangible tax if applicable, interest, duties and other charges related to this Promissory Note and the payments due hereunder, in addition to principal and interest on this Promissory Note, exclusive of United States income taxes and Florida income taxes imposed on Lender.

In the event of any litigation arising from the execution, interpretation and/or enforcement of this Promissory Note and/or the other Loan Documents, the prevailing party in such litigation shall recover from the non-prevailing party in such litigation, all reasonable attorneys' fees and costs (including reasonable attorneys' fees and costs incurred in appellate proceedings) which may be incurred by the prevailing party, as well as all costs and expenses of all professionals and consultants engaged by or on behalf of the prevailing party. Furthermore, if suit is not instituted in the event of a default hereunder, Borrower promises to pay all costs of collection including reasonable attorneys' fees and costs and costs and expenses of all professionals and consultants engaged or utilized by Lender.

It is the intention of the parties hereto to comply with all applicable usury laws of the State of Florida, without regard to its choice of law or conflicts of laws principles (the "Applicable Laws"). Accordingly, it is agreed that notwithstanding any provision to the contrary contained in this Promissory Note or contained in any other document securing the payment hereof or otherwise relating hereto, in no event shall this Promissory Note or such other document require the payment or permit the collection of interest in excess of the maximum amount permitted by the Applicable Laws. If any such excess of interest is contracted for, charged or received under this Promissory Note, or under the terms of any other document securing the payment hereof or otherwise relating hereto, or in the event the maturity of the indebtedness evidenced hereby is accelerated in whole or in part, or in the event that all or a portion of the principal or interest of this Promissory Note shall be prepaid, so that under any of such circumstances the amount of interest contracted for, charged or received under this Promissory Note shall exceed the maximum amount of interest permitted by the Applicable Laws, then in any such event, (a) the provisions of this paragraph shall govern or control, (b) neither Borrower nor any other person or entity now or hereafter liable for the payment of this Promissory Note shall be obligated to pay the amount of such interest to the extent that it is in excess of the maximum amount of interest permitted by the Applicable Laws, (c) any such excess which may have been collected shall be either applied as a credit against the then unpaid principal balance of this Promissory Note or shall be refunded to Borrower, at Lender's option, and (d) the effective rate of interest under this Promissory Note shall be automatically reduced to the maximum lawful rate allowed for this Promissory Note under the Applicable Laws.

There are no guarantors of Borrower's obligations under the Loan. Any director or officer of Borrower signing any of the Loan Documents, Affidavits or Resolutions related to the Loan is doing so solely for and on behalf of Borrower and not in his or her individual capacity. The signatories for this Loan and the past, present and future directors and officers of Borrower shall never be considered personal guarantors for the repayment of the Loan (including, but not limited to, the repayment of

principal, interest, fees, charges, penalties or any other monetary obligations owed to Lender). The liability of members of the Board of Directors and officers of Borrower to Lender with respect to the Loan shall not be greater than the liability of any other individual unit owner, as specified in the Loan Documents.

EXCEPT AS PROHIBITED BY LAW, NEITHER LENDER (BY LENDER'S ACCEPTANCE OF THE EXECUTION AND DELIVERY OF THIS PROMISSORY NOTE) NOR BORROWER SHALL SEEK A JURY TRIAL ON ANY LAWSUIT, PROCEEDING OR COUNTERCLAIM BASED UPON, OR ARISING OUT OF THIS PROMISSORY NOTE, THE ASSIGNMENT, THE LOAN DOCUMENTS OR THE RELATIONSHIP BETWEEN LENDER AND BORROWER. IF THE SUBJECT MATTER OF ANY SUCH LAWSUIT IS ONE IN WHICH THE WAIVER OF A JURY TRIAL IS PROHIBITED, NEITHER LENDER NOR BORROWER SHALL PRESENT AS A PERMISSIVE COUNTERCLAIM IN SUCH A LAWSUIT, ANY CLAIM ARISING OUT OF THIS PROMISSORY NOTE OR THE ASSIGNMENT OR THE LOAN DOCUMENTS. FURTHERMORE, NEITHER LENDER NOR BORROWER SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

HUNTINGTON LAKES SECTION FOUR ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: _____
DAVID KAPLAN, President, for and on behalf of Borrower

By: _____
JUDY GLATT, Treasurer, for and on behalf of Borrower

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The execution of the foregoing instrument was acknowledged before me this 30 day of June, 2025 by **DAVID KAPLAN**, as President of **HUNTINGTON LAKES SECTION FOUR ASSOCIATION, INC.**, a Florida not-for-profit corporation, by means of ☑ physical presence or ☐ online notarization, who ☐ is personally known to me or ☑ produced FLDL as identification.

My Commission Expires: _____

_____
Notary Public
Print Name: _____

APRIL THOMPSON
Notary Public - State of Florida
Commission # HH 301035
My Comm. Expires Aug 15, 2026
Bonded through National Notary Assn.

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The execution of the foregoing instrument was acknowledged before me this 30 day of June, 2025 by **JUDY GLATT**, as Treasurer of **HUNTINGTON LAKES SECTION FOUR ASSOCIATION, INC.**, a Florida not-for-profit corporation, by means of ☑ physical presence or ☐ online notarization, who ☐ is personally known to me or ☑ produced FLDL as identification.

My Commission Expires: _____

_____
Notary Public
Print Name: _____

APRIL THOMPSON
Notary Public - State of Florida
Commission # HH 301035
My Comm. Expires Aug 15, 2026
Bonded through National Notary Assn.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Huntington Lakes Section Four Association, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

c/o Seacrest Services 2101 Centrepark W Dr. Ste 110

6 City, state, and ZIP code

West Palm Beach, FL 33409

Requester's name and address (optional)

Valley National Bank
180 Fountain Pkwy N. Suite 200
St Petersburg, FL 33716

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	2	7	4	3	4	6	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Dana D Kaplan Date ▶ 6/30/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CORPORATE RESOLUTIONS OF HUNTINGTON LAKES SECTION FOUR ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION

The undersigned officers of **HUNTINGTON LAKES SECTION FOUR ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Borrower"), hereby certify that the following Resolutions have been adopted by the Board of Directors of Borrower:

"RESOLVED, that Borrower shall be authorized to and is directed to borrow up to the sum of TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 ($2,500,000.00) DOLLARS (the "Loan") from **VALLEY NATIONAL BANK**, a National Banking Association (the "Lender"), for the purpose of providing Borrower with funds to pay for the replacement and repair to previously existing improvements on eight (8) buildings within the Condominium (hereinafter defined) which are significantly damaged as determined by the structural engineer engaged by Borrower. The replacement and repair projects of Borrower include, but are not limited to, concrete restoration, building painting and contingency (collectively the "Project"), together with soft costs associated with the Project including, but not limited to, loan closing costs, permit fees and fees for architects, engineers, attorneys and other professionals, all pertaining to the improvements constructed upon the parcel of real property which is subject to the terms and provisions of the Declaration of Condominium of **HUNTINGTON LAKES SECTION FOUR CONDOMINIUM** (the "Condominium"), filed for record in Official Records Book 5209, at Page 1739 of the Public Records of Palm Beach County, Florida (together with all amendments and/or supplements thereto, collectively the "Declaration");

FURTHER RESOLVED, that the Loan shall be evidenced by a Promissory Note (the "Note") in the original principal amount of TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 ($2,500,000.00) DOLLARS, and be secured by: (i) a UCC-1 Financing Statement; (ii) a Loan and Security Agreement; and (iii) a Collateral Assignment of Right to Collect Assessments and Assignment of Lien Rights, all executed and/or delivered by Borrower in favor of the Lender, such UCC-1 Financing Statement to evidence that Lender has a valid first lien encumbering the following assessments levied by Borrower against each of the units which are subject to the terms and provisions of the Declaration: (i) all special assessments adopted by Borrower, from time to time, to repay the Loan (inclusive of principal, interest and fees); and (ii) all regular assessments not designated for reserves and not including funds collected for reserves. In no event shall the collateral for the Loan include: (i) any reserve accounts established by Borrower under Chapter 718, Florida Statutes; or (ii) any portion of regular assessments which have been designated in the budget of Borrower for deposit into the reserve accounts of Borrower; or (iii) any special assessments of Borrower which are not adopted to repay the Loan; or (iv) insurance settlement proceeds, except to the extent Borrower has utilized proceeds of the Loan to repair, replace or rebuild items subsequently reimbursed to Borrower by such insurance settlement proceeds;

FURTHER RESOLVED, that **DAVID KAPLAN** and **JUDY GLATT,** the President and Treasurer, respectively, of Borrower are hereby authorized and directed to execute and deliver on behalf of Borrower: (i) the Note; (ii) the Collateral Assignment of Right to Collect Assessments and Assignment of Lien Rights; (iii) the UCC-1 Financing Statement; (iv) the Loan and Security Agreement; (v) the Borrower's Affidavit; (vi) the Closing Statement; (vii) the Borrower's Consent to Lender's Inspection Rights; and (viii) any and all other instruments and documents as may be required by Lender in order to close the Loan; and

FURTHER RESOLVED, that the following individuals (the "Authorized Signatories"), whose telephone numbers and titles are listed beside their names, are the only individuals authorized on behalf of Borrower to submit Draw Requests to Lender for the funding of payments under the Loan:

NAME	CORPORATE TITLE (OFFICER AND/OR DIRECTOR)	TELEPHONE NUMBER	SIGNATURE
DAVID KAPLAN	President		
DOREEN BLATSTEIN	Vice-President		
IVONNE BAZERMAN	Secretary		
JUDY GLATT	Treasurer		

All Draw Requests, to be effective, must be executed by not less than two (2) of the Authorized Signatories."

