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OFFICE OF GENERAL COUNSEL

MUR 7745

Federal Election Commission Complaint

**Regarding CASEY ASKAR FOR CONGRESS's
Fraudulent Campaign Loan in Conspiracy with
NORTHERN BANK & TRUST COMPANY**

Filed by Stanley Carter

4 June, 2020

EXECUTIVE SUMMARY

A \$3,000,000 loan obtained by CASEY ASKAR FOR CONGRESS from NORTHERN BANK & TRUST COMPANY violated many FEC guidelines and reeks of fraud to the highest degree. It is necessary that the proper authorities be alerted to the following violations and instances of fraud by CASEY ASKAR FOR CONGRESS and NORTHERN BANK & TRUST COMPANY so that they can be investigated and addressed, and the perpetrators can be brought to justice.

The FEC's guidelines state that a bank loan to a campaign must bear "the bank's usual and customary interest rate." However, CASEY ASKAR FOR CONGRESS obtained a \$3,000,000 loan from NORTHERN BANK & TRUST COMPANY with a 0% APR, which, of course, is not "the bank's usual and customary interest rate." This alone is a major violation, but the infringements do not stop there.

In addition, there is overwhelming evidence that the loan was made to KOUSAY "CASEY" ASKAR's company, not to his campaign. In that case, the funds transferred to his campaign should have been classified as a personal contribution, for which the regulations are very different. KOUSAY "CASEY" ASKAR likely attempted to fraudulently classify the loan as a bank loan directly to the campaign in order to avert the responsibilities and disadvantages of classifying the loan as a personal contribution.

However, there is even more to the story. The collateral for the loan was a property owned by an LLC of which KOUSAY "CASEY" ASKAR is a partner – but not the sole owner. The value of the property was listed as \$3,000,000 on CASEY ASKAR FOR CONGRESS's FEC filing

documents, yet the day after the line of credit was established, the LLC that owned the property mortgaged it for \$650,000, less than 22% of the value listed on CASEY ASKAR FOR CONGRESS's filing documents. What's more, the county appraised the value of the property at merely \$425,000, a miniscule fraction of the loan's value.

Of course, banks are conscious of the stringent regulations surrounding campaign finance, and they would be all the more conscious of those regulations when lending a figure as large as \$3,000,000. However, NORTHERN BANK & TRUST COMPANY blatantly ignored these regulations.

Why? Because KOUSAY "CASEY" ASKAR conspired with the President & CEO of NORTHERN BANK & TRUST COMPANY, JAMES MAWN, to receive the fraudulent loan. This is evidenced by the fact that JAMES MAWN and his wife ERICA MAWN donated maximum contributions to CASEY ASKAR FOR CONGRESS, totaling over \$10,000.

This is an abundantly clear example of corruption, and is exactly what the FEC guidelines seek to prevent. KOUSAY "CASEY" ASKAR disregarded FEC guidelines entirely and committed many serious violations in an attempt to evade regulations, gain an illegal and unfair advantage, and pull levers of power in order to commit fraud.

It is imperative that KOUSAY "CASEY" ASKAR, CASEY ASKAR FOR CONGRESS, and NORTHERN BANK & TRUST COMPANY be served justice for their egregious violations. The loan should be recalled immediately as the investigation unfolds, so as not to allow CASEY ASKAR FOR CONGRESS to benefit from the fraud that they committed. In addition, a comprehensive investigation should be launched into all parties, including KOUSAY "CASEY" ASKAR, CASEY ASKAR FOR CONGRESS, JAMES MAWN, NORTHERN BANK & TRUST COMPANY, and all regulators and individuals involved.

The following 34-page report contains much of the evidence referenced in this Executive Summary.

Askar's Illegal \$3 Million Campaign Loan...

