

Fill in this information to identify the case:

Debtor Marineland Leisure Inc.

United States Bankruptcy Court for the: _____ District of Delaware
(State)

Case number 25-10621

**Modified Official Form 410
Proof of Claim**

12/24

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Georgia Aquarium Inc</u> _____ Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? See summary page	Where should payments to the creditor be sent? (if different)
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Contact phone <u>4045814385</u> Contact email <u>twilliams@georgiaaquarium.org</u>	Contact phone _____ Contact email _____
Uniform claim identifier (if you use one): _____		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>100012250</u> ____
7. How much is the claim?	\$ <u>986,933.00</u> . Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>Sales Agreement-Mortgage</u>
9. Is all or part of the claim secured?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property. Nature or property: <input checked="" type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: <u>\$ 6,600,000</u> Amount of the claim that is secured: <u>\$ 986,933</u> Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: <u>\$ 986,933</u> Annual Interest Rate (when case was filed) <u>9</u> % <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 09/09/2025
MM / DD / YYYY

/s/Tammie R. Williams
Signature

Print the name of the person who is completing and signing this claim:

Name Tammie R. Williams
First name Middle name Last name

Title Chief Financial Officer

Company Georgia Aquarium
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 733-1434 | International (310) 751-2633

Debtor: 25-10621 - Marineland Leisure Inc.		
District: District of Delaware		
Creditor: Georgia Aquarium Inc Attn: Tammie Williams Chief Financial Officer 225 Baker St NW Atlanta, GA, 30313 Phone: 4045814385 Phone 2: Fax: Email: twilliams@georgiaaquarium.org	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Authorized agent	
Other Names Used with Debtor:		Amends Claim: No Acquired Claim: No
Basis of Claim: Sales Agreement-Mortgage	Last 4 Digits: Yes - 100012250	Uniform Claim Identifier:
Total Amount of Claim: 986,933.00	Includes Interest or Charges: Yes	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: Yes: 986,933 Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Real Estate Value of Property: 6,600,000 Annual Interest Rate: 9%, Fixed Arrearage Amount: 986,933 Basis for Perfection: Amount Unsecured:	
Submitted By: Tammie R. Williams on 09-Sep-2025 7:50:28 a.m. Pacific Time Title: Chief Financial Officer Company: Georgia Aquarium		

Georgia Aquarium
 Marineland Leisure
 Note Receivable 000-0000-12329

Date	Description/ Calculation	Document Reference	Principal Paid	Note Receivable Balance
4.22.2019	<i>A1. Marineland- Loan Docs- Promissory Note</i>	<i>A1</i>		5,500,000
12.9.2019		<i>P1</i>	500,000	5,000,000
11.11.2020	<i>First Amendment to Promissory Note</i>	<i>B1</i>		5,000,000
3.30.2021		<i>P2</i>	250,000	4,750,000
6.29.2021		<i>P3</i>	250,000	4,500,000
9.28.2021		<i>P4</i>	250,000	4,250,000
12.28.2021		<i>P5</i>	250,000	4,000,000
3.28.2022		<i>P6</i>	250,000	3,750,000
6.29.2022		<i>P7</i>	250,000	3,500,000
11.8.2022	<i>Interest Calculations Begin (see Interest Calc schedule)</i>	<i>P8</i>	50,000	3,450,000
3.31.2023		<i>P9</i>	200,000	3,250,000
4.14.2023		<i>P10</i>	100,000	3,150,000
4.28.2023		<i>P11</i>	100,000	3,050,000
5.15.2023		<i>P12</i>	50,000	3,000,000
5.31.2023		<i>P13</i>	50,000	2,950,000
6.16.2023		<i>P14</i>	75,000	2,875,000
6.23.2023		<i>P15</i>	50,000	2,825,000
7.14.2023		<i>P16</i>	75,000	2,750,000
8.7.2023		<i>P17</i>	75,000	2,675,000
2.28.2024	<i>Dolphin Transfer (Modification Agreement Section 4)</i>	<i>P-DOLPH</i>	900,000	1,775,000
3.25.2024		<i>P18</i>	100,000	1,675,000
4.16.2024		<i>P19</i>	100,000	1,575,000
7.11.2024		<i>P20</i>	50,000	1,525,000
7.15.2024		<i>P21</i>	50,000	1,475,000
7.26.2024		<i>P22</i>	50,000	1,425,000
9.10.2024	<i>Dolphin Transfer (Modification Agreement Section 4)</i>	<i>P-DOLPH</i>	900,000	525,000
8.31.2025	Totals		4,975,000	525,000.00
	Interest Accrued (see interest calc schedule)			481,620.87
	Total Due			1,006,621

Interest Due and Principal Due at March 31,2025 (\$525,000 + \$461933) 986,933

Georgia Aquarium
Dolphin Discovery
Interest Due on Note Receivable 000-1000-12250

Note Receivable				
Balance	Interest Calc Dates	Interest Calculation Period	Interest Due	Comments
3,450,000	2/6/2023	3 mths (Nov, Dec, Jan)	77,625	Start of Interest Calculation: First Amendment to Promissory Note Section 3 INTEREST RATE
		6 days (2/1 -2/6)	5,545	
	2/7/23 - 3/30/23	1 mth (2/7 - 3/8)	25,875	
		22 days (3/9 - 3/30)	18,363	
3,250,000	3/31/23 - 4/13/23	14 days (3/31 - 4/13)	11,375	
3,150,000	4/14/23 -4/27/23	14 days (4/14 - 4/27)	11,025	
3,050,000	4/28/23 -05/14/23	17 days (4/28 - 5/14)	12,544	
3,000,000	5/15/23 - 5/30/23	17 days (5/15 - 5/30)	11,613	
2,950,000	5/31/23 - 6/15/23	16 days (5/31 - 6/15)	11,800	
2,875,000	6/16/23 - 6/22/23	7 days (6/16 - 6/22)	5,031	
2,825,000	6/23/23 - 7/13/23	21 days (6/23 - 7/13)	14,353	
2,750,000	7/14/23 - 8/6/23	24 days (7/14 - 8/6)	15,968	
2,675,000	8/7/23 - 12/31/23	147 days (8/7-12/31)	96,960	
			3,686.79	Modification Agreement Adj (page 2 para. 3b)
2,675,000	1/1/24 - 1/31/24	31 days (1/1 - 1/31)	20,063	
2,675,000	2/1/24 - 2/27/24	27 days (2/1 - 2/27)	18,679	
1,775,000	2/28/24 - 2/29/24	2 days (2/28-2/29)	918	
1,775,000	3/1/24 - 3/24/24	24 days (3/1 - 3/24)	10,306	
1,675,000	3/25/24 - 3/31/24	7 days (3/25 - 3/31)	2,837	
1,675,000	4/1/24 - 4/15/24	15 days (4/1 - 4/15)	6,281	
1,575,000	4/16/24 - 4/30/24	15 days (4/16 - 4/30)	5,906	
1,575,000	5/1/24 - 5/31/24	31 days (5/1 - 5/31)	11,813	
1,575,000	6/1/24 -6/30/24	30 days (6/1 - 6/30)	11,813	
1,575,000	7/1/24 -7/10/24	10 days (7/1 - 7/10)	3,810	

Dolphin Discovery

Interest Due on Note Receivable 000-1000-12250

Note Receivable				
Balance	Interest Calc Dates	Interest Calculation Period	Interest Due	Comments
1,525,000	7/11/24 - 7/14/24	4 days (7/11 - 7/14)	1,476	
1,475,000	7/15/24 - 7/25/24	11 days (7/15 - 7/25)	3,925	
1,425,000	7/26/24 - 7/31/24	6 days (7/26 - 7/31)	2,069	
1,425,000	8/1/24 - 8/31/24	31 days (8/1 - 8/31)	10,688	
1,425,000	9/1/24 - 9/9/24	9 days (9/1 - 9/9)	3,206	
525,000	9/10/24 - 9/30/24	21 days (9/10 - 9/30)	2,756	
525,000	10/1/24 - 10/31/24	31 days (10/1 - 10/31)	3,938	
525,000	11/1/24 - 11/30/24	30 days (11/1 - 11/30)	3,938	
525,000	12/1/24 - 12/31/24	31 days (12/1 - 12/31)	3,938	
525,000	1/1/25 - 1/31/25	31 days (1/1 - 1/31)	3,938	
525,000	2/1/25 - 2/28/25	28 days (2/1 - 2/28)	3,938	
525,000	3/1/25 - 3/31/25	31 days (3/1 - 3/31)	3,938	total interest due at time of bankruptcy \$461,933
525,000	4/1/25 - 4/30/25	30 days (4/1 - 4/30)	3,938	
525,000	5/1/25 - 5/31/25	31 days (5/1 - 5/31)	3,938	
525,000	6/1/25 - 6/30/25	30 days (6/1 - 6/30)	3,938	
525,000	7/1/25 - 7/31/25	31 days (7/1 - 7/31)	3,938	
525,000	8/1/25 - 8/31/25	31 days (8/1 - 8/31)	3,938	

TOTAL INTEREST AT 8/31/25 481,621

PROMISSORY NOTE

\$5,500,000.00

June 10, 2019

Marineland Leisure, Inc.
9600 Oceanshore Blvd.
St. Augustine, FL 32080

(Hereinafter referred to as the "Borrower")

Georgia Aquarium, Inc.
225 Baker St, NW
Atlanta, GA 30313

(Hereinafter referred to as the "Lender")

Borrower promises to pay to the order of Lender, in lawful money of the United States of America, at its office indicated above or wherever else Lender may specify, the sum of FIVE MILLION FIVE HUNDRED THOUSAND Dollars (\$5,500,000.00), without interest, on the terms provided in this Promissory Note (including all renewals, extensions or modifications hereof, this "Note").

ASSET PURCHASE AGREEMENT. This Note is issued pursuant to that certain Asset Purchase Agreement entered into concurrently herewith by and between Borrower (as purchaser) and Lender (as seller), and is subject to the terms, provisions and conditions thereof (the "Asset Purchase Agreement").

SECURITY. Borrower has mortgaged, assigned, pledged, encumbered to Lender and granted Lender a security interest in the collateral described in the Mortgage (as defined in the Asset Purchase Agreement).

INTEREST RATE. No interest shall be charged on this Note.

REPAYMENT TERMS. This Note shall be due and payable in 21 installments as follows:

- (a) On the date which is six months after the date of execution of this Note, a single installment of \$500,000; and
- (b) On the last day of each calendar quarter (i.e. March 31, June 30, September 30 and December 31) of each year, commencing on March 31, 2020 and ending on December 31, 2024, a principal payment of \$250,000; and
- (c) Any other outstanding amounts, whether principal, fees, interest or otherwise, shall be due and payable on December 31, 2024.

APPLICATION OF PAYMENTS. Monies received by Lender from any source for application toward payment of the Obligations shall be applied to principal. If a Default occurs, monies may be applied to the Obligations in any manner or order deemed appropriate by Lender.

If any payment received by Lender under this Note is rescinded, avoided or for any reason returned by Lender because of any adverse claim or threatened action, the returned payment shall remain payable as an obligation of Borrower as though such payment had not been made.

PREPAYMENT OR ACCELERATION. Borrower may prepay this Note, in whole or in part, at any time, without fee or penalty. No partial prepayment shall affect the obligation of Borrower to make any payment of principal due under this Note on the date specified in the Repayment Terms paragraph of this Note until this Note has been paid in full.

OBLIGATIONS. The term "Obligations" used in this Note refers to any and all indebtedness and other terms, conditions, covenants and obligations under this Note.

ATTORNEYS' FEES AND OTHER COLLECTION COSTS. Borrower shall pay all of Lender's expenses incurred to enforce or collect any of the Obligations, including, without limitation, arbitration, paralegals', attorneys' and experts' fees and expenses, whether incurred without the commencement of a suit, in any trial, arbitration, or administrative proceeding, or in any appellate or bankruptcy proceeding.

DEFAULT. If any of the following occurs and is not cured within the cure period provided for, if any, in the Mortgage, a default ("Default") under this Note shall exist: **Nonpayment.** The failure to make any payment due hereunder within 30 days of its due date. **Nonperformance.** The failure of timely performance of the Obligations under this Note. **Mortgage.** The occurrence of an Event of Default under the Mortgage. **False Warranty.** A warranty or representation, including but not limited to, any warranty or representation made under the Asset Purchase Agreement or the Mortgage is or was materially false when made, or if of a continuing nature, becomes materially false. **Cessation; Bankruptcy.** The dissolution of, liquidation of, termination of existence of, loss of good standing status by, appointment of a receiver for, assignment for the benefit of creditors of, or commencement of any bankruptcy or insolvency proceeding by or against the Borrower, its subsidiaries or the shareholder of the Borrower and not discharged or cured within the time period provided for in the Mortgage. **Material Capital Structure or Business Alteration.** Without prior written consent of Lender, (i) a material alteration in the kind or type of Borrower's business; (ii) the sale or transfer of all or substantially all of Borrower's business or assets if such a sale or transfer is outside Borrower's ordinary course of business, (iii) the transfer of more than a majority of Borrower's outstanding capital stock to any person or entity who is not a shareholder of Borrower as of the date hereof; or (iv) the entry by Borrower into any merger, restructuring or consolidation in which the Borrower is not the surviving entity. **Third Party Default.** Borrower defaults under any indebtedness,

obligation, liability, loan, extension of credit, or any other agreement in favor of any other creditor or person and the amount of such default exceeds \$300,000 and is not cured within thirty (30) days of the due date thereof. **Judgment.** The entry of a judgment against Borrower that exceeds \$300,000, that is not paid or fully covered by insurance or bonded within 30 days of the entry of such judgement.

REMEDIES UPON DEFAULT. If a Default occurs under this Note, Lender may at any time thereafter, take the following actions: **Lien and Set-off.** Exercise its right of set-off or to foreclose its security interest or lien without notice. **Acceleration Upon Default.** Accelerate the maturity of this Note and all other Obligations, and all of the Obligations shall be immediately due and payable. **Cumulative.** Exercise any rights and remedies provided under this Note, the Mortgage, and as provided by law or equity, which may be pursued concurrently or successively, at Lender's option, all of such remedies being cumulative.

WAIVERS AND AMENDMENTS. No waivers, amendments or modifications of this Note shall be valid unless in writing. No waiver by Lender of any Default shall operate as a waiver of any other Default or the same Default on a future occasion. Neither the failure nor any delay on the part of Lender in exercising any right, power, or remedy under this Note shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

The Borrower waives presentment, protest, notice of dishonor, demand for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, notice of sale and all other notices of any kind. Further, Borrower agrees that Lender may extend, modify or renew this Note or make a novation of the loan evidenced by this Note for any period and grant any releases, compromises or indulgences with respect to any collateral securing this Note, or with respect to Borrower, all without notice to or consent of Borrower or and without affecting the liability of Borrower.