IT IS HEREBY CERTIFIED that the foregoing Resolutions have been duly adopted at a meeting of the Board of Directors of Borrower, which meeting was called for such specific purpose and held in accordance with the current By-Laws and Articles of Incorporation of Borrower and in accordance with the laws of the State of Florida. It is further certified that the Board of Directors of Borrower has full power and authority to bind Borrower in accordance herewith and that the foregoing Resolutions are in full force and effect as of this date and that the foregoing Resolutions have not been altered, amended, modified or rescinded and, furthermore, the same shall be true, valid and binding upon Borrower at and after the closing of the Loan.

IN WITNESS WHEREOF, this instrument has been executed this 30th day of June, 2025.

HUNTINGTON LAKES SECTION FOUR ASSOCIATION, INC., a Florida not-for-profit corporation

By: _____
DAVID KAPLAN, President, for and on behalf of Borrower

By: _____
JUDY GLATT, Treasurer, for and on behalf of Borrower

AFFIDAVIT OF NO PENDING LAWSUITS

In conjunction with the closing of this loan, Borrower hereby affirms that as of the date of this loan closing, to Borrower's actual knowledge without independent investigation, there are no pending lawsuits or outstanding lawsuits that Borrower is involved with in any manner, other than: (i) foreclosure proceedings initiated by Borrower against members of Borrower arising from nonpayment of assessments; and (ii) foreclosure proceedings filed by mortgage holders where Borrower is joined as a party in order for the mortgage holder to be able to avail itself of the statutory safe harbor provisions.

HUNTINGTON LAKES SECTION FOUR ASSOCIATION, INC., a Florida not-for-profit corporation

By: _____
DAVID KAPLAN, President,
for and on behalf of Borrower

By: _____
JUDY GLATT, Treasurer,
for and on behalf of Borrower

Date: June 30, 2025

AGREEMENT TO COOPERATE

Date: June 30, 2025

The Borrower, in consideration of a loan received from **VALLEY NATIONAL BANK**, a National Banking Association ("Lender") agrees, if requested by Lender, to fully cooperate and adjust for clerical errors, regarding any or all loan closing documents if deemed necessary in the reasonable discretion of Lender. The Borrower understands that this may include the correction or execution of a new Promissory Note to reflect the agreed upon terms. Borrower agrees to comply with such requests from Lender within thirty (30) days from the date of receipt by Borrower of such request as long as such requested changes do not modify the rights, obligations or responsibilities of Borrower, do not create new Events of Default or increase the rate of interest or modify the terms of payment.

BORROWER:

HUNTINGTON LAKES SECTION FOUR ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: _____
DAVID KAPLAN, President,
for and on behalf of Borrower

By: _____
JUDY GLATT, Treasurer,
for and on behalf of Borrower

BORROWER'S CONSENT TO LENDER'S INSPECTION RIGHTS

TO: **VALLEY NATIONAL BANK**, a National Banking Association **(the "Lender")**

FROM: **HUNTINGTON LAKES SECTION FOUR ASSOCIATION, INC.,**
a Florida not-for-profit corporation **(the "Borrower")**

RE: **LOAN IN THE AMOUNT OF $2,500,000.00 (the "Loan")**

DATE: **JUNE 30, 2025**

Borrower is indebted to Lender for the Loan which is evidenced by the Promissory Note (the "Note") of even date herewith, executed by Borrower in favor of Lender in the original principal amount of TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 ($2,500,000.00) DOLLARS and which Loan is secured by: (i) a Collateral Assignment of Right to Collect Assessments and Assignment of Lien Rights (the "Collateral Assignment"); (ii) a UCC-1 Financing Statement (the "UCC-1"); (iii) a Loan and Security Agreement; (iv) a Borrower's Affidavit; (v) a Closing Statement; and (vi) any and all other instruments and documents required by Lender in order to close the Loan (collectively, the ALoan Documents"), all executed by Borrower in favor of Lender. The purpose of the Loan is to provide Borrower with funds to pay for the replacement and repair to previously existing improvements on eight (8) buildings within the Condominium (hereinafter defined) which are significantly damaged as determined by the structural engineer engaged by Borrower. The replacement and repair projects of Borrower include, but are not limited to, concrete restoration, building painting and contingency (collectively the "Project"), together with soft costs associated with the Project including, but not limited to, loan closing costs, permit fees and fees for architects, engineers, attorneys and other professionals, all pertaining to the improvements constructed upon the parcel of real property (the "Condominium Property") which is subject to the terms and provisions of the Declaration of Condominium of **HUNTINGTON LAKES SECTION FOUR CONDOMINIUM** (the "Condominium"), filed for record in Official Records Book 5209, at Page 1739 of the Public Records of Palm Beach County, Florida (together with all amendments and/or supplements thereto, collectively, the "Declaration").

During the term of the Loan, Lender may, from time to time, but shall not be obligated in any manner so to do, enter upon the Condominium Property, excluding individual condominium units, upon not less than two (2) business days prior written notice and during regular business hours (and without affecting the liens of the UCC-1 and Collateral Assignment) to inspect such portions of the Condominium Property, excluding individual condominium units, as Lender shall deem necessary in its reasonable discretion. Borrower hereby represents and warrants that Lender is hereby granted an irrevocable license to enter upon the Condominium Property to perform these inspections, and that Borrower has full authority to grant such irrevocable license. This irrevocable license shall expire upon payment in full of the Note. In connection with Lender's inspection rights, Lender may employ or engage engineers, appraisers, surveyors, construction management personnel and any other professionals or consultants as it deems necessary. The costs and expenses associated with such inspections and the payment of the fees due to the aforementioned professionals and consultants engaged by Lender in accordance with industry standards shall be paid for by the Lender; provided, however, if the inspections are performed as a result of an uncured Event of Default by Borrower under the Loan or if the occurrence of an Event of Default by Borrower under the Loan is discovered during the inspection, all reasonable costs and reasonable expenses of such inspections and the payment of the fees due to the aforementioned professionals and consultants engaged by Lender in accordance with industry standards shall be borne by Borrower and shall be reimbursed by Borrower to Lender within thirty (30) days after receipt of demand. All inspections and other services rendered or rights exercised on behalf of Lender, whether or not paid for by Borrower, shall be rendered solely for the protection and for the benefit of Lender, and Borrower shall not be entitled to claim any loss or damage against Lender therefor. Lender shall neither be responsible to Borrower nor to any other party for failure to cause any inspection required or permitted hereunder, or for the failure to notify or protect Borrower from any negligence or malfeasance of Borrower, any contractor or any other party, whether such negligence or malfeasance is (or should have been) actually discovered by any such inspection.

NOTWITHSTANDING ANYTHING CONTAINED IN THIS INSTRUMENT TO THE CONTRARY, BORROWER, BY ITS SIGNATURE BELOW, HEREBY ACKNOWLEDGES THAT (i) LENDER ASSUMES NO RISK AND BORROWER ASSUMES ALL RISK WITH RESPECT TO THE WORK BORROWER SEEKS TO COMPLETE UPON THE CONDOMINIUM PROPERTY; (ii) BORROWER IS RELYING SOLELY UPON ANY SEPARATE CONTRACT WHICH IT MAY HAVE WITH CONTRACTOR(S) FOR THE PERFORMANCE OF SUCH WORK AND/OR PREPARATION OF OR SUBMISSION OF PLANS AND PERFORMING (OR NOT PERFORMING) THE WORK; AND (iii) BORROWER SHALL FOREVER HOLD LENDER HARMLESS FROM AND AGAINST ANY CLAIMS, DEMANDS OR PROCEEDINGS OF ANY TYPE RELATING TO ANY ASPECT OF LENDER'S INSPECTIONS (EXCEPT DUE TO THE INTENTIONAL MISCONDUCT OR NEGLIGENCE OF LENDER OR ITS AGENTS). THE FOREGOING INDEMNIFICATION INCLUDES ALL COURT COSTS AND ATTORNEYS' FEES, WHETHER OR NOT SUIT IS INSTITUTED, AND INCLUDES ALL APPELLATE PROCEEDINGS, AS WELL AS ALL COSTS AND EXPENSES OF PROFESSIONALS AND OTHER CONSULTANTS ENGAGED BY OR UTILIZED BY LENDER.

This document has been executed and delivered by Borrower this 30th day of June, 2025.

HUNTINGTON LAKES SECTION FOUR ASSOCIATION, INC., a Florida not-for-profit corporation

By: _____
DAVID KAPLAN, President, for and on behalf of Borrower

By: _____
JUDY GLATT, Treasurer, for and on behalf of Borrower

BORROWER'S AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared **DAVID KAPLAN**, as President and **JUDY GLATT**, as Treasurer (collectively, the "Affiants") of **HUNTINGTON LAKES SECTION FOUR ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Borrower"), who say:

1. **Loan**. That Borrower has applied for a loan (the "Loan") with **VALLEY NATIONAL BANK**, a National Banking Association (the "Lender"), for the purpose (the "Purpose") of providing Borrower with funds to pay for the replacement and repair to previously existing improvements on eight (8) buildings within the Condominium (hereinafter defined) which are significantly damaged as determined by the structural engineer engaged by Borrower. The replacement and repair projects of Borrower include, but are not limited to, concrete restoration, building painting and contingency (collectively the "Project"), together with soft costs associated with the Project including, but not limited to, loan closing costs, permit fees and fees for architects, engineers, attorneys and other professionals, all pertaining to the improvements constructed upon the parcel of real property (the "Condominium Property") which is subject to the terms and provisions of the Declaration of Condominium of **HUNTINGTON LAKES SECTION FOUR CONDOMINIUM** (the "Condominium"), filed for record in Official Records Book 5209, at Page 1739 of the Public Records of Palm Beach County, Florida (together with all amendments and/or supplements thereto, collectively, the "Declaration"). The Loan has been approved by Lender in the amount of up to TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 ($2,500,000.00) DOLLARS.