Askar Filed Paperwork on 3/19/20 Stating His Intent to Use Personal Funds on His Campaign:

DECLARATION OF INTENT TO EXPEND PERSONAL FUNDS (House or Senate Only)

9. I intend to expend personal funds exceeding the threshold amount (see 11 C.F.R. 400.9) by

9A. **0.00** for the primary election, and

9B. **0.00** for the general election

Signed as: Casey Askar

Signed by the candidate on: 03/19/2020

11 Days Later (3/30/2020), Casey Askar's Congressional Campaign Received a \$3 Million Loan from Northern Bank & Trust Company in Woburn, Massachusetts:

Image# 202004159219155239

SCHEDULE A (FEC Form 3) ITEMIZED RECEIPTS

Use separate schedule(s)
for each category of the
Detailed Summary Page

FOR LINE NUMBER: (check only one) PAGE 95 OF 100

☐ 11a ☐ 11b ☐ 11c ☐ 11d
☐ 12 ☒ 13a ☐ 13b ☐ 14 ☐ 15

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

NAME OF COMMITTEE (In Full) CASEY ASKAR FOR CONGRESS			
Full Name (Last, First, Middle Initial) Northern Bank & Trust Company		Date of Receipt MM / DD / YYYY <div style="display: flex; justify-content: space-around;"> 03 30 2020 </div>	
Mailing Address 275 Mishawum Road		Transaction ID : SA13A.4104	
City Woburn	State MA	Zip Code 01801	
FEC ID number of contributing federal political committee. <div style="border: 1px solid black; padding: 2px; display: inline-block;">C</div>		Amount of Each Receipt this Period <div style="border: 1px solid black; padding: 2px; display: inline-block;">3000000.00</div>	
Name of Employer 		Occupation 	
Receipt For: 2020 <input checked="" type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify) ▼		Election Cycle-to-Date ▼ <div style="border: 1px solid black; padding: 2px; display: inline-block;">3000000.00</div>	
<input type="checkbox"/> Memo Item		Loan	

According to His FEC Filing (Exhibit A), Askar Said the Loan was a Line of Credit Received from Northern Bank & Trust on 1/15/20 and Secured by His Real Estate with a Zero Percent APR:

Image# 202004159219155242

98 OF 100

SCHEDULE C-1 (FEC Form 3)**LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS**

Federal Election Commission, Washington, D.C. 20463

Supplementary for
Information found on
Page ____ of Schedule C

NAME OF COMMITTEE (In Full) CASEY ASKAR FOR CONGRESS		Transaction ID : SC/10.4104.SC1		FEC IDENTIFICATION NUMBER C C00742528	
LENDING INSTITUTION (LENDER) Full Name Northern Bank & Trust Company		Amount of Loan 3000000.00		Interest Rate (APR) 0.00 %	
Mailing Address 275 Mishawum Road		Date Incurred or Established 01 / 15 / 2020		Date Due 1/15/2021	
City Woburn	State MA	Zip Code 01801	Back Ref SC/10.4104		
A. Has loan been restructured? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, date originally incurred ____ / ____ / ____					
B. If line of credit, Amount of this Draw: 3000000.00 Total Outstanding Balance: 3000000.00					
C. Are other parties secondarily liable for the debt incurred? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Endorsers and guarantors must be reported on Schedule C.)					
D. Are any of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel papers, stocks, accounts receivable, cash on deposit, or other similar traditional collateral? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, specify: Real Property					
				What is the value of this collateral? 3000000.00	
Does the lender have a perfected security interest in it? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes					

FEC States That a Bank Loan to a Campaign MUST Include the Bank's "Usual and Customary Interest Rate":

A candidate or his or her campaign committee may obtain a loan, including a line of credit, from a bank, provided that the loan:

1. Bears the bank's usual and customary interest rate for the category of loan involved,
2. Is evidenced by a written instrument,
3. Is subject to a due date or amortization schedule, and
4. Is made on a basis which assures repayment.

Bank loans are not considered contributions from the bank if they comply with FEC regulations on bank loans. If a loan fails to meet any of these conditions, then a prohibited contribution from the lending institution results. (<https://www.fec.gov/help-candidates-and-committees/handling-loans-debts-and-advances/bank-loans/>)

Askar Also Stated on His Filing That No Other Person Was Liable for the Loan:

C. Are other parties secondarily liable for the debt incurred? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Endorsers and guarantors must be reported on Schedule C.)	
D. Are any of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel papers, stocks, accounts receivable, cash on deposit, or other similar traditional collateral? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, specify: <u>Real Property</u>	What is the value of this collateral? <div>3000000.00</div> Does the lender have a perfected security interest in it? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
E. Are any future contributions or future receipts of interest income, pledged as collateral for the loan? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, specify: _____	What is the estimated value? <div>0.00</div>

