NOTE TO RECORDING CLERK: THIS MORTGAGE SECURES THE MORTGAGOR'S CONTRACTUAL OBLIGATION TO REFUND AN EARNEST MONEY DEPOSIT PAID BY THE MORTGAGEE TO THE MORTGAGOR PURSUANT TO A CONTRACT FOR THE SALE AND PURCHASE OF THE MORTGAGOR'S REAL PROPERTY WHICH IS ENCUMBERED BY THIS MORTGAGE, AND DOES NOT SECURE A PROMISSORY NOTE OR OTHER WRITTEN OBLIGATION TO REPAY BORROWED FUNDS WITHIN THE MEANING OF SECTION 201.08(1)(A), FLORIDA STATUTES. FURTHER, THE MORTGAGOR'S OBLIGATION TO REFUND THE MORTGAGEE'S EARNEST MONEY DEPOSIT IS NOT FIXED AND ABSOLUTE AS OF THE EXECUTION OF THIS MORTGAGE. ACCORDINGLY, THIS MORTGAGE IS EXEMPT FROM DOCUMENTARY STAMP TAXES UNDER RULE 12B-4.054(4) OF THE FLORIDA ADMINISTRATIVE CODE. ADDITIONALLY, BECAUSE THIS MORTGAGE SECURES A CONTINGENT OBLIGATION, IT IS EXEMPT FROM INTANGIBLES TAX PURSUANT TO THE COURT DECISION IN WEST FLAGLER ASSOCIATES V. DEPARTMENT OF REVENUE, 633 SO.2D 555 (FLA. 3D DCA 1994).

MORTGAGOR IS NOT CURRENTLY OBLIGATED TO REPAY THE AMOUNT SECURED. THE OBLIGATION TO REPAY THE AMOUNT SECURED WILL ONLY ARISE UPON A DEFAULT OR OTHER EVENTS PROVIDED FOR UNDER THE AGREEMENT.

This document was prepared by:

Shulman, Rogers, Gandal,
Pordy & Ecker, P.A.
12505 Park Potomac Ave.
Potomac, MD 20854
Attn: Lawrence M. Kramer
Facsimile No. 301-230-2891

Upon recording return this document to:

Shulman, Rogers, Gandal,
Pordy & Ecker, P.A.
12505 Park Potomac Ave.
Potomac, MD 20854
Attn: Lawrence M. Kramer.
Facsimile No. 301-230-2891

THIS INDEMNITY MORTGAGE (the "Mortgage"), made this day of December, 2023, by and among **KL SEMINOLE TRACE LLC**, a Florida limited liability company ("Mortgagor"), and **NVR, INC.**, a Virginia corporation its successors, participants and assigns whose address is 11700 Plaza America Drive, Suite 500, Reston, Virginia 20190 ("Mortgagee").

W I T N E S S E T H:

Mortgagor, as seller, ("Seller") and Mortgagee have entered into a Lot Purchase Agreement, dated October 18, 2023, as may be amended from time to time (the "Agreement") whereby Seller has agreed to sell and Mortgagee agreed to purchase certain property described in the Agreement. As consideration, Mortgagee is required to tender a good-faith deposit to Mortgagor in the amount of Two Million Three Hundred Forty Seven Thousand Six Hundred Eighty Six Dollars ($2,347,685.00) (the "Deposit"). The Deposit is paid in installments and the principal due and owing at any time is a contingent liability to be either credited to Mortgagee at a rate specified in the Agreement at the time of purchase of each Lot, or refunded to Mortgagee in certain events of termination (including but not limited to a Seller default), all as more fully set forth in the Agreement. All capitalized terms used herein which are not otherwise defined shall have the meanings provided in the Agreement.

Mortgagor, in consideration of the indebtedness herein recited and the mortgage herein given, hereby grants and conveys to Mortgagee, with power of sale, the real property located in Flagler County, Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof.