2. **Business Purpose**. Borrower represents and affirms that the Loan is an extension of credit primarily for business purposes and that it is the intent of Borrower that the proceeds of the Loan will be used for the Purpose set forth in Paragraph 1 above.

3. **Contractors**. Borrower understands and acknowledges that, to the best of Borrower's knowledge without further investigation, any contractors employed, engaged or utilized in any way by Borrower are independent of Lender and that: (i) to the best of Borrower's knowledge without further investigation, neither Lender nor any contractor has any ownership and/or financial interest in the other; (ii) Lender is neither receiving nor giving any consideration to any contractor nor to any other party; (iii) Lender has not in any manner guaranteed or assured the performance of any contractor and does not in any manner warrant the work performed and/or to be performed by any contractor; (iv) Borrower acknowledges that it is relying solely upon any separate contract which it may have or make with any contractor for performance of any work; and (v) Lender's sole interest in connection therewith is in making and funding the Loan.

4. **Status of Claims**. That, except for any litigation proceeding identified in the Affidavit of No Pending Lawsuits executed by Borrower, there are no claims, demands, actions, proceedings and/or judgments of any kind or nature before or issued by any court or governmental department or agency or otherwise which are pending against Borrower and/or are otherwise existing, except such actions or proceedings which are fully covered by insurance (minus applicable deductibles) or which, if adversely determined, would not materially impair the ability of Borrower to pay when due any amounts which may become payable in respect to the Loan. The foregoing excludes claims where the mortgagee of a condominium unit names Borrower as a defendant for the purpose of protecting such mortgagee's rights under the provisions of Section 718.116, Florida Statutes.

5. **Solvency and Financial Condition**. As of the date of this Affidavit, Borrower is solvent, able to pay its debts as they mature, has capital sufficient to carry on the businesses in which it is engaged and the present value of Borrower's assets, including all Assessments, is greater than the amount of Borrower's liabilities on a monthly basis. No material adverse change to Borrower's financial condition has occurred subsequent to the date Borrower submitted the application for the Loan to Lender. Borrower will not be rendered insolvent by the execution and delivery of the Loan Documents (hereinafter defined) to Lender. Borrower does not intend to and Affiants do not believe that Borrower will incur debts beyond its ability to pay as they mature.

6. **Good Faith; Authority; Binding Effect**. All of the Loan Documents (hereinafter defined) were executed and delivered by Borrower in good faith and in exchange for fair equivalent consideration, and the Affiants are authorized to execute and deliver the Loan Documents on behalf of Borrower. Borrower, through the undersigned Affiants, further represents and warrants that the signatures of the Affiants upon the Loan Documents (hereinafter defined) shall be binding upon Borrower.

7. **Compliance with Laws and No Hazardous Waste**. To the best of Borrower's knowledge, Borrower has complied with all applicable statutes and regulations of all governmental authorities having jurisdiction over Borrower and/or over the Condominium Property. To the best of Borrower's knowledge, Borrower is not in default with respect to any order, writ, injunction or decree of any court or governmental agency. To the best of Borrower's knowledge, Borrower has (or will obtain prior to the commencement of work with respect to the Project) the requisite authority (including all applicable permits and approvals) to make repairs and renovations to the Condominium Property. Further, to the best of Borrower's knowledge, the Condominium Property is not subject to any mortgage or lien (except for any mortgages placed on a unit by a unit owner as to such unit only or liens on individual units placed by mortgagees, by Borrower, by taxing authorities, by utility companies or by other entities). Further, to the best of Borrower's knowledge, the Condominium Property has not been used, is not presently being used, and will not in the future

be used, for the handling, storage, transportation, or disposal of hazardous or toxic waste or materials. As provided in the Loan and Security Agreement (hereinafter defined), Borrower shall forever indemnify, defend and hold Lender harmless from and against any loss, liability or damage to Lender (including, without limitation, attorney's fees and costs and expenses) incurred or suffered by Lender as a result of any such past, present or future use, handling, storage, transportation, or disposal of hazardous or toxic waste or materials on or adjacent to the Condominium Property.

8. **Execution of Loan Documents**. That the Board of Directors of Borrower has authorized Affiants, on behalf of Borrower, to execute and/or deliver the following documents (collectively the "Loan Documents") to close the Loan: (i) a Promissory Note in the amount of the Loan; (ii) a Collateral Assignment of Right to Collect Assessments and Assignment of Lien Rights; (iii) a Loan and Security Agreement; (iv) an Agreement to Cooperate; (v) an Affidavit of No Pending Lawsuits; (vi) a Closing Statement; (vii) a Borrower's Consent to Lender's Inspection Rights; (viii) this Affidavit; and (ix) any and all other instruments and documents as may be reasonably required by the Lender in order to close the Loan. The Loan Documents shall evidence that Lender holds a valid first lien against the following assessments levied by Borrower against each of the condominium units which are subject to the terms and provisions of the Declaration: (i) all special assessments adopted by Borrower, from time to time, to repay the Loan (inclusive of principal, interest and fees); and (ii) all regular assessments, not including reserves and not including funds collected for reserves. In no event shall the collateral for the Loan include: (i) any reserve accounts established by Borrower under Chapter 718, Florida Statutes; or (ii) any portion of regular assessments which have been designated in the operating budget of Borrower for deposit into the reserve accounts of Borrower; or (iii) any special assessments of Borrower which are not adopted to repay the Loan; or (iv) insurance settlement proceeds, except to the extent Borrower has utilized proceeds of the Loan to repair, replace or rebuild items subsequently reimbursed to Borrower by such insurance settlement proceeds.

9. **Agreement to Cooperate; Further Assurances**. That even though it is intended that all of the Loan Documents which have been executed and delivered at closing in reference to the Loan shall be complete and correct, there might be the need to make certain corrections to the same. In consideration of the granting of the Loan, and as a material inducement of Lender to make and fund the Loan, Affiants, on behalf of Borrower, promise that at all times that the Loan is in effect and upon Borrower being given notice by the Lender, Borrower shall make, execute and deliver or cause to be made, executed and delivered to the Lender and, where appropriate, shall cause to be recorded or filed and thereafter to be re-recorded or re-filed, at such time and in such place as shall be desirable by the Lender, in its reasonable discretion, any and all such further notes, instruments of further assurance, certificates, amendments, and any other documents as the Lender may consider necessary in order to effectuate, complete, perfect, continue and preserve the obligations of the Borrower under the Note and to comply with all federal and state governmental regulations applicable to this loan transaction.

10. **Incumbency**. That the following individuals represent the only individuals who occupy the offices and positions of Borrower, as listed beside their names:

President	DAVID KAPLAN
Vice-President	DOREEN BLATSTEIN
Secretary	IVONNE BAZERMAN
Treasurer	JUDY GLATT
Director	ROBERT BLOOMBERG
Director	JANE COX
Director	NICI MAHLANDT

11. **Address**. Borrower further states to Lender for the purpose of any notice related to this Loan, Borrower's mailing address is:

c/o Seacrest Services, Inc.
2101 Centrepark West Drive, Suite 110
West Palm Beach, Florida 33409

Borrower shall notify Lender of any change of mailing address of Borrower.

12. **Information Provided by Borrower**. To the best of Borrower's knowledge, all of the information furnished by Borrower to Lender in connection with the application for the Loan and all information furnished by Borrower subsequent thereto has been, at all times, true, accurate and complete.

13. **Continuing Obligation to Update the Names of the Officers and Directors of Borrower.** Borrower shall have the continuing, affirmative duty to update, on an annual basis, the corporate filing with the Secretary of State for the State of Florida as to the names of Borrower's officers and directors then in office. Borrower understands that Lender may rely on the most recent information provided by the Secretary of State for the State of Florida as to the names of Borrower's officers and directors.

14. **Purpose of Affidavit.** That this Affidavit is made for the purpose of inducing Lender to make and fund the Loan to Borrower in accordance with the terms of the Loan Documents.

FURTHER AFFIANTS SAYETH NOT.

DAVID KAPLAN, President, for and on behalf of Borrower

JUDY GLATT, Treasurer, for and on behalf of Borrower

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

SWORN TO, SUBSCRIBED AND ACKNOWLEDGED before me this 30 day of June, 2025, by **DAVID KAPLAN**, as President of **HUNTINGTON LAKES SECTION FOUR ASSOCIATION, INC.**, a Florida not-for-profit corporation, by means of ☑ physical presence or ☐ online notarization, who ☐ is personally known to me or ☑ produced FLDL as identification.

My commission expires:

APRIL THOMPSON
Notary Public - State of Florida
Commission # HH 301035
My Comm. Expires Aug 15, 2026
Bonded through National Notary Assn.

Notary Public
Print Name:

K 145 100 392 480 7/5/27
4/8/19

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

SWORN TO, SUBSCRIBED AND ACKNOWLEDGED before me this 30 day of June, 2025, by **JUDY GLATT**, as Treasurer of **HUNTINGTON LAKES SECTION FOUR ASSOCIATION, INC.**, a Florida not-for-profit corporation, by means of ☑ physical presence or ☐ online notarization, who ☐ is personally known to me or ☑ produced FLDL as identification.

My commission expires:

APRIL THOMPSON
Notary Public - State of Florida
Commission # HH 301035
My Comm. Expires Aug 15, 2026
Bonded through National Notary Assn.