A Review of Askar's Financing Statements Shows Only 1 Statement Related to Northern Bank & Trust in January and That Financing Statement Shows That Askar Pledged His Interest in 6619 SW 14th ST Company, AFNC LLC, Garfield Management LLC and Garfield Property Management Company, LLC:

4. COLLATERAL: This financing statement covers the following collateral: All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid. All Debtor's present and future right, title and interest in and to the outstanding and issued membership interests in 6619 SW 14TH ST COMPANY, LLC; AFNC, LLC; each a Florida limited liability company; GARFIELD MANAGEMENT, LLC and GARFIELD PROPERTY MANAGEMENT COMPANY, LLC, each a Michigan limited liability company, and any additional equity or membership interests hereinafter acquired by the Debtor in 6619 SW 14TH ST COMPANY, LLC; AFNC, LLC; GARFIELD MANAGEMENT, LLC and GARFIELD PROPERTY MANAGEMENT COMPANY, LLC, and any and all books and records memorializing such membership interests, and all proceeds and products of the foregoing, including, without limitation, all deposit accounts and all cash, securities, dividends, distributions, additional equity interests, instruments, promissory notes or other property at any time and from time to time receivable or otherwise distributed in respect of or in exchange for any of or all of the foregoing.

That Statement was Filed on 1/22/20:

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 1-800-858-5294
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscglobal.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div>1762 06213 CSC 801 Adlai Stevenson Drive Springfield, IL 62703</div> <div>Filed In: Florida (S.O.S.)</div>

FLORIDA SECURED TRANSACTION REGISTRY

FILED

2020 Jan 22 04:30 PM

***** 202000690600 *****

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME				
OR				
1b. INDIVIDUAL'S SURNAME ASKAR		FIRST PERSONAL NAME KOUSAY	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 1231 GALLEON DRIVE		CITY NAPLES	STATE FL	POSTAL CODE 34102
			COUNTRY USA	

Askar's Business Partners in 6619 SW 14th Street Company and Garfield Management (Also Family Members) Also Filed Financing Statements on the Same Day Raising Questions About Whether the Loan is Actually a Loan to His Businesses Which Also Would Make the Loan an Illegal Contribution:

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 1-800-858-5294	
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscglobal.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
1762 06626 CSC 801 Adlai Stevenson Drive Springfield, IL 62703	Filed In: Florida (S.O.S.)

FLORIDA SECURED TRANSACTION REGISTRY

FILED

2020 Jan 22 04:30 PM

***** 202000690619 *****

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME			
OR			
1b. INDIVIDUAL'S SURNAME ASKAR	FIRST PERSONAL NAME BASSAM	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 5328 BAREFOOT BAY COURT	CITY BONITA SPRINGS	STATE FL	POSTAL CODE 34134
			COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

4. COLLATERAL: This financing statement covers the following collateral:

All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid. All Debtor's present and future right, title and interest in and to the outstanding and issued membership interests in GARFIELD MANAGEMENT, LLC and GARFIELD PROPERTY MANAGEMENT, LLC, each a Michigan limited liability company, and any additional equity or membership interests hereinafter acquired by the Debtor in GARFIELD MANAGEMENT, LLC and GARFIELD PROPERTY MANAGEMENT, LLC, and any and all books and records memorializing such membership interests, and all proceeds and products of the foregoing, including, without limitation, all deposit accounts and all cash, securities, dividends, distributions, additional equity interests, instruments, promissory notes or other property at any time and from time to time receivable or otherwise distributed in respect of or in exchange for any of or all of the foregoing.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 1-800-858-5294	
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscglobal.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
1762 07172 CSC 801 Adlai Stevenson Drive Springfield, IL 62703	Filed In: Florida (S.O.S.)

FLORIDA SECURED TRANSACTION REGISTRY

FILED

2020 Jan 22 04:30 PM

***** 202000690627 *****

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME			
OR			
1b. INDIVIDUAL'S SURNAME ASKAR	FIRST PERSONAL NAME ALEXANDER	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 5320 BAREFOOT BAY COURT	CITY BONITA SPRINGS	STATE FL	POSTAL CODE 34134
			COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid. All Debtor's present and future right, title and interest in and to the outstanding and issued membership interests in 6619 SW 14TH ST COMPANY, LLC and AFNC, LLC, each a Florida limited liability company, and any additional equity or membership interests hereinafter acquired by the Debtor in 6619 SW 14TH ST COMPANY, LLC and AFNC, LLC, and any and all books and records memorializing such membership interests, and all proceeds and products of the foregoing, including, without limitation, all deposit accounts and all cash, securities, dividends, distributions, additional equity interests, instruments, promissory notes or other property at any time and from time to time receivable or otherwise distributed in respect of or in exchange for any of or all of the foregoing.

