

Prepared By:

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THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$1,600,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE LENDER UNDER THE TERMS OF THIS NOTE OR MORTGAGE.

MORTGAGE,
ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT

THIS MORTGAGE, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT (hereafter referred to as "Mortgage") made September 26, 2013, by and between **JOHNNY T. PATRONIS, AS TRUSTEE OF THE JOHNNY T. PATRONIS TRUST, AMENDED AND RESTATED MAY 8, 2012**, whose address is P.O. Box 1609, Panama City, Florida 32402 ("Lender"), and **HARPOON HARRY'S PC PROPERTIES, LLC**, a Florida limited liability company with an address of 8208 Thomas Drive, Panama City Beach, Florida 32408 ("Mortgagor"). Lender is the mortgagee hereunder for indexing purposes by the clerk of court.

WITNESSETH:

To secure payment and performance of obligations under that certain Promissory Note (the "Note") dated as of this same date, in the amount of **\$1,600,000.00**, made by Mortgagor, which is to the direct and substantial advantage of Mortgagor, this Mortgage, other loan documents as defined in the Note (the "Loan Documents"), swap agreements (as defined in 11 U.S.C. §101, as in effect from time to time), and any renewals, extensions, novations, or modifications of the foregoing (collectively the "Obligations"), together with all advances, disbursements and expenses under this Mortgage, and in consideration of these premises and for other consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor does mortgage, grant and convey unto Lender (for itself and its affiliates), 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 tract of land in Bay County, 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 and other articles of real, personal or mixed property attached to, situated or installed in or upon, 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, but excluding all asphalt plants, lab trailers, and road construction equipment; (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 leases, licenses or occupancy agreements of all or any part of the Land and all extensions, renewals, and

modifications thereof, and any options, rights of first refusal or guarantees relating thereto; all rents, income, revenues, security deposits, issues, profits, awards and payments of any kind payable under the leases or otherwise arising from the Land; (vi) 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; (vii) 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 (viii) 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.

In the event that Mortgagor is the owner of a leasehold estate with respect to any portion of the Property and Mortgagor obtains a fee estate in such portions of the Property, then, such fee estate shall automatically, and without further action of any kind on the part of the Mortgagor, be and become subject to the security title and lien of this Agreement.

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 those enumerated on the policy of insurance delivered by the Borrower to the Lender in connection with this loan transaction (the "Permitted Title 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.

PROVIDED ALWAYS that if (i) all the Obligations (including without limitation, all termination payments and any other amounts due under or in connection with any swap agreements (as defined in 11 U.S.C. § 101, as in effect from time to time) secured hereunder) are paid in full, (ii) each and every representation, warranty, agreement, covenant and condition of this Mortgage, and the other Loan Documents, are complied with and abided by, and (iii) any and all swap agreements (as defined in 11 U.S.C. § 101, as in effect from time to time) secured hereunder have matured or been terminated, then this Mortgage and the estate hereby created shall cease and be null, void, and canceled of record.

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

1. **Payment of Obligations.** That the Obligations shall be timely paid and performed.

2. **Future Advances.** This Mortgage is given to secure not only existing Obligations, but also future advances, including obligations under swap agreements (as defined

in 11 U.S.C. § 101, as in effect from time to time) to the same extent as if such future advances and obligations under swap agreements (as defined in 11 U.S.C. § 101, as in effect from time to time) are made on the date of the execution of this Mortgage. Notwithstanding the foregoing, the maximum principal amount secured hereby shall not exceed the original maximum principal amount. Mortgagor shall not execute any document that impairs or otherwise impacts the priority of any existing or future Obligations secured by this Mortgage.

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. Notwithstanding the foregoing, if Mortgagor executes a security agreement separate from this Mortgage, said security agreement shall control. On request of Lender, Mortgagor will execute one or more Financing Statements in form satisfactory to Lender and will pay all costs and expenses of filing the same in all public filing offices, where filing is deemed desirable by Lender. Lender is authorized to file Financing Statements relating to the Property without Mortgagor's signature where permitted by law. Mortgagor appoints Lender as its attorney-in-fact to execute such documents necessary to perfect Lender's security interest on Mortgagor's behalf. The appointment is coupled with an interest and shall be irrevocable as long as any Obligations remain outstanding.

Nothing herein obligates Lender to provide credit in excess of the Obligations.