MISCELLANEOUS PROVISIONS. **Assignment.** This Note shall inure to the benefit of and be binding upon the parties and their respective heirs, personal representatives, legal representatives, successors and assigns. Neither Borrower nor Lender shall assign its rights and interest hereunder without the prior written consent of the other party, and any attempt to assign without such prior written consent is null and void. Any assignment shall not release Borrower from the Obligations. **Applicable Law.** This Note shall be governed by and construed under the laws of the State of Florida. **Jurisdiction.** Borrower irrevocably agrees to non-exclusive personal jurisdiction in the State of Florida. **Severability.** If any provision of this Note shall be prohibited or invalid under applicable law, such provision shall be ineffective but only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note. **Notices.** Any notices to Borrower shall be sufficiently given, if in writing and mailed or delivered to the Borrower's address shown above or such other address as provided hereunder, and to Lender, if in writing and mailed or delivered to Lender's office address shown above or such other address as Lender may specify in writing from time to time. In the event that Borrower changes Borrower's address at any time prior to the date the

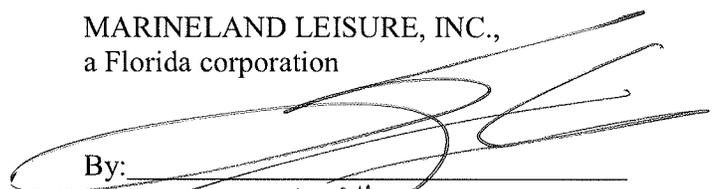
Obligations are paid in full, Borrower agrees to promptly give written notice of said change of address by registered or certified mail, return receipt requested, all charges prepaid. **Plural; Captions.** All references herein to Borrower, person, document or other nouns of reference mean both the singular and plural form, as the case may be, and the term "person" shall mean any individual, person, corporation, partnership, trust or entity. The captions contained herein are inserted for convenience only and shall not affect the meaning or interpretation of this Note. **Binding Contract.** Borrower by execution of and Lender by acceptance of this Note agree that each party is bound to all terms and provisions of this Note. **Posting of Payments.** All payments received after 5:00 p.m. local time at the office of Lender first shown above shall be deemed received at the opening of the next business day. **Fees and Taxes.** Borrower shall promptly pay all documentary, intangible, recordation and/or similar taxes and charges on this transaction whether assessed at closing or arising from time to time.

WAIVER OF PUNITIVE DAMAGES. Borrower and Lender agree that they shall not have a remedy of punitive or exemplary damages against the other in any dispute arising out of, or as a result of, any obligation or provision contained in this Note, and hereby waive any right or claim to punitive or exemplary damages they have now or which may arise in the future in connection with any dispute.

WAIVER OF JURY TRIAL. BORROWER AND LENDER KNOWINGLY, INTENTIONALLY, VOLUNTARILY AND IRREVOCABLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BETWEEN BORROWER AND LENDER IN CONNECTION WITH OR ARISING OUT OF THIS NOTE AND THE TRANSACTIONS RELATED HERETO.

IN WITNESS WHEREOF, Borrower, as of the day and year first above written, has caused this Note to be executed.

MARINELAND LEISURE, INC.,
a Florida corporation

By: 
Name: Eduardo Albor
Its: President

(SEAL)

FIRST AMENDMENT TO PROMISSORY NOTE

THIS FIRST AMENDMENT TO PROMISSORY NOTE (this "**Amendment**") is entered into as of the ^{November} 11 day of ~~October~~, 2020, by and between MARINELAND LEISURE, INC., a Florida corporation ("**Borrower**"), and GEORGIA AQUARIUM, INC., a Georgia not-for-profit corporation ("**Lender**").

WITNESSETH:

WHEREAS, Borrower made that certain Promissory Note to the order of Lender in the original principal amount of \$5,500,000 on June 7, 2019 (the "**Original Note**");

WHEREAS, the outstanding balance of the Original Note is now \$5,000,000, but Borrower has failed to make payments when due on March 31, 2020, June 30, 2020 and September 30, 2020 and is now in default under the Note (the "**Existing Defaults**"); and

WHEREAS, Borrower and Lender now desire to amend the Original Note to extend the repayment terms thereunder and to make certain other changes to the Original Note in consideration of Lender's willingness to forbear from exercising its rights with respect to the Existing Default.

NOW, THEREFORE, in consideration of the provisions and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. General. The recitals set forth above are true and correct and are hereby incorporated into this Amendment. All capitalized terms used herein not otherwise defined shall have the respective meanings given to such terms in the Original Note.

2. Forbearance. In consideration of the amendments to the Original Note set forth herein, Lender agrees that it shall not exercise any remedy available to it under the Note or the Mortgage with respect to the Existing Defaults. This forbearance shall not apply to any subsequent default under the terms of the Original Note, as amended hereby, or the Mortgage.

3. Interest Rate. The Section of the Original Note titled "INTEREST RATE" is hereby deleted in its entirety and the following is hereby substituted therefor:

INTEREST RATE. Absent the occurrence of a Default, no interest shall be charged on the payments due under this Note from March 31, 2021, through December 31, 2024. With respect to the payments due after December 31, 2024, interest shall accrue at the rate of five percent (5%) per annum, compounded annually, from the date of this Note (June 7, 2019) through payment. Notwithstanding the foregoing, in addition to all other rights contained in this Note, if a Default (as hereinafter defined) occurs and as long as a Default continues, all outstanding Obligations (as hereinafter defined) shall bear interest at the rate of nine percent (9%) per annum, or at the then highest legal rate permissible by law, whichever is less ("**Default Rate**"). The Default Rate shall also apply from maturity, whether by due course or by acceleration, until the Obligations or any judgment thereon is paid in full.

4. Repayment Terms. The Section of the Original Note titled “REPAYMENT TERMS” is hereby deleted in its entirety and the following is hereby substituted therefor:

“REPAYMENT TERMS. This Note shall be due and payable in 21 installments as follows:

- (a) On the date which is six months after the date of execution of the Note, a single installment of \$500,000; and
- (b) On the last day of each calendar quarter (i.e. March 31, June 30, September 30 and December 31) of each year, commencing on March 31, 2021 and ending on December 31, 2025, a principal payment of \$250,000; and
- (c) Any other outstanding amounts, whether principal, fees, interest or otherwise, shall be due and payable on December 31, 2025.

5. Acknowledgement. The Lender acknowledges that it has already received from the Borrower the \$500,000 payment described in section (a) of the REPAYMENT TERMS of the Original Note prior to the date hereof.

6. Counterparts; Electronic delivery. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. Signed counterparts of this Agreement may be delivered by facsimile, by scanned .pdf image or other electronic means.

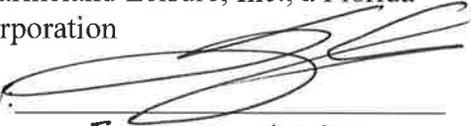
7. Ratification. Except as expressly modified and amended by this Amendment, all of the terms, covenants and conditions of the Original Note are hereby ratified and confirmed and shall continue to be and remain in full force and effect in accordance with the terms thereof.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date first above written.

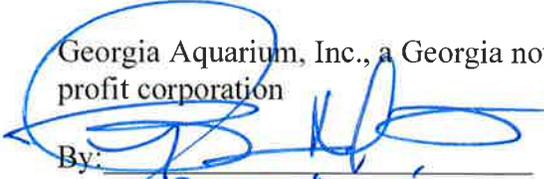
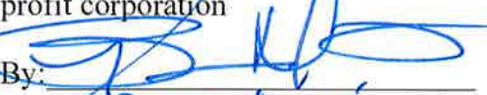
BORROWER:

Marineland Leisure, Inc., a Florida corporation

By: 
Name: Eduardo Albol
Title: PRESIDENT / DIRECTOR

LENDER:

Georgia Aquarium, Inc., a Georgia not-for-profit corporation


By: 
Name: Brian Davis
Title: President & CEO

Georgia Aquarium
 MarineLand Leisure Bankruptcy
 Payments Schedule

P1. 12.09.19 \$500,000.00

GEORGIA AQUARIUM INC						
Multi-Day Statement: JoanE - GEORGIA AQUARIUM INC						
Requested Dates: 12/02/2019 00:00 thru 12/31/2019 23:59						
Generated on 01/02/2020 07:41						
Company:	GEORGIA AQUARIUM INC					
Account:	xxxxxxxx - GA - Master					
12/09/2019	Wire Credit		\$500,000.00	WTCR191209009525	20191209009525	WIRE TYPE: FED IN SENDER REF#: 5361400343ES SENDER NAME: MARINELAND LEISURE INC. OBI: PAYMENT ACCORDING AGREEMENT

P2. 3.30.2021 \$250,000.00

Company:	GEORGIA AQUARIUM INC					
Account:	xxxxxxxx - GA - Master					
Account Summary			Amount			
03/30/2021	Wire Credit		\$250,000.00	WTCR210330061828	20210330061828	WIRE TYPE: FED IN SENDER REF#: 3264741089ES SENDER NAME: MARINELAND LEISURE INC. OBI: PAGO DE DEUDA DE ACUERDO A CONTRATO

Georgia Aquarium
 MarineLand Leisure Bankruptcy
 Payments Schedule
P3. 6.29.2021 \$250,000.00

Company:		GEORGIA AQUARIUM INC				
Account:		xxxxxxx - GA - Master				
Account Summary			Amount			
06/29/2021	Wire Credit		\$250,000.00	WTCR210629062143	20210629062143	WIRE TYPE: FED IN SENDER REF#: 3322871180ES SENDER NAME: MARINELAND LEISURE INC. OBI: PAGO DE DEUDA DE ACUERDO A CONTRATO

P4. 9.28.2021 \$250,000.00

GEORGIA AQUARIUM INC						
Multi-Day Statement: Cash GL Entries - GEORGIA AQUARIUM INC						
Requested Dates: 09/01/2021 00:00 thru 09/30/2021 23:59						
Generated on 10/05/2021 17:18						
Company:		GEORGIA AQUARIUM INC				
Account:		xxxxxxxx - GA - Master				
Account Summary			Amount			
09/28/2021	Wire Credit		\$250,000.00	WTCR210928058549	20210928058549	WIRE TYPE: FED IN SENDER REF#: 3244031271ES SENDER NAME: MARINELAND LEISURE INC. OBI: PAGO DE DEUDA DE ACUERDO A CONTRATO

Georgia Aquarium
 MarineLand Leisure Bankruptcy
 Payments Schedule

P5 12.28.2021 \$250,000.00

GEORGIA AQUARIUM INC

Multi-Day Statement: Cash GL Entries - GEORGIA AQUARIUM INC

Requested Dates: 12/01/2021 00:00 thru 12/31/2021 23:59

Generated on 01/07/2022 10:10

Company:	GEORGIA AQUARIUM INC				
Account:	xxxxxxxx - GA - Master				
Account Summary		Amount			
12/28/2021	Wire Credit	\$250,000.00	WTCR211228059983	20211228059983	WIRE TYPE: FED IN SENDER REF#: 3338541362ES SENDER NAME: MARINELAND LEISURE INC. OBI: DEBT AMORTIZATION

P6 3.28.2022 \$250,000.00

GEORGIA AQUARIUM INC

Multi-Day Statement: Cash GL Entries - GEORGIA AQUARIUM INC

Requested Dates: 03/01/2022 00:00 thru 03/31/2022 23:59

Generated on 04/04/2022 10:41

Company:	GEORGIA AQUARIUM INC				
Account:	xxxxxxxx - GA - Master				
Account Summary		Amount			
03/28/2022	Wire Credit	\$250,000.00	WTCR220328012970	20220328012970	WIRE TYPE: FED IN SENDER REF#: 3340892087ES SENDER NAME: MARINELAND LEISURE INC. OBI: DEBT AMORTIZATION

Georgia Aquarium
 MarineLand Leisure Bankruptcy
 Payments Schedule

P7 6.29.2022 \$250,000.00

GEORGIA AQUARIUM INC					
Multi-Day Statement: Cash GL Entries - GEORGIA AQUARIUM INC					
Requested Dates: 06/01/2022 00:00 thru 06/30/2022 23:59					
Generated on 07/06/2022 14:30					
Company:	GEORGIA AQUARIUM INC				
Account:	xxxxxxxx- GA - Master				
Account Summary		Amount			
06/29/2022	Wire Credit	\$250,000.00	WTCR220629016408	20220629016408	WIRE TYPE: FED IN SENDER REF#: 3273502180ES SENDER NAME: MARINELAND LEISURE INC. OBI: DEBT AMORTIZATION

P8 11.08.2022 \$50,000.00

GEORGIA AQUARIUM INC					
Multi-Day Statement: Cash GL Entries - GEORGIA AQUARIUM INC					
Requested Dates: 11/01/2022 00:00 thru 11/30/2022 23:59					
Generated on 12/02/2022 14:06					
Company:	GEORGIA AQUARIUM INC				
Account:	xxxxxxxx - GA - Master				
Account Summary		Amount			
11/08/2022	Wire Credit	\$50,000.00	WTCR221108014328	20221108014328	WIRE TYPE: FED IN SENDER REF#: 3298212312ES SENDER NAME: MARINELAND LEISURE INC. OBI: DEBT AMORTIZATION

Georgia Aquarium
 MarineLand Leisure Bankruptcy
 Payments Schedule

P9 3.31.2023 \$200,000.00

GEORGIA AQUARIUM INC

Multi-Day Statement: Cash GL Entries - GEORGIA AQUARIUM INC

Requested Dates: 03/01/2023 00:00 thru 03/31/2023 23:59

Generated on 04/03/2023 11:12

Company:	GEORGIA AQUARIUM INC				
Account:	XXXXXXXX - GA - Master				
Account Summary			Amount		
03/31/2023	Wire Credit	\$200,000.00	WTCR230331022664	20230331022664	WIRE TYPE: FED IN SENDER REF#: 3628883090ES SENDER NAME: MARINELAND LEISURE INC. OBI: DEBT AMORTIZATION

P10 4.14.2023 \$100,000.00

GEORGIA AQUARIUM INC

Multi-Day Statement: Cash GL Entries - GEORGIA AQUARIUM INC

Requested Dates: 04/03/2023 00:00 thru 04/28/2023 23:59

Generated on 05/01/2023 11:17

Company:	GEORGIA AQUARIUM INC				
Account:	XXXXXX - GA - Master				
Account Summary			Amount		
04/14/2023	Wire Credit	\$100,000.00	WTCR230414020403	20230414020403	WIRE TYPE: FED IN SENDER REF#: 3451023104ES SENDER NAME: MARINELAND LEISURE INC. OBI: DEBT AMORTIZATION

Georgia Aquarium
 MarineLand Leisure Bankruptcy
 Payments Schedule

P11 4.28.2023 \$100,000.00

GEORGIA AQUARIUM INC

Multi-Day Statement: Cash GL Entries - GEORGIA AQUARIUM INC

Requested Dates: 04/03/2023 00:00 thru 04/28/2023 23:59

Generated on 05/01/2023 11:17

Company:	GEORGIA AQUARIUM INC				
Account:	xxxxxxx - GA - Master				
Account Summary			Amount		
04/28/2023	Wire Credit	\$100,000.00	WTCR230428023837	20230428023837	WIRE TYPE: FED IN SENDER REF#: 3465443118ES SENDER NAME: MARINELAND LEISURE INC. OBI: DEBT AMORTIZATION