Askar's Company Owns the Real Estate, and 1 Day After Filing the Financing Statement to Get the Line of Credit, Mortgaged the Property for \$650,000:

LIMITED LIABILITY COMPANY AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared, KOUSAY ASKAR a/k/a CASEY ASKAR, who being by me first duly sworn on oath deposes and says:

1. Affiant is over the age of 21 years and has full and complete knowledge of the statements made herein.

2. Affiant is the Manager of 6619 SW 14TH ST. COMPANY, LLC, a Florida limited liability company (the "Company") and has the authority to execute a document of this nature.

3. The Company is the owner of the following described real property:

Lot 3 and the North 1/2 of Lot 4, Block B, PATRISON SUBDIVISION, as per plat thereof as recorded in Plat Book 7, Page 91, Public Records of Manatee County, Florida. LESS the maintained right of way for US Highway 41, including the portion conveyed to the State of Florida in Deed Book 359, Page 245, Public Records of Manatee County, Florida.

(the "Property").

4. Said Company has been in continuous existence from the date of its formation on August 2, 2016, to the date of this Affidavit.

4. Said Company has been in continuous existence from the date of its formation on August 2, 2016, to the date of this Affidavit.

5. The following are all of the Members of said Company:

Kousay Askar a/k/a Casey Askar
Alexander Askar

6. The Company is obtaining a First Mortgage in the principal amount of \$650,000.00 in favor of Northern Bank & Trust Company (the "Mortgage"). Affiant has the authority to execute the Mortgage and any other documents, instruments, certificates, consents, affidavits and papers required by Northern Bank & Trust Company in order to consummate the transaction herein contemplated and to bind the Company to its actions.

Askar Didn't Become a Candidate for Congress Until 3/19/20, So the Loan Wasn't Made Directly to His Campaign, It was a Personal Loan Which Appears to Be a Business Loan:

Image# 202003199203915521

PAGE 1 / 1

FEC FORM 2

STATEMENT OF CANDIDACY

1. (a) Name of Candidate (in full) Askar, Casey, . .		2. Candidate's FEC Identification Number H0FL19221	
(b) Address (number and street) PO Box 651		<input type="checkbox"/> Check if address changed	
(c) City, State, and ZIP Code Naples FL 34016		3. Is This Statement <input checked="" type="checkbox"/> New (N) OR <input type="checkbox"/> Amended (A)	
4. Party Affiliation REPUBLICAN PARTY	5. Office Sought House	6. State & District of Candidate FL 19	

DESIGNATION OF PRINCIPAL CAMPAIGN COMMITTEE

7. I hereby designate the following named political committee as my Principal Campaign Committee for the 2020 election(s).
(year of election)

NOTE: This designation should be filed with the appropriate office listed in the instructions.

(a) Name of Committee (in full) Casey Askar for Congress	
(b) Address (number and street) PO Box 651	
(c) City, State, and ZIP Code Naples FL 34106	

According to the Loan Agreement Dated 1/15/20 (the same date listed on the FEC report) with Northern Bank & Trust Company (Exhibit B), the \$5 Million Line of Credit was Given to Askar, 6619 SW 14th St Company LLC, AFNC LLC, Garfield Management LLC and Garfield Property Management LLC Together Not Askar Personally:

MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, FINANCING STATEMENT AND FIXTURE FILING

This Mortgage, Assignment of Leases and Rents, Security Agreement, Financing Statement and Fixture Filing (this "Mortgage"), dated as of January 15, 2020, is made by 6619 SW 14th St Company, LLC a Florida Limited Liability Company with an address at 848 1st Avenue north, Naples, Florida 34102 ("Mortgagor") in favor of NORTHERN BANK & TRUST COMPANY, having an address at 275 Mishawum Road, Woburn, MA 01801 (together with its successors and assigns, "Lender").