Notary Public
Print Name:

G 430 439 445 510 exp 8/11/26
1/31/18

Loan No. **25025376**

CLOSING STATEMENT AND LOAN DISBURSEMENT APPROVAL

LENDER: **VALLEY NATIONAL BANK**, a National Banking Association

BORROWER: **HUNTINGTON LAKES SECTION FOUR ASSOCIATION, INC.**, a Florida not-for-profit corporation

CLOSING DATE: **JUNE 30, 2025**

THE LOAN PROCEEDS WILL BE DISBURSED TO THE PAYEES INDICATED BELOW:

			DEBIT	CREDIT
AMOUNT OF LOAN:				**$2,500,000.00**
1.	VALLEY NATIONAL BANK -			
	a. Documentary Stamps on Promissory Note	2,450.00		
	b. Loan Fee	8,750.00		
	c. Loan Processing Fee	125.00		
	d. UCC Monitoring Fee	100.00		
	e. Wire Transfer Fee	35.00		
TOTAL			11,460.00	
2.	LEOPOLD KORN, P.A. -			
	a. Lender's Counsel Fees	6,500.00		
	b. Miscellaneous Expenses and Courier Deliveries	100.00		
	c. UCC Filing Fee (State of Florida)	47.00		
TOTAL			6,647.00	
3.	CSC -			
	a. Certified copy of Articles of Incorporation	114.75		
	b. UCC, Judgment and Lien Searches	512.00		
TOTAL			626.75	
4.	BECKER & POLIAKOFF – Borrower's Counsel Fees and Costs		9,041.50	
5.	NET LOAN PROCEEDS AVAILABLE TO BORROWER UNDER NON-REVOLVING LINE OF CREDIT FACILITY EXTENDED BY LENDER TO BORROWER		2,472,224.75	
TOTAL DISBURSEMENTS			**$2,500,000.00**	**$2,500,000.00**

THE FOREGOING DISBURSEMENTS OF THE LOAN PROCEEDS ARE APPROVED:

HUNTINGTON LAKES SECTION FOUR ASSOCIATION, INC., a Florida not-for-profit corporation

By: _____
DAVID KAPLAN, President, for and on behalf of Borrower

By: _____
JUDY GLATT, Treasurer, for and on behalf of Borrower

RECORD AND RETURN TO:

Name: LEOPOLD KORN, P.A.
Address: 18851 NE 29th Avenue, Suite 410
Aventura, FL 33180

THIS INSTRUMENT PREPARED BY:

Name: GARY A. KORN, Esquire
LEOPOLD KORN, P.A.
Address: 18851 NE 29th Avenue, Suite 410
Aventura, FL 33180

[Space above line reserved for recording office use]

COLLATERAL ASSIGNMENT OF RIGHT TO COLLECT ASSESSMENTS AND ASSIGNMENT OF LIEN RIGHTS

HUNTINGTON LAKES SECTION FOUR ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, AS "ASSIGNOR"

IN FAVOR OF

VALLEY NATIONAL BANK, A NATIONAL BANKING ASSOCIATION AS "ASSIGNEE"

NOTE: STATE OF FLORIDA DOCUMENTARY STAMPS HAVE BEEN AFFIXED TO THE PROMISSORY NOTE REFERENCED IN THIS ASSIGNMENT AND HAVE BEEN PAID.

THIS COLLATERAL ASSIGNMENT OF RIGHT TO COLLECT ASSESSMENTS AND ASSIGNMENT OF LIEN RIGHTS (the "Assignment"), dated June 30, 2025 is executed by **HUNTINGTON LAKES SECTION FOUR ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose mailing address is: c/o Seacrest Services, Inc., 2101 Centrepark West Drive, Suite 110, West Palm Beach, Florida 33409 (the "Assignor") in favor of **VALLEY NATIONAL BANK,** a National Banking Association, whose mailing address is: 180 Fountain Parkway N., Suite 200, St. Petersburg, Florida 33716 (the "Assignee").

WHEREAS, Assignor has, of even date herewith, executed a Promissory Note (the "Note") in favor of Assignee in the original principal amount of TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 ($2,500,000.00) DOLLARS, evidencing the loan (the "Loan") extended by Assignee to Assignor in the amount of up to TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 ($2,500,000.00) DOLLARS; and

WHEREAS, Assignor is the entity charged with the duty to enforce the terms and provisions of the Declaration of Condominium of **HUNTINGTON LAKES SECTION FOUR CONDOMINIUM** (the "Condominium"), filed for record in Official Records Book 5209, at Page 1739 of the Public Records of Palm Beach County, Florida (together with all amendments and/or supplements thereto, collectively the "Declaration"), which Declaration has attached thereto as exhibits: (i) the Articles of Incorporation of Assignor (together with all amendments and/or supplements thereto, collectively, the "Articles"); and (ii) the By-Laws of Assignor (together with all amendments and/or supplements thereto, collectively, the "By-Laws"), as well as the power to levy assessments, both general and special, for common expenses and to collect and enforce such assessments and collection rights by the exercise of lien rights; and

WHEREAS, pursuant to the terms and provisions of Florida Statutes Chapters 617 and 718 and pursuant to the terms and provisions of the Articles and the By-Laws, Assignor possesses the power and authority to borrow, assess, lien and enforce its assessment rights; and

WHEREAS, all requisite actions have been taken by proper actions and resolutions of the Board of Directors of Assignor (the "Resolutions"), authorizing Assignor to secure the Loan and authorizing the appropriate officers of Assignor to execute the Loan Documents (as hereinafter defined); and

WHEREAS, proper notice was given for: (i) holding a meeting of the Board of Directors of Assignor, at which meeting the Resolutions were adopted; and (ii) securing the approval, if required under the Declaration, the Articles or the By-Laws, of the members of the Assignor authorizing Assignor to borrow money and to make the Loan, which Loan is to be secured by the pledge, transfer and hypothecation by Assignor to Assignee of the following described assessments (collectively the "Assessments") levied by Assignor against each of the units which are subject to the terms and provisions of the Declaration: (i) all special assessments (each a "Special Assessment" and collectively the "Special Assessments") adopted by Assignor, from time to time, to repay the Loan (inclusive of principal, interest and fees); and (ii) all regular assessments, not including reserves and not including funds collected for reserves; and

WHEREAS, the Resolutions were properly adopted by the Board of Directors of Assignor and all approvals of members of Assignor, if required by the Declaration, have been obtained; and

WHEREAS, as security for the timely and complete payment and performance by Assignor of the obligations of Assignor evidenced by the Note, Assignor has agreed to assign, transfer and set over unto Assignee all of Assignor's right, title and interest in and to the Assessments, in and to Assignor's right to collect the Assessments and in and to all lien rights possessed by Assignor to collect the Assessments from its members; and

WHEREAS, Assignor desires to secure to Assignee the timely and complete payment and performance of the obligations of Assignor evidenced by the Note and evidenced by the other Loan Documents (as hereinafter defined);

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, paid by Assignee to Assignor, Assignor does hereby assign, transfer, pledge and set over unto Assignee, its successors and/or assigns the proceeds of all funds realized from any and all Assessments levied by Assignor to raise the funds necessary to timely tender all payments coming due under the Note. The purpose of the Loan is to provide Assignor with funds to pay for the replacement and repair to previously existing improvements on eight (8) buildings within the Condominium which are significantly damaged as determined by the structural engineer engaged by Assignor. The replacement and repair projects of Assignor include, but are not limited to, concrete restoration, building painting and contingency (collectively the "Project"), together with soft costs associated with the Project including, but not limited to, loan closing costs, permit fees and fees for architects, engineers, attorneys and other professionals, all pertaining to the improvements constructed upon the parcel of real property which is subject to the terms and provisions of the Declaration. Assignor further assigns, transfers, pledges and sets over unto Assignee, Assignor's right to collect Assessments and all lien rights applicable to the enforcement of Assignor's right to collect Assessments, all as specifically described in the Declaration. In no event shall the collateral for the Loan include: (i) any reserve accounts established by Assignor under Chapter 718, Florida Statutes; or (ii) any portion of regular assessments which have been designated in the operating budget of Assignor for deposit into the reserve accounts of Assignor; or (iii) any special assessments of Assignor which are not adopted to repay the Loan; or (iv) insurance settlement proceeds, except to the extent Assignor has utilized proceeds of the Loan to repair, replace or rebuild items subsequently reimbursed to Assignor by such insurance settlement proceeds. This Assignment shall remain in full force and effect until all indebtedness evidenced by the Note shall have been fully paid and satisfied. This Assignment shall be subject to the following terms and conditions, to wit:

1. **Recitals Affirmed**. The parties hereby affirm all recitals set forth above as true and correct and binding on Assignor.

2. **Administration of Assessments**. During the good standing of the Note, Assignor shall have the right to administer the Assessments and collect the proceeds of the Assessments from its members; but should Assignor fail to timely pay its obligations under the Note, or otherwise shall fail to observe and comply with the terms and provisions of the Note and/or this Assignment and/or of the following documents executed and/or delivered by Assignor in favor of Assignee with respect to the Loan: (i) a UCC-1 Financing Statement; (ii) a Loan and Security Agreement; (iii) a Borrower's Affidavit; (iv) a Closing Statement; (v) a Borrower's Consent to Assignee's Inspection Rights; and (vi) any and all other instruments and documents required by Assignee in order to close the Loan, all of even date herewith and which have likewise been executed to secure or evidence the indebtedness evidenced by the Note (collectively, the "Loan Documents") and such Event of Default is not cured within fifteen (15) days from the date Assignor receives written notice from Assignee of the occurrence of the Event of Default, or within such longer cure period as may be provided in the Loan Documents (which written notice shall specify the Event of Default and the manner by which the Event of Default can be cured), then all further Assessments, after written demand by Assignee to Assignor, shall be paid directly to Assignee and Assignee shall have the right to enforce the obligations of the members of Assignor to pay the Assessments to the same extent and degree as if it were Assignor. Assignor shall, upon receipt of written demand from Assignee: (i) notify the members of Assignor that their payments with respect to the Assessments are to be paid to Assignee; (ii) file claims of lien against the condominium units owned by non-paying members of Assignor; and (iii) enforce collection of the unpaid Assessments by foreclosure proceedings. In addition, upon the occurrence of an uncured Event of Default by Assignor under this Assignment and/or upon the occurrence of an uncured Event of Default by Assignor under the Note and/or upon the occurrence of an uncured Event of Default by Assignor under any of the other Loan Documents, Assignee shall have the right and authority to cause Assignor to impose Assessments against the members of Assignor and the condominium units owned by the members of Assignor and to collect the Assessments by the enforcement of the lien rights herein pledged, transferred and assigned by Assignor to Assignee. Notwithstanding the foregoing, should Assignor timely pay and discharge the indebtedness evidenced by the Note and by the other Loan Documents, then this Assignment shall be null and void and shall be of no further force or effect, and shall be released upon the request and at the expense of Assignor.