P12 5.15.2023 \$50,000.00

GEORGIA AQUARIUM INC

Multi-Day Statement: Cash GL Entries - GEORGIA AQUARIUM INC

Requested Dates: 05/01/2023 00:00 thru 05/31/2023 23:59

Generated on 06/02/2023 13:56

Company:	GEORGIA AQUARIUM INC				
Account:	xxxxxxxx - GA - Master				
Account Summary			Amount		
05/15/2023	Wire Credit	\$50,000.00	WTCR230515021116	20230515021116	WIRE TYPE: FED IN SENDER REF#: 3575503135ES SENDER NAME: MARINELAND LEISURE INC. OBI: DEBT AMORTIZATION

Georgia Aquarium
 MarineLand Leisure Bankruptcy
 Payments Schedule
P13 5.31.2023 \$50,000.00

GEORGIA AQUARIUM INC

Multi-Day Statement: Cash GL Entries - GEORGIA AQUARIUM INC

Requested Dates: 05/01/2023 00:00 thru 05/31/2023 23:59

Generated on 06/02/2023 13:56

Company:	GEORGIA AQUARIUM INC				
Account:	xxxxxxxx - GA - Master				
Account Summary		Amount			
05/31/2023	Wire Credit	\$50,000.00	WTCR230531030209	20230531030209	WIRE TYPE: FED IN SENDER REF#: 3583753151ES SENDER NAME: MARINELAND LEISURE INC. OBI: DEBT AMORTIZATION

P14 6.16.2023 \$75,000.00

GEORGIA AQUARIUM INC

Multi-Day Statement: Cash GL Entries - GEORGIA AQUARIUM INC

Requested Dates: 06/01/2023 00:00 thru 06/30/2023 23:59

Generated on 07/03/2023 10:32

Company:	GEORGIA AQUARIUM INC				
Account:	xxxxxxxx - GA - Master				
Account Summary		Amount			
06/16/2023	Wire Credit	\$75,000.00	WTCR230616023524	20230616023524	WIRE TYPE: FED SENDER REF#: SENDER NAME: OBI: DEBT AMOR

Georgia Aquarium
 MarineLand Leisure Bankruptcy
 Payments Schedule
P15 6.23.2023 \$50,000.00

GEORGIA AQUARIUM INC

Multi-Day Statement: Cash GL Entries - GEORGIA AQUARIUM INC

Requested Dates: 06/01/2023 00:00 thru 06/30/2023 23:59

Generated on 07/03/2023 10:32

Company:	GEORGIA AQUARIUM INC				
Account:	xxxxxxx - GA - Master				
Account Summary		Amount			
06/23/2023	Wire Credit	\$50,000.00	WTCR230623018270	20230623018270	WIRE TYPE: FED IN SENDER REF#: 3371183174ES SENDER NAME: MARINELAND LEISURE INC. OBI: DEBT AMORTIZATION

P16 07.14.2023 \$75,000.00

GEORGIA AQUARIUM INC

Multi-Day Statement: Cash GL Entries - GEORGIA AQUARIUM INC

Requested Dates: 07/03/2023 00:00 thru 07/31/2023 23:59

Generated on 08/01/2023 15:11

Company:	GEORGIA AQUARIUM INC				
Account:	xxxxxxx - GA - Master				
Account Summary		Amount			
07/14/2023	Wire Credit	\$75,000.00	WTCR230714022259	20230714022259	WIRE TYPE: FED IN SENDER REF#: 3496513195ES SENDER NAME: MARINELAND LEISURE INC. OBI: DEBT AMORTIZATION

Georgia Aquarium
 MarineLand Leisure Bankruptcy
 Payments Schedule
P17 08.07.2023 \$75,000.00

GEORGIA AQUARIUM INC

Multi-Day Statement: Cash GL Entries - GEORGIA AQUARIUM INC

Requested Dates: 08/01/2023 00:00 thru 08/31/2023 23:59

Generated on 09/01/2023 12:10

Company:	GEORGIA AQUARIUM INC				
Account:	xxxxxxxx - GA - Master				
Account Summary		Amount			
08/07/2023	Wire Credit	\$75,000.00	WTCR230807017643	20230807017643	WIRE TYPE: FED IN SENDER REF#: 3513953219ES SENDER NAME: MARINELAND LEISURE INC. OBI: DEBT AMORTIZATION

P18 3.25.2024 \$100,000.00

GEORGIA AQUARIUM INC

Multi-Day Statement: Cash GL Entries - GEORGIA AQUARIUM INC

Requested Dates: 03/01/2024 00:00 thru 03/29/2024 23:59

Generated on 04/02/2024 14:19

Company:	GEORGIA AQUARIUM INC				
Account:	xxxxxxxx - GA - Master				
Account Summary		Amount			
03/25/2024	Wire Credit	\$100,000.00	WTCR240325024225	20240325024225	WIRE TYPE: FED IN SENDER REF#: 3649874085ES SENDER NAME: MARINELAND LEISURE INC. OBI: JANUARY 2024 RENT

Georgia Aquarium
 MarineLand Leisure Bankruptcy
 Payments Schedule

P19 4.16.2024 \$100,000.00

GEORGIA AQUARIUM INC						
Multi-Day Statement: Cash GL Entries - GEORGIA AQUARIUM INC						
Requested Dates: 04/01/2024 00:00 thru 04/30/2024 23:59						
Generated on 05/01/2024 13:03						
Company:	GEORGIA AQUARIUM INC					
Account:	XXXXXXXX - GA - Master					
Account Summary			Amount			
04/16/2024	Wire Credit		\$100,000.00	WTCR240416015353	20240416015353	WIRE TYPE: FED IN SENDER REF#: 3338514107ES SENDER NAME: MARINELAND LEISURE INC. OBI: FEBRUARY 2024 RENT

P20 7.11.2024 \$50,000.00

GEORGIA AQUARIUM INC						
Multi-Day Statement: Cash GL Entries - GEORGIA AQUARIUM INC						
Requested Dates: 07/01/2024 00:00 thru 07/31/2024 23:59						
Generated on 08/02/2024 11:51						
Company:	GEORGIA AQUARIUM INC					
Account:	XXXXXXXX - GA - Master					
Account Summary			Amount			
07/11/2024	Wire Credit		\$50,000.00	WTCR240711017460	20240711017460	WIRE TYPE: FED IN SENDER REF#: 3339804193ES SENDER NAME: MARINELAND LEISURE INC. OBI: MARCH 2024 RENT HALF PAYMENT

Georgia Aquarium
 MarineLand Leisure Bankruptcy
 Payments Schedule
P21 7.15.2024 \$50,000.00

GEORGIA AQUARIUM INC

Multi-Day Statement: Cash GL Entries - GEORGIA AQUARIUM INC

Requested Dates: 07/01/2024 00:00 thru 07/31/2024 23:59

Generated on 08/02/2024 11:51

Company:	GEORGIA AQUARIUM INC					
Account:	xxxxxxx - GA - Master					
Account Summary			Amount			
07/15/2024	Wire Credit		\$50,000.00	WTCR240715026565	20240715026565	WIRE TYPE: FED IN SENDER REF#: 3789534197ES SENDER NAME: MARINELAND LEISURE INC. OBI: MARCH 2024 RENT HALF PAYMENT

P22 7.26.2024 \$50,000.00

GEORGIA AQUARIUM INC

Multi-Day Statement: Cash GL Entries - GEORGIA AQUARIUM INC

Requested Dates: 07/01/2024 00:00 thru 07/31/2024 23:59

Generated on 08/02/2024 11:51

Company:	GEORGIA AQUARIUM INC					
Account:	xxxxxxx - GA - Master					
Account Summary			Amount			
07/26/2024	Wire Credit		\$50,000.00	WTCR240726021139	20240726021139	WIRE TYPE: FED IN SENDER REF#: 3512964208ES SENDER NAME: MARINELAND LEISURE INC. OBI: APRIL 2024 HALF PAYMENT

Georgia Aquarium
 MarineLand Leisure Bankruptcy
 Payments Schedule

Marineland Leisure Inc
 9600 N Ocean Shore Blvd,
 St. Augustine,
 FL 32080

Invoice

Date	Invoice #
1/31/2024	1

Bill To
GEORGIA AQUARIUM, INC 225 BAKER STREET NW ATLANTA, GA 30313-1809

PAID
 01/31/2024

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
1	Bottlenose Dolphin Female AMARA NOA0006547	450,000.00	450,000.00
1	Bottlenose Dolphin Female KYLA NOA0006537	450,000.00	450,000.00
1	Bottlenose Dolphin Female CALYPSO NOA0010144	450,000.00	450,000.00
1	Bottlenose Dolphin Female MIA NOA0010681	450,000.00	450,000.00
Total			\$1,800,000.00

Figure 1 DOLPH

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT (this "*Agreement*") is entered into as of the 12 day of January, 2024, with an effective as of December 31, 2023 (the "*Effective Date*") by and between MARINELAND LEISURE, INC., a Florida corporation ("*Borrower*") and GEORGIA AQUARIUM, INC., a Georgia not-for-profit corporation ("*Lender*"). References in this Agreement to the "*Parties*" shall mean Lender and Borrower collectively, and anyone acting on behalf of any of them.

RECITALS:

A. On or about June 7, 2019 (the "*Origination Date*"), Lender made a loan (the "*Loan*") to Borrower, as evidenced by, among other things that certain Promissory Note made by Borrower and payable to the order of Lender in the original principal amount of \$5,500,000.00 (as modified from time to time, the "*Note*") pursuant to that certain Asset Purchase Agreement dated April 22, 2019 between Lender and Borrower (the "*Asset Purchase Agreement*");

B. The Loan is secured by, among other things, that certain Mortgage, Assignment of Rents and Security Agreement (as heretofore assigned or otherwise modified from time to time, the "*Mortgage*"), dated as of the Origination Date by Borrower for the benefit of Lender, filed and recorded on June 10, 2019, in Book 2360, Page 1905, Clerk of the Circuit Court & Comptroller, Flagler County, Florida. The Mortgage encumbers the real property more particularly described on Exhibit "A" attached to the Mortgage, and the improvements and fixtures located thereon, and certain other personal property more particularly described in the Mortgage (collectively, the "*Property*");

C. Each of the Note, the Mortgage, and any and all other documents and instruments now or hereafter evidencing, securing or otherwise relating to the Loan (as heretofore assigned or otherwise modified from time to time) are collectively referred to as the "*Loan Documents*";

D. The Loan is in default due to Borrower's failure to pay the regular quarterly installment of principal due and outstanding under the Note on the prescribed payment date(s) (collectively, the "*Existing Events of Default*");

E. Borrower has requested that Lender (i) waive the Existing Events of Default, and (ii) make certain modifications to the Loan Documents (the "*Loan Modification*"), as more expressly set forth herein; and

F. Upon the covenants, agreements, acknowledgements, warranties and representations set forth in this Agreement and subject to the express terms and conditions of this Agreement and the documents, instruments and agreements executed and to be executed pursuant to this Agreement, Lender has agreed to waive the Existing Events of Default and agreed to the Loan Modification as set forth below.

NOW THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the Parties do hereby stipulate, covenant and agree as follows:

1. **Incorporation of Recitals; Defined Terms; Inducement to Lender.** The foregoing recitals are incorporated herein as a substantive, contractual part of this Agreement. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement, the Mortgage or the other Loan Documents; additionally, the words "including" and "includes," and words of similar import, shall be deemed to be followed by the phrase "without limitation," and the words "hereof" and "hereunder," and words of similar import, shall be

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deemed to refer to this Agreement as a whole and not to the specific section or provision where such word appears. Furthermore, from and after the Effective Date, any reference in the Loan Documents to any Loan Document shall be deemed to refer to such Loan Document as modified by this Agreement (subject to the conditions prescribed in this Agreement), and this Agreement shall be an additional Loan Document as such term is used herein and in the other Loan Documents. Each of the acknowledgments, representations, warranties, covenants, and agreements by Borrower contained in this Agreement is a material part of the consideration received by Lender and is a material inducement to Lender for the execution and delivery by Lender of this Agreement and any related documents.

2. **Representations, Warranties, and Covenants.** To induce Lender to enter into this Agreement and to agree to the Loan Modification as set forth herein, and without limitation of any representations, warranties, and covenants set forth in the Loan Documents, Borrower hereby reaffirms the representations, warranties, and covenants set forth in the Asset Purchase Agreement and in any other Loan Documents. Without limiting the foregoing, Borrower hereby represents and warrants to Lender that (i) Borrower has taken all necessary action to authorize the execution and delivery of this Agreement, and has full power and authority to execute, deliver, and perform its obligations under this Agreement, and (ii) each consent, approval, authorization, order, registration, or qualification of or with any court or any other Governmental Entity required for the execution and delivery by Borrower of this Agreement has been obtained and is in full force and effect and Borrower hereby agrees to and does indemnify, defend, and hold harmless Lender from and against any and all loss, damage, or liability whatsoever, including, without limitation, attorneys' fees and costs, arising from any failure to obtain any such consent.

3. **Loan Balance.** Borrower hereby acknowledges and agrees that as of the Effective Date, and prior to the effectiveness of the modifications to the Loan Documents set forth herein and in the other documents executed in connection with the Loan Modification:

- (a) the outstanding principal balance of the Loan is **\$2,675,000.00**; and
- (b) accrued and unpaid interest at the Default Rate is **\$321,763.00**;

4. **Conditional Sale and Purchase of Transferred Dolphins.** Notwithstanding anything contained herein to the contrary, Lender agrees that, subject to the terms hereof, Borrower shall have the right to paydown a portion of the Loan by selling, assigning, transferring, conveying and delivering to Lender, all of Borrower's right, title, and interest in and to the Transferred Dolphins (hereinafter defined), subject to and conditioned upon the following:

(a) Commencing on the date hereof and continuing through January 30, 2024 (the "***Due Diligence Period***"), Lender and its agents, employees, and representatives, shall have the right to enter upon the Property, for the purpose of making such examinations as are reasonably necessary to evaluate the Transferred Dolphins.

(b) In the event Lender is satisfied with its examinations of the Transferred Dolphins (as determined by Lender in its sole and absolute discretion), Lender shall, on or prior to the expiration of the Due Diligence Period, provide written notice to Borrower of Lender's intent to acquire the Transferred Dolphins ("***Notice of Intent to Acquire***"), and Borrower shall, within 10 days after the expiration of the Due Diligence Period, notify all Governmental Entities, including without limitation, the National Marine Fisheries Service (the "***NMFS***"), of Borrower's intent to transfer title to the Transferred Dolphins to occur fifteen days after the date of the notice or on a later date mutually agreed to by the Parties (the "***Transfer Date***"). On the Transfer Date, Borrower shall sell, assign, transfer, convey and deliver to Lender the Transferred Dolphins

pursuant to a bill of sale and such other documents as are necessary to transfer title to the Transferred Dolphins to Lender, each in form and substance reasonably acceptable to Lender and Borrower (collectively, the "**Bill of Sale Documents**"). The purchase price for the Transferred Dolphins shall be Four Hundred Fifty Thousand Dollars (\$450,000) each, and the payment of such purchase price shall be evidenced by an offset against the principal balance due and owing under the Note.

(c) On the Transfer Date, Borrower shall execute and deliver to Lender (i) the Bill of Sale Documents; (ii) the Side Letter (hereinafter defined); (iii) all additional documents necessary to convey to, or vest in, the Lender all of Borrower's right, title, and interest in and to the Transferred Dolphins; and (iv) an amendment to the Note in the form attached hereto as Exhibit A (the "**Second Amendment to Note**").

(d) Notwithstanding anything contained herein to the contrary, from and after the Borrower's receipt of Lender's Notice of Intent to Acquire, Borrower and Lender shall use good faith, diligent efforts to execute a side letter agreement (the "**Side Letter**") that will set forth the terms under which the Transferred Dolphins shall be maintained prior to their delivery to Lender and the terms by which Borrower shall make physical delivery of the Transferred Dolphins to Lender. The Parties agree that the Side Letter shall: (i) provide that, from and after the Transfer Date until the time upon which Lender takes physical possession of the Transferred Dolphins, the Borrower shall maintain the Transferred Dolphins in healthy condition in accordance with all applicable laws, (ii) in the event that a Transferred Dolphin later becomes not fit for transportation on the Delivery Date, as determined by Lender ("**Unavailable Dolphin**"), provide for Lender's right either to substitute a Transferred Dolphin for another dolphin identified by Lender or to be compensated by the Borrower for the purchase price of the Unavailable Dolphin, (iii) provide that the physical delivery of the Transferred Dolphins to the Lender shall occur no later than April 30, 2024, provided all documents required for transportation of the Transferred Dolphins are available and the Transferred Dolphins are otherwise fit for transportation (the "**Delivery Date**"), (iv) contain provisions governing the terms by which Borrower shall complete delivery of the Transferred Dolphins to Lender and Lender's responsibility for the care and transportation of the Transferred Dolphins following delivery, and (v) provide for such other terms and conditions as the Lender and Borrower shall mutually agree.

(e) Except only as provided pursuant to Section 4(d)(ii), if the Transferred Dolphins are not acquired by and delivered to Lender for any reason or no reason at all on or before the Transfer Date or the Delivery Date, respectively, then the terms of the Note and other Loan Documents shall remain unmodified and in full force and effect, including, without limitation, Borrower's obligation to pay the amounts due and owing as referenced in Section 3 above.

(f) Borrower covenants, represents, and warrants that Borrower owns good, valid, and marketable title to all of the Transferred Dolphins, free and clear of all liens.

For the purposes of this Section 4, the term "**Transferred Dolphins**" shall mean four (4) female dolphins, to be identified by written notice from Lender to Borrower delivered no later than February 15, 2024.

5. Existing Events of Default. Effective as of the Transfer Date and Borrower's satisfaction of its obligations under Sections 4(b) and (c) above, Lender shall waive the Existing Events of Default. Nothing contained herein shall be construed as a waiver by Lender of (a) the fees and expenses of Lender, including attorneys' fees and expenses or (b) any Default interest or any late charges or other sums that may accrue under the Loan Documents as a result of any Default (including, without limitation,

the Existing Events of Default to the extent Borrower fails to satisfy its obligations under Sections 4(b) and (c) above on the Transfer Date). For the avoidance of doubt, Borrower hereby acknowledges that Lender may from time to time in the future assess interest at the Default Rate and/or late payment charges in accordance with the terms of the Loan Documents for Defaults other than the Existing Events of Default, and Borrower hereby agrees to pay the entire amount that may be assessed in accordance with the terms of the Loan Documents notwithstanding the provisions of this Section 5.

6. Defaults and Remedies.

(a) Any default by Borrower of its obligations under this Agreement that extends past the applicable notice and cure period set forth in the Loan Documents (if any) shall constitute a Default under the Loan Documents.

(b) Upon the occurrence and during the continuance of a Default, Lender, in its sole and absolute discretion, may, ex parte, without prior notice to Borrower: (i) commence non-judicial foreclosure proceedings against the Property, and (ii) submit to a court of competent jurisdiction a motion in support of an ex parte application or motion requesting the Court to enter an order appointing a receiver for the Property, and Borrower does hereby irrevocably consent to such remedies described in the immediately preceding clauses (i) and (ii) and agrees not to oppose any actions of Lender in furtherance thereof.

7. Indemnification and Release.

(a) Borrower acknowledges and agrees that Lender is not in default with respect to any of its obligations under any of the Loan Documents, and Borrower currently possesses no claim against Lender or any servicer or agent of Lender, including, but not limited to, damages, setoff, estoppel, waiver, cancellation of instruments, rescission or excuse of performance under any of the Loan Documents by virtue of Lender's actions, or actions of any servicer or agent on Lender's behalf or any actions of Lender's predecessors-in interest, if any.

(b) As a material inducement to Lender to enter into this Agreement and to grant the additional concessions to Borrower reflected herein, all in accordance with and subject to the terms and conditions of this Agreement, and all of which are to the direct advantage and benefit of Borrower, Borrower, for itself and its past, present or future officers, directors, employees, agents, attorneys, representatives, participants, heirs, successors or assigns: (i) does hereby remise, release, acquit, satisfy and forever discharge Lender, and all of its respective past, present and future servicers, officers, directors, employees, affiliates, agents, attorneys, representatives, participants, successors and assigns (collectively, the "**Lender Parties**"), from any and all liabilities, damages, losses, claims, demands, costs, expenses, defenses, set-offs, rights of recoupment, judgments, executions, causes of action, suits, debts, dues, sums of money, claims for attorneys' fees or costs, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, torts, omissions, representations, breaches of contract or of obligations to perform, and any type of conduct or misconduct, whether negligent, intentional or otherwise, whether in law or in equity, whether matured or unmatured, whether known or unknown, whether liquidated or unliquidated, whether contingent or non-contingent which Borrower now has or hereafter can, shall or may have by reason of any matter, cause or thing, from the beginning of the world to and including the Effective Date related to the Property or the Loan, including specifically, but without limitation, matters arising out of, in connection with or relating to (A) this Agreement, (B) any obligations under the Loan Documents, (C) the Loan Documents or the indebtedness evidenced thereby, including, the administration or funding thereof, and (D) any other relationship, agreement or transaction relating to or arising from the Loan between Borrower and Lender or any of its subsidiaries, affiliates and servicers; and (ii) does hereby covenant and agree never to institute or cause to

be instituted or continue prosecution of, and shall indemnify Lender Parties and defend and hold them harmless from any and all claims, losses, causes of action, costs and expenses of every kind or character incurred by or asserted against Lender Parties in any suit or other form of action or proceeding of any kind or nature whatsoever against Lender or any of the other Lender Parties, by reason of or in connection with any of the foregoing matters, claims or causes of action. Borrower further agrees and acknowledges that it may hereafter discover facts different from, or in addition to, those which Borrower now knows or believes to be true with respect to the claims released pursuant to this Section 7, and agrees that the foregoing release shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery thereof.

(c) The waivers, estoppels, and releases in favor of Lender Parties contained in this Agreement shall not be construed as an admission of any wrongdoing, liability or culpability on the part of Lender or any of the other Lender Parties or as an admission by Lender or any of the other Lender Parties of the existence of any claims by Borrower against Lender or any of the other Lender Parties. To the extent that any such claims exist, they are of a speculative nature so as to be incapable of objective valuation and, to the extent that any such claims may exist and may have value, such value would constitute primarily "nuisance" value or "leverage" value in adversarial proceedings between Borrower and Lender. In any event, the value to the Borrower of the covenants and agreements on the part of Lender contained in this Agreement substantially and materially exceeds any and all value of any kind or nature whatsoever of any claims or other liabilities waived or released by Borrower hereunder.

(d) The provisions of this Section 7 shall survive the full repayment of the Loan or the earlier termination of the Loan Documents.

8. No Impairment or Release; Loan Documents Remain in Full Force and Effect; No Novation. Except as expressly set forth herein, nothing herein shall affect the priority, validity, or extent of the liens, operation and effect of the Note, Mortgage and the other Loan Documents, nor release or change the liability of Borrower or any other Person who may now be or after the Effective Date may become liable, primarily or secondarily, under the Loan Documents. Without limitation, in no event shall this Agreement, the modifications set forth herein, or any documents or agreements referenced or contemplated in this Agreement release Borrower from, or impair or adversely affect, any duty, obligation, liability or responsibility whatsoever of Borrower under the Loan Documents, and Borrower shall be bound by and subject to, and shall perform, abide by, and comply with, the terms and provisions of the Loan Documents (as modified by this Agreement) applicable to it, including, without limitation, those obligations relating to the payment of taxes and other charges and maintenance of the insurance policies. Except as expressly modified by this Agreement and the other documents executed in connection with the Loan Modification, the Loan Documents and each of the representations, warranties, duties, obligations, and covenants thereunder remain unchanged, are hereby ratified, reaffirmed, and confirmed in all respects by Borrower and shall remain in full force and effect in accordance with their terms, without any waiver, amendment or modification of any provision thereof. Neither the execution and delivery of this Agreement, the terms and provisions hereof, nor any of the documents or agreements referenced or contemplated in this Agreement shall be construed to constitute a novation of the Note, any of the other Loan Documents, or the Loan.

9. No Effect on Lender's Rights. Nothing provided in this Agreement shall modify or otherwise affect Lender's rights and remedies under the Loan Documents, or at law or in equity, in the event of the occurrence of a Default, including, without limiting the generality of the foregoing, any rights it may have to (a) file actions against or defending or intervening in actions brought by third parties or Borrower relating to the Property or the Loan Documents or the interest of Lender therein, and/or (b) send notices to any persons or entities concerning the existence of security interests or liens in favor of Lender

concerning the Property.

10. Bankruptcy Covenants.

(a) In the event of the filing of any petition for bankruptcy relief filed by or against Borrower, Borrower consents to the entry of an order granting Lender relief from the automatic stay of Section 362 of the Bankruptcy Code and shall not assert or request any other party to assert that the automatic stay provided by Section 362 of the Bankruptcy Code shall operate or be interpreted to stay, interdict, condition, reduce or inhibit the ability of the Lender to enforce any rights it has under the Loan Documents, or any other rights Lender has against Borrower or against any property owned by Borrower.

(b) Borrower shall not seek or request any other party to seek a supplemental stay or any other relief, whether injunctive or otherwise, pursuant to Section 105 of the Bankruptcy Code or any other provision of the Bankruptcy Code, to stay, interdict, condition, reduce or inhibit the ability of the Lender to enforce any rights they have under the Loan Documents, or any other rights the Lender has against Borrower or the Property.

(c) If the incurring of any debt or the payments of money or transfers of property made to Lender by or on behalf of Borrower pursuant to this Agreement shall subsequently be declared to be "void" or "voidable" within the meaning of any state or federal law relating to creditors' rights, including, without limitation, fraudulent conveyances, a preference, or otherwise voidable or recoverable, in whole or in part, for any reason under the federal Bankruptcy Code or any other federal or state law (individually, a "***Voidable Transfer***"), and Lender is required to repay or restore any such Voidable Transfer or the amount or any portion thereof, or upon the advice of its counsel is advised to do so, then (i) as to any such Voidable Transfer or the amount repaid or restored (including all reasonable costs, expenses and attorneys' fees of Lender related thereto), the indebtedness to Lender, or portion thereof, paid or deemed satisfied by such Voidable Transfer or such amount shall automatically be revived, reinstated and restored to the extent that such indebtedness to Lender, or portion thereof, existed immediately prior to such Voidable Transfer, and such indebtedness to Lender, or portion thereof, shall exist as though such Voidable Transfer had never been made and (ii) the Existing Events of Default shall be reinstated as of the date the first Existing Events of Default originally occurred.

(d) Borrower further acknowledges and agrees that Lender, as a material inducement to enter into this Agreement, has specifically bargained for the concessions set forth in this Section 10 and that this Agreement may be deemed conclusive evidence as to such negotiated ongoing intention of Borrower and that it is intending to remain the primary element in determining if cause exists for granting such concessions.

11. Usury. It is expressly stipulated and agreed to be the intent of all of the Parties at all times to comply with the applicable law governing the maximum rate or amount of interest payable on or in connection with the Note and the Loan (or applicable United States federal law to the extent that it permits Lender to contract for, charge, take, reserve or receive a greater amount of interest payable on or in connection with the Note and the Loan than under applicable law). If the applicable law is ever judicially interpreted so as to render usurious any amount called for under the Note, the Mortgage, this Agreement or any other Loan Document, or contracted for, charged, taken, reserved or received with respect to the Loan, or Borrower having paid any interest in excess of that permitted by law, then it is the express intent of all of the parties that all excess amounts theretofore collected by Lender be credited to the then outstanding principal balance of the Note (or, if the Note has been or would thereby be paid in full, any surplus refunded to Borrower), and the provisions of the Note, this Agreement, the Mortgage and the other Loan Documents immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new documents, so as to

comply with such applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder. To the extent permitted by law, Borrower hereby waives and releases all claims and defenses based upon usury in connection with the execution and delivery of the Note and the other Loan Documents and the borrowing of the funds represented by the Loan.

12. Further Assurances. Borrower agrees to perform such other and further reasonable acts, and to execute such additional and reasonable documents, agreements, notices or financing statements, as Lender deems reasonably necessary or desirable from time to time to create, preserve, continue, perfect, validate or carry out any of Lender's rights under this Agreement or the other Loan Documents or to effectuate the purpose of this Agreement.

13. Future Negotiations. Borrower hereby acknowledges and agrees that: (i) while Lender has no obligation whatsoever to discuss, negotiate or agree to any restructuring of the Loan, or to modify or amend the Loan Documents, Lender has agreed to the Loan Modification subject to the express terms and conditions of this Agreement and based upon the covenants, agreements, acknowledgments, warranties and representations set forth in this Agreement; (ii) Lender has no obligation whatsoever to discuss, negotiate or agree to any future restructuring of the Loan, or any future modification or amendment of the Loan Documents or to forbear from exercising its rights and remedies under the Loan Documents; (iii) if there are any future discussions among Lender and Borrower concerning any such restructuring of the Loan, or modification or amendment of the Loan Documents, then no restructuring, modification, amendment, compromise, settlement, agreement or understanding with respect to the Loan, the Loan Documents, the Property, or any aspect thereof shall constitute a legally binding agreement or contract or have any force or effect whatsoever unless and until reduced to writing and signed by authorized representatives of the Parties; and (iv) Borrower shall not assert or claim in any legal proceedings or otherwise that any such agreement exists except in accordance with the terms of this Section 13.

14. Costs and Expenses. Within five (5) days of demand, Borrower shall pay to Lender all attorneys' fees, costs, and expenses incurred by Lender in connection with the Loan Modification.

15. Miscellaneous.

(a) This Agreement shall be construed according to and governed by the laws of the State of Florida.

(b) If any provision of this Agreement is adjudicated to be invalid, illegal or unenforceable, in whole or in part, it will be deemed omitted to that extent and all other provisions of this Agreement will remain in full force and effect.

(c) Neither this Agreement nor any provision hereof may be changed, modified, waived, discharged, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of such change, modification, waiver, waiver, discharge or termination is sought.

(d) The paragraph headings and captions contained in this Agreement are for convenience of reference only and in no event define, describe or limit the scope or intent of this Agreement or any of the provisions or terms hereof.

(e) This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.

(f) This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart. Documents (including this Agreement) executed, scanned (in .PDF or similar reprographic format), and/or executed (and, as appropriate, witnessed and/or notarized) electronically using electronic signature software (e.g., DocuSign or similar software), or similar methods (each a method of "Electronic Execution") and transmitted electronically shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such Electronic Execution having the same legal and binding effect as original signatures. The Parties agree that this Agreement may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act (E-Sign Act), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act (UETA) and any applicable state law. Any document accepted, executed or agreed to in conformity with such laws will be binding on all Parties the same as if it were physically executed.

(g) THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE SOLE AND FINAL AGREEMENT BETWEEN THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT AND SUPERSEDE ALL PRIOR AGREEMENTS, REPRESENTATIONS, COVENANTS, PROMISES, UNDERSTANDINGS OR UNDERTAKINGS (WHETHER WRITTEN OR ORAL) WITH RESPECT TO SUCH SUBJECT MATTER. THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES HERETO.

(h) THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS AS SET FORTH IN SECTION 7 HEREOF.

(i) TIME IS OF THE ESSENCE HEREOF.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

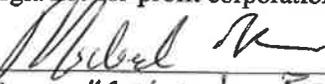
BORROWER:

MARINELAND LEISURE, INC.,
a Florida corporation

By: 
Name: EDWIN GONZALEZ
Title: EXECUTIVE DIRECTOR USA

LENDER:

GEORGIA AQUARIUM, INC.,
a Georgia not-for-profit corporation

By: 
Name: Michael Bees
Title: Chief Animal Officer

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EXHIBIT A

FORM OF SECOND AMENDMENT TO PROMISSORY NOTE

SECOND AMENDMENT TO PROMISSORY NOTE

THIS SECOND AMENDMENT TO PROMISSORY NOTE (this "**Second Amendment**") is entered into as of the 12 day of January, 2024 with an Effective Date of December 31, 2023 (the "**Effective Date**"), by and between MARINELAND LEISURE, INC., a Florida corporation ("**Borrower**"), and GEORGIA AQUARIUM, INC., a Georgia not-for-profit corporation (together with its successors and assigns, "**Lender**"), having an address at 225 Baker Street, NW, Atlanta, Georgia 30310.

WITNESSETH:

WHEREAS, Borrower executed and delivered that certain Promissory Note dated June 7, 2019, as amended by that certain First Amendment to Promissory Note dated as of November 11, 2020, to the order of and for the benefit of Lender in the original principal amount of \$5,500,000 (as amended, the "**Note**")

WHEREAS, Borrower and Lender executed that certain Modification Agreement with an effective date of December 31, 2023 (the "**Modification Agreement**");

WHEREAS, Borrower and Lender now desire to amend the Note, to among other things, modify the repayment terms thereunder pursuant to the Modification Agreement, all as set forth herein.

NOW, THEREFORE, in consideration of the provisions and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are hereby incorporated into this Second Amendment. All capitalized terms used herein not otherwise defined shall have the respective meanings given to such terms in the Note.

2. **Acknowledgement of Outstanding Balance of Note.** Borrower and Lender hereby agree and acknowledge that the outstanding principal balance of the Note as of the date hereof is \$1,196,763.00.

3. **Repayment Terms.** The Section of the Note titled "REPAYMENT TERMS" is hereby deleted in its entirety and the following is hereby substituted therefor:

"**REPAYMENT TERMS.** This Note shall be due and payable in monthly installments as follows:

- (a) On or before January 31, 2024, an amount equal to \$100,000.00; and
- (b) On or before February 29, 2024, an amount equal to \$100,000.00; and
- (c) On or before March 29, 2024, an amount equal to \$100,000.00; and

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- (d) On or before April 30, 2024, an amount equal to \$100,000.00; and
- (e) On or before May 31, 2024, an amount equal to \$100,000.00; and
- (f) On or before June 28, 2024, an amount equal to \$100,000.00; and
- (g) On or before July 31, 2024, an amount equal to \$100,000.00; and
- (h) On or before August 30, 2024, an amount equal to \$100,000.00; and
- (i) On or before September 30, 2024, an amount equal to \$100,000.00; and
- (j) On or before October 31, 2024, an amount equal to \$100,000.00; and
- (k) On or before November 29, 2024, an amount equal to \$100,000.00; and
- (l) Any other outstanding amounts, whether principal, fees, interest or otherwise, shall be due and payable on or before December 31, 2024.

4. Interest on Late Payments. Lender agrees that, notwithstanding anything to the contrary in the Loan Documents, if Borrower fails to make any monthly installment payment due hereunder on or before the due date as set forth in Section 3 above, no interest shall be charged on such late payment if, and only if, (x) Lender receives full payment of such late installment payment on or prior to the immediate next installment due date, and (y) no Default under any Loan Document occurs or becomes known to Lender from and after the Effective Date (such interest as waived, the “*Conditionally Waived Default Interest*”). In the event that a Default under any Loan Document occurs or becomes known to Lender from and after the Effective Date, the Conditionally Waived Default Interest shall be reinstated and become immediately due and payable.

5. Borrower Reaffirmation. Borrower hereby (a) reaffirms, renews, ratifies and confirms the indebtedness evidenced by the Note, as modified hereby, and the terms, covenants and conditions under other Loan Documents; (b) acknowledges that as of the date hereof there are no offsets, claims or defenses to the indebtedness evidenced by the Note, as modified hereby, or under any other Loan Documents; (c) acknowledges and agrees that Borrower is, and shall remain, liable for the prompt and timely payment and performance of the indebtedness evidenced by the Note, as modified hereby; and (c) reaffirms, renews, ratifies, and confirms all covenants, representations and warranties set forth in the Note after giving effect to this Second Amendment, as if made on the date of this Second Amendment, in all material respects.

6. Counterparts; Electronic delivery. This Second Amendment may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. Documents (including this Second Amendment) executed, scanned (in .PDF or similar reprographic format), and/or executed (and, as appropriate, witnessed and/or notarized) electronically using electronic signature software (e.g., DocuSign or similar software), or similar methods (each a method of “Electronic Execution”) and transmitted electronically shall be deemed original signatures for purposes of this Second Amendment and all matters related thereto, with such Electronic Execution having the same legal and binding effect as original signatures. The parties agree that this Second Amendment may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act (E-Sign Act), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act (UETA) and any

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applicable state law. Any document accepted, executed or agreed to in conformity with such laws will be binding on all parties the same as if it were physically executed.

7. Ratification. Except as expressly modified and amended by this Second Amendment, all other terms, conditions and covenants contained in the Note shall remain in full force and effect.

8. Governing Law. This Second Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to its conflict of laws provisions.

[Signatures on the following page]

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment on the date first above written.

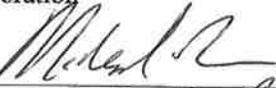
BORROWER:

Marineland Leisure, Inc., a Florida corporation

By: 
Name: EDWIN GONZALEZ
Title: EXECUTIVE DIRECTOR USA

LENDER:

Georgia Aquarium, Inc., a Georgia not-for-profit corporation

By: 
Name: MICHAEL BOOS
Title: Chief Animal officer



PREPARED BY:

Lauren Parsons Langham, Esq.
Taylor English Duma LLP
50 North Laura Street, Suite 2500
Jacksonville, FL 32202

327561803777C

RECORDER'S USE ONLY ABOVE LINE

FLORIDA DOCUMENTARY STAMP TAXES IN THE AMOUNT OF \$19,250.00 AND FLORIDA NON-RECURRING INTANGIBLE TAXES IN THE AMOUNT OF \$11,000.00 ARE BEING PAID UPON RECORDATION OF THIS INSTRUMENT.

MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

This MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (hereafter referred to as "Mortgage") made as of the 7th day of June, 2019, by and between **MARINELAND LEISURE, INC.**, a Florida corporation, whose address is 9600 Oceanshore Boulevard, St. Augustine, FL 32080 ("Mortgagor"), and **GEORGIA AQUARIUM, INC.**, a Georgia not-for-profit corporation, whose address is 225 Baker Street, NW, Atlanta, GA 30310 ("Lender").

WITNESSETH:

To secure payment and performance of indebtedness, terms, conditions, covenants and obligations under a Promissory Note dated June 4, 2019, in the amount of \$5,500,000.00, made by Mortgagor payable to Lender (the "Note"), this Mortgage, that certain Asset Purchase Agreement of this date by and between Mortgagor (as Purchaser) and Lender (as Seller) (the "Asset Purchase Agreement" and, together with the Note, this Mortgage and the other documents referenced in the Asset Purchase Agreement, the "Loan Documents"), and any renewals, extensions, novations or modifications of the foregoing (collectively the "Obligations"), and in consideration of these premises and for other consideration, Mortgagor does mortgage, grant and convey unto Lender, its successors and assigns, all of Mortgagor's right, title and interest now owned or hereafter acquired in and to each of the following (collectively, the "Property"): (i) all that land in the County of Flagler, State of Florida described in EXHIBIT A attached hereto and made part hereof (the "Land"); (ii) all buildings and improvements now or hereafter erected on the Land; (iii) all fixtures, machinery, equipment and other articles of real, personal or mixed

property attached to, situated or installed in or upon, or used in the operation or maintenance of, the Land or any buildings or improvements situated thereon, whether or not such real, personal or mixed property is or shall be affixed to the Land; (iv) all building materials, building machinery and building equipment delivered on site to the Land during the course of, or in connection with, any construction, repair or renovation of the buildings and improvements situated or to be situated thereon; (v) all present and future leases, subleases, licenses or occupancy agreements of all or any part of the Land or any buildings or improvements situated thereon, or of any other of the Property, now or hereafter in effect, and all extensions, renewals, and modifications thereof, and any options, rights of first refusal or guarantees relating thereto (collectively the "Leases"); (vi) all rents, income, receipts, reserves, revenues, security deposits, issues, profits, awards and payments of any kind arising or payable under any of the Leases or otherwise arising from the Land, all security deposits and escrow accounts made by any tenant or subtenant under any Lease, all awards and payments of any kind derived from or relating to any Lease including, without limitation, claims for the recovery of damages to the Property by proceeds of any insurance policy or otherwise, claims for damages resulting from acts of insolvency or bankruptcy, lump sum payments for the cancellation or termination of any Lease, awards payable by reason of condemnation action or the exercise of any right of first refusal or option to purchase, payments made by tenants in lieu of rent, and the return of any insurance premiums or ad valorem tax payments made in advance and subsequently refunded, and the proceeds of any rental insurance carried by Mortgagor on the Property (collectively, the "Rents"); (vii) all contract rights, accounts, deposit accounts, commercial tort claims, chattel paper, instruments, letter of credit rights, and general intangibles relating to the Land or the use, occupancy, maintenance, construction, repair or operation thereof; all management agreements, franchise agreements, utility agreements and deposits; all maps, plans, surveys and specifications; all warranties and guaranties; all permits, licenses and approvals; and all insurance policies; (viii) all estates, rights, tenements, hereditaments, privileges, easements, and appurtenances of any kind benefiting the Land; all means of access to and from the Land, whether public or private; and all water and mineral rights; and (ix) all "Proceeds" of any of the above-described property, which term shall have the meaning given to it in the Uniform Commercial Code of the jurisdiction where this Mortgage is recorded (the "UCC"), whether cash or non-cash, and including insurance proceeds and condemnation awards; and all replacements, substitutions and accessions thereof.

TO HAVE AND TO HOLD the Property and all the estate, right, title and interest, in law and in equity, of Mortgagor's in and to the Property unto Lender, its successors and assigns, forever.

Mortgagor WARRANTS AND REPRESENTS that Mortgagor is lawfully seized of the Property, in fee simple, absolute, that Mortgagor has the legal right to convey and encumber the same, and that the Property is free and clear of all liens and encumbrances, except for those matters specifically identified as exceptions in the policy of title insurance accepted by Lender in connection herewith (the "Permitted Exceptions"). Mortgagor further warrants and will forever defend all and singular the Property and title thereto to Lender and Lender's successors and assigns, against the lawful claims of all persons whomsoever subject to the Permitted Exceptions.

PROVIDED ALWAYS that if (i) all the Obligations are paid in full, and (ii) each and every representation, warranty, agreement, covenant and condition of this Mortgage, and the other Loan Documents, are complied with, performed and abided by, then this Mortgage and the estate hereby created shall cease and be null, void, and Lender shall cause this Mortgage to be canceled of record.

To protect the security of this Mortgage, Mortgagor further represents and warrants to and agrees with Lender as follows:

1. **Payment of Obligations.** That the Obligations shall be timely paid and performed in all material respects.

2. **Future Advances.** This Mortgage is given to secure not only existing Obligations, but also future advances entered into with Lender, within 20 years of the date of this Mortgage to the same extent as if such future advances were made on the date of the execution of this Mortgage. The principal amount that may be so secured may decrease or increase from time to time, but the total amount so secured at any one time shall not exceed two (2) times the stated principal amount of the Note, plus all interest, costs, reimbursements, fees and expenses due under this Mortgage and secured hereby. Mortgagor shall not execute any document that impairs or otherwise impacts the priority of any existing or future Obligations secured by this Mortgage. Nothing herein obligates Lender to provide credit in excess of the indebtedness evidenced by the Note.

3. **Grant of Security Interest in Personal Property.** This Mortgage constitutes a security agreement under the UCC and shall be deemed to constitute a fixture financing statement. Mortgagor hereby grants a security interest in any personal property included in the Property. On request of Lender, Mortgagor will execute one or more (i) Financing Statements in form and substance reasonably satisfactory to Lender and will pay all reasonable, out-of-pocket costs and expenses of filing the same in all public filing offices, where filing is reasonably deemed desirable by Lender, and (ii) at Mortgagor's expense, control agreements in form and substance satisfactory to Lender and obtain the execution of such control agreement(s) by the custodian of the collateral and by such other persons as Lender shall direct. Lender is authorized to file Financing Statements relating to the Property without Mortgagor's signature where permitted by law and Mortgagor hereby authorizes Lender to file any Financing Statements reasonably deemed necessary by Lender. Mortgagor appoints Lender as its attorney-in-fact to execute such documents necessary to perfect Lender's security interest on Mortgagor's behalf, including but not limited to control agreements and Financing Statements. The appointment is coupled with an interest and shall be irrevocable as long as any Obligations remain outstanding. Mortgagor represents and warrants to Lender that the address shown above for Mortgagor is its chief executive office, such location being referred to as Mortgagor's "Location." Mortgagor shall not change its Location without notifying Lender not less than thirty (30) days in advance thereof.

4. **Leases, Subleases and Easements.** Mortgagor shall maintain, enforce and cause to be performed in a commercially reasonable manner all of the terms and conditions under any lease, sublease, easement and other agreement which may constitute a portion of the Property.

5. **Required Insurance.** (a) Mortgagor shall maintain with respect to the Property: (i) during construction of any improvements on the Property, "all-risk" builders risk insurance which must include windstorm, hail damage, fire and vandalism (non-reporting Completed Value with Special Cause of Loss form), in an amount not less than the completed replacement value of the improvements under construction, naming Lender as mortgagee and loss payee; (ii) upon completion of construction, upon occupancy of any improvements, and at all other times, insurance against loss or damage by fire and other casualties and hazards by insurance written on an "all risks" basis, including malicious mischief, collapse and sinkhole coverage, in an amount not less than the replacement cost thereof, including coverage for loss of rents or business interruption if applicable, naming Lender as loss payee and mortgagee; (iii) if the Property is required to be insured pursuant to the National Flood Reform Act of 1994, and the regulations promulgated thereunder, flood insurance is required in the amount equal to the lesser of the loan amount or maximum available under the National Flood Insurance Program, but in no event should the amount of coverage be less than the value of the improved structure, naming Lender as mortgagee and loss payee. If, after closing, the Property (or any part thereof) is remapped and if the vertical improvements are determined to be located in a special flood hazard area, Mortgagor must obtain and maintain a flood insurance policy. If, within forty-five (45) days of receipt of notification from Lender that the Property has been reclassified by FEMA as being located in a special flood hazard area, Mortgagor has not provided sufficient evidence of flood insurance, Lender is mandated under federal law to purchase flood insurance on behalf of Mortgagor, and Lender will add the associated costs to the principal balance of the Note; (iv) as applicable, insurance which complies with the workers' compensation and employers' liability laws of all states in which Mortgagor shall be required to maintain such insurance; and (v) liability insurance providing coverage in such amount as Lender may require but in no event less than \$1,000,000.00 combined single limit, naming Lender as an additional insured; and (vi) such other insurance as Lender may reasonably require from time to time.

(b) All property insurance policies shall contain an endorsement, agreement or mortgagee riders by the insurer in form satisfactory to Lender that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Mortgagor and the further agreement (within both the property and liability policies) of the insurer waiving rights of subrogation against Lender, and rights of set-off, counterclaim or deductions against Mortgagor.

(c) All insurance policies shall be in form, provide coverages, be issued by companies and be in amounts reasonably satisfactory to Lender. At least 30 days prior to the expiration of each such policy, Mortgagor shall furnish Lender with evidence reasonably satisfactory to Lender that such policy has been renewed or replaced or is no longer required hereunder. To the extent available, all such policies shall provide that the policy will not be canceled or materially amended without at least 30 days prior written notice to Lender. In the event Mortgagor fails to provide, maintain, keep in force, and furnish to Lender the certificates of insurance evidencing the policies of insurance required by this paragraph within thirty (30) days following Lender's written notice or request, Lender may procure such insurance or single-interest insurance in such amounts, at such premium, for such risks and by such means as Lender chooses, at Mortgagor's expense; provided however, Lender shall have no responsibility to obtain any insurance, but if Lender does obtain insurance, Lender shall have no responsibility to assure that the insurance obtained shall be adequate or provide any protection to Mortgagor.

6. **Insurance Proceeds.** (a) After the occurrence of any loss to any of the Property, Mortgagor shall give prompt written notice thereof to Lender.

(b) In the event of such loss all insurance proceeds, including unearned premiums, shall be payable to Lender, and Mortgagor hereby authorizes and directs any affected insurance company to make payment of such proceeds directly to Lender and not to Lender and Mortgagor jointly. Lender is hereby authorized by Mortgagor to make proof of loss if not promptly made by Mortgagor, settle, adjust or compromise any claims for loss or damage under any policy or policies of insurance and Mortgagor appoints Lender as its attorney-in-fact to receive and endorse any insurance proceeds to Lender, which appointment is coupled with an interest and shall be irrevocable as long as any Obligations remain unsatisfied; provided, however, Lender shall only be entitled to settle claims that are less than the then outstanding amount of the Obligations. If the insurance proceeds of such casualty are expected to be in excess of then outstanding amount of the Obligations, Mortgagor will, with the consent of Lender, which consent will not be unreasonably withheld, conditioned or delayed, settle all such claims. Mortgagor shall pay the costs of collection, including reasonable attorneys' fees, of insurance proceeds payable on account of such damage or destruction. Mortgagor shall have no claim against the insurance proceeds, or be entitled to any portion thereof, and all rights to the insurance proceeds are hereby assigned to Lender as security for payment of the Obligations.

(c) In the event of any damage to or destruction of the Property, Lender shall, at the request of Mortgagor, disburse the insurance proceeds to Mortgagor for the restoration, replacement or repair of the Property in accordance with Lender's standard construction loan disbursement conditions and requirements so long as (i) no Default has occurred and is continuing; (ii) the insurance proceeds payable in connection with any casualty are sufficient to cover the costs and expenses of restoration of the Property (or, to the extent insufficient, Mortgagor proves to Lender the availability of cash in the amount of any such deficit); and (iii) restoration reasonably can be completed within the remaining term of the Loan.

7. **Minimum Standards.** In addition to the requirements set forth in the Loan Documents, all surveys, insurance, title policies, construction documents, environmental reports, payment and performance bonds, and any other due diligence or additional documents required in connection with this Loan, shall comply with Lender's minimum standards in place from time to time for such documents, which shall be provided in writing by Lender to Mortgagor upon request.

8. **Impositions; Escrow Deposit.** Mortgagor will pay all taxes, levies, assessments and other fees and charges imposed upon or which may become a lien upon the Property under any law or ordinance or under any easement agreement or covenant affecting the Property (all of the foregoing collectively "Impositions") before they become delinquent. Upon request of Lender, which Lender shall make only if Mortgagor fails to pay the Impositions or insurance premiums in accordance with the terms of this Mortgage, Mortgagor shall add to each periodic payment required under the Note the amount reasonably estimated by Lender to be sufficient to enable Lender to pay, as they come due, all Impositions and insurance premiums which Mortgagor is required to pay hereunder. Payments requested under this provision shall be supplemented or adjusted as required by Lender from time to time. Such funds may be commingled with the general funds of Lender and shall not earn interest. Upon the occurrence and during the continuance of a Default, Lender may apply such funds to pay any of the

Obligations. Upon payment in full of the Obligations, the amount of any unused escrow funds shall be paid over to Mortgagor. Notwithstanding anything to the contrary, Mortgagor shall have the right to contest in good faith the validity of any Impositions, provided: (i) such contest suspends the collection thereof or there is no danger of the Property being sold or forfeited or the lien or priority of this Mortgage impaired while such contest is pending; (ii) Mortgagor first deposits with Lender or the applicable governmental agency a bond or other security satisfactory to Lender in such amounts as Lender shall reasonably require; and (iii) Mortgagor diligently proceeds to contest such Impositions.

9. **Use of Property.** Mortgagor shall use and operate, and require its lessees or licensees to use and operate, the Property in compliance in all material respects with all applicable laws (including, for example, the Americans with Disabilities Act) and ordinances, covenants, and restrictions, and with all applicable requirements of any lease or sublease now or hereafter affecting the Property; provided, however, Mortgagor may, upon providing Lender with security reasonably satisfactory to Lender, proceed diligently and in good faith to contest the validity or applicability thereof so long as during such contest the Property shall not be subject to any lien, charge, fine or other liability and shall not be in danger of being forfeited, lost or closed or the lien or priority of this Mortgage impaired. Mortgagor shall not permit any unlawful use of the Property or any use that may give rise to a claim of forfeiture of any of the Property. Mortgagor shall not allow changes in the stated use of Property from that disclosed to Lender at the time of execution hereof without Lender's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Mortgagor shall not initiate or acquiesce to a change in the zoning, comprehensive plan or land use designation of the Property, nor apply for or allow a variance, without prior notice to, and written consent of, Lender, which consent shall not be unreasonably withheld, conditioned or delayed.

10. **Maintenance, Repairs and Alterations.** Mortgagor shall keep and maintain the Property in good condition and repair, normal wear and tear excepted, and fully protected from the elements to the reasonable satisfaction of Lender. Mortgagor will not remove, demolish or materially alter any of the buildings or other improvements on the Property without the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary, Mortgagor may sell or otherwise dispose of, free from the lien of this Mortgage, furniture, furnishings, equipment, tools, appliances, machinery, fixtures or appurtenances, subject to the lien hereof, that become worn out, undesirable or obsolete only if they are replaced concurrently with similar items of at least equal value which shall, without further action, become subject to the lien of this Mortgage. Mortgagor shall promptly notify Lender in writing of any material loss, damage or adverse condition affecting the Property.

11. **Eminent Domain.** Should the Property or any interest therein be taken or damaged by reason of any public use or improvement or condemnation proceeding ("Condemnation"), or should Mortgagor receive any notice or other information regarding such Condemnation, Mortgagor shall give prompt written notice thereof to Lender. Lender shall be entitled to all compensation, awards and other payments or relief granted in connection with such Condemnation and, at its option, may commence, appear in and prosecute in its own name or that of Mortgagor any action or proceedings relating thereto. Lender shall be entitled to make any compromise or settlement in connection with such taking or damage; provided, however, Lender shall only be entitled to settle claims that are less than the then outstanding amount of the

Obligations. If the Proceeds (defined below) are expected to be in excess of then outstanding amount of the Obligations, Mortgagor will, with the consent of Lender, which consent will not be unreasonably withheld, conditioned or delayed, settle all such claims. All compensation, awards, and damages awarded to Mortgagor related to any Condemnation (the "Proceeds") are hereby assigned to Lender and Mortgagor agrees to execute such further assignments of the Proceeds as Lender may reasonably require. Lender shall apply or pay the Proceeds in the same manner as insurance proceeds as provided herein. Mortgagor appoints Lender as its attorney-in-fact to receive and endorse the Proceeds to Lender, which appointment is coupled with an interest and shall be irrevocable as long as any Obligations remain unsatisfied.

12. **Environmental Condition of Property and Indemnity.** (a) Mortgagor warrants and represents to Lender and covenants and agrees with Lender that: (i) based solely on its review of the disclosures in the Asset Purchase Agreement and any schedule thereto and any reports obtained by Mortgagor and delivered to Lender in connection with Mortgagor's acquisition of the Property pursuant to the Asset Purchase Agreement, Mortgagor has inspected and is familiar with the environmental condition of the Property; (ii) except as may be disclosed in the Asset Purchase Agreement or any schedule thereto or in any reports obtained by Mortgagor and delivered to Lender in connection with Mortgagor's acquisition of the Property pursuant to the Asset Purchase Agreement, the Property and Mortgagor, and any occupants of the Property, are in compliance with and shall continue to be in compliance with all applicable federal, state and local laws and regulations intended to protect the environment and public health and safety, as the same may be amended from time to time ("Environmental Laws"); (iii) to Mortgagor's knowledge, based solely on its review of the disclosures in the Asset Purchase Agreement and any schedule thereto and any reports obtained by Mortgagor and delivered to Lender in connection with Mortgagor's acquisition of the Property pursuant to the Asset Purchase Agreement, the Property is not and has never been used to generate, handle, treat, store or dispose of, in any quantity, oil, petroleum products, hazardous or toxic substances, hazardous waste, regulated substances or hazardous air pollutants ("Hazardous Materials") in violation of any Environmental Laws; and (iv) all licenses, permits and other governmental or regulatory actions necessary for the Property to comply with Environmental Laws shall be obtained and maintained and Mortgagor shall assure compliance therewith.

(b) Mortgagor agrees to notify Lender immediately upon receipt of any citations, warnings, orders, notices, consent agreements, process or claims alleging or relating to violations of any Environmental Laws or to the environmental condition of the Property and shall conduct and complete all investigations and all cleanup actions necessary to comply with the Environmental Laws and to remove, in accordance with Environmental Laws, any Hazardous Materials from the Property.

(c) Mortgagor shall indemnify, hold harmless, and defend Lender from and against any and all damages, penalties, fines, claims, suits, liabilities, costs, judgments and expenses, including attorneys', consultants' and experts' fees of every kind and nature incurred, suffered by or asserted against Lender as a direct or indirect result of: (i) representations made by Mortgagor in this Section being or becoming untrue in any material respect; (ii) breach of any covenants or agreements made in this Section; (iii) Mortgagor's violation of or failure to meet the requirements of any Environmental Laws; and (iv) Hazardous Materials which, while the Property is subject to this Mortgage, exist on the Property. If Lender in its good faith determination believes that an environmental condition exists on the Property Lender shall have

the right to arrange for or conduct environmental inspections of the Property from time to time (including the taking of soil, water, air or material samples). The reasonable cost of such inspections made after the occurrence and during the continuance of a Default or which are required by laws or regulations applicable to Lender shall be borne by Mortgagor. However, Mortgagor's indemnity shall not apply to any negligent or intentional act of Lender which takes place after foreclosure or satisfaction of this Mortgage. These indemnification obligations are in addition to General Indemnification provisions set forth hereafter. Mortgagor's Obligations under this section shall continue, survive and remain in full force and effect notwithstanding the repayment of the Obligations, a foreclosure of or exercise of power of sale under this instrument, a delivery of a deed in lieu of foreclosure, a cancellation or termination of record of this instrument and the transfer of the Property. Notwithstanding the foregoing, Mortgagor shall have no liability for any loss, cost or damage imposed upon or incurred by or asserted against Lender to the extent that such loss, cost or damage, arose solely by actions, conditions or events relating to the Hazardous Materials placed in, on, above or under the Property (x) attributable to the gross negligence or willful misconduct of Lender, its employees, agents and/or contractors; (y) prior to the date that Mortgagor acquired title to the Property or (z) after the date that Mortgagor no longer has title to and possession of the Property.

13. **Appraisals.** Mortgagor agrees that Lender may, from time to time, obtain an appraisal of the Property when required by governmental regulations or when Lender shall reasonably deem an appraisal necessary or desirable; provided, in such case, Lender shall not obtain an appraisal of the Property more than once per calendar year unless a Default has occurred and is continuing. Such appraisals shall be performed by an independent third party appraiser selected by Lender. The reasonable cost of such appraisals shall be borne by Mortgagor. If requested by Lender, Mortgagor shall execute an engagement letter addressed to the appraiser selected by Lender. Mortgagor's failure or refusal to sign such an engagement letter, however, shall not impair Lender's right to obtain such an appraisal. Mortgagor agrees to pay the reasonable cost of such appraisal within thirty (30) days after receiving an invoice for such appraisal.

14. **Inspections.** Lender, or its representatives or agents, are authorized to enter at any reasonable time and upon such advance notice as may be reasonable under the circumstances (which may be none if an emergency exists which affects the Property, its occupants or Lender's security interest in the Property) upon any part of the Property for the purpose of inspecting the Property and for the purpose of performing any of the acts it is authorized to perform under the terms of this Mortgage; provided, however, Lender shall endeavor to minimize any disruption to Mortgagor's business during such inspection of the Property.

15. **Liens and Subrogation.** (a) Mortgagor shall pay, discharge, or transfer to bond or other security all liens, claims and encumbrances (other than the lien of the Loan Documents) upon the Property within fifteen (15) days of Mortgagor becoming aware of such lien, claim or encumbrance. Mortgagor shall have the right to contest in good faith the validity of any such lien, claim or encumbrance, provided: (i) such contest suspends the collection thereof or there is no danger of the Property being sold or forfeited or the lien or priority of this Mortgage impaired while such contest is pending; (ii) Mortgagor first deposits with Lender a bond or other security satisfactory to Lender in such amounts as Lender shall reasonably require; and (iii) Mortgagor thereafter diligently proceeds to cause such lien, claim or encumbrance to be removed and discharged.