4. **Assignment of Rents.** As additional security Mortgagor hereby assigns, transfers and delivers to Lender all right, title and interest in and to all leases, subleases, tenancies, licenses, concessions, rents and/or any other payments (all referred to as "Rents") due and payable and to become due and payable with regard to the ownership, occupancy or use of the Property. Mortgagor shall have the right to collect and retain Rents as long as Mortgagor is not in default under any of the Obligations. In the event of default, Lender in person, by an agent or by a judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and collect the Rents. This entitlement to manage the Property shall include, but not be limited to the ability to manage and operate the Property generally; to lease, license or cosign any portion of the Property as the Lender deems proper; to enforce, cancel or modify any of the assigned Rents; to enter into subordination and non-disturbance agreements with respect to any mortgages or deeds of trust on or leases, licenses or concessions of the Property; to demand, collect, sue for, attach, levy, recover, receive, compromise and adjust, and make, execute and deliver receipts, releases, discharges or other instruments for all Rents, issues, profits and other amounts that may thereafter become due, owing or payable with respect to the Property, or any part thereof, from any present or future lessees, tenants, subtenants, licensees, concessionaires or occupants thereof; to institute prosecute to completion, or compromise and settle, all summary proceedings, actions for rent or for removing any and all lessees, tenants, subtenants, licensees, concessionaires or occupants of the Property, or any portion thereof; to enforce, enjoin or restrain the violation of any of the terms, provisions or conditions of the assigned Rents; to make such repairs and alterations to the Property as the Lender may, in the Lender's discretion, deem proper; to pay, from and out of any of the Rents, issues and profits collected in respect of the Property or any part thereof, of from or out of any other funds, taxes, assessments, water rates, sewer rates or other governmental charge levied, assessed or imposed against the Property, or any portion thereof, and also any and all other charges, costs and expenses which the Lender may

deem necessary or advisable for the Lender to pay in the management and operation of the Property; provided, however that the acceptance of this Mortgage shall not constitute a "mortgagee in possession" nor obligate the Lender to take responsibility for the operation, control, management, care or repair of the Property prior to an event of Default under the Obligations. All Rents so collected shall be applied first to the costs of managing the Property and collecting the Rents, including fees for a receiver and an attorney, commissions to rental agents, repairs and other necessary related expenses and then to payments on the Obligations. Mortgagor hereby agrees to indemnify and hold the Lender harmless (a) against and from any and all liability, loss, damage and expense, including reasonable attorneys' fees, which the Mortgagor may or shall incur under or in connection with any assignment, transfer and/or delivery of Rents, or by reason of any action taken or expenses paid or incurred by the Mortgagor under this Mortgage (unless by the Lender's gross negligence or willful misconduct) and (b) against and from any and all claims and demands whatsoever which may be asserted against the Lender by reason of any alleged obligations or undertaking on the Lender's part to perform or discharge any of the terms, covenants and conditions in connection with any assignment, transfer and/or delivery of Rents as previously defined under this section. Should the Lender pay or incur any such liability, loss, damage or expense, the amount thereof, together with interest thereon at the rate set forth in the Note with respect to overdue payments of principal and interest, shall be payable by the Mortgagor to the Lender within ten (10) days after the Lender's written demand therefore. At the Lender's option, the Mortgagor may reimburse itself therefore out of any of the Rents which the Lender has collected.

5. Leases, Subleases and Easements. Mortgagor shall maintain, enforce and cause to be performed all of the terms and conditions under any lease, sublease or easement which may constitute a portion of the Property. Mortgagor shall not, without the consent of Lender (which consent shall not be unreasonably withheld or delayed), enter into any new lease of all or any portion of the Property, agree to the cancellation or surrender under any lease of all or any portion of the Property, agree to prepayment of rents, issues or profits (other than rent paid at the signing of a lease or sublease), modify any such lease so as to shorten the term, decrease the rent, accelerate the payment of rent, or change the terms of any renewal option; and any such purported new lease, cancellation, surrender, prepayment or modification made without the consent of Lender shall be void as against Lender.

6. Required Insurance. 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 real and personal property subject to this mortgage, 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 coverage and 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. If the land or any portion thereof is located in a special flood hazard area, this Agreement may be terminated by Lender at its sole option; (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, including any umbrella policy of Mortgagor, providing coverage in such amount as Lender may require but in no event less than \$1,500,000.00, naming Lender as an additional insured; and (vi) such other insurance as Lender may require from time to time.

All property insurance policies shall contain an endorsement or agreement 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.