3. **Covenants of Assignor**. Assignor agrees that in connection with the levy and collection of Assessments against the members of the Assignor, it will:

a. Use all funds collected on account of the Assessments to the extent necessary for the purpose of tendering the payments due under the Note;

b. Except in the ordinary course of business when payment plans in lieu of foreclosure may be used by Assignor and/or as may be required by Florida law, not grant any concessions, forgiveness, forbearance or other relief from the obligation of each member of the Assignor to pay such Assessments without Assignee's written consent; and

c. Enforce all of the terms, conditions, provisions and covenants contained in the Declaration, in the Articles and in the By-Laws as such documents provide for the levy, collection and enforcement of Assessments against each member of the Assignor, with the exception of settlement agreements and repayment agreements entered into with members of Assignor in the ordinary course of business.

Violation of any of the above covenants shall constitute the occurrence of an Event of Default by Assignor under this Assignment, and Assignee shall be entitled to exercise the remedies contained within this Assignment.

4. **Application of Assessments**. All sums collected and received by Assignee as a result of the occurrence of an uncured Event of Default by Assignor under the Note and the subsequent enforcement of this Assignment shall first be applied to the payment of the costs and expenses of collection thereof. The balance, if any, which shall be known as the "net income", shall be applied first to interest due under the Note and then toward reduction of the principal indebtedness evidenced by the Note, provided, however, that no credit shall be given by Assignee for any sum or sums received from Assessments until the amount collected is actually received by Assignee, and no credit shall be given for any uncollected amounts.

5. **Additional Assessments**. In the event the funds assessed by Assignor against its members, as the Assessments are provided for in the operating budgets and/or in the special assessments adopted from time to time by Assignor, are not sufficient to timely tender all of the payments due and payable in accordance with the terms and provisions of the Note, then Assignor shall levy such additional Assessments and/or special assessments as may be necessary to timely tender all of the payments due and payable in accordance with the terms and provisions of the Note

6. **Agents and Employees in Collection**. Assignee may, after occurrence of an Event of Default as above provided, not cured prior to the expiration of all applicable notice and cure periods, from time to time appoint and dismiss such agents or employees, including professionals, as shall be necessary for the collection and enforcement of such Assessments and Assignor hereby grants to such agents or employees so appointed full and irrevocable authority on Assignor's behalf to collect and enforce collection of the Assessments and to do all acts relating to the collection of the Assessments as may be authorized by the Declaration. Assignee shall have the sole control of such agents or employees and such agents or employees shall be paid from the proceeds of the Assessments as a cost of collection. Assignor hereby expressly releases Assignee from any liability to Assignor for the acts of such agents or employees so long as they exercise reasonable care. Furthermore, the reasonable costs and reasonable expenses of any agents utilized by Assignee shall be borne exclusively by Assignor.

7. **Rights Cumulative**. Assignor agrees that nothing in this Assignment shall be construed to limit or restrict in any way the rights and powers granted in any of the other Loan Documents executed by Assignor in favor of Assignee to evidence or further secure payment of the Note and the rights herein shall be in addition thereto.

8. **Waiver**. The collection and application of the proceeds of the Assessments by Assignee to the indebtedness evidenced by the Note shall not constitute a waiver of any Event of Default by Assignor which might, at the time of application or thereafter, exist under this Assignment and/or under the Note and/or under the other Loan Documents, and the payment of the indebtedness may be accelerated in accordance with the terms of the Note, notwithstanding such application.

9. **Cross Default**. This Assignment is executed to secure payment of the indebtedness of Assignor evidenced by the Note. The occurrence of an Event of Default on the part of Assignor under any one of the Loan Documents shall be and shall constitute the occurrence of an Event of Default by Assignor under this Assignment. Conversely, the occurrence of an Event of Default by Assignor under this Assignment shall be and shall constitute the occurrence of an Event of Default on the part of the Assignor under the other Loan Documents.

10. **Event of Default; Remedies**. Upon the occurrence of an Event of Default by Assignor under this Assignment and/or under the Note and/or under any of the other Loan Documents (and in the event the Event of Default is not cured within fifteen days from the date Assignor receives written notice from Assignee of the occurrence of the Event of Default, which written notice shall specify the Event of Default and the manner by which the Event of Default can be cured, or within such other time frame for cure as may be provided for in the Loan Documents), Assignee shall have all remedies available under Florida law, without regard to its choice of law or conflicts of laws principles and in equity, including the right to require specific performance of the terms, conditions, provisions, covenants and agreements described in this Assignment. Upon the occurrence of an uncured Event of Default by Assignor under this Assignment and/or under the Note and/or under any of the other Loan Documents, Assignee shall have the right to notify each member of Assignor to pay directly to Assignee, until the Note shall be paid in full, all Assessments imposed against the members of the Assignor and each member of the Assignor shall be entitled to rely upon such written directions from Assignee without the necessity of receiving confirmation from Assignor. In addition, upon the occurrence of an uncured Event of Default by Assignor under this Assignment and/or under the Note and/or under any of the other Loan Documents, Assignee shall, upon the filing of a bill in equity to enforce the rights of Assignee hereunder and to the extent permitted by Florida law and without regard to the value or the adequacy of the security, be entitled to apply for the appointment of a receiver to take financial control of the operation of Assignor. The receiver shall collect all Assessments and other revenues due to Assignor and shall apply the same as the court may direct. The receiver shall have all rights and powers permitted under the laws of the State of Florida, without regard to its choice of law or conflicts of laws principles. In all events, Assignor shall be liable for all reasonable costs and reasonable expenses of collection and enforcement hereof, including court costs and reasonable attorneys' fees, whether or not suit is instituted and including all reasonable costs and reasonable fees of appellate proceedings. If Assignor disputes any of the foregoing actions and successfully defends same, then Assignor shall be entitled to recover prevailing party attorneys' fees and costs.

11. **No Amendment of Resolutions, Declaration, Articles or By-Laws**. As long as this Assignment remains in effect, Assignor agrees that the Resolutions of the Board of Directors of Assignor approving the Loan may not be modified, without the prior written consent of Assignee. In addition, Assignor shall not amend or modify the terms and provisions of the Declaration or the By-Laws or the Articles, if such amendments would adversely affect in any manner the rights of Assignee under this Assignment, without the prior written consent of Assignee (which consent shall not be unreasonably withheld).

12. **Notices**. All notices and statements provided for hereunder may be given by hand (or courier) delivery, or by certified or registered mail (return receipt requested), addressed to the appropriate party at the address designated on the first page of this Agreement or to such other address as the party who is to receive such notice may designate in writing by notice to the other party pursuant to this section. Actual receipt of notice (or of the first refusal of such notice) shall be required to effect completion of any notice provided hereunder.

13. **Line of Credit/Draw Requests**. The Note evidences a non-revolving line of credit (the "Line of Credit") made available to Assignor by Assignee in an amount not to exceed the amount of the Loan to be at any one time outstanding. The Line of Credit contemplates that Assignor will submit draw requests to Assignee in relation to the completion of the Project utilizing the standard AIA draw request form (the "AIA Form") or such draw request form as may be acceptable to Assignee (the "Draw Requests") to obtain funding from Assignee under the Line of Credit; provided, however, that the AIA Form shall not be required in relation to Draw Requests submitted by Assignor for Soft Costs (hereinafter defined). With respect to the Draw Requests, Assignor agrees as follows:

a. Assignee shall be authorized to fund under the Line of Credit based upon a Draw Request for "work in place", submitted by facsimile and/or electronically transmitted from Assignor to Assignee, signed by not less than two (2) Authorized Signatories (hereinafter defined) and containing such additional documentation as may reasonably be requested by Assignee. All Draw Requests submitted by Assignor to Assignee for "work in place" shall be consented to, in writing, by the Project Manager engaged by Assignor to supervise construction of the Project;

b. Assignor shall also be permitted to submit Draw Requests for funding in relation to the Project for items that

are not considered "work in place" including, but not limited to, funds due at contract execution, but which are for work anticipated to be performed under such signed contracts for the completion of the Project, as well as for soft costs (collectively "Soft Costs") including, but not limited to, permit fees, and fees for engineers, architects and attorneys related to the Project;

c. Assignor shall submit a written list to Assignee (which list shall be executed by not less than two (2) members of the Board of Directors of Assignor) specifying the names and telephone numbers of all members of Assignor who are authorized to submit Draw Requests to Assignee on behalf of Assignor (each an "Authorized Signatory" and collectively the "Authorized Signatories");

d. Assignee shall have the right, but shall not be obligated to so do, contact by telephone the individuals executing the Draw Request on behalf of Assignor, in order to verify the contents of the Draw Request submitted by Assignor; and

e. Assignee shall have the right to rely upon any Draw Request signed by not less than two (2) Authorized Signatories. Assignor shall defend, indemnify and forever hold Assignee harmless from and against any and all liabilities, claims, actions or causes of actions arising out of any Draw Request signed by not less than two (2) Authorized Signatories honored by Assignee, including facsimile copies and/or electronically transmitted copies of Draw Requests honored by Assignee.

14. **Construction Account**. All disbursements by Assignor under the Line of Credit shall be deposited into the construction account (the "Construction Account") of Borrower on deposit with Assignee. The funds in the Construction Account shall be utilized by Assignor only for the purpose(s) specified in the Draw Requests.

