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## CONSENT TO MORTGAGE OF LEASEHOLD INTEREST

This Consent to Mortgage of Leasehold Interest made this 19<sup>th</sup> day of November, 2024, by and between **Hernando County**, Florida, a political subdivision of the State of Florida ("Lessor"), **Valley National Bank** and its successors and/or assigns ("Lender") and **Lotion on the Ocean LLC** ("Lessee"), as follows:

**WHEREAS**, the Lessor and Sho-Me-Nutriceuticals, Acquisition, Inc. entered into a Ground Lease dated March 13, 2001 (the "Initial Ground Lease"), as recorded in Official Record Book 1402, page 1150, of the Public Records of Hernando County, Florida on the real property legally described as:

Lot 59 of the Hernando County Airport Industrial Park, Unit 1, as recorded in Plat Book 17, Pages 80 - 83, of the Public Records of Hernando County, Florida, with a street address of 15431 Flight Path Drive, Brooksville, FL 34604; and,

**WHEREAS**, in order to correct a scrivener's error in Sho-Me's name to Sho-Me Nutriceuticals Acquisition Company, the Initial Ground Lease was amended by an Amendment to Lease Agreement dated September 18, 2012, recorded in Book 2938 Page 1301 of the Official Records (the "Amendment", together with the Initial Ground Lease, the "Ground Lease"); and

**WHEREAS**, with respect to the Ground Lease, on August 28, 2012, the County, Sho-Me, and Florida Traditions Bank (Sho-Me's lender) (the "Initial Lender") executed a Consent to Mortgage of Leasehold Interest, recorded in Book 2939, Page 1598 of the Records. Subsequently, Centennial Bank (the "Lender") became the mortgagee as Florida Traditions Bank's successor-in-interest by merger; and

**WHEREAS**, on September 5, 2019, Lender sued Sho-Me to foreclose its mortgage on the leasehold improvements. The Circuit Court entered, on July 21, 2022, a stipulated final judgment of foreclosure in Lender's favor. On September 14, 2023, the Clerk's Office issued a writ of possession for the leasehold. The writ of possession was not served, presumably because Sho-Me transferred all its interests in the Ground Lease to Lender by a Quit Claim Deed dated February 21, 2023, and recorded in Book 4286, Page 801 of the Official Records (the "Quit Claim Deed"). Upon the recording of the Quit Claim Deed, Lender became the Lessee under the Ground Lease by operation of law; and

**WHEREAS**, Section 9 of the Ground Lease, "Assignment and Subletting", makes the County's written consent a prerequisite to Lessee's assignment of its interest in the Ground Lease; and

**WHEREAS**, the Lessee and Lotion on the Ocean LLC agreed to a Memorandum of Quit Claim Assignment and Assumption of Leasehold Interests of the Ground Lease dated September 13, 2024, as recorded in Official Record Book 4472 Page 1555; and

**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 herein and made a part hereof.
2. The term "Lender" as used herein shall refer to Valley National 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 of 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.

SIGNATURE PAGES TO FOLLOW

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)**

Heidi Kuyper, Deputy Clerk  
Doug Chorvat, Jr., Clerk

By: Brian Hawkins Chairman Date 11/19/2024



APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

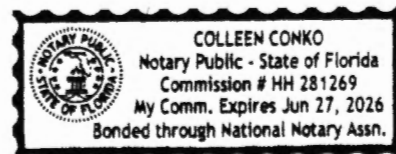
[Signature]  
County Attorney's Office

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 19th day of November, 2024, by Brian Hawkins, Chairman of the Hernando County Board of County Commissioners, who  is personally known to me OR  has produced \_\_\_\_\_, as identification.

Colleen Conko  
Notary Public (Signature of Notary)

Colleen Conko  
Name legibly printed, typewritten or stamped



ATTEST:

Valley National Bank

(LENDER)

\_\_\_\_\_

By: \_\_\_\_\_  
Joseph Bachman, Vice, President                      Date

\_\_\_\_\_  
[print name]

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by Joseph Bachman, as Vice President of Valley National Bank, who  is personally known to me OR  has produced \_\_\_\_\_, as identification.

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

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

ATTEST:

**Lotion on the Ocean LLC (LESSEE)**  
a Florida limited liability company

\_\_\_\_\_

By: \_\_\_\_\_  
Santo Carollo, Manager Date

\_\_\_\_\_  
[print name]

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by Santo Carollo, as President of Manager of Lotion on the Ocean LLC who  is personally known to me OR  has produced \_\_\_\_\_, as identification.

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

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