All insurance policies shall be in form, provide coverages, be issued by companies and be in amounts satisfactory to Lender. At least 30 days prior to the expiration of each such policy, Mortgagor shall furnish Lender with evidence satisfactory to Lender that such policy has been renewed or replaced or is no longer required hereunder. 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 policies of insurance required by this paragraph, 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.

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

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. Mortgagor shall pay the costs of collection, including 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.

In the event of any damage to or destruction of the Property, Lender shall have the option of applying or paying all or part of the insurance proceeds to (i) the Obligations in such order as Lender may determine, (ii) restoration, replacement or repair of the Property in accordance with Lender's standard construction loan disbursement conditions and requirements, or (iii) Mortgagor. Nothing herein shall be deemed to excuse Mortgagor from restoring, repairing and maintaining the Property as required herein.

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 (all of the foregoing collectively "Impositions") before they become delinquent and in any event in the same calendar year in which they first become due. Upon request of Lender, Mortgagor shall add to each periodic payment required under the Note the amount 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 of a Default, Lender may apply such funds to pay any of the Obligations.

9. Use of Property. Mortgagor shall use and operate, and require its lessees or licensees to use and operate, the Property in compliance with all applicable laws (including, for example, the Americans with Disabilities Act and the Fair Housing Act) and ordinances, covenants, and restrictions, and with all applicable requirements of any lease or sublease now or hereafter affecting the Property. 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. Mortgagor shall not initiate or acquiesce to a zoning change of the Property without prior notice to, and written consent of, Lender.

10. Maintenance, Repairs and Alterations. Mortgagor shall keep and maintain the Property in good condition and repair and fully protected from the elements to the satisfaction of Lender. Mortgagor will not remove, demolish or structurally alter any of the buildings or other improvements on the Property (except such alterations as may be required by laws, ordinances or regulations) without the prior written consent of Lender. 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 any action or proceedings relating thereto. Lender shall be entitled to make any compromise or settlement in connection with such taking or damage. All compensation, awards, and damages

awarded to Mortgagor related to any Condemnation (the "Condemnation Proceeds") are hereby assigned to Lender and Mortgagor agrees to execute such further assignments of the Condemnation Proceeds as Lender may require. Lender shall have the option of applying or paying the Condemnation Proceeds in the same manner as insurance proceeds as provided herein. Mortgagor appoints Lender as its attorney-in-fact to receive and endorse the Condemnation 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. Mortgagor warrants and represents to Lender, except as reported by Mortgagor to Lender in writing, that: (i) Mortgagor has inspected and is familiar with the environmental condition of the Property; (ii) 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) 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; (iv) no Hazardous Materials (including asbestos, mold or lead paint in any form) are located on or under the Property or emanate from the Property; (v) there are no unregistered underground storage tanks on the Property that are subject to any underground storage tank registration laws or regulations; (vi) no notice has been received with regard to any Hazardous Material on the Property; (vii) no action, investigation or proceeding is pending or to Mortgagor's knowledge threatened which seeks to enforce any right or remedy against Mortgagor or the Property under any Environmental Law; and (viii) 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.

Further, Mortgagor represents to Lender that no portion of the Property is a protected wetland. 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 Material from the Property.

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' or 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) Mortgagor's violation of or failure to meet the requirements of any Environmental Laws; or (iii) Hazardous Materials which, while the Property is subject to this Mortgage, exist 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 cost of such inspections made after Default (as hereinafter defined) 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.

13. Appraisals. Mortgagor agrees that Lender may obtain an appraisal of the Property when required by the regulations of the Federal Reserve Board or the Office of the Comptroller of the Currency, or any other regulatory agency or at such other times as Lender may reasonably require. Such appraisals shall be performed by an independent third party appraiser selected by Lender. The 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 cost of such appraisal within 10 days after receiving an invoice for such appraisal.

14. Inspections. Lender, or its representatives or agents, are authorized to enter at any reasonable time 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.

15. Liens and Subrogation. Mortgagor shall pay and promptly discharge all liens, claims and encumbrances upon the Property. 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 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.

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. 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, and any rights to hearing prior to the exercise by Lender of any right, power, or remedy herein provided to Lender.

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 themselves and their respective 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. In the event of Default (as hereinafter defined) 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 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 attorneys' fees and other 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 Lenderruptycy 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, fines, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Damages") imposed upon, incurred by or asserted or assessed against Lender on account of or in connection with (i) the Loan Documents or any failure or alleged failure of Mortgagor to comply with any of the terms of, or the inaccuracy or breach of any representation in, the Loan Documents; (ii) the Collateral or 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 it or 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), (iv) any Damages whatsoever by reason of any alleged action, obligation or undertaking of Lender where Lender has assumed an obligation or undertaking on behalf of Mortgagor as 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, and 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. 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. Due on Sale or Further Encumbrance or Transfer of an Interest in Mortgagor.