(b) Lender shall be subrogated to any liens, claims and encumbrances against Mortgagor or the Property that are paid or discharged through payment by Lender or with loan proceeds, notwithstanding the record cancellation or satisfaction thereof.

16. **Waiver of Mortgagor's Rights.** (a) To the fullest extent permitted by law, Mortgagor waives the benefit of all laws now existing or that hereafter may be enacted providing for (i) any appraisal before sale of any portion of the Property, (ii) in any way extending the time for the enforcement of the collection of the Note or the debt evidenced thereby or any of the other Obligations, rights under the fifth and fourteenth amendments to the Constitution of the United States and any similar rights under the constitutions of any state, and any rights to hearing prior to the exercise by Lender of any right, power, or remedy herein provided to Lender.

(b) To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or seek to take the benefit or advantage of any law now or hereafter in force providing for any exemption (including homestead exemption), appraisal, valuation, stay, extension or redemption, and Mortgagor for itself and its heirs, devisees, representatives, successors and assigns, and for any and all persons claiming any interest in the Property, to the extent permitted by law, hereby waive and release all rights of valuation, appraisal, redemption, stay of execution, the benefit of all exemption laws, notice of election to mature or declare due the whole of the secured indebtedness and marshalling in the event of foreclosure of the liens hereby created. Mortgagor further waives any and all notices including, without limitation, notice of intention to accelerate and of acceleration of the Obligations.

17. **Payments by Lender.** Upon the occurrence and during the continuance of a Default in the timely payment or performance of any of the Obligations, Lender, at its option and without any duty on its part to determine the validity or necessity thereof, may pay the sums for which Mortgagor is obligated. Further, Lender may pay such sums as Lender reasonably deems appropriate for the protection and maintenance of the Property including, without limitation, sums to pay Impositions and other levies, assessments or liens, maintain insurance, make repairs, secure the Property, maintain utility service, intervene in any condemnation, make advances under a construction loan to enable completion of construction and pay reasonable attorneys' fees and other reasonable fees and costs to enforce this Mortgage or protect the lien hereof (including foreclosure) or collect the Obligations, without limitation, including those incurred in any proceeding including Bankruptcy or arbitration. Any amounts so paid shall bear interest at the default rate stated in the Note and shall be secured by this Mortgage.

18. **Indemnification.** Mortgagor shall protect, indemnify and save harmless Lender from and against all losses, liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Damages") imposed upon, incurred by or asserted against Lender on account of (i) the Loan Documents or any failure or alleged failure of Mortgagor to comply with any of the terms or representations of this Mortgage and the Loan Documents; (ii) any claim of loss or damage to the Property or any injury or claim of injury to, or death of, any person or property that may be occasioned by any cause whatsoever pertaining to the Property or the use, occupancy or operation thereof, (iii) any failure or alleged failure of Mortgagor to comply with any law, rule or regulation applicable to the Property or the use, occupancy or operation of the Property (including, without limitation, the failure to pay any taxes, fees or other charges), provided that

such indemnity shall be effective only to the extent of any Damages that may be sustained by Lender in excess of any net proceeds received by it from any insurance of Mortgagor (other than self-insurance) with respect to such Damages, (iv) any Damages whatsoever by reason of any alleged action, obligation or undertaking of Lender relating in any way to or any matter contemplated by the Loan Documents, (v) any claim for brokerage fees or such other commissions relating to the Property or any other Obligations, or (vi) any and all liability arising from any leases related to the Property. Nothing contained herein shall require Mortgagor to indemnify Lender for any Damages resulting from Lender's gross negligence or its willful and wrongful acts. The indemnity provided for herein shall survive payment of the Obligations and shall extend to the officers, directors, employees and duly authorized agents of Lender. In the event the Lender incurs any Damages arising out of or in any way relating to the transaction contemplated by the Loan Documents (including any of the matters referred to in this section), the amounts of such Damages shall be added to the Obligations, shall bear interest, to the extent permitted by law, at the interest rate borne by the Obligations from the date incurred until paid and shall be payable on demand.

19. **Assignment of Rents.** (a) Mortgagor hereby absolutely assigns and transfers to Lender all of Mortgagor's right, title and interest in and to the Leases and the Rents. Mortgagor appoints Lender as its irrevocable attorney in fact to appear in any actions and to collect any awards or payments.

(b) Prior to delivery of the security deposits to Lender or Lender's designee, Mortgagor shall maintain the security deposits in a separate, identifiable account in a bank reasonably acceptable to Lender. After default and upon demand by Lender, Mortgagor shall deliver the security deposits to Lender or Lender's designee. Upon delivery of the security deposits to Lender, the Lender will hold the security deposits pursuant to the terms of the Leases in respect of which such security deposits were obtained by Mortgagor. Provided, however, in no event shall Lender be liable under any Lease of any part of the Property for the return of any security deposit in any amount in excess of the amount delivered to the Lender by Mortgagor.

(c) This assignment is intended to be and constitutes an unconditional, absolute and present assignment from Mortgagor to Lender of all of Mortgagor's right, title and interest in and to the Leases and Rents (subject to the terms and conditions hereof), and not an assignment in the nature of a pledge of such Leases and Rents or the mere grant of a security interest therein. Notwithstanding that this Assignment is effective immediately, so long as there shall exist no default by Mortgagor in the payment and performance of the Obligations or in the performance of any obligation or agreement in any Lease, Mortgagor shall have the privilege under a revocable license to collect as they become due, but not prior to accrual, all Rents from the Property and to receive and hold the same. Mortgagor shall receive and hold such Rents in trust as a fund to be applied to the payment of real estate taxes, insurance, maintenance, repair and Lease obligations with respect to the Property and to the payment of interest and principal and other sums becoming due under the Obligations, before retaining and/or disbursing any part of the Rents for any other purpose.

(d) Mortgagor represents and warrants to Lender as follows: (i) Mortgagor is the sole owner of the entire lessor's interest in the Leases and the Rents thereunder and such interest is free and clear of all liens and encumbrances; (ii) no other assignment of any interest in any of the Leases or Rents has been made; (iii) the Leases submitted to Lender are true and

complete copies of all of the Leases now existing, and there have been no written or oral modifications thereto; (iv) the Leases are in full force and effect and there is no existing default by Mortgagor or, to the best of Mortgagor's knowledge, by any tenant under any of the Leases; (v) Mortgagor has not accepted Rent under any Lease more than thirty (30) days in advance of its accrual (other than security deposits), and payment thereof has not otherwise been forgiven, discounted or compromised except to the extent permitted or required in present Leases; (vi) Mortgagor has not received any funds or deposits from any tenant except as expressly provided for in a Lease; and (vii) to Mortgagor's knowledge, no tenant has used or placed on the Property any Hazardous Materials in violation of any Environmental Laws.

(e) Mortgagor agrees that from the date of this Assignment and until final payment of all of the Obligations, unless Lender shall otherwise consent in writing, which consent shall not be unreasonably withheld, conditioned or delayed, Mortgagor will: (i) perform in all material respects all of the obligations imposed upon Mortgagor under the Leases; (ii) not collect any of the Rents in advance of the time when the same become due (other than security deposits); (iii) not discount any future accruing Rents except to the extent permitted or required in present Leases; (iv) not execute any other assignment of Leases or Rents; (v) not materially change the terms of or otherwise materially amend or modify any of the Leases; (vi) not subordinate the Leases to any mortgage or other encumbrance; (vii) not consent to any assignment of or subletting under the Leases; and (viii) not enter into any Lease subsequent to the date hereof nor terminate, agree to cancel or surrender any Lease, except in the event of a material default of the applicable tenant thereunder. Any attempted amendment, cancellation or other modification of any Lease in contravention of the foregoing shall be null and void. Mortgagor further covenants and agrees to furnish to Lender, within thirty (30) days of demand, certified true copies and/or originals of all existing Leases and any subsequent Leases, and any modifications or amendments thereto.

(f) Notwithstanding the automatic applicability of this assignment to all future Leases, Mortgagor agrees to assign to Lender all future Leases and to execute and/or deliver to Lender all such Leases and, if requested by Lender, assignments thereof in form reasonably acceptable to Lender.

(g) Notwithstanding any legal presumption to the contrary, Lender shall not be obligated by reason of its acceptance of this assignment to perform any obligation of Mortgagor under any of the Leases, and Lender shall not, prior to entry upon and actually taking physical possession of the Property, be deemed a mortgagee in possession. This assignment shall not operate to place responsibility upon Lender for the control, care, management or repair of the Property or for the carrying out of any of the terms and conditions of the Leases or to make Lender responsible or liable for any waste committed on the Property by any lessee or any other party, for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property. Lender assumes no liability for any security deposited or rent prepaid by any lessee with assignor, unless and until such deposits or prepaid rents are delivered to Lender.

(h) Mortgagor shall, and does hereby agree, to indemnify Lender for, and to hold Lender harmless from, any and all liability, loss or damage which may or might be incurred under the Leases or under or by reason of this assignment and from any and all claims and

demands whatsoever which may be asserted against Lender by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases, except to the extent that such liability, loss or damage is caused by the gross negligence or willful misconduct of Lender. Mortgagor hereby agrees to defend, at its own cost and expense, any action brought against itself or Lender relative to the Leases or this Assignment.

(i) Notwithstanding anything to the contrary set forth in the Note, or any other Loan Document, there shall be no cure or grace period with respect to Mortgagor's default which must expire prior to Lender's right to collect the rents, issues, income and profits and there shall be no condition precedent other than Mortgagor's default to Lender's right to collect such rents, issues, income and profits. Upon any occurrence of default, the license granted to Mortgagor herein shall be immediately and automatically revoked without notice to or demand upon Mortgagor, and Lender shall have the right, in its discretion, without notice, by agent or by a receiver appointed by the court, and without regard to the adequacy of any security for the Obligations, to (i) enter upon and take possession of the Property, (ii) notify tenants, subtenants and any property manager to pay Rents to Lender or its designee, and upon receipt or such notice such persons are authorized and directed to make payment as specified in the notice and disregard any contrary direction or instruction by Mortgagor, (iii) sue in its own name for or otherwise collect the Rents, including those past due, (iv) have, hold, manage, lease and operate the Property, (v) collect and receive all Rents, (vi) make from time to time all alterations, renovations, repairs or replacements to the Property as Lender may deem proper. Mortgagor hereby irrevocably authorizes and directs the tenants under the Leases, upon receipt of written notice from Lender, to pay all Rents due under the Leases to Lender without the necessity of any inquiry to Mortgagor and without any liability respecting the determination of the actual existence of any default claimed by Lender or any claim by Mortgagor to the contrary. Lender may apply such Rents to the payment of: (i) the Obligations, including without limitation all reasonable, out of pocket costs and reasonable attorneys' fees, (ii) all taxes, charges, claims, assessments, water rents, sewer rents and any other liens which may be prior in lien or payment to the Obligations, and premiums for insurance, with interest on all such items, and (iii) the cost of all alterations, repairs, replacements and expenses incident to taking and retaining possession of the Property and the management and operation thereof; all in such order or priority as Lender in its sole discretion may determine. Lender may: (i) endorse as Mortgagor's attorney-in-fact the name of Mortgagor or any subsequent owner of the Property on any checks, drafts or other instruments received in payment of the Rents, and deposit the same in bank accounts, which power of attorney is coupled with an interest and shall be irrevocable; (ii) give proper receipts, releases and acquittances in relation thereto in the name of Mortgagor, (iii) institute, prosecute, settle or compromise any summary or legal proceedings in the name of Mortgagor for the recovery of the Rents, or for damage to the Property, or for the abatement of any nuisance thereon, and (iv) defend any legal proceedings brought against Mortgagor arising out of the operation of the Property. Any reasonable, out-of-pocket charges, expenses or fees, including reasonable attorneys' fees and costs, incurred by Lender in connection with any of the foregoing shall be included in the Obligations, and shall be due and payable on demand, together with interest at the default rate set forth in the Note, such interest to be calculated from the date of such advance to the date of repayment thereof.

(j) Mortgagor shall, from time to time, without charge and within fifteen (15)

days after requested by Lender, execute, acknowledge and deliver, and cause each tenant under the Leases to execute, acknowledge and deliver to Lender a written statement, in form and substance reasonably satisfactory to Lender, certifying to certain matters relating to the Leases, including without limitation: (i) the commencement and expiration dates of the Leases and the dates when any rents, charges and other sums commenced to be payable thereunder, (ii) that the Leases are unmodified and in full force and effect (or, if modified, stating the nature of such modifications and that the Leases as so modified are in full force and effect), (iii) the amount of Rents (including a breakdown thereof) payable under the Leases and the dates to which the Rents and other charges under the Leases have been paid in advance, and (iv) whether there are any uncured defaults by Mortgagor or tenant or any setoffs or defenses against enforcement of any terms or conditions under any Lease.

(k) Notwithstanding the privilege and license granted by Lender herein, Lender, and not Mortgagor, shall be deemed to be the creditor of each tenant in respect of any assignment for the benefit of creditors, bankruptcy, reorganization, insolvency, dissolution or receivership proceedings affecting such tenant. Lender shall have the option to have any money received by Lender as such creditor applied to reduce the Obligations or paid over to Mortgagor. Lender shall have the right to file claims in any such proceedings and to otherwise pursue creditor's rights therein. If Mortgagor learns that any tenant has become the subject of such a proceeding, Mortgagor shall give Lender prompt notice thereof.

20. Due on Sale or Further Encumbrance or Transfer of an Interest in Mortgagor. (a) Without the prior written consent of Lender in each instance, Mortgagor shall not (i) sell, convey, transfer or encumber the Property, or any part thereof or interest therein, whether legal or equitable, (ii) cause or permit any transfer of the Property or any part thereof, whether voluntarily, involuntarily or by operation of law, or (iii) enter into any agreement or transaction to transfer, or accomplish in form or substance a transfer, of the Property. A "transfer" of the Property includes: (a) the direct or indirect sale, transfer or conveyance of the Property or any portion thereof or interest therein; (b) the execution of an installment sale contract or similar instrument affecting all or any portion of the Property; (c) if Mortgagor or any general partner or member of Mortgagor, is a corporation, partnership, limited liability company, trust or other business entity, the transfer (whether in one transaction or a series of transactions) of any stock, partnership, limited liability company or other ownership interests in such corporation, partnership, limited liability company or entity including, without limitation, changes in stockholders, partners, members, managers, trustees, beneficiaries, or their respective interests; (d) if Mortgagor, or any general partner or member of Mortgagor, is a corporation, the creation or issuance of new stock by which an aggregate of more than 10% of such corporation's stock shall be vested in a party or parties who are not now stockholders; and (e) an agreement by Mortgagor leasing all or a substantial part of the Property for other than actual occupancy by a space tenant thereunder or a sale, assignment or other transfer of or the grant of a security interest in and to any Leases. Notwithstanding the foregoing, however, shares in Mortgagor and shares in any shareholder of Mortgagor shall be freely transferable without the consent of Lender so long as following such transfer, no more than 49% of the beneficial economic interest in Mortgagor (whether directly or indirectly) has been transferred in the aggregate and the persons responsible for the management and control of the Property and Mortgagor as of the date hereof remain in legal, beneficial and actual control and management of the Property and Mortgagor.

(b) Any consent given by Lender shall only apply to the specific transaction for which it was granted and shall not apply or be deemed granted for any other transaction.

(c) Lender's consent to any conveyance or encumbrance may be conditioned upon (i) an increase in the interest rate specified in the Note (or other Obligations), (ii) an extension or curtailment of the maturity of the Obligations, and other modification of the Note, the Loan Agreement, this Mortgage or the other Loan Documents, (iii) the payment of a fee for consideration of the giving of consent, and (iv) payment of the reasonable, out-of-pocket fees and costs incurred by Lender for the review of the request by Lender's counsel, accountants and other professionals.

21. **Remedies of Lender on Default.** (a) The failure of Mortgagor or any other person liable to pay or perform any of the Obligations within thirty (30) days after written notice of such failure ("Default Notice") is a default under this Mortgage ("Default"); provided, however, that if such Default is a non-monetary Default and is susceptible of cure but such cure cannot be accomplished with reasonable diligence within such thirty (30) day period, and if Mortgagor commences to cure such Default promptly after receipt of the Default Notice, and thereafter prosecutes the curing of such Default with reasonable diligence, such period of time shall be extended for such period of time as may be necessary to cure such Default with reasonable diligence but in any event not to exceed ninety (90) days from receipt the Default Notice. Additionally, any other Default or event of default under the Note or any other Loan Document shall constitute a Default hereunder. Upon the occurrence of Default the following remedies are available, without limitation, to Lender: (i) Lender may exercise any or all of Lender's remedies under this Mortgage or other Loan Documents including, without limitation, acceleration of the maturity of all payments and Obligations; (ii) Lender may take immediate possession of the Property or any part thereof (which Mortgagor agrees to surrender to Lender) and manage, control or lease the same to such persons and at such rental as it may deem proper and collect and apply Rents to the payment of: (a) the Obligations, including without limitation all reasonable out-of-pocket costs and reasonable attorneys' fees; (b) all Impositions and any other levies, assessments or liens which may be prior in lien or payment to the Obligations, and premiums for insurance, with interest on all such items; and (c) the cost of all alterations, repairs, replacements and expenses incident to taking and retaining possession of the Property and the management and operation thereof; all in such order or priority as Lender in its sole discretion may determine. The taking of possession shall not prevent concurrent or later proceedings for the foreclosure sale of the Property; (iii) Lender may apply to any court of competent jurisdiction for the appointment of a receiver for all purposes including, without limitation, to manage and operate the Property or any part thereof, and to apply the Rents therefrom as hereinabove provided. In the event of such application, Mortgagor consents to the appointment of a receiver, and agrees that a receiver may be appointed without notice to Mortgagor, without regard to whether Mortgagor has committed waste or permitted deterioration of the Property, without regard to the adequacy of any security for the Obligations, and without regard to the solvency of Mortgagor or any other person, firm or corporation who or which may be liable for the payment of the Obligations; and (iv) Lender may seek to foreclose the lien of this Mortgage on all or part of the Property, in such order and in such manner, as Lender shall deem appropriate in its sole discretion.

(b) In addition, Lender may exercise any or all of the remedies available to a secured party under the UCC, including, without limitation: (i) either personally or by means of a

court appointed receiver, commissioner or other officer, take possession of all or any of the personal property and exclude therefrom Mortgagor and all others claiming under Mortgagor, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of Mortgagor in respect of the personal property or any part thereof. In the event Lender demands or attempts to take possession of the personal property in the exercise of any rights under any of the Loan Documents, Mortgagor promises and agrees to promptly turn over and deliver complete possession thereof to Lender; (ii) without notice to or demand upon Mortgagor, make such payments and do such acts as Lender may deem necessary to protect its security interest in the personal property, including, without limitation, paying, purchasing, contesting or compromising any encumbrance, charge or lien which is prior to or superior to the security interest granted hereunder and, in exercising any such powers or authority, to pay all expenses incurred in connection therewith; (iii) require Mortgagor to assemble the personal property or any portion thereof, at the mortgaged premises, and promptly to deliver such personal property to Lender, or an agent or representative designated by it. Lender, and its agents and representatives, shall have the right to enter upon any or all of Mortgagor's premises and property, to exercise Lender's rights hereunder; (iv) sell, lease or otherwise dispose of the personal property at public or private sale, with or without having the personal property at the place of sale, and upon such terms and in such manner as Lender may determine. Lender may be a purchaser at any such sale subject to the limitations imposed by the UCC; (v) unless the personal property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender shall give Mortgagor at least 10 days' prior written notice of the time and place of any public sale of the personal property or other intended disposition thereof. Such notice may be delivered to Mortgagor at the address set forth at the beginning of this Mortgage and shall be deemed to be given as provided herein; and (vi) any sale made pursuant to the provisions of this subsection shall be deemed to have been a public sale conducted in a commercially reasonable manner if held contemporaneously with the sale of all or a portion of the other Mortgaged Property under power of sale as provided herein or otherwise upon giving the same notice with respect to the sale of the personal property hereunder as is required for such sale of the other Mortgaged Property under power of sale or otherwise, and such sale shall be deemed to be pursuant to a security agreement covering both real and personal property under the UCC.

22. **Mortgagor's Acquisition of Fee Estate.** As to any portion of the Property as to which Mortgagor's interest is owned solely as leasehold, if Mortgagor, so long as any portion of the Note remains unpaid, shall become the owner and holder of the fee title to the Property, the lien of this Mortgage shall be spread to cover Mortgagor's fee title to the Property, and the fee title shall be included in the Property without further action by Mortgagor or Mortgagee. Mortgagor agrees, at its sole cost and expense, including without limitation Mortgagee's reasonable attorney's fees, to:

- (i) Execute any and all documents or instruments necessary to subject its fee title to the Property to the lien of this Mortgage; and
- (ii) Provide a title insurance policy or endorsement which shall insure that the lien of this Mortgage is a first lien on Mortgagor's fee title to the Property.

23. **Miscellaneous Provisions.** Mortgagor agrees to the following: (i) All remedies available to Lender with respect to this Mortgage or available at law or in equity shall be

cumulative and may be pursued concurrently or successively. No delay by Lender in exercising any remedy shall operate as a waiver of that remedy or of any Default. Neither any payment by Lender nor acceptance by Lender of any partial payment shall constitute a waiver by Lender of any Default; (ii) Mortgagor represents that Mortgagor (a) is a corporation duly organized, validly existing and in good standing under the laws of its state of organization, and is authorized to do business in each other jurisdiction wherein its ownership of property or conduct of business legally requires such authorization (b) has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated; and (c) has the power and authority to execute, deliver and perform, and by all necessary action has authorized the execution, delivery and performance of, all of its obligations under this Mortgage and any other Loan Document to which it is a party; (iii) The provisions hereof shall be binding upon and inure to the benefit of Mortgagor, its heirs, personal representatives, legal representatives, successors and assigns including, without limitation, subsequent owners of the Property or any part thereof, and shall be binding upon and inure to the benefit of Lender, its successors and assigns and any future holder of the Note or other Obligations; (iv) Any notices, demands or requests shall be sufficiently given Mortgagor if in writing and mailed or delivered to the address of Mortgagor shown above or to another address as provided herein and to Lender if in writing and mailed or delivered to

_____ ,
 or such other address as Lender may specify from time to time, and in the event that Mortgagor changes Mortgagor's address at any time prior to the date the Obligations are paid in full, Mortgagor shall promptly give written notice of such change of address to Lender by registered or certified mail, return receipt requested, all charges prepaid. Notices to Lender must include the mail code; (v) This Mortgage may not be changed, terminated or modified orally or in any manner other than by an instrument in writing signed by the parties hereto; (vi) The captions or headings at the beginning of each paragraph hereof are for the convenience of the parties and are not a part of this Mortgage; (vii) If the lien of this Mortgage is invalid or unenforceable as to any part of the Obligations, the unsecured portion of the Obligations shall be completely paid (and all payments made shall be deemed to have first been applied to payment of the unsecured portion of the Obligations) prior to payment of the secured portion of the Obligations and if any clause, provision or obligation hereunder is determined invalid or unenforceable the remainder of this Mortgage shall be construed and enforced as if such clause, provision or obligation had not been contained herein; (viii) This Mortgage shall be governed by and construed under the laws of the jurisdiction where this Mortgage is recorded; and (ix) Mortgagor by execution and Lender by acceptance of this Mortgage agree to be bound by the terms and provisions hereof.

24. Limitation on Power of Attorney. With respect to any provision of this Mortgage or any other Loan Document whereby Mortgagor grants to Lender a power-of-attorney or the right to make protective advances, provided no Default has occurred and is continuing under this Mortgage, Lender shall first give Mortgagor written notice at least five (5) days prior to acting, which notice shall demand that Mortgagor first take the proposed action within such period and advising Mortgagor that if it fails to do so, Lender will so act; provided, however, that, in the event that a Default has occurred and is continuing, or if necessary to prevent imminent death, serious injury, damage, loss, forfeiture or diminution in value to the Property or any surrounding property, to prevent any adverse effect on Lender's interest in the Property, or to prevent the impairment of the lien or priority of this Mortgage, Lender may act immediately and without first giving such notice. In such event, Lender will give Mortgagor notice of such action as soon thereafter as reasonably practical.

25. **WAIVER OF JURY TRIAL.** MORTGAGOR AND LENDER KNOWINGLY, INTENTIONALLY, VOLUNTARILY AND IRREVOCABLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BETWEEN MORTGAGOR AND LENDER IN CONNECTION WITH OR ARISING OUT OF THIS MORTGAGE AND THE TRANSACTIONS RELATED HERETO.

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FCC RD

IN WITNESS WHEREOF, Mortgagor has signed this instrument as of the day and year first above written.

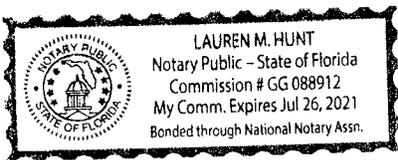
<p>Signed and sealed in the presence of:</p> <p><i>[Signature]</i> Print Name: <u>Albert Diaz-Silveira</u></p> <p><i>[Signature]</i> Print Name: <u>Colleen M. Grady</u></p>	<p>MORTGAGOR:</p> <p>MARINELAND LEISURE, INC., a Florida corporation</p> <p>By: <i>[Signature]</i> Name: <u>Eduardo Albor</u> Its: <u>President</u></p> <p>SEAL</p>
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STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 31st day of May, 2019, by Eduardo Albor, the President of **MARINELAND LEISURE, INC.**, a Florida corporation on behalf of the corporation. He/She is personally known to me or has produced a driver's license as identification.

Notary Seal

[Signature], Notary Public
Lauren M. Hunt
(Printed Name of Notary)



Commission Expires: _____

Commission Number: _____

EXHIBIT A
(Land)

A PART OF SECTION 6, TOWNSHIP 10 SOUTH, RANGE 31 EAST AND PART OF TRACTS 1 AND 2 IN DUPONT ESTATES SUBDIVISION AS RECORDED IN PLAT BOOK 3 PAGE 17 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE COUNTY LINE BETWEEN FLAGLER COUNTY AND ST. JOHNS COUNTY ALSO BEING THE NORTH LINE OF SAID SECTION 6, WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 89 DEGREES 19 MINUTES 00 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 181.65 FEET TO A POINT ON THE ATLANTIC OCEAN MEANDER LINE; THENCE SOUTH 20 DEGREES 05 MINUTES 07 SECONDS EAST ALONG SAID MEANDER LINE, A DISTANCE OF 949.10 FEET; THENCE SOUTH 69 DEGREES 38 MINUTES 20 SECONDS WEST, A DISTANCE OF 253.68 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD A-1-A; THENCE NORTH 20 DEGREES 21 MINUTES 40 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 130.26 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE TO THE EAST AND HAVING A RADIUS OF 2824.93 FEET; THENCE CONTINUE ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 346.12 FEET TO THE POINT OF TANGENT OF SAID CURVE, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 16 DEGREES 49 MINUTES 47 SECONDS WEST, 345.91 FEET; THENCE NORTH 13 DEGREES 20 MINUTES 10 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY LINE 538.79 FEET TO THE POINT OF BEGINNING. THE LANDS THUS DESCRIBED BEING THE SAME LANDS DESCRIBED IN OFFICIAL RECORDS 734 PAGE 868 PARCEL ONE: ATTRACTION EAST OF ROAD AND BOARDWALK EAST OF ROAD (EAST OF ATTRACTION) AND SNACK BAR (FUDGE KITCHEN), OFFICIAL RECORDS 1464 PAGE 1203 AND OFFICIAL RECORDS 1464 PAGE 1206 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

AND

A PART OF TRACTS 4 AND 5 IN DUPONT ESTATES SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGE 17 OF PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE COUNTY LINE BETWEEN FLAGLER COUNTY AND ST. JOHNS COUNTY, WITH THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. A-1-A (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED): THENCE SOUTH 13 DEGREES 20 MINUTES 10 SECONDS EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 555.77 FEET TO THE POINT OF CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2904.93 FEET; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 44.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 13 DEGREES 46 MINUTES 25 SECONDS EAST AND A CHORD DISTANCE OF 44.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 37.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 14 DEGREES 34 MINUTES 48 SECONDS EAST AND A CHORD DISTANCE OF 37.34 FEET; THENCE SOUTH 75 DEGREES 03 MINUTES 04 SECONDS WEST 60.63 FEET; THENCE SOUTH 7 DEGREES 49 MINUTES 57 SECONDS WEST, 57.86 FEET; THENCE SOUTH 53 DEGREES 37 MINUTES 23 SECONDS WEST 71.28 FEET; THENCE NORTH 70 DEGREES 36 MINUTES 52 SECONDS WEST, 145.14 FEET; THENCE NORTH 21 DEGREES 43 MINUTES 53 SECONDS WEST, 44.67 FEET; THENCE NORTH 17 DEGREES 20 MINUTES 55 SECONDS EAST, 168.24 FEET; THENCE SOUTH 70 DEGREES 32 MINUTES 47 SECONDS EAST, 51.44 FEET; THENCE SOUTH 64 DEGREES 12 MINUTES 49 SECONDS EAST 187.93 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

EASEMENT RIGHTS AS SET FORTH IN THAT CERTAIN RECIPROCAL EASEMENT, LICENSE, RESTRICTIONS AND WATER AND SANITARY SEWER AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 553, PAGE 1898 AND AS AFFECTED BY OFFICIAL RECORDS BOOK 643, PAGE 1, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

AND

EASEMENT RIGHTS AS SET FORTH IN THAT CERTAIN EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 1071, PAGE 833 AND AS AFFECTED BY OFFICIAL RECORDS BOOK 1429, PAGE 1500, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

FCC RD