

For recording use only

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**CONSENT TO MORTGAGE OF LEASEHOLD INTEREST**

This Consent to Mortgage of Leasehold Interest made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between Hernando County, Florida, a political subdivision of the State of Florida ("Lessor"), Centennial Bank and its successors and/or assigns ("Lender") and Anarak Corporation ("Lessee"), as follows:

**WHEREAS**, the Lessor and Anarak Corporation entered into a certain Ground Lease dated April 6, 1999 ("Ground Lease"), as recorded in Official Record Book 1261, Pages 941-952, Hernando County, Florida on the real property legally described in Exhibit A (attached).

**WHEREAS**, the Lender recently has made, or is in the process of making, a mortgage loan to the Lessee and the Lender wishes to be assured that it can assume and make payments to the Lessor in the event of default by the Lessee.

**NOW THEREFORE**, in consideration of mutual covenants passing between the parties and other valuable considerations, it is agreed as follows:

1. The recitals above are included herein and made a part hereof.
2. The term "Lender" as used herein shall refer to Centennial Bank and its successors/assigns. Lender agrees to promptly notify the Lessor of or upon any assignment of the mortgage loan hereunder.
3. The Lessor consents to the Lessee conveying a mortgage interest to the Lender encumbering Lessee's interest in the Property. The Lessor further consents that the Lender shall have the right to acquire all the Lessee's right, title, and interest to the Ground Lease through foreclosure or by assignment in lieu of foreclosure in the event the Lessee defaults on said mortgage loan from the Lender to the Lessee. When this event occurs, the Lender shall be bound by all terms and conditions of the Ground Lease, together with all applicable restrictive covenants and governing local, state, and federal rules and regulations.
4. The Lessor hereby agrees to give the Lender written notice of any default by the Lessee under the Ground Lease. The Lessor further consents and agrees to give the Lender the right to make payments thereon under the Ground Lease and to cure any default upon written notice and in the same manner as if the Lessee upon such notice of default.
5. The Lessor affirmatively warrants that the Ground Lease is in good standing and all payments by the Lessee to the Lessor are current, that there are no offsets of any assessments due to any defenses or other claims that can be made by any party hereunder claiming by or through that Ground Lease as of the date herein.
6. In the event the Lender acquires the Lessee's interest under the Ground Lease through foreclosure or by deed in lieu of foreclosure, the Lender shall have the right to assign or sublet the Ground Lease, as if the Lessee, as provided for in the Ground Lease.
7. This Consent shall become effective upon the date signed by the last party hereto or at the time of closing, whichever is later. The parties further agree that the closing of the assignment from Assignor to Assignee shall occur within ninety (90) days of the effective date or this Consent shall become null and void.

8. This Consent shall be recorded at Lessee's expense.

In Witness Whereof, the parties have caused this instrument to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers or representatives.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA (LESSOR)**

\_\_\_\_\_  
Doug Chorvat, Jr., Clerk

By: \_\_\_\_\_  
Steve Champion, Chairman Date

ATTEST:

**CENTENNIAL BANK (LENDER)**

*Kelly Barbier*  
[signature]  
Kelly Barbier  
[print name]

By: *Frank Cassara*  
Frank Cassara, Bank Loan Officer, VP Date  
10-19-22

ATTEST:

**ANARAK CORPORATION (LESSEE)**

*Charles Kern*  
[signature]  
Charles C. Kern  
[print name]

By: *John Rakucewicz*  
John Rakucewicz, President Date  
10/19/22

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

*[Signature]*  
\_\_\_\_\_  
County Attorney

STATE OF FLORIDA  
COUNTY OF HERNANDO

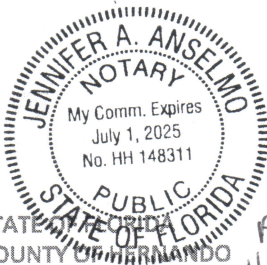
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by Steve Champlon, as Chairman of the Hernando County Board of County Commissioners, who  is personally known to me OR  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public (Signature of Notary)

\_\_\_\_\_  
Name legibly printed, typewritten or stamped

STATE OF Florida  
COUNTY OF Hernando

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 19 day of October, 2022, by Frank Cassara, as Commercial Loan Officer, VP of Centennial Bank, who  is personally known to me OR  has produced \_\_\_\_\_ as identification.

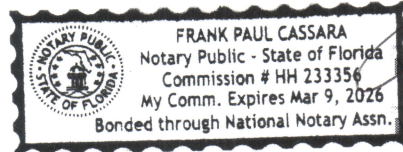


STATE OF Florida  
COUNTY OF Hernando

Jenny  
Notary Public (Signature of Notary)

Jennifer Anselmo  
Name legibly printed, typewritten or stamped

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 29 day of Oct, 2022, by John Rakucewicz, as President of Anarak Corporation who  is personally known to me OR  has produced \_\_\_\_\_ as identification.



Frank Cassara  
Notary Public (Signature of Notary)

Frank Cassara  
Name legibly printed, typewritten or stamped

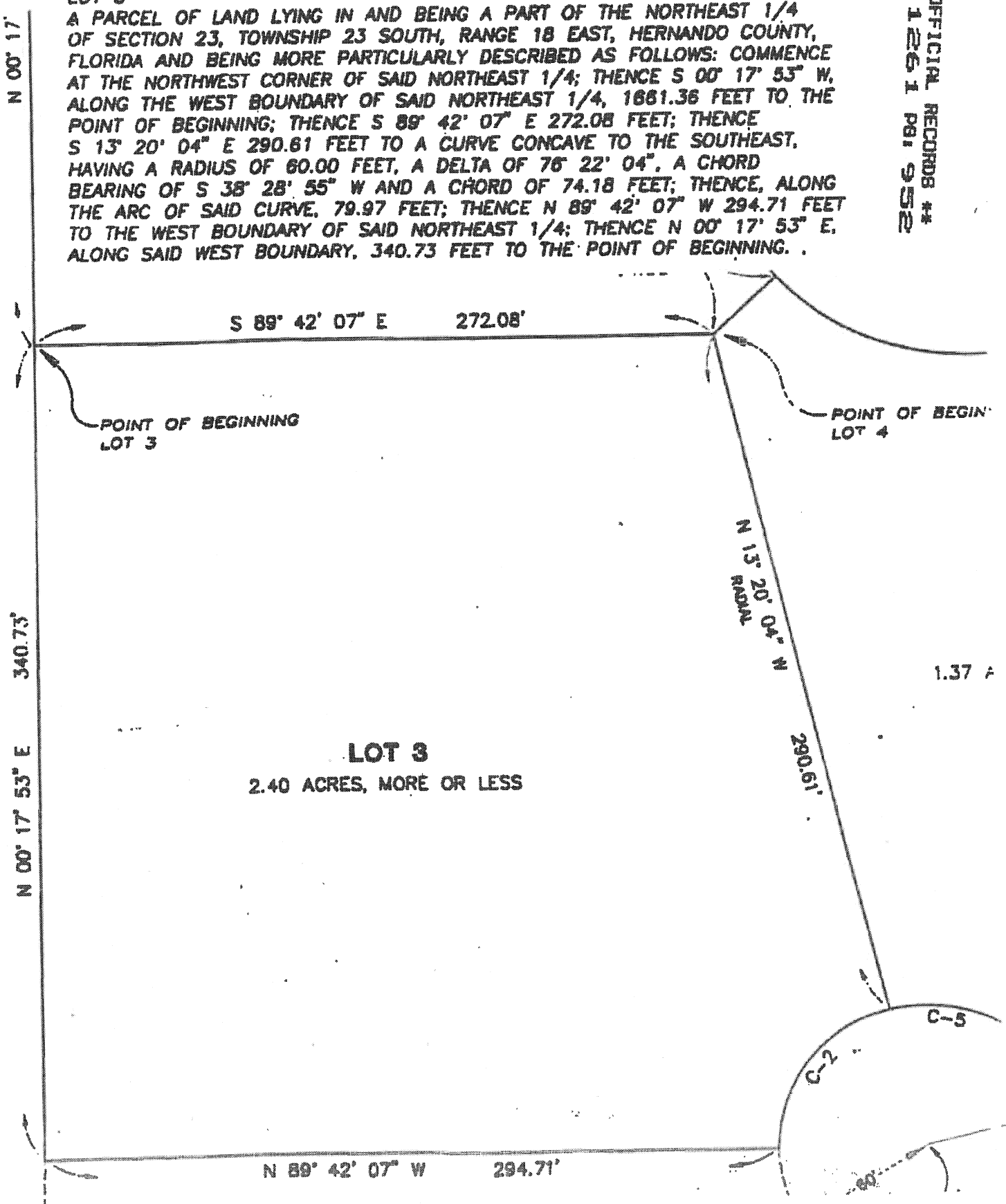
DESCRIPTIONS

EXHIBIT A

## OFFICIAL RECORDS ##  
BK: 1261 PG: 952

LOT 3

A PARCEL OF LAND LYING IN AND BEING A PART OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 23 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID NORTHEAST 1/4; THENCE S 00° 17' 53" W, ALONG THE WEST BOUNDARY OF SAID NORTHEAST 1/4, 1661.36 FEET TO THE POINT OF BEGINNING; THENCE S 89° 42' 07" E 272.08 FEET; THENCE S 13° 20' 04" E 290.61 FEET TO A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 60.00 FEET, A DELTA OF 76° 22' 04", A CHORD BEARING OF S 38° 28' 55" W AND A CHORD OF 74.18 FEET; THENCE, ALONG THE ARC OF SAID CURVE, 79.97 FEET; THENCE N 89° 42' 07" W 294.71 FEET TO THE WEST BOUNDARY OF SAID NORTHEAST 1/4; THENCE N 00° 17' 53" E, ALONG SAID WEST BOUNDARY, 340.73 FEET TO THE POINT OF BEGINNING.



LOT 3  
2.40 ACRES, MORE OR LESS

1.37 A