Except as otherwise specifically provided for in any Loan Document or this Mortgage, it shall be an event of Default under such Loan Document, a breach of the conditions of this Mortgage, and an event permitting the Lender to accelerate all indebtedness secured thereby if, without the Lender's prior written consent in each instance, which consent may be granted, withheld, or conditionally granted in the Lender's sole discretion: (a) there is any sale, conveyance, transfer, or encumbrance of all or any portion of the Mortgaged Property, or (b) there is any transfer or assignment of, or grant of any security interest in, any of the ultimate beneficial ownership interests in the Borrower; or (c) there is a failure to comply with the provisions of, or there is a default under, any of the Permitted Title Exceptions which is not cured within any applicable grace period provided for therein.

A change in the ultimate beneficial ownership interest in the Borrower shall be approved provided: (i) Lender is provided with a proposed revised schedule, executed by those persons required to approve such revisions; (ii) with respect to any new party holding beneficial ownership interest, the member associated with such ownership interest has signed a Guaranty in form approved by the Lender; (iii) Lender has concluded, in its sole discretion, that the change in ultimate beneficial ownership does not negatively affect its security; and (iv) Borrower is not otherwise in default under the terms of the Loan Documents. A change in the ultimate beneficial ownership interest shall not be requested more often than quarterly.

20. Remedies of Lender on Default. Failure of Mortgagor or any other person liable to timely pay or perform any of the Obligations is a default ("Default") under this Mortgage. Upon the occurrence of Default the following remedies are available (with Lender being required to give notice and a time to remedy, if any, as specified in in the Loan Agreement and Note), 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, other than Obligations under any swap agreements (as defined in 11 U.S.C. § 101, as in effect from time to time) with Lender or any of its affiliates, which shall be due in accordance with and governed by the provisions of said swap agreements (as defined in 11 U.S.C. § 101, as in effect from time to time); (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, together with all costs and 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; (iv) Lender may exercise all the remedies of a mortgagee as provided by law and in equity including, without limitation, foreclosure upon this Mortgage and sale of the Property (and Borrower waives any right to any hearing by any judicial authority that Borrower may have), or any part of the Property, at public sale conducted according to applicable law (referred to as "Sale") and conduct additional Sales as may be required until all of the Property is sold or the Obligations are satisfied; (v) With respect to any portion of the Property governed by the UCC, Lender shall have all of the rights and remedies of a secured party thereunder. Lender may elect to foreclose upon any Property that is fixtures under law applicable to foreclosure of interests in real estate or law applicable to personal property; (vi) Lender may bid at Sale and may accept, as successful bidder, credit of the bid amount against the Obligations as payment of any portion of the purchase price; and (vii) Lender shall apply the proceeds of Sale, first to any fees or attorney fees permitted Lender by law in connection with Sale, second to expenses of foreclosure, publication, and sale permitted Lender by law in connection with Sale, third to the Obligations, and any remaining proceeds as required by law.

21. 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. Any payment by Lender or acceptance by Lender of any partial payment shall not constitute a waiver by Lender of any Default; (ii) Mortgagor represents that Mortgagor (a) is (1) an adult individual and is sui juris, or (2) a corporation, general partnership, limited partnership, limited liability company or other legal entity, 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 organization; (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, 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 JOHNNY T. PATRONIS, AS TRUSTEE OF THE JOHNNY T. PATRONIS TRUST, AMENDED AND RESTATED MAY 8, 2012, P.O. Box 1609, Panama City, Florida 32402, 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, that party shall promptly give written notice of such change of address by registered or certified mail, return receipt requested, all charges prepaid. (v) All payments shall be mailed to JOHNNY T. PATRONIS, AS TRUSTEE OF THE JOHNNY T. PATRONIS TRUST, AMENDED AND RESTATED MAY 8, 2012, P.O. Box 1609, Panama City, Florida 32402; or such other address as provided by Lender in writing. (vi) 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; (vii) All references to "Lender" shall mean to "Lender (for itself and its affiliate)"; (viii) 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; (ix) 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; (x) This Mortgage shall be governed by and construed under the laws of the jurisdiction where this Mortgage is recorded; (xi) Mortgagor by execution and Lender by acceptance of this Mortgage agree to be bound by the terms and provisions hereof.