15. **Successors and/or Assigns**. This assignment of the right to collect Assessments and the pledge and assignment of the lien rights to enforce such Assessments shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon the successors and assigns of Assignor, including any multiplicity of entities that may succeed or partially succeed Assignor as a party responsible for the operation of the real property subject to the Declaration.

16. **Applicable Law; Severability; Captions; Plurality**. This Assignment is intended to be performed in the State of Florida and shall be construed, interpreted and enforced in accordance with and be governed by the laws of the State of Florida, without regard to its choice of law or conflicts of laws principles. In the event of any inapplicability or unenforceability of any provision of this Agreement, then such inapplicability or unenforceability shall not affect, limit or impair the validity or operation of all other provisions of this Agreement. The captions used herein are used for convenience only and shall not affect the interpretation of this Assignment. At all times, any word used in the singular herein shall also include the plural, and vice versa.

17. **Recordable Release**. Upon full and complete payment of the Note, Assignee shall execute, and deliver to Assignor, a release of this Assignment, in recordable form.

18. **Time of Essence**. Time is of the essence with respect to this Assignment.

19. **Waiver of Trial by Jury**. **ASSIGNOR AND ASSIGNEE (BY ASSIGNEE'S ACCEPTANCE OF THIS ASSIGNMENT) HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER ASSIGNOR OR ASSIGNEE MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS ASSIGNMENT, THE LOAN DOCUMENTS AND ANY AGREEMENT CONTEMPLATED OR 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 Assignment has been executed and delivered as of the date first set forth above.

HUNTINGTON LAKES SECTION FOUR ASSOCIATION, INC., a Florida not-for-profit corporation

By: _____
DAVID KAPLAN, President, for and on behalf of Assignor

By: _____
JUDY GLATT, Treasurer, for and on behalf of Assignor

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The execution of the foregoing instrument was acknowledged before me this 30 day of June, 2025 by **DAVID KAPLAN**, as President of **HUNTINGTON LAKES SECTION FOUR ASSOCIATION, INC.**, a Florida not-for-profit corporation, by means of ☑ physical presence or ☐ online notarization, who ☐ is personally known to me or ☑ produced FLDL as identification.

My commission expires:

APRIL THOMPSON
Notary Public - State of Florida
Commission # HH 301035
My Comm. Expires Aug 15, 2026
Bonded through National Notary Assn.

Notary Public
Print Name:_____

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The execution of the foregoing instrument was acknowledged before me this 30 day of June, 2025 by **JUDY GLATT**, as Treasurer of **HUNTINGTON LAKES SECTION FOUR ASSOCIATION, INC.**, a Florida not-for-profit corporation, by means of ☒ physical presence or ☐ online notarization, who ☐ is personally known to me or ☒ produced FLDL as identification.

My commission expires:

APRIL THOMPSON
Notary Public - State of Florida
Commission # HH 301035
My Comm. Expires Aug 15, 2026
Bonded through National Notary Assn.

Notary Public
Print Name:_____

Loan No. **25025376**

LOAN AND SECURITY AGREEMENT

BETWEEN

VALLEY NATIONAL BANK, A NATIONAL BANKING ASSOCIATION AS "LENDER"

AND

HUNTINGTON LAKES SECTION FOUR ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION,

AS "BORROWER"

THIS LOAN AND SECURITY AGREEMENT (the "Agreement") dated June 30th, 2025 is made and entered into by and between **VALLEY NATIONAL BANK,** a National Banking Association, whose mailing address is: 180 Fountain Parkway N., Suite 200, St. Petersburg, Florida 33716 (the "Lender") and **HUNTINGTON LAKES SECTION FOUR ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose mailing address is: c/o Seacrest Services, Inc., 2101 Centrepark West Drive, Suite 110, West Palm Beach, Florida 33409 (the "Borrower").

PREAMBLE

Borrower has requested that Lender provide a credit facility to Borrower in the amount of up to TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 ($2,500,000.00) DOLLARS (the "Loan"), for the purpose of providing Borrower with funds to pay for the replacement and repair to previously existing improvements on eight (8) buildings within the Condominium (hereinafter defined) which are significantly damaged as determined by the structural engineer engaged by Borrower. The replacement and repair projects of Borrower include, but are not limited to, concrete restoration, building painting and contingency (collectively the "Project"), together with soft costs associated with the Project including, but not limited to, loan closing costs, permit fees and fees for architects, engineers, attorneys and other professionals, all pertaining to the improvements constructed upon the parcel of real property (the "Condominium Property") which is subject to the terms and provisions of the Declaration of Condominium of **HUNTINGTON LAKES SECTION FOUR CONDOMINIUM** (the "Condominium"), filed for record in Official Records Book 5209, at Page 1739 of the Public Records of Palm Beach County, Florida (together with all amendments and/or supplements thereto, collectively, the "Declaration").

NOW, THEREFORE, in consideration of the premises and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Borrower and Lender agree as follows:

1. **Recitals Affirmed**. The parties hereby affirm all recitals above as true and correct and binding on both parties.

2. **Agreement to Lend**. Lender shall extend the Loan to Borrower in accordance with the terms and provisions of this Agreement, with the proceeds of the Loan to be utilized by Borrower for the purposes stated in the Preamble of this Agreement.

3. **Obligation to Pay.** The Loan shall be evidenced by the Promissory Note, of even date herewith (the "Note"), executed by Borrower in favor of Lender in the original principal amount of TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 ($2,500,000.00) DOLLARS. Additional obligations of Borrower such as accounts to be maintained with Lender, late charges, costs and interest due upon the occurrence of an Event of Default (hereinafter defined) are contained in this Agreement, are contained in the Note and are contained in the Loan Documents (hereinafter defined).

4. **Creation of Security Interest; Loan Documents**. Borrower, to secure the payment of the indebtedness described in this Agreement, hereby grants to Lender a security interest in all of Borrower's right, title and interest in and to the following collateral (collectively, the "Collateral") which consists of the following assessments levied by Borrower against each of the units which are subject to the terms and provisions of the Declaration: (i) all special assessments (each a "Special Assessment" and collectively the "Special Assessments") adopted by Borrower, from time to time, to repay the Loan (inclusive of principal, interest and fees); and (ii) all regular assessments, not including reserves and not including funds collected for reserves. In no event shall the collateral for the Loan include: (i) any reserve accounts established by Borrower under Chapter 718, Florida Statutes; or (ii) any portion of regular assessments which have been designated in the operating budget of Borrower for deposit into the reserve accounts of Borrower; or (iii) any special assessments of Borrower which are not adopted to repay the Loan; or (iv) insurance settlement proceeds, except to the extent Borrower has utilized proceeds of the Loan to repair, replace or rebuild items subsequently reimbursed to Borrower by such insurance settlement proceeds.

5. **Collateral**. The Collateral is hereby pledged, assigned and transferred, and a continuing security interest therein and in Borrower's lien rights against its members is hereby granted and pledged to Lender as security for the timely and complete payment of all sums due or to become due under the Note or by virtue of or in connection with the occurrence of an Event of Default by Borrower under the Loan Documents (as hereinafter defined). Lender's security interest in the Collateral shall be evidenced by Borrower executing and delivering this Agreement, a Collateral Assignment of Right to Collect Assessments and Assignment of Lien Rights and a UCC-1 Financing Statement (said documents, together with the Note, the Borrower's Affidavit (the "Borrower's Affidavit"), the Borrower's Consent to Lender's Inspection Rights and any and all other instruments and documents executed by Borrower with respect to the Loan shall collectively be referred to herein as the "Loan Documents"). The Loan Documents shall be in satisfactory form and content to Lender and its counsel, and shall be subject to no liens or exceptions, other than exceptions approved and accepted by Lender. The Loan Documents shall also include all other documents and instruments which may now or hereafter secure the indebtedness, together with all amendments, supplements, extensions and renewals of the foregoing.

6. **Future Advances.** This Agreement shall also secure the timely and complete payment of any and all other monies heretofore, now or hereafter loaned or advanced by Lender to Borrower and of all monies hereto, now or hereafter due or owing to Lender from Borrower by reason of debts arising out of or as a consequence of any interest insured or held by Lender for the account or benefit of, or against, Borrower, arising out of any loan, contract, agreement, assignment, endorsement, security agreement, or other transaction, regardless of any other collateral or security delivered or held in connection therewith. This Agreement shall be and remain as continuing security for all such additional advances and debts and any extension or renewal thereof and for all reasonable costs, reasonable fees, reasonable charges, and reasonable expenses which may be due or owing in connection therewith, all of which shall be and remain additional liens on the assessments covered by this Agreement until each and all of the same have been fully paid, satisfied and discharged. Any default in the timely and complete payment, satisfaction and discharge, as and when due, of any additional advances and debts or of any of the reasonable costs, reasonable fees, reasonable charges or reasonable expenses shall be deemed to constitute the occurrence of an Event of Default by Borrower under this Agreement. In such event, Lender shall have and may exercise all of the rights and remedies contained within this Agreement in the same manner, and with the same force and effect, as though any other Event of Default specified in this Agreement had occurred. No monies realized on any sale of the Collateral shall be paid over to or be for the account of Borrower unless and until all of such additional advances and debts, and all of the reasonable costs, reasonable fees, reasonable charges and reasonable expenses have been fully paid, satisfied and discharged.

7. **Acceleration Clause**. Upon the occurrence of an Event of Default (hereinafter defined) by Borrower with respect to the payment of the Note and/or upon the occurrence of an Event of Default (hereinafter defined) by Borrower under this Agreement and/or upon the occurrence of an Event of Default (hereinafter defined) by Borrower under any of the other Loan Documents (and if the Event of Default is not cured within fifteen days from the date Borrower receives written notice from Lender of the occurrence of the Event of Default, or within such other time frame for cure as may be provided for in the Loan Documents, which written notice shall specify the Event of Default and the manner by which the Event of Default can be cured), then and in that event the entire unpaid indebtedness evidenced by the Note shall immediately become due and payable.

8. **Representations and Warranties of Borrower**. In order to induce Lender to extend the Loan to Borrower and knowing that Lender shall rely upon the following representations and warranties, Borrower hereby represents and warrants that:

(a) **Authority**. Borrower has full legal power and authority to enter into this Agreement and to carry out its obligations created hereunder to the full extent stated herein.

(b) **No Adverse Claims**. The Collateral is not presently subject to any adverse claim, lien, default, defense, condition precedent, security interest, encumbrance or any other legal right, title or interest of any other entity and/or individual other than the security interest granted to Lender hereunder.

(c) **Further Assurances**. Upon the request of Lender, at any time and from time to time, Borrower shall make, execute and deliver all such additional assurances and instruments and perform such additional acts and deeds as Lender may require to fully and completely vest in and assure Lender of its rights hereunder in and to the Collateral which is the subject of this Agreement; provided, however, that such additional assurances and instruments shall not affect the perfection, priority and/or amount of Lender's secured interest in the Collateral and do not modify the rights, obligations or responsibilities of Borrower, do not create new Events of Default or increase the rate of interest provided for in the Note or modify the terms of payment provided for in the Note.

(d) **No Further Liens**. Borrower hereby covenants with Lender not to create, grant or suffer to exist any other security interest, lien or encumbrance upon the Collateral or any portion thereof (except in favor of Lender) and Borrower shall, at all times, keep the Collateral which is the subject of this Agreement, free and clear from the same. In addition, Borrower shall not execute any financing statement or any other filing which could cause a lien or claim with respect to the Collateral which is the subject of this Agreement, except for the security interest in the Collateral being granted to Lender, without the prior written consent of Lender. The foregoing shall not be construed as prohibiting liens on equipment leased or purchased by Borrower from time to time or as prohibiting liens on individual condominium units.

(e) **Financial Reporting**. Borrower shall maintain at all times a system of accounting reasonably satisfactory to Lender and Borrower shall provide Lender: (i) within thirty (30) days from completion, but not later than May 30 of each year, with complete financial statements of Borrower, including a balance sheet and an income and expense statement; (ii) by June 30 and December 30 of each year, commencing on December 30, 2025, an accounts receivable aging report with respect to the maintenance assessments due from each member of Borrower; and (iii) within thirty (30) days from adoption, with a copy of Borrower's operating budget and assessment (maintenance fee) schedule.

(f) **Insurance**. Borrower shall cause insurance to be maintained on the Condominium Property as follows: (i) comprehensive general liability and umbrella liability coverage, protecting Borrower against liability incidental to the use of, or resulting from, an accident occurring on or about the Condominium Property, including coverage for

explosion, collapse and underground hazards as described in the property policy and completed operations; (ii) workers' compensation insurance as and if required by the laws of the State of Florida; (iii) federal flood insurance (if required); (iv) fire and broad form extended coverage insurance as may be required by the Florida Condominium Act, as amended from time to time; and (v) windstorm insurance coverage. All such policies shall provide Lender with mandatory written notice of cancellation or material change from the insurer not less than ten (10) days prior to any such cancellation or material change, and all such policies shall be written by insurance companies licensed in the State of Florida. On an annual basis, Borrower shall provide Lender with certificates of insurance coverages in ACORD format (collectively the "Certificates"), which Certificates shall reflect that Borrower maintains in effect all insurance coverages required by: (i) all applicable State of Florida Statutes; and (ii) the governing documents of Borrower including, but not limited to, the Declaration and its exhibits. The Certificates shall also reflect that Borrower maintains 100% replacement cost insurance coverage for all buildings and other improvements constructed upon the Condominium Property. All insurance amounts shall be subject to industry standards and shall allow deductibles in accordance with the provisions of the Florida Condominium Act, as amended from time to time.

(g) Correctness of Documents. The documents furnished to Lender in support of the Loan and all Loan Documents furnished and to be furnished to Lender in accordance with this Agreement are true, correct and accurately set forth the facts contained therein. The financial statements and Operating Budget furnished to Lender in support of the request for the Loan were prepared in accordance with generally accepted accounting principles consistently applied, and are true, correct and complete and fairly represent the current financial position of Borrower.

(h) Applicable Laws. To the best of Borrower's knowledge, Borrower is not in default or violation with respect to any valid regulation, order, writ, judgment or decree of any court or other governmental instrumentality which may adversely affect its operation and its ability to levy and collect the assessments constituting the Collateral, and, to the best of Borrower's knowledge, Borrower is not in default under or in material breach of any agreement or instrument to which it is a party or by which it may be bound. To the best of Borrower's knowledge, the execution and delivery by Borrower of this Agreement and the other Loan Documents and the consummation of the transaction contemplated by this Agreement do not conflict with nor result in any violation of any valid regulation, order, writ, judgment, injunction or decree of any court or governmental instrumentality or result in the breach of or default under any indenture, contract, agreement or other instrument to which Borrower is a party or by which it may be bound. Neither the execution and delivery by Borrower of this Agreement or of the other Loan Documents will result in the creation or imposition of, nor be the cause for the imposition of, any lien, charge or encumbrance of any nature whatsoever upon any of the receivables securing the Loan or upon any other assets of Borrower, other than those created, imposed or required by this Agreement or by the other Loan Documents.

(i) Existence. Borrower shall maintain its existence as a Florida not-for-profit corporation in good standing under the laws of the State of Florida.

(j) Lender's Right to Appear in Litigation and Borrower's Defense or Appearance in Litigation. Lender shall have the right to appear in or to defend itself in any action or proceeding purporting to affect the rights or duties of the parties hereunder if such rights affect the priority, perfection or security of the Collateral. In the event of any action or proceeding purporting to affect the rights or duties of the parties hereunder and/or the priority, perfection or security of the Collateral, Borrower shall defend or appear therein upon the written request of Lender. Borrower shall not and may not prosecute or defend any action or proceeding or take any other action in the name of Lender without Lender's prior written consent. In connection with this paragraph and notwithstanding anything contained within the Loan Documents to the contrary, Lender may advance funds in excess of the face amount of the Note to pay all reasonable legal expenses and other necessary expenses in connection with payment of the Loan, and Borrower shall repay such reasonable legal expenses and other necessary expenses hereunder or in connection with payment of the Loan. Legal expenses shall include court costs and reasonable attorneys' fees, including those incurred in appellate proceedings, together with all reasonable costs and reasonable expenses of professionals and consultants hired by Lender in accordance with industry standards. Notwithstanding the foregoing, if Borrower defends against any of the actions described in this paragraph, the prevailing party in any such action shall be entitled to recover its reasonable attorney's fees, expert witness fees and costs at all trial and appellate levels.

(k) Compliance with Laws and Regulations. Borrower shall comply at all times with all Legal Requirements affecting the use and operation of the Condominium Property. "Legal Requirements" means all laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of, and agreements with, all governmental agencies, departments, commissions, boards, courts, authorities, officials and officers, and any restrictions, or any part thereof including, but without limiting the generality of the foregoing, all zoning, building and land use, noise abatement, occupational health and safety and other governmental requirements relating to health, safety, welfare, hazardous waste and environmental protection or otherwise.

(l) Notice of Default. Borrower shall deliver to Lender, within ten (10) days after Borrower shall become aware of the occurrence of an Event of Default (as hereinafter defined) by Borrower, a written notice of such Event of Default (as hereinafter defined), specifying what actions have been taken by Borrower and, if applicable, the creditor and the number of days after the service of any process or other service upon Borrower or its agents, together with a copy

of such service of process or similar notice of judicial, quasi-judicial, administrative or other action against or involving Borrower or the Condominium Property. The foregoing written notice shall not be required in relation to lawsuits filed by mortgagees of unit owners which add Lender as a defendant to preserve such mortgagee's statutory rights under the provisions of Section 718.116, Florida Statutes.

(m) **Other Information**. Borrower shall deliver to Lender, from time to time, such other financial information regarding the business affairs and financial condition of Borrower as Lender may reasonably request.

(n) **Inspection of Books and Records**. Whenever Lender, in its reasonable discretion, deems it necessary, Borrower shall permit Lender or any agent designated by Lender, at the expense of Lender, to (i) inspect the financial books and records of Borrower; and (ii) take copies and extracts from such books and records, all at such reasonable business hours and as often as Lender may reasonably request.

(o) **Physical Inspection**. During the term of the Loan, Borrower shall permit Lender or any agent designated by Lender (upon not less than two (2) business days prior written notice to Borrower and at such times as not to disturb the members of Borrower) to inspect the Condominium Property, not including individual condominium units, at Lender's expense (including the cost of all professionals and consultants); provided, however, if the inspections are performed due to an uncured Event of Default under this Agreement and/or under the Note and/or under any of the other Loan Documents or if an Event of Default is discovered during the inspections, such inspections, and the reasonable cost of all professionals and consultants hired by Lender in accordance with industry standards, shall be at the expense of Borrower and paid for by Borrower within thirty (30) days after Borrower's receipt of written demand from Lender for payment thereof. All inspections and other services rendered or rights exercised on behalf of Lender, whether or not paid for by Borrower, shall be rendered solely for the protection and for the benefit of Lender. Lender shall neither be responsible to Borrower or to any other party for failure to cause any inspection permitted or required hereunder, nor for failure to notify or protect Borrower from any negligence or malfeasance of Borrower, or of any other party, whether or not such negligence or malfeasance is (or should have been) actually discovered by any such inspection.

(p) **Continuing Obligation to Update the Names of the Officers and Directors of Borrower.** Borrower shall have the continuing, affirmative duty to update, on an annual basis, the corporate filing with the Secretary of State for the State of Florida, as to the names of Borrower's officers and directors then in office. Borrower understands that Lender may rely on the most recent information provided by the Secretary of State for the State of Florida as to the names of Borrower's officers and directors then in office.

(q) **Survival**. Each of the representations and warranties set forth herein shall be, to the best of Borrower's knowledge, true at all times and shall survive the closing of the Loan, the disbursement of the proceeds of the Loan and payment in full of the Loan.

9. **Application of Proceeds**. Nothing contained in this Agreement or in any of the other Loan Documents shall impose upon Lender any obligation to see to the proper application of any disbursements made pursuant to the Loan. Lender shall not be required to segregate the Loan funds or designate such funds in any manner. The sole obligation of Lender shall be to disburse the funds as set forth herein, provided there exists no uncured Event of Default under this Agreement, under the Note or under any of the other Loan Documents.

10. **Indemnification**. In addition to and without limitation of any other obligation of Borrower hereunder, or under any of the other Loan Documents, Borrower shall indemnify and hold Lender harmless from and against all claims, injury, damage, loss and liability of any and every kind arising out of, or in connection with: (i) any construction or other work performed or to be performed on or for the Condominium Property; (ii) any geologic defect or hazard at the Condominium Property; (iii) the operation or maintenance of the Condominium Property; (iv) any hazardous waste which may be located on or affecting the Condominium Property; (v) all Applicable Laws and Legal Requirements for which Borrower is responsible (as said terms are defined in Section 7(h) and Section 7(k) of this Agreement); (vi) any other action or inaction by, or matter which is the responsibility of Borrower under this Agreement; and (vii) all monies owed associated therewith. The provisions of this paragraph shall survive and remain a binding obligation of Borrower after satisfaction of Borrower's other obligations under the Loan Documents. The foregoing indemnification shall include all court costs and reasonable attorneys' fees (including those incurred in appellate proceedings and whether or not suit is instituted) as well as Lender's reasonable costs and reasonable expenses incurred in hiring professionals and consultants in accordance with industry standards.

11. **Event of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement and under the Loan Documents:

(a) A breach of any of the terms and conditions of this Agreement and/or of any of the other Loan Documents;

(b) An intentional and material misrepresentation or misstatement in connection with, noncompliance with, or nonperformance of, any of Borrower's obligations under the Loan Documents or under the Loan;

(c) Borrower's failure to pay on a timely basis any sums due under the Note; and

(d) The filing of a petition in bankruptcy by or against Borrower or the commencement of any proceedings under the bankruptcy laws by or against Borrower, not discharged within sixty (60) days from the date filed, or if a receiver of Borrower or of its property shall be appointed, or if Borrower shall make an assignment for the benefit of creditors or if dispossess proceedings are taken against Borrower.

12. Lender's Rights and Remedies Upon the Occurrence of an Uncured Event of Default. Upon the occurrence of an Event of Default (not cured within 15 days from the date Borrower receives written notice from Lender of the occurrence of the Event of Default, or within such longer cure period as may be provided in the Loan Documents, which written notice shall specify the Event of Default and the manner by which the Event of Default can be cured), Lender may, at its option:

(a) Seek any and all remedies contained in the Loan Documents;

(b) Declare the Loan immediately due and payable and institute legal proceedings to enforce the security interests granted hereby;

(c) Make demand under, realize upon, collect, receive or enforce upon all or any portion of the Collateral;

(d) File any claims, commence, maintain or discontinue any actions, suits or other proceedings deemed by Lender necessary or advisable for the purpose of collecting or enforcing payment of all or any portion of the debt secured by the Collateral;

(e) Execute any instrument or document and do any and all other things necessary and proper to protect and preserve and realize upon the Collateral and the other rights contemplated hereby;

(f) Require Borrower forthwith to submit to Lender a full accounting of the Collateral and/or transmit to Lender all proceeds received by Borrower from its collections derived from the Collateral, to hold the same in trust for Lender and not to commingle such proceeds with other funds of Borrower; and/or

(g) Setoff and apply against any sums due under the Note any amount owing from Lender to Borrower (this right of setoff may not be utilized by Lender in relation to any reserve funds of Borrower or special assessment funds of Borrower which are on deposit with Lender or with respect to any insurance proceeds necessary to rebuild and repair the Condominium Property after a casualty loss) and said right of setoff may be exercised by Lender against Borrower or against any trustee in bankruptcy, borrower in possession, assignee for the benefit of creditors, receiver, or any execution, judgment or attachment creditor of Borrower, or against any one else claiming through or against Borrower or any such person. Lender agrees to promptly notify Borrower after such setoff, provided that the failure to give such notice shall not affect the validity of such setoff.

All rights and remedies of Lender hereunder shall be cumulative and shall be in addition to any rights and remedies which Lender may have under the laws of the State of Florida, without regard to its choice of law or conflicts of laws principles, and the exercise of any one right or remedy by Lender against Borrower will not deprive Lender of any other right or remedy against Borrower.

13. Waiver. The acceptance of any payments by Lender after maturity, or the acceptance of a partial payment by Lender, or the waiver of any breach or default by Lender shall not constitute a waiver of any other or subsequent breach or default or prevent Lender from immediately pursuing any or all of its available remedies.

14. Lender Counsel Fees and Expenses; Other Professionals. If Lender retains counsel for the purpose of collecting any monies which may be due under or be secured in any manner by this Agreement, or to protect its interest herein by reason of the occurrence of an Event of Default by Borrower, then and in that event Borrower agrees to pay reasonable counsel fees, court costs and related reasonable costs and reasonable expenses (including all reasonable costs and reasonable expenses of hiring professionals and consultants engaged on behalf of Lender, in accordance with industry standards), and such counsel fees and disbursements shall become an additional lien upon the Collateral, and shall be payable by Borrower on demand with interest. The counsel fees and disbursements are in no event to affect, but are to be paid in addition to, any statutory court costs and disbursements and shall be payable whether or not suit is instituted and shall include all appellate proceedings. Notwithstanding the foregoing, if Borrower defends against any of the actions described in this paragraph, the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees, expert witness fees and costs at all trial and appellate levels.

15. Standing. This Agreement and the other Loan Documents are made for the sole benefit and protection of Borrower and Lender and Lender's successors and assigns, and no other person shall have any right of action hereunder.

16. **Publicity**. Neither party to this Agreement shall publicize or advertise in any signs, advertising materials, sales or leasing brochures, or other sales or leasing offering materials the name of the other party to this Agreement without the prior express written permission of such other party. This prohibition shall not apply to the posting by Borrower of the Notice of the Meeting of the Board of Directors of Borrower to approve the Loan.

17. **Notices**. All notices and statements provided for hereunder may be given by hand (or courier) delivery, or by certified or registered mail (return receipt requested), addressed to the appropriate party at the address designated on the first page of this Agreement or to such other address as the party who is to receive such notice may designate in writing by notice to the other party pursuant to this section. Actual receipt of notice (or of the first refusal of such notice) shall be required to effect completion of any notice provided hereunder.

18. **Governing Law; Venue**. This Agreement and the other Loan Documents shall be construed, interpreted, enforced and governed by the laws of the State of Florida, without regard to its choice of law or conflicts of laws principles. In the event of any litigation to enforce the terms of this Agreement, all suits shall be exclusively brought in and for the Circuit Court of Palm Beach County, Florida.

19. **No Oral Modification**. No provision of this Agreement or of the other Loan Documents shall be amended, waived or modified except by an instrument in writing executed by the parties hereto.

20. **Severability**. The inapplicability or unenforceability of any provision of this Agreement shall not limit or impair the operation or validity of any other provision of this Agreement.

21. **Interpretation**. Should any provision of this Agreement or of any of the other Loan Documents require judicial interpretation, it is agreed that the court interpreting or construing the same shall not construe such document against one party more strictly by reason of the rule of interpretation that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation of the Loan Documents and that legal counsel was consulted by each respective party prior to the execution hereof.

22. **Headings**. The descriptive section headings herein have been inserted for convenience of reference only and shall not be deemed to limit or otherwise affect the construction or interpretation of any provision of this Agreement.

23. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

24. **Lender Not in Control of Borrower or the Provisions under the Declaration**. None of the covenants or other provisions contained in this Agreement or in the other Loan Documents shall give, or shall be deemed to give, Lender the right or power to exercise control over the affairs and/or management of Borrower or otherwise under the Declaration, the power of Lender being limited to the right to exercise the remedies provided in this Agreement and in the other Loan Documents.

25. **Assignability**. Borrower may not assign this Agreement, without the prior written consent of Lender, which consent may be withheld in Lender's sole discretion. The rights of Lender under this Agreement shall be assignable in whole or in part, and any assignee of Lender shall succeed to and be possessed of the rights of Lender hereunder to the extent of the assignment made. Lender shall have the right to discount, sell, pledge, negotiate or otherwise dispose of the Note and all amendments, restatements and other modifications thereto, without in any manner prejudicing or affecting the rights of Lender, or the terms and conditions of this Agreement.

26. **Filings; Other Costs and Fees**. Borrower shall pay all filing fees and documentary stamps and all other costs and expenses of Lender in memorializing the Loan.

27. **Waiver of Jury Trial**. **LENDER AND BORROWER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT WHICH EITHER MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THE LOAN AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER ENTERING INTO THIS AGREEMENT AND EXTENDING CREDIT TO BORROWER.**

This Agreement has been executed and delivered as of the date first set forth above.

HUNTINGTON LAKES SECTION FOUR ASSOCIATION, INC., a Florida not-for-profit corporation

By: _____
DAVID KAPLAN, President,
for and on behalf of Borrower

By: _____
JUDY GLATT, Treasurer,
for and on behalf of Borrower

VALLEY NATIONAL BANK, a National Banking Association

By: _____