

**THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:**

SCOTT A. COOKSON, ESQ.
SHUFFIELD, LOWMAN & WILSON, P.A.
1000 LEGION PLACE, SUITE 1700
ORLANDO, FL 32801

NOTE TO RECORDING CLERK: THIS SECOND AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT SECURES THE MORTGAGOR'S CONTRACTUAL OBLIGATION TO REFUND AN EARNEST MONEY DEPOSIT PAID BY THE MORTGAGEE TO THE MORTGAGOR PURSUANT TO A REAL ESTATE PURCHASE AND SALE AGREEMENT FOR 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 201.0B(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 SECOND AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT IS EXEMPT FROM DOCUMENTARY STAMP TAXES UNDER RULE 12B-4.054(4) OF THE FLORIDA ADMINISTRATIVE CODE. ADDITIONALLY, BECAUSE THIS SECOND AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT 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).

SECOND AMENDMENT TO MORTGAGE

THIS SECOND AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT (this "Second Amendment"), made this 11th day of December, 2025, by and between **KL SEMINOLE TRACE LLC**, a Florida limited liability company, whose address is 14025 Riveredge Drive, Suite 175, Tampa, FL 33637 ("Mortgagor"), and **CENTURY COMMUNITIES OF FLORIDA, LLC**, a Colorado limited liability company, whose address is 4601 Touchton Road, Building 300, Suite 3100, Jacksonville, FL 32246 ("Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor entered into that certain Mortgage and Security Agreement recorded January 9, 2024, in Official Records Book 2838, Page 1832, of the Public Records of Flagler County, Florida, as amended by that certain First Amendment to Mortgage recorded July 24, 2025, in Official Records Book 2978, Page 1362, of the Public Records of Flagler County, Florida (collectively, the "Mortgage") granting Mortgagee a security interest in certain real property in Flagler County, Florida owned by Mortgagor;

WHEREAS, the Mortgage secures Mortgagee's funds in the amount of ONE MILLION NINE HUNDRED TWENTY-NINE THOUSAND TWENTY-FIVE and No/100 Dollars (\$1,929,025.00); and

WHEREAS, Mortgagor and Mortgagee desire to amend the Mortgage to modify the amount secured by the Mortgage as more particularly set forth herein.

NOW THEREFORE, in consideration of the foregoing, the mutual promise set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agrees as follows:

1. **Recitals.** The above recitals are true and correct and incorporated herein by this reference.
2. **Deposit Release Funds.** Effective as of the recording of this Second Amendment, the amount of the Funds secured by the Mortgage is hereby increased to TWO MILLION ONE HUNDRED NINETY-FOUR THOUSAND ONE HUNDRED and No/100 Dollars (\$2,194,100.00).
3. **Force and Effect.** Except as expressly modified hereby, all of the terms and conditions of the Mortgage remain in full force and effect and are hereby ratified and confirmed for all purposes and in all respects. Except as otherwise provided herein, all terms of this Second Amendment shall have the same meaning as in the Mortgage.
4. **Execution.** Mortgagor and Mortgagee may execute this Second Amendment in counterparts. Each executed counterpart will be considered an original document, and all executed counterparts, together, will constitute the same agreement. This Second Amendment will become effective when each party has executed and delivered to the other party a counterpart of it.

[Signatures Appear on the Following Pages]

IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Second Amendment as of the date first above written.

Signed, sealed, and delivered
in the presence of:

MORTGAGOR:

KL SEMINOLE TRACE LLC, a Florida limited
liability company

[Signature]

Signature of Witness 1

Katherine Imbimbo

Print name of Witness 1

Address: 105 NE 1st

Delray Beach FL 33444

[Signature]

Signature of Witness 2

Renee L Hawkins

Print name of Witness 2

Address: 105 NE 1st

Delray Beach, FL 33444

STATE OF FLORIDA)
) ss.:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me [x] by personal presence or [] online notarization, this 11th day of December, 2025, by James P. Harvey, as Authorized Signatory of **KL SEMINOLE TRACE LLC**, a Florida limited liability company, on behalf of the company, who is [x] personally known to me or [] who produced _____ as identification.

[Official Notarial Seal]



Angela B. Mercado
Comm.: HH 437574
Expires: Aug. 24, 2027
Notary Public - State of Florida

Angela B. Mercado
Notary Public

Angela B. Mercado
(Print or type name)

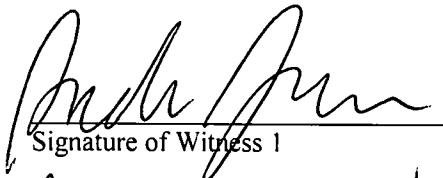
Commission No.: HH 437574

My Commission Expires: 08/24/2027

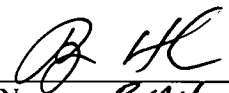
Signed, sealed, and delivered
in the presence of:

MORTGAGEE:

CENTURY COMMUNITIES OF FLORIDA, LLC, a
Colorado limited liability company


Signature of Witness 1

ANDREA JOHANSSON
Print name of Witness 1

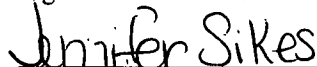
By: 
Print Name: RYAN HOUCK
Title: AUTHORIZED SIGNATORY

Address: 4601 TOUCHTON RD BUDA 300

SUITE 3100

JACKSONVILLE, FL 32246

Signature of Witness 2


Print name of Witness 2

Address: 4601 Touchton Rd Bldg 300 Ste 3100

Jacksonville, FL 32246

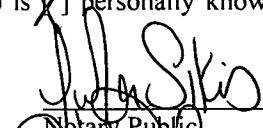
STATE OF Florida)

COUNTY OF Duval) ss.:)

The foregoing instrument was acknowledged before me ☒ by personal presence or [] online
notarization, this 12th day of December, 2025, by Ryan Houck, as
Authorized signatory of **CENTURY COMMUNITIES OF FLORIDA, LLC**, a Colorado limited
liability company, on behalf of the company, who is ☒ personally known to me or [] who produced
as identification.

[Official Notarial Seal]




Notary Public
Jennifer Sikes
(Print or type name)

Commission No.: HH296420

My Commission Expires: Aug 2, 2026