22. Final Agreement. This Agreement and the other Loan Documents represent the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent agreements of the parties. There are no unwritten agreements between the parties.

23. 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 Borrower upon request.

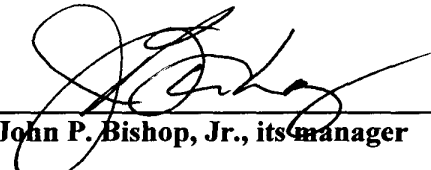
24. Cross Collateralization Limitations. As to any other existing or future consumer purpose loan made by Lender to Mortgagor, within the meaning of the Federal Consumer Credit Protection Act, Lender expressly waives any security interest granted herein in Collateral that Mortgagor uses as a principal dwelling and household goods.

-INTENTIONALLY LEFT BLANK; SIGNATURES BEGIN ON NEXT PAGE-


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

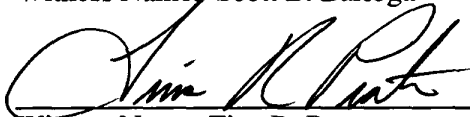
MORTGAGOR:

**HARPOON HARRY'S PC
PROPERTIES, LLC, a Florida limited
liability company**

By: 
John P. Bishop, Jr., its manager

Signed, sealed and delivered in presence of:

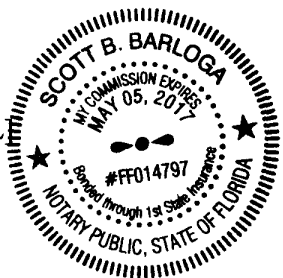

Witness Name: Scott B. Barloga


Witness Name: Tina R. Prater

**STATE OF FLORIDA)
)
BAY COUNTY)**

The foregoing instrument was acknowledged before me this 26th day of September, 2013, by John P. Bishop, Jr., as Manager of HARPOON HARRY'S PC PROPERTIES, LLC, a Florida limited liability company. He is personally known to me or has produced _____ as identification and did not take an oath.

[NOTARY SEAL




Notary Public

Exhibit "A"
Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF BAY, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL I:

A PIECE AND PARCEL OF LAND BEING IN SAID COUNTY AND STATE, BOUNDED ON THE EAST BY A LINE PARALLEL TO AND 1138 1/2 FEET (COMPUTED AT RIGHT ANGLES BETWEEN THE PARALLEL LINES) WESTERLY OF A STRAIGHT LINE RUNNING FROM THE SOUTHWEST CORNER OF U.S. GOVERNMENT LOT NO. 1 IN SECTION 27, TOWNSHIP 3 SOUTH, RANGE 16 WEST, TO THE NORTHEAST CORNER OF SAID LOT; BOUNDED ON THE NORTH BY THE CENTERLINE OF STATE ROAD NO. 30 (U.S. HIGHWAY NO. 98); BOUNDED ON THE WEST BY A LINE PARALLEL TO AND 152 FEET 3 INCHES WESTERLY OF THE EAST BOUNDARY LINE DESCRIBED ABOVE; AND BOUNDED ON THE SOUTH BY THE GULF OF MEXICO; BEING A PART OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA. LESS RIGHT OF WAY FOR STATE ROAD NO. 30 (U.S. HIGHWAY NO. 98) FORMERLY STATE ROAD NO. 10.

PARCEL II:

A STRIP OF LAND 52 FEET IN WIDTH, MORE FULLY DESCRIBED AS FOLLOWS, TO WIT: BOUNDED ON THE EAST BY A LINE PARALLEL TO AND 1086 1/2 FEET (COMPUTED AT RIGHT ANGLES BETWEEN PARALLEL LINES) WEST OF A STRAIGHT LINE RUNNING FROM THE SOUTHWEST CORNER OF U.S. LOT 1 OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 16 WEST, TO THE NORTHEAST CORNER OF SAID LOT; BOUNDED ON THE NORTH BY THE CENTERLINE OF STATE ROAD NO. 30 (FORMERLY STATE ROAD NO. 10), (U.S. HIGHWAY 98); BOUNDED ON THE WEST BY A LINE PARALLEL TO AND 52 FEET WEST OF THE EAST BOUNDARY LINE DESCRIBED ABOVE; AND BOUNDED ON THE SOUTH BY THE GULF OF MEXICO; BEING A PART OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA.