

THIS INSTRUMENT WAS PREPARED BY  
AND AFTER RECORDING RETURN TO:

Felicia Belli, Esq.  
Berger Singerman LLP  
1450 Brickell Ave., Suite 1900  
Miami, FL 33131<sup>1</sup>  
3212176096MC

### MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (this “**Mortgage**”) is executed as of this 10<sup>th</sup> day of January, 2025, by SIMI UNITED STATES LLC, a Delaware limited liability company (“**Mortgagor**”), whose post office address is 100 Northern Ave., Boston, MA 02210, in favor of Charles River Laboratories, Inc., a Delaware corporation (“**Mortgagee**”), whose post office address is 251 Ballardvale Street, Wilmington, MA 01887.

### BACKGROUND

- A. Mortgagee is making a loan to Mortgagor in the principal amount of Two Million Five Hundred Thousand and No/100 Dollars \$2,500,000.00 (the “**Loan**”), which Loan is evidenced by a Promissory Note dated of even date herewith (as the same may be amended, restated, modified and/or replaced from time to time, the “**Note**”), executed and delivered by Mortgagor to Mortgagee; and
- B. The indebtedness evidenced by the Note is secured by this Mortgage; and
- C. It is a condition precedent to the obligation of Mortgagee to make the Loan to Mortgagor under the Note that Mortgagor shall have executed this Mortgage for the benefit of Mortgagee, which Mortgage secures Mortgagor’s obligations under the Note.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees that to secure payment of the unpaid principal of and interest on the Loan and all other obligations and liabilities of Mortgagor to Mortgagee, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with the Note, this Mortgage or any other loan document executed in connection with the Loan (collectively, the “**Obligations**”), Mortgagor does hereby mortgage, grant, bargain, sell, alien, remise, release, convey and confirm to Mortgagee, in fee simple all of the following described property (collectively, the “**Mortgaged Property**”): all that certain property located in Hendry County, Florida, which is legally described on Exhibit “A” attached hereto and made a part hereof (the “**Land**”), together with all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, all machinery, apparatus, equipment, fittings and fixtures of every kind and nature whatsoever, and all furniture, furnishings and other personal property now or hereafter owned by Mortgagor and forming a part of, or used or obtained for

<sup>1</sup> FLORIDA DOCUMENTARY STAMP TAX IN THE AMOUNT OF \$8,750.00 AND NON-RECURRING INTANGIBLE TAX IN THE AMOUNT OF \$ 5,000.00, BASED ON THE \$2,000,000.00 INDEBTEDNESS SECURED HEREBY, ARE BEING PAID UPON RECORDATION OF THIS INSTRUMENT.

79279113;2  
13467543-4

1416

use in connection with, the Land, and all estate, right, title and interest, homestead or other claim or demand, as well in law as in equity, which Mortgagor now has or hereafter may acquire of, in and to the Land; and all leases and other agreements, including, without limitation, insurance contracts pertaining to the ownership, occupancy, use, possession or enjoyment of all or any part of the Land, now or hereafter entered into, and any modification, renewal or extension thereof, and all guaranties of the lessees', tenants' or occupants' obligations thereunder, including, without limitation, deposits of cash or securities (collectively, the "Leases"), and all of the rents, royalties, issues, profits, revenue, income, unearned insurance premiums and other benefits hereafter accruing under any Lease or otherwise arising from the ownership, occupancy, use, possession or enjoyment of all or any part of the Mortgaged Property (collectively, the "Rents and Profits").

TO HAVE AND TO HOLD the Mortgaged Property unto Mortgagee and its successors and assigns forever.

AND Mortgagor covenants with Mortgagee that Mortgagor is indefeasibly seized of the Mortgaged Property in fee simple; that Mortgagor has full power and lawful right to mortgage the Mortgaged Property in the manner and form provided in this Mortgage; that it shall be lawful for Mortgagee at all times peaceably and quietly to enter upon, hold, occupy and enjoy the Mortgaged Property; that Mortgagor will make such further assurances to perfect the fee simple title to the Mortgaged Property and Mortgagee's lien with respect to the Mortgaged Property as may be required by Mortgagee; and that Mortgagor does hereby fully warrant the title to the Mortgaged Property, and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED, ALWAYS, that if the Obligations are fully paid and performed, and Mortgagor does hereby perform, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants of this Mortgage, then this Mortgage and the estate created hereby shall cease and be null and void and this instrument shall be released by Mortgagee at the cost and expense of Mortgagor.

AND MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

1. **Performance.** Mortgagor will perform, observe and comply with all the provisions hereof, of the Note, and of the provisions of any instrument evidencing or securing additional indebtedness of Mortgagor now existing or hereafter executed in connection with the Mortgaged Property and will promptly pay to Mortgagee the sum of money expressed in the Note and all other sums required to be paid by Mortgagor pursuant to the provisions of this Mortgage and any instrument evidencing or securing additional indebtedness of Mortgagor now existing or hereafter executed in connection with the Property on the days when payment shall become due, all without deduction or credit for taxes or other similar charges paid by Mortgagor, time being of the essence for such payments.

2. **Taxes and Assessments.** Mortgagor shall pay and discharge, or cause to be paid and discharged, on or before March 1<sup>st</sup> of each year, all taxes, assessments, fees, and other governmental charges (and any interest or costs with respect thereto) and all charges for any easement or agreement maintained for the benefit of the Mortgaged Property, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, that at any time prior to or after the execution of this Mortgage may be assessed, levied, or imposed upon the Mortgaged Property or the

rent or income received therefrom or any use or occupancy thereof (hereinafter collectively referred to as the "**Impositions**"). On or before March 1<sup>st</sup> each year, Mortgagor shall promptly furnish to Mortgagee confirmation of payment of all Impositions from the appropriate taxing or other authority, or other evidence satisfactory to Mortgagee, evidencing the payment of all Impositions. If any tax or assessment levied or assessed against the Mortgaged Property may legally be paid in installments, Mortgagor shall have the option to pay such tax or assessments in installments.

3. **Insurance.** Within thirty (30) days after the date hereof, Mortgagor shall procure or cause to be procured, and deliver to and continuously maintain for the benefit of Mortgagor and Mortgagee, as their respective interests may appear, original paid up insurance policies from such insurance companies, in such amounts, in form and substance, with such expiration dates and containing non-contributory standard mortgagee clauses, and a mortgagee loss payable endorsement in favor of Mortgagee, all as may be required and satisfactory to Mortgagee, but in no event shall the amount of insurance required by this paragraph be less than the greater of the full replacement value of the Mortgaged Property or the amount of this Loan.

4. **Care of Premises.** Mortgagor shall preserve, operate and maintain the Mortgaged Property in good condition and repair, ordinary wear and tear excepted. Mortgagor shall not remove or demolish any building presently on or hereafter existing on the Land without the written consent of Mortgagee. Mortgagor shall not permit, commit or suffer any material waste, impairment or deterioration of the Mortgage Property or of any part thereof, and will not take any action which will increase the risk of fire or other hazard to the Property or any part hereof.

5. **Alienation and Further Encumbrances.**

(a) Except as specifically allowed herein, in the event that the Mortgaged Property or any part thereof or direct or indirect interest therein or direct or indirect interest in Mortgagor shall be sold, conveyed, assigned, transferred, disposed of, alienated, hypothecated, leased, assigned, pledged, mortgaged, further encumbered or otherwise transferred or Mortgagor shall be divested of its title to the Mortgaged Property or any direct or indirect interest therein, in any manner or way, whether voluntarily or involuntarily (each, a "**Transfer**"), without the prior written consent of Mortgagee being first obtained, which consent may be withheld in Mortgagee's sole discretion, then the same shall constitute an Event of Default (hereinafter defined) and Mortgagee shall have the right, at its option, to declare any or all of the debt evidenced by the Note, irrespective of the maturity date specified in the Note, immediately due and payable and to otherwise exercise any of its other rights and remedies contained in Section 9 hereof.

(b) Mortgagor shall not create, incur, or permit to exist any mortgage, pledge, lien, encumbrance, or charge on, or adverse claim with respect to the Mortgaged Property, or any part thereof, or income therefrom other than: (i) liens being contested in good faith and by appropriate proceedings in the manner permitted by this Mortgage; (ii) liens for taxes or assessments not yet delinquent; (iii) this Mortgage; and (iv) conditions, restrictions, limitations and easements of record, if any.

6. **Condemnation.** Upon obtaining knowledge of the institution, or the proposed, contemplated or threatened institution, of any proceedings for the taking of the Mortgaged Property, or any part thereof, by condemnation or eminent domain, Mortgagor shall immediately notify Mortgagee of the pendency of such proceedings. At Mortgagee's option, Mortgagee may participate

in any such proceedings and Mortgagor, from time to time, shall deliver to Mortgagee all instruments requested by Mortgagee to permit such participation. In any such proceedings, Mortgagee may be represented by counsel selected by Mortgagee.

As additional collateral and further security for the payment of the indebtedness secured hereby, Mortgagor hereby assigns to Mortgagee all awards hereafter made by virtue of any exercise of the right of condemnation or eminent domain by any authority, including any award for damage to or taking of title to the Mortgaged Property, or any part thereof, or the possession thereof, or any right to any easement affecting the Mortgaged Property or appurtenant thereto (including any award for any change of grade of streets), and the proceeds of all sales in lieu of condemnation up to the amount owed under the Note. At Mortgagee's option, Mortgagee may collect and receive all such awards and the proceeds of all such sales and give proper receipts and acquittances therefor, and Mortgagee, at Mortgagee's election, may apply such awards and proceeds in any one or more of the following ways:

- (a) for the payment of all costs and expenses (including attorneys' fees and other legal expenses) incurred by Mortgagor or Mortgagee in connection with collecting such proceeds;
- (b) to the payment of all accrued and unpaid interest on the Note;
- (c) to the fulfillment of any of the covenants and agreements of Mortgagor hereunder; or
- (d) in payment of the cost of replacing, restoring or altering the Mortgaged Property to a condition satisfactory to Mortgagee.

Mortgagor agrees to execute and deliver such other instruments as Mortgagee may require to evidence the assignment of all such awards and proceeds to Mortgagee.

7. **Legal Action.** If Mortgagee is made a party to or appears, either voluntarily or involuntarily, in any action or proceeding affecting the Mortgaged Property, the Note, or the validity or the priority of this Mortgage, then Mortgagor shall, upon demand, reimburse Mortgagee for all costs, expenses and liabilities incurred by Mortgagee by reason of any such action or proceeding, including attorneys' fees, whether incurred before, during, or after such litigation or upon appellate level or in bankruptcy proceedings, and the same shall be secured by this Mortgage.

8. **Events of Default.** The occurrence of any of the following shall constitute an event of default ("**Event of Default**") hereunder: (a) Mortgagor shall fail to pay the Obligations when same shall become due and payable, including, without limitation, any (i) installment of principal or interest on the Note, or any part thereof, within five (5) days from the date on which such payment is due; or (ii) any sum due to Mortgagee hereunder or under the Note, as and when the same shall become due and payable; or (b) Mortgagor shall fail to observe or perform any other covenant or agreement made by Mortgagor in or pursuant to this Mortgage, the Note, or any other document evidencing or securing the indebtedness secured hereby, subject to any applicable notice and cure periods; or (c) if Mortgagor makes any assignment for the benefit of creditors, or if a receiver, liquidator or trustee of Mortgagor or of such endorser or guarantor or of any of Mortgagor's or such endorser's or guarantor's property is appointed, or if any voluntary or involuntary petition for bankruptcy, reorganization or arrangement of Mortgagor or such endorser or guarantor pursuant to the Federal Bankruptcy Act, or any similar statute is filed, or Mortgagor is liquidated or dissolved or its charter expires or is revoked or Mortgagor

or such endorser or guarantor (if a partnership or business association or similar entity) are dissolved or partitioned, or Mortgagor or such endorser or guarantor (if a trust or a similar entity) are terminated or it expires.

9. **Remedies.** If an Event of Default shall occur, then, Mortgagee may at Mortgagee's option:

(a) **Acceleration.** Declare the unpaid portion of the principal of the Note and all interest accrued and unpaid thereon, together with all other amounts secured hereby, to be due and payable immediately, whereupon such sums shall immediately become due and payable.

(b) **Foreclosure.** Mortgagee may institute any one or more actions of mortgage foreclosure against all or any part of the Mortgaged Property, or take such other action at law, equity or by contract for the enforcement of this Mortgage and realization on the security herein or elsewhere provided for, as the law may allow, and may proceed therein to final judgment and execution for the entire unpaid balance of all other obligations or indebtedness of Mortgagor to Mortgagee of whatever kind or character and whenever borrowed or incurred, including without limitation, principal, interest, fees, late charges and expenses, including attorneys' fees (collectively, the "**Liabilities**"). The unpaid balance of any judgment shall bear interest at the greater of (a) the statutory rate provided for judgments, or (b) the default rate under the Note. Without limiting the foregoing, Mortgagee may foreclose this Mortgage and exercise its rights as a secured party for all or any portion of the Liabilities which are then due and payable, subject to the continuing lien of this Mortgage for the balance not then due and payable. In case of any sale of the Mortgaged Property by judicial proceedings, the Mortgaged Property may be sold in one parcel or in such parcels, manner or order as Mortgagee in its sole discretion may elect. Mortgagor, for itself and anyone claiming by, through or under them, hereby agrees that Mortgagee shall in no manner, in law or in equity, be limited, except as herein provided, in the exercise of its rights in the Property or in any other security hereunder or otherwise appertaining to the Liabilities or any other obligation secured by this Mortgage, whether by any statute, rule or precedent which may otherwise require said security to be marshalled in any manner and Mortgagor, for itself and others as aforesaid, hereby expressly waives and releases any right to or benefit thereof.

(c) **Other Remedies.** Mortgagee may exercise any other remedy specifically granted under this Mortgage, or the Note, or any other instrument securing the Note, or as now or hereafter existing in equity or at law, by virtue of statute or otherwise.

10. **No Waiver.** No delay or omission of Mortgagee or of any holder of the Note to exercise any right, power or remedy granted herein or accruing upon any Event of Default shall exhaust or impair such right, power or remedy or shall be construed to waive any such Event of Default or to constitute acquiescence therein. Every right, power and remedy given to Mortgagee may be exercised from time to time and as often as may be deemed expedient by Mortgagee. No waiver of any default hereunder shall extend to or affect any other default then existing or thereafter occurring or impair any rights, powers or remedies consequent thereon.

11. **Cumulative Remedies.** No right, power or remedy conferred upon or reserved to Mortgagee by the Note, this Mortgage or any other instrument securing this Note is exclusive of any other right, power or remedy, but each and every right, power and remedy shall be cumulative and concurrent and shall be, in addition to any other right, power or remedy given hereunder or under the

Note or any other instrument securing the Note or now or hereafter existing in equity or at law, by virtue of statute or otherwise.

12. **Further Assurances.** Mortgagor agrees that any time, and from time to time after execution and delivery of this Mortgage, it will, upon the request of Mortgagee, and at Mortgagor's sole expense, execute and deliver such further documents and do such further acts and things as Mortgagee may reasonably request in order to fully effect the purposes of this Mortgage and to subject to the lien of this Mortgage any property intended by the provisions hereof to be covered hereby.

13. **Fees and Costs.** Mortgagor shall pay all of the costs, charges and expenses, including attorneys' fees, whether or not suit be brought, and whether incurred before, during or after any litigation or upon any appellate level or in bankruptcy proceedings, incurred or paid at any time by Mortgagee because of the failure of Mortgagor to perform, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants of the Note or this Mortgage. All such payments shall be secured by this Mortgage and shall bear interest at the highest rate permitted by applicable law.

14. **Releases.** Upon payment in full of all Obligations and all sums due under the Note and this Mortgage, Mortgagee shall, upon the request of, and at the cost of, Mortgagor, execute a proper satisfaction of this Mortgage in the Public Records of Hendry County, Florida.

15. **Future Advances.** This Mortgage also secures future advances up to an additional \$2,000,000.00 as are made within twenty (20) years from the date hereof, plus interest thereon, and any disbursements made by Mortgagee for the payment of taxes, insurance or other liens on the Mortgaged Property, which advances shall be secured hereby to the same extent as if such future advances were made on this date. The provisions of this paragraph shall not be construed to imply any obligation on Mortgagee to make any future advances, it being the intention of the parties that any future advances shall be solely at the discretion and option of Mortgagee.

16. **Assignment of Leases and Rents.** This Mortgage constitutes an absolute and present assignment of the Leases and of the Rents and Profits and shall be fully operative without any further action on the part of either party. Mortgagee shall be entitled, at its option, upon the occurrence of a default hereunder, to all Rents and Profits; provided, however, that so long as no default has occurred hereunder, Mortgagor is hereby given permission to collect, receive, take, use, and enjoy all such Rents and Profits as these come due and payable, but not in advance thereof. Upon any such default hereunder, the permission hereby given to Mortgagor to collect such Rents and Profits shall terminate and such permission shall not be reinstated upon a cure of the default without Mortgagee's specific consent. Mortgagee may exercise the rights herein granted upon notifying the tenants, purchasers or other obligors (the "Lessees") in connection with the foregoing of the right of Mortgagee to receive such Rents and Profits, and shall instruct such Lessees to pay the same directly to Mortgagee without any consent from Mortgagor being required, a copy of this instrument and a statement by Mortgagee that the Mortgage is in default being sufficient notice to such Lessees of Mortgagee's rights to collect the same. Neither the exercise of any right under this Section by Mortgagee, nor the application of any such Rents and Profits to the indebtedness and other sums secured hereby, shall cure or waive any default or notice of default or invalidate any act pursuant hereto, but the rights herein granted shall be cumulative of all other rights and remedies.

17. **Hazardous Materials.** Mortgagor represents, warrants and covenants that Mortgagor has not used and will not use Hazardous Materials (as hereinafter defined), on, from, or affecting the Mortgaged Property in any manner which violates federal, state, or local laws, ordinances, rules regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials. Mortgagor shall keep or cause the Mortgaged Property to be kept free of Hazardous Materials. Without limiting the foregoing, Mortgagor shall not cause or permit the Mortgaged Property to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall Mortgagor cause or permit, as a result of any intentional or unintentional act or omission on the part of Mortgagor or any tenant or subtenant, a release of Hazardous Materials onto the Mortgaged Property or onto any other property. Mortgagor shall comply with and ensure compliance by all tenants and subtenants with all applicable federal, state and local laws, ordinances, rules and regulations, whenever and by whomever triggered, and shall obtain and comply with any and all approvals, registrations or permits required thereunder. Mortgagor shall (a) conduct and complete all investigations, studies, sampling, and testing and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials, on, from, or affecting the Mortgaged Property (i) in accordance with all applicable federal, state, and local laws, ordinances, rules, regulations, and policies, (ii) to the satisfaction of Mortgagee, and (iii) in accordance with the orders and directions of all federal, state and local governmental authorities and (b) defend, indemnify, and hold harmless Mortgagee and its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to (i) the presence, disposal, release, or threatened release of any Hazardous Materials which are on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Materials; and/or (iv) any violation of laws, orders, regulations, requirements, or demands of governmental authorities, or any policies or requirements of Mortgagee, which are based upon or in any way related to such Hazardous Materials, including without limitation, attorneys and consultant fees, investigation and laboratory fees, court costs, and litigation expenses. In the event this Mortgage is foreclosed, or Mortgagor tenders a deed in lieu of foreclosure, Mortgagor shall deliver the Mortgaged Property to Mortgagee free of any and all Hazardous Materials so that the condition of the Mortgaged Property shall conform with all applicable federal, state and local laws, ordinances, rules or regulations affecting the Mortgaged Property.

For purposes of this Section, "Hazardous Materials" includes without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (42 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. Sections 2901, et seq.), and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local environmental laws, ordinances, rules, or regulations. The provisions of this Section shall be in addition to any and all obligations and liabilities Mortgagor may have to Mortgagee at common law, and shall survive the transactions contemplated herein. Mortgagee in its sole discretion, in the event of any Event of Default under this Mortgage, may inspect the Mortgaged Property or retain others to

inspect the Mortgaged Property and conduct whatever tests Mortgagee deems necessary to ensure Mortgagor is in compliance with the warranties, covenants and representations contained in this Section. In the event Mortgagee ascertains, with or without an inspection of the Mortgaged Property, that there are any violations of any warranties or covenants contained in this Section or that any of Mortgagor's representations contained herein are inaccurate, then Mortgagee may foreclose this Mortgage, although Mortgagee shall be under no obligation to do so, or Mortgagee may pursue any other remedies provided under the Loan Documents which Mortgagee is entitled to pursue as a result of a violation of the warranties and covenants of this Section or as a result of any inaccurate or false representations contained in this Section.

18. **Miscellaneous Provisions.**

(a) Time is of the essence with respect to each and every covenant, agreement and obligation of Mortgagor under this Mortgage, the Note and any and all other instruments now or hereafter evidencing, securing or otherwise relating to the indebtedness secured hereby.

(b) Any and all notices, elections or demands permitted or required to be made under this Mortgage shall be in writing, signed by the party giving such notice, election or demand, and shall be mailed through the United States Postal Service by registered or certified mail, return receipt requested, postage prepaid, or an express courier (i.e. Federal Express), to the other party at the address first set forth above, or to such other address as may have been supplied in writing in accordance with the terms of this paragraph.

(c) Captions of paragraphs contained in this Mortgage are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Mortgage or the intent of any provision hereof. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the others and shall apply jointly and severally.

(d) This Mortgage has been negotiated, executed and delivered in the State of Florida and shall be governed by and construed in accordance with the laws of the State of Florida. The proper venue for any action concerning this Mortgage or the Note shall be Borward County, Florida or the county where the Mortgaged Property is located.

(e) If any provision of this Mortgage is held to be invalid, illegal or unenforceable by a court of law, such provision shall be severable and the remaining provisions of this Mortgage shall remain valid and enforceable to the fullest extent permitted by law.

(f) This Mortgage and the Note have been negotiated "at arms length" by and between Mortgagor and Mortgagee, each having the opportunity to be represented by legal counsel of each party's choice, and therefore, this Mortgage and the Note shall not be more strictly construed against either party by reason of the fact that one party may have drafted any or part of the provisions of such documents.

(g) This Mortgage may not be supplemented, extended, modified or terminated except by an agreement in writing signed by Mortgagee.



(h) The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Mortgagee and Mortgagor.

19. **WAIVER OF JURY TRIAL.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, MORTGAGOR (BY ITS ACCEPTANCE OF THIS MORTGAGE) HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS MORTGAGE, OR IN ANY WAY CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE DEALING OF MORTGAGOR WITH RESPECT TO THIS MORTGAGE, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MORTGAGOR HEREBY AGREES THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT MORTGAGOR MAY FILE AN EXECUTED COPY OF THIS MORTGAGE WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OF MORTGAGOR TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. MORTGAGOR HEREBY AGREES THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTION OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS MORTGAGE. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY MORTGAGOR, AND MORTGAGOR REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY, THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS MORTGAGE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL SELECTED BY MORTGAGOR OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

[Signature Page to Mortgage and Security Agreement]

**IN WITNESS WHEREOF**, this Mortgage has been duly executed and delivered by Mortgage on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**MORTGAGOR:**

SIMI UNITED STATES LLC, a Delaware  
limited liability company

David Mars  
Print Name: David Mars  
Address: 607 E. Uxwelan Ave  
Exton PA 19341

By: James Giovanoni  
Name: James Giovanoni  
Title: President

Shea Brook  
Print Name: Shea Brook  
Address: 607 E. Uxwelan Ave  
Exton PA 19341

STATE OF ~~FLORIDA~~ Pennsylvania  
COUNTY OF Chester

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 8 day of January, 2025, by James Giovanoni, the President of SIMI UNITED STATES LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced Pennsylvania Drivers License as identification.

[NOTARY SEAL]

Kelly Bainbridge  
Print Name: Kelly Bainbridge

Commonwealth of Pennsylvania - Notary Seal  
Kelly Bainbridge, Notary Public  
Chester County  
My commission expires March 25, 2028  
Commission number 1442934  
Member, Pennsylvania Association of Notaries

**EXHIBIT "A"**

**LAND**

**Indigo PARCEL A**

**Parcel 1: ID# 1-28-43-31-A000-0002.0000: Fee**

Commencing at the Southwest corner of the Southeast one quarter (SE 1/4) of the Southwest one quarter (SW 1/4) of Section 31, Township 43 South, Range 28 East, Thence North 00°35'59" West, a distance of 2488.85 feet to the Point of Beginning of a parcel of land herein described, Thence North 89°22'06" East, a distance of 970.44 feet, Thence North 00°39'49" West, a distance of 535 feet more or less to Bedman's Creek; Thence Westerly along the center of Bedman's Creek to point of intersection of the center Bedman's Creek and a prolongation of the line bearing North 00°35'59" West of the Point of Beginning; Thence South 00°35'59" East, along said prolongation a distance of 450 feet more or less to the Point of Beginning.

**Parcel 2; ID# 1-28-43-31-A00-0002.1200: Fee**

Lot 9: Commencing at the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 31, Township 43 South, Range 28 East, Thence along the Southerly line of said Section 31; North 89°30'13" East a distance of 486.61 feet, thence North 00°37'54" West a distance of 2075 feet to the Point of Beginning of a parcel of land herein described; Thence North 89°22'06" East a distance of 485.45 feet; thence North 00°39'40" West a distance of 415 feet; thence South 89°22'06" West a distance of 485.22 feet: Thence South 00°37'54" East a distance of 415 feet to the Point of Beginning.

**Parcel 3: ID# 1 -28-43-31-A00-0002.1300: Fee and Easement**

Lot 10: Commencing at the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 31, Township 43 South, Range 28 East, Thence along the Southerly line of said Section 31; North 89°30'13" East a distance of 486.61 feet; thence North 00°37'54" West a distance of 1660 feet to the Point of Beginning of a parcel of land herein described. Thence North 89°22'06" East a distance of 485.68 feet; thence North 00°39'49" West a distance of 415 feet; Thence South 89°22'06" West a distance of 485.45 feet; Thence South 00°37'54" East a distance of 415 feet to the Point of Beginning.

Together with easements for ingress, egress, utilities and maintenance as recorded in Official Records Book 946, Page 1363 and Official Records Book 946, Page 1365, of the Public Records of Hendry County, Florida.

**Parcel 4; ID # 1 28 43 31 A00 0002.2300: Easement Parcel**

**Easement for the benefit of Parcel 1 as described below:**

**The East Thirty Feet (30') of the following described property:**

Commencing at the Southwest corner of the Southeast one-quarter of the Southwest one-quarter of Section 31, Township 43 South, Range 28 East, Hendry County, Florida, thence North 89°39'13" East, a distance of 486.61 feet; thence North 00°37'54" West, a distance of 3,959.48 feet to the POINT OF BEGINNING of a tract of land hereafter described; thence South 89°42'23" West, a distance of 484.41 feet; thence South 00°35'59" East, a distance of 1,022 feet, more or less, to Bedman Creek; thence Easterly along Bedman Creek to a point; thence North 00°37'54" West, a distance of 860 feet, more or less, to the POINT OF BEGINNING.

**TOGETHER WITH the right of Ingress and Egress over and across the following described road, drainage and utility easement:**

**Commencing at the Southwest corner of the Southeast one-quarter of the Southwest one-quarter of said Section 31;**

thence North 00°35'59" West, a distance of 30.00 feet to the POINT OF BEGINNING of a 60 foot easement, 30 feet each side of the following described centerline; thence North 89°30'13" East, a distance of 486.61 feet; thence North 00°37'54" West, a distance of 3,899.48 feet; thence North 88°42'23" East, a distance of 484.40 feet and there terminating.

**MDRH PARCEL B**

**Parcel 1:**

A Tract or Parcel of land in the Southwest quarter (1/4) of Section 31, Township 43 South, Range 28 East, Hendry County, Florida, being more particularly described as follows: Commencing at the Southwest corner of the Southeast quarter (1/4) of the Southwest quarter (1/4) of Section 31; thence North 89°30'13" East along the South line of said Section 31 for 486.61 feet; thence North 00°37'54" West for 1,245.00 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; thence South 89°22'06" West 485.92 feet; thence North 00°35'59" West 415.00 feet; thence North 89°22'06" East 485.69 feet; thence South 00°37'54" East for 415.00 feet to the POINT OF BEGINNING.

**Parcel 2:**

A Tract or Parcel of land in the Southwest quarter (1/4) of Section 31, Township 43 South, Range 28 East, Hendry County, Florida, being more particularly described as follows: Commencing at the Southwest corner of the Southeast quarter (1/4) of the Southwest quarter (1/4) of said Section 31; thence North 89°30'13" East along the South line of said Section 31 for 486.61 feet; thence North 00°37'54" West for 1,660 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; thence South 89°22'06" West 485.69 feet; thence North 00°35'59" West 415.00 feet; thence North 89°22'06" East 485.46 feet; thence South 00°37'54" East for 415.00 feet to the POINT OF BEGINNING.

TOGETHER with the right of Ingress and Egress over and across the following described road, drainage and utility easement:

Commencing at the Southwest corner of the Southeast one-quarter of the Southwest one-quarter of said Section 31; thence North 00°35'59" West, a distance of 30.00 to the POINT OF BEGINNING of a 60 feet easement, 30 feet each side of the following described centerline; thence North 89°30'13" East, a distance of 486.61 feet; thence North 00°37'54" West, a distance of 3,899.48 feet; thence North 89°42'23" East, a distance of 484.40 feet and there terminating.

**Parcel 3:**

The East Thirty Feet (30') of the following described property:

Commencing at the Southwest corner of the Southeast one-quarter of the Southwest one-quarter of Section 31, Township 43 South, Range 28 East, Hendry County, Florida, thence North 89°39;13: East, a distance of 486.61 feet; thence North 00°37'54" West, a distance of 3,959.48 feet to the POINT OF BEGINNING of a tract of land hereafter described; thence South 89°42'23" West, a distance of 484.41 feet; thence South 00°35'59" East, a distance of 1,022 feet, more or less, to Bedman Creek; thence Easterly along Bedman Creek to a point; thence North 00°37'54" West, a distance of 860 feet, more or less, to the POINT OF BEGINNING.

TOGETHER WITH the right of Ingress and Egress over and across the following described road, drainage and utility easement:

Commencing at the Southwest corner of the Southeast one-quarter of the Southwest one-quarter of said Section 31; thence North 00°35'59" West, a distance of 30.00 feet to the POINT OF BEGINNING of a 60 foot easement, 30 feet each side of the following described centerline; thence North 89°30'13" East, a distance of 486.61 feet; thence North 00°37'54" West, a distance of 3,899.48 feet; thence North 89°42'23" East, a distance of 484.40 feet and there

terminating; as modified by Easement Agreement recorded in Official Records Book 869, Page 1056 of the public records of Hendry County, Florida.

Parcel 4 (Comprised of Parcels A, B, C and D below)

Parcel A:

The West one-half of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  lying Southerly of the centerline of Bedman's Creek in Section 31, Township 43 South, Range 28 East, Hendry County, Florida.

Parcel B:

The East  $\frac{1}{2}$  of the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ ;

AND

The East  $\frac{1}{2}$  of the East  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 31, Township 43 South, Range 28 East, Hendry County, Florida, lying South of Bedman's Creek.

Together with a roadway and utility easement over the West 15 feet of the East  $\frac{1}{2}$  of the West  $\frac{1}{2}$  of the West  $\frac{1}{2}$ , less the South 415 feet and over the East 15 feet of the West  $\frac{1}{2}$  of the West  $\frac{1}{2}$  of the West  $\frac{1}{2}$ , less the South 415 feet and over the North 30 feet of the South 445 of the East  $\frac{1}{2}$  of the West  $\frac{1}{2}$  of the West  $\frac{1}{2}$  and over the East 30 feet of the South 445 of the East  $\frac{1}{2}$  of the West  $\frac{1}{2}$  of the West  $\frac{1}{2}$  and over the South 30 feet of the West  $\frac{1}{2}$  of the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  all in Section 31, Township 43 South, Range 28 East, Hendry County, Florida.

Parcel C:

The Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 31, Township 43 South, Range 28 East, Hendry County, Florida.

Parcel D:

A tract or parcel of land lying in the West one-half of the Southwest  $\frac{1}{4}$ , Section 31, Township 43 South, Range 28 East, Hendry County, Florida, which tract or parcel is described as follows:

From the Southwest corner of said fraction and said section run North  $00^{\circ}35'10''$  West along the West line of said section for 1,321.52 feet; thence run North  $89^{\circ}33'08''$  East for 662.90 feet to the center of a roadway easement 30 feet wide; thence run North  $00^{\circ}44'06''$  West along said centerline for 660.50 feet to the Point of Beginning.

From said Point of Beginning continue North  $00^{\circ}44'06''$  West along said centerline for 330.25 feet; thence run North  $89^{\circ}41'23''$  East for 662.34 feet to an intersection with the East line of said West half of said Southwest quarter; thence run South  $00^{\circ}35'59''$  East along said East line for 329.72 feet; thence South  $89^{\circ}38'38''$  West for 661.56 feet to the Point of Beginning.

Parcel 5

The Northern one-half of the following:

A tract or parcel of land lying in the Southwest one-quarter of Section 31, Township 43 South, Range 28 East, Hendry County, Florida, which tract or parcel is described as follows:

From the Southwest corner of said Section run North  $00^{\circ}35'10''$  West along the West line of said Section for 1321.52 feet; thence run North  $89^{\circ}33'08''$  East for 662.90 feet to the center of a roadway easement 30 feet wide and the Point-of-Beginning. From said Point-of-Beginning run North  $00^{\circ}44'06''$  West along said centerline for 660.50 feet; thence run North  $89^{\circ}38'38''$  East for 661.56 feet to an intersection with the East line of the West one-half of said Southwest

one-quarter; thence run South 00°35'59" East along said East line for 659.44 feet; thence run South 89°33'08" West for 660 feet to the Point-of-Beginning.

**Parcel 6 (Comprised of Parcels A, B and C below)**

**Parcel A:** That part of the following described property lying South of the centerline of Bedman's Creek: the West one-half (W 1/2) of the Southwest one-quarter (SW 1/4) of the Northwest one-quarter (NW1/4) of Section 31, Township 43 South, Range 28 East, Hendry County, Florida.

**Parcel B:** The North one-half (N 1/2) of the Northwest one-quarter (NW 1/4) of the Northwest one-quarter (NW1/4) of the Southwest one-quarter (SW 1/4) of Section 31, Township 43 South, Range 28 East, Hendry County, Florida.

**Parcel C:** The South one-half (S 1/2) of the Northwest one-quarter (NW 1/4) of the Northwest one-quarter (NW 1/4) of the Southwest one-quarter (SW 1/4) of Section 31, Township 43 South, Range 28 East, Hendry County, Florida.

Together with the following described easements for the benefit of Parcel C for right of way, ingress and egress, and utility purposes the East 15 feet of the West 1/2 of the Southerly 3/4ths of the Northwest 1/4 of the Southwest 1/4 of Section 31, Township 43 South, Range 28 East Hendry County, Florida the West 15 feet of the East 1/2 of the Southerly 3/4ths of the Northwest 1/4 of the Southwest 1/4 of Section 31, Township 43 South, Range 28 East Hendry County, Florida.

**Parcel 7 Easement**

TOGETHER WITH a non-exclusive easement for the benefit of Parcels 4, 5, and 6 above for ingress and egress 30 feet wide the centerline of which is described as follows:

From said Southwest corner of Section 31 run North 89°30'13" East along the South line of said Section for 1308.21 feet to the Point-of-Beginning of the herein described centerline.

From said Point-of-Beginning run North 00°35'59" West, parallel with the East line of the West one-half of the Southwest one-quarter for 430 feet; thence run South 89°30'13" West, parallel with the South line of said Section, for 645 feet; thence run North 00°35'59" West, parallel with said East line of said West one-half for 890.96 feet to the Point-of-Beginning of the herein described parcel and the end of the herein described centerline.