TOGETHER with all improvements now or hereafter erected thereon;

TOGETHER with all tenements, hereditaments, easements, rights of way, franchises, licenses, permits and appurtenances in any way belonging or related thereto, and any reversions or remainders; and also all present and future leases of said real property or any part thereof, and all extensions, renewals and modifications thereof, or substitutions therefore and guarantee thereof, and all rents, issues and profits therefrom;

TOGETHER with all right, title and interest of Mortgagor, if any, in and to the land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the above described real estate to the center line thereof;

TO HAVE AND TO HOLD the above granted property (the "Property") with the appurtenances, and any after-acquired title Mortgagor may subsequently obtain therein, unto Mortgagee, and its successors, forever; and Mortgagor warrants specially the title to the Property, free from any liens prior to this Mortgage except as may be allowed herein or in the Agreement, and will execute such further assurances of title as may be requisite.

PROVIDED, ALWAYS, however, that if the obligation of Mortgagor to pay Mortgagee the indebtedness hereby secured when due does not arise or is satisfied, and Mortgagor shall fully comply with every covenant and condition set forth herein, then these presents and the estate hereby granted shall cease, and be void, provided, further, that until the happening of any occurrence or event which gives Mortgagee the option to cause the indebtedness hereby secured to become due and payable, Mortgagor shall have the right to possess and enjoy the Property.

This Mortgage is given to secure and enforce the performance of the covenants and agreements of Mortgagor herein contained and the obligations of Mortgagor to repay the Deposit, if at all, as provided under the Agreement. Unless the Deposit is required to be refunded pursuant to the terms of the Agreement prior to closing of any Lots, partial releases of this Mortgage shall be completed in the amount of the Deposit Credit for each Lot which Mortgagee settles as provided in the Agreement.

AND Mortgagor jointly and severally covenants and agrees as follows:

1. Performance of Obligations Hereby Secured. Mortgagor will promptly and diligently perform its obligations under the Agreement and this Mortgage.

2. Taxes. Mortgagor will pay when due all taxes, assessments, water rates, sewer rents and other charges now or hereafter payable related to the Property, and if Mortgagor fails to do so, Mortgagee may, without notice or demand to Mortgagor, pay the same or any of them.

Moneys so paid shall be added to the amount of indebtedness hereby secured and shall be payable on demand.

3. Insurance. Mortgagor shall keep any improvements on the Property insured against damage by fire and the other hazards covered by a standard extended coverage insurance policy for the full insurable value thereof (which, unless Mortgagee shall otherwise agree in writing, shall mean the full repair and replacement value thereof without reduction for depreciation or co-insurance). All such insurance shall be in form and with companies reasonably approved by Mortgagee and copies of such policies shall be delivered to Mortgagee; Mortgagor will assign and deliver to Mortgagee all policies of insurance required herein (and the proceeds thereof), as collateral and further security for the indebtedness hereby secured, naming Mortgagee as mortgagee pursuant to a standard mortgagee clause, without contribution, and being in all other respects reasonably satisfactory to Mortgagee. If Mortgagor fails to comply with this Paragraph, Mortgagee may, at its option, effect such insurance from year to year and pay the premiums therefore. Moneys so paid shall be added to the amount of indebtedness hereby secured and shall be payable on demand. If Mortgagee receives any money from such insurance for loss, such amount may, at the option of Mortgagee, be retained and applied by Mortgagee toward payment of the last installments of principal secured by this Mortgage, to be applied in their inverse order of maturity, whether or not the same are then due and payable, or for any other purpose satisfactory to Mortgagee, but Mortgagee shall not be obligated to see to the proper application of any amount paid over to Mortgagor. Not less than thirty (30) days prior to the expiration dates of any policy required of Mortgagor pursuant to this Paragraph, Mortgagor will deliver to Mortgagee a renewal policy marked "premium paid" or accompanied by other evidence of payment satisfactory to Mortgagee. In the event of a foreclosure of this Mortgage, Mortgagee shall succeed to all rights of Mortgagor, in and to all policies of insurance required herein. Said insurance policies shall provide that coverage shall not be terminated without at least thirty (30) days prior written notice to Mortgagee.

4. No Alteration. No property now or hereafter covered by the lien of this Mortgage shall be materially altered, nor shall any development or construction take place on the Property without the prior written consent of Mortgagee, other than the improvements to be completed by Mortgagor pursuant to the terms of the Agreement.

5. Default. The amount of the Deposit paid by Mortgagee less any credit received against Lot purchases hereby secured shall become due at the option of Mortgagee after default under the Agreement and the expiration of any applicable cure periods pursuant to the Agreement, or (a) after default in the payment when due of any tax, assessment, water rate, sewer rent or other charge on, or against the Property; or (b) after default with respect to the insurance requirements herein; or (c) upon the actual or threatened waste of or material alteration to the Property except as permitted by Mortgagee pursuant to Paragraph 4 hereof; or (d) after default hereunder concerning any federal or local tax lien on the Property; or (e) upon default in the observance or performance of any other covenants or agreements of Mortgagor hereunder or should any representation or warranty prove to be untrue in any respect; or (f) if by order of a court of competent jurisdiction, a receiver or liquidator or trustee of Mortgagor, or of any of its property, shall be appointed and shall not have been discharged within thirty (30) days, or shall be consented to by Mortgagor, or if Mortgagor shall be adjudicated bankrupt or insolvent, or any

of the property of Mortgagor shall have been sequestered and such decree shall have continued undischarged and unstayed for thirty (30) days after the entry thereof, or if Mortgagor shall file a voluntary petition in bankruptcy or a petition for reorganization under any applicable state or federal law, or if any involuntary petition against Mortgagor under any such law shall be filed against Mortgagor and shall not have been discharged within thirty (30) days after the filing thereof, or if Mortgagor shall make an assignment for the benefit of creditors, or shall at any time fail to pay its debts generally as they become due.

6. Mortgagee Actions. After any default in the performance of any of Mortgagor's agreements herein, and after the expiration of any applicable cure periods pursuant to the Agreement, Mortgagee may, at its option, perform the same and the cost thereof shall immediately be due from Mortgagor to Mortgagee on demand and shall be included within the indebtedness hereby secured.

7. Notice. Every provision for notice and demand or request shall be deemed fulfilled and effective when in writing and when either: (a) personally served on any one of the persons who shall at the time hold the record title to the Property, or on their personal representatives or successors; or (b) placed in the mail by depositing it in the U.S. Mail, enclosed in a postpaid envelope addressed to any one of such persons at his or their address last known to Mortgagee. As of the date hereof, such addresses are as set forth in Paragraph 20 hereof.

8. Fees and Costs. If after default hereunder by Mortgagor, and after the expiration of any applicable cure period pursuant to the Agreement, Mortgagee shall incur or expend any sums, including reasonable attorneys' fees, whether in connection with any action or proceeding or not, to sustain the lien of this Mortgage or its priority, or to protect or enforce any of its rights hereunder, or to recover any indebtedness hereby secured, all such sums shall on notice and demand be paid by Mortgagor, and shall be deemed to be included within the indebtedness hereby secured.

9. Condition of Property. Mortgagor will maintain the Property in good condition and repair, will not allow the Property to waste, and will comply with all statutes and requirements of any governmental authority relating to the Property, including all applicable environmental laws and regulations; Mortgagor will at all times keep the Property free and clear of any mechanics' liens; and without the written consent of Mortgagee, Mortgagor will not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance, or other public or private restrictions, limiting or defining the uses which may be made of the Property or any part thereof except as otherwise provided in the Agreement.

10. Condemnation. In the event of any taking by eminent domain, or similar proceeding, any payment based thereon may, at the option of Mortgagee, be retained and applied by Mortgagee toward payment of the indebtedness hereby secured, whether or not the same is then due and payable, or for any other purpose satisfactory to Mortgagee, but Mortgagee shall not be obligated to see to the application of any amount paid over to Mortgagor; and Mortgagor hereby absolutely and unconditionally assigns and transfers to Mortgagee any and all of such condemnation proceeds to the extent of the indebtedness hereby secured.

11. Inspection. Upon prior notice to Mortgagor, Mortgagee and any persons authorized by Mortgagee shall have the right to enter and inspect the Property at all reasonable times.

12. Waivers; Mortgagee's Discretion in Enforcement. Any failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the provisions hereof shall not be deemed to be a waiver of any of the provisions hereof, and Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the provisions of this Mortgage. Mortgagee may proceed to seek foreclosure or any other relief available at law or in equity in any order which Mortgagee may determine, in its sole discretion. Mortgagor hereby waives all benefit that might accrue to Mortgagor by virtue of any present or future homestead exemption or other law exempting the Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any appraisement, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment, all notices of Mortgagor's default; any right to have the Property marshalled; and any right to trial by jury in any action brought on, under or by virtue of this Mortgage.

13. Foreclosure. If at the maturity of the indebtedness hereby secured, however such maturity may be brought about (including without limitation the unrevoked election of Mortgagee pursuant to the provisions of Paragraph 5 hereof to accelerate the maturity of the indebtedness hereby secured), default should be made in the payment of the indebtedness hereby secured, Mortgagee shall thereupon or at any time thereafter, declare the indebtedness hereby secured to be at once due and payable and take possession of the Property, and after providing and publishing notice of such sale as is required by applicable law, sell the Property or any portion thereof requested by Mortgagee to be sold, as an entirety or in parcels, by one sale or by several postponement of sales as Mortgagee shall deem appropriate. The terms of sale being complied with, Mortgagee shall deliver to the purchaser Mortgagee' deed conveying the Property so sold, without any covenant or warranty expressed or implied. The recitals in Mortgagee' deed shall be prima facie evidence of the truth of the statements made therein. Upon any sale of the Property under this Mortgage whether under the assent to a decree, the power of sale, or by equitable foreclosure, the proceeds of sale shall be applied (after paying all expenses of sale, including reasonable attorneys' fees and also all taxes and assessments, rents and prior liens thereon due which Mortgagee or Mortgagee deem it advisable or expedient to pay, and all sums advanced as herein provided for) to the payment of all then due real estate taxes, to the payment of the then indebtedness hereby secured (including all other applicable fees and charges, if any, to the date of payment), to all other liens according to their priority, and finally paying over the surplus of such sale proceeds, if any, to Mortgagor or to any person entitled thereto upon the surrender and delivery to the purchaser of possession of the Property, hereunder, less the expense, if any, of obtaining possession thereof. Immediately upon the first insertion of any advertisement or notice of sale, Mortgagor shall owe all expenses incident to said advertisement or notice, all court costs and all expenses incident to any foreclosure proceedings under this Mortgage, including reasonable attorneys' fees and principal, and no party shall be required to receive only that portion of the indebtedness hereby secured attributable to the principal unless the same be accompanied by a tender of the then entire indebtedness hereby secured. The Mortgagee may act by agent or attorney in the execution of this Mortgage.

14. Non-Recourse; Survival. Notwithstanding anything to the contrary in the Agreement or the Mortgage, Mortgagee's sole and exclusive remedy in the event of a default in the payment of the indebtedness hereby secured shall be to foreclose on this Mortgage. All covenants, representations and warranties of Mortgagor hereunder survive recording of this Mortgage and continue thereafter.

15. Definitions. Wherever used in this Mortgage, unless the context clearly indicates a contrary intent the words "Mortgage" shall mean this Mortgage and any supplement or supplements hereto, the word "Mortgagor" shall mean Mortgagor and/or any subsequent owner or owners of the Property, the word "person" shall mean "an individual, corporation, partnership, trust or unincorporated association," the word "Property" shall include the real estate hereinbefore described, together with any condemnation awards and any other rights or property interests at any time made subject to the lien of this Mortgage by the terms hereof, and pronouns of any gender shall include the other genders, and either the singular or plural shall include the other. All other capitalized terms not defined herein shall have the meanings set forth in the Agreement.

16. Transfer of Property or Interest in Mortgagor. The Property shall at all times be owned by Mortgagor, both legally and equitably. Without Mortgagee's prior written consent the Property shall not be the subject matter of any transaction whereby the legal or equitable title to all or any part of said Property shall be transferred to anyone else, nor shall any entity interest in Mortgagor be transferred or conveyed, nor shall any part of the Property be leased, nor shall the Property be further encumbered, except as Mortgagee shall specifically approve in writing. If legal or equitable title to the Property or any part thereof shall hereafter change by any means, or if there shall be a violation of any of the other preceding restrictions, then the indebtedness hereby secured shall become immediately due and payable on the demand of Mortgagee, without notice or any curative grace period.

17. Successors; Entire Agreement; Governing Law. This Mortgage, and all other documents issued in conjunction therewith, shall be binding upon the parties thereto and their respective heirs, executors, administrators, personal representatives, successors and assigns. This Mortgage may not be changed orally, but only by an agreement in writing and signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought. The validity and construction of all matters pertaining to this Mortgage are to be determined according to the laws of the State of Florida.

18. Addresses. Communications to the Mortgagee hereunder should be addressed to: NVR, Inc., 4307 Vineland Road, #H-22, Orlando, FL 32811, Attn: Kirk Kubista, with a copy Shulman, Rogers, Gandal, Pordy & Ecker, P.A., 12505 Park Potomac Ave., 6th Floor, Potomac, Maryland 20854, Attn: Lawrence M. Kramer and Sean P. Sherman.

19. Captions. The captions herein set forth are for convenience of reference only and shall not be deemed to define, limit, or describe the scope or intent of this Mortgage.

20. Partial Releases. Lots shall be released from the lien of this Mortgage at the time

Mortgagee purchases each Lot, and the principal amount secured shall be reduced by the Deposit Credit at each closing, all as more particularly set forth in the Agreement. Mortgagee shall execute and deliver to Mortgagor partial releases of this Mortgage as required by the Agreement.

IN WITNESS WHEREOF, Mortgagor has executed this Indemnity Mortgage as of the date first above written.

WITNESSES:

Name: Troy E. Simpson

Name: Bryon T. LoPreste

MORTGAGOR:

KL SEMINOLE TRACE LLC, a Florida limited liability company

By:____________________(SEAL)
Name: James P. Harvey
Title: Authorized Signatory

State of Florida
County of Hillsborough

The foregoing instrument was subscribed and acknowledged before me by means of ☑ physical presence or ☐ online notarization this 15th day of December, 2023, by James P. Harvey as Authorized Signatory of **KL SEMINOLE TRACE LLC**, a Florida limited liability company, who ☑ is personally known or ☐ has produced __________________ as identification.

[Notary Seal]

Notary Public State of Florida
Bryon T LoPreste
My Commission GG 919288
Expires 01/27/2024

Notary Public - Signature
Printed Name: Bryon T. LoPreste
My Commission Expires: 01/27/24

EXHIBIT A

PROPERTY DESCRIPTION

PART OF GOVERNMENT SECTIONS 29, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE NORTH 02°56'18" WEST ALONG THE WEST LINE OF SAID SECTION 29 A DISTANCE OF 278.18 FEET; THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 7.64 FEET TO THE POINT OF BEGINNING, THENCE NORTH 17°11'33" WEST, A DISTANCE OF 200.00 FEET; THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 17°11'33" WEST, A DISTANCE OF 288.37 FEET; THENCE NORTH 30°45'57" EAST, A DISTANCE OF 156.00 FEET; THENCE NORTH 50°34'11" EAST, A DISTANCE OF 436.26 FEET; THENCE NORTH 16°53'57" WEST, A DISTANCE OF 207.43 FEET; THENCE NORTH 26°57'36" WEST, A DISTANCE OF 468.07 FEET; THENCE NORTH 15°17'20" WEST, A DISTANCE OF 724.55 FEET; THENCE NORTH 39°35'09" WEST, A DISTANCE OF 330.89 FEET; THENCE NORTH 26°47'41" WEST, A DISTANCE OF 266.83 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET, AN ARC DISTANCE OF 204.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°01'12" WEST, 203.83 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°44'46" WEST, 77.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 276.06 FEET; THENCE SOUTH 09°42'36" WEST, A DISTANCE OF 94.29 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 22.67 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°15'05" EAST, 34.08 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 163.47 FEET, AN ARC DISTANCE OF 36.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°45'39" WEST, 36.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 36.39 FEET; THENCE SOUTH 03°26'02" EAST, A DISTANCE OF 169.00 FEET; THENCE NORTH 86°53'07" EAST, A DISTANCE OF 100.02 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 79.46 FEET, AN ARC DISTANCE OF 118.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33'24" EAST, 107.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°57'01" EAST, A