RECITALS

- A. Pursuant to that certain Mortgage Loan Agreement dated as of January 15, 2020 by and among Kousay Askar; 6619 SW 14th St Company, LLC; AFNC, LLC; Garfield Management, LLC and Garfield Property Management, LLC, as the borrower, and Lender, as the lender (the "Loan Agreement"), Lender has agreed to make a loan and certain other financial accommodations to or for the account of Mortgagor on the conditions and in accordance with the terms thereof;
- B. It is a condition of the obligation of Lender to make advances and/or otherwise to extend credit to Mortgagor under the Loan Agreement and the other Loan Documents (defined below) that Mortgagor execute and deliver this Mortgage;

ARTICLE 7 DEFINITIONS

The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Loan Agreement.

"Borrower" shall mean Kousay Askar; 6619 SW 14th St Company, LLC; AFNC, LLC; Garfield Management, LLC and Garfield Property Management, LLC.

"Note" shall mean that certain Demand Promissory Note – Line of Credit dated as of January 15, 2020 given by Kousay Askar; 6619 SW 14th St Company, LLC; AFNC, LLC; Garfield Management, LLC and Garfield Property Management, LLC in favor of Lender in the principal amount of FIVE MILLION and 00/100 (\$5,000,000.00) DOLLARS.

SCHEDULE A (FEC Form 3) **ITEMIZED RECEIPTS**

Use separate schedule(s)
for each category of the
Detailed Summary Page

FOR LINE NUMBER: PAGE 95 OF 100

(check only one)

11a 12 11b 13a 11c 13b 11d 14 15

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

NAME OF COMMITTEE (In Full)

CASEY ASKAR FOR CONGRESS

Full Name (Last, First, Middle Initial)

A. Northern Bank & Trust Company

Mailing Address 275 Mishawum Road

City

Woburn

State

MA

Zip Code

01801

FEC ID number of contributing
federal political committee.

C

Name of Employer

Occupation

Receipt For: 2020

☒

Primary

☐

General

☐

Other (specify) ▼

Election Cycle-to-Date ▼

3000000.00

Date of Receipt

M M / D D / Y Y Y Y
03 30 2020

Transaction ID : SA13A.4104

Amount of Each Receipt this Period

3000000.00

Memo Item

Loan

Full Name (Last, First, Middle Initial)

B.

Mailing Address

City

State

Zip Code

FEC ID number of contributing
federal political committee.

C

Name of Employer

Occupation

Receipt For:

☐

Primary

☐

General

☐

Other (specify) ▼

Election Cycle-to-Date ▼

Date of Receipt

M M / D D / Y Y Y Y

Amount of Each Receipt this Period

Memo Item

Full Name (Last, First, Middle Initial)

C.

Mailing Address

City

State

Zip Code

FEC ID number of contributing
federal political committee.

C

Name of Employer

Occupation

Receipt For:

☐

Primary

☐

General

☐

Other (specify) ▼

Election Cycle-to-Date ▼

Date of Receipt

M M / D D / Y Y Y Y

Amount of Each Receipt this Period

Memo Item

SUBTOTAL of Receipts This Page (optional).....▶

3000000.00

TOTAL This Period (last page this line number only).....▶

3000000.00

SCHEDULE C (FEC Form 3)**LOANS**Use separate schedule(s)
for each category of the
Detailed Summary Page

PAGE 97 OF 100

FOR LINE NUMBER:
(check only one)☒ 13a
☐ 13b

NAME OF COMMITTEE (In Full)

Transaction ID : SC/10.4104

CASEY ASKAR FOR CONGRESS**LOAN SOURCE** Full Name (Last, First, Middle Initial)

Northern Bank & Trust Company

☐ Memo Item

Election: 2020

☒ Primary☐ General☐ Other (specify) ▼

Mailing Address

275 Mishawum Road

City

Woburn

State

MA

ZIP Code

01801

☐ Personal Funds of the Candidate

Original Amount of Loan

3000000.00

Cumulative Payment To Date

0.00

Balance Outstanding at Close of This Period

3000000.00

TERMS

Date Incurred

Date Due

Interest Rate
(If none, enter 0)

Secured:

M 03

D 30

Y 2020

M M

D D

Y 12/31/2020

0.00

% (apr)

☒ Yes ☐ No

List All Endorsers or Guarantors (if any) to Loan Source

1. Full Name (Last, First, Middle Initial)

ASKAR, CASEY, . .

Name of Employer

Mailing Address

PO BOX 651

Occupation

City
NAPLESState
FLZIP Code
34016Amount
Guaranteed
Outstanding:

3000000.00

Transaction ID : SC/10.4104.0.SC2

2. Full Name (Last, First, Middle Initial)

Name of Employer

Mailing Address

Occupation

City

State

ZIP Code

Amount
Guaranteed
Outstanding:

3. Full Name (Last, First, Middle Initial)

Name of Employer

Mailing Address

Occupation

City

State

ZIP Code

Amount
Guaranteed
Outstanding:

4. Full Name (Last, First, Middle Initial)

Name of Employer

Mailing Address

Occupation

City

State

ZIP Code

Amount
Guaranteed
Outstanding:**SUBTOTALS** This Period This Page (optional)..... ►

3000000.00

TOTALS This Period (last page in this line only) ►

3000000.00

Carry outstanding balance only to LINE 3, Schedule D, for this line. If no Schedule D, carry forward to appropriate line of Summary.

SCHEDULE C-1 (FEC Form 3)**LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS**

Supplementary for
Information found on
Page ____ of Schedule C

Federal Election Commission, Washington, D.C. 20463

NAME OF COMMITTEE (In Full) CASEY ASKAR FOR CONGRESS		Transaction ID : SC/10.4104.SC1		FEC IDENTIFICATION NUMBER C C00742528	
LENDING INSTITUTION (LENDER) Full Name Northern Bank & Trust Company		Amount of Loan 3000000.00		Interest Rate (APR) 0.00 %	
Mailing Address 275 Mishawum Road		Date Incurred or Established 01 / 15 / 2020		Date Due 1/15/2021	
City Woburn	State MA	Zip Code 01801	Back Ref SC/10.4104		
<p>A. Has loan been restructured? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, date originally incurred</p>					
<p>B. If line of credit, Amount of this Draw: 3000000.00 Total Outstanding Balance: 3000000.00</p>					
<p>C. Are other parties secondarily liable for the debt incurred? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Endorsers and guarantors must be reported on Schedule C.)</p>					
<p>D. Are any of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel papers, stocks, accounts receivable, cash on deposit, or other similar traditional collateral? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, specify: Real Property</p> <p style="text-align: right;">What is the value of this collateral? 3000000.00</p> <p style="text-align: right;">Does the lender have a perfected security interest in it? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes</p>					
<p>E. Are any future contributions or future receipts of interest income, pledged as collateral for the loan? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, specify:</p> <p style="text-align: right;">What is the estimated value? 0.00</p>					
<p>A depository account must be established pursuant to 11 CFR 100.82(e)(2) and 100.142(e)(2). Date account established: Location of account: Address: City, State, Zip:</p>					
<p>F. If neither of the types of collateral described above was pledged for this loan, or if the amount pledged does not equal or exceed the loan amount, state the basis upon which this loan was made and the basis on which it assures repayment.</p>					
<p>G. COMMITTEE TREASURER Typed Name Phillips, Robert, , , DATE 04 / 15 / 2020 Signature</p>					
<p>H. Attach a signed copy of the loan agreement.</p>					
<p>I. TO BE SIGNED BY THE LENDING INSTITUTION: I. To the best of this institution's knowledge, the terms of the loan and other information regarding the extension of the loan are accurate as stated above. II. The loan was made on terms and conditions (including interest rate) no more favorable at the time than those imposed for similar extensions of credit to other borrowers of comparable credit worthiness. III. This institution is aware of the requirement that a loan must be made on a basis which assures repayment, and has complied with the requirements set forth at 11 CFR 100.82 and 100.142 in making this loan.</p>					
<p>AUTHORIZED REPRESENTATIVE Typed Name Taylor, Courtney, , , [Electronically Filed] DATE 01 / 15 / 2020 Signature Taylor, Courtney, , , Title Vice President</p>					

PREPARED BY AND RETURN TO:
VALERIE M. LEPINE, ESQ.
MAWN AND MAWN, P.C.
275 MISHAWUM ROAD
WOBURN, MA 01801

NOTE TO RECORDER: This Mortgage has limited recovery under the promissory note secured by this Mortgage to \$650,000.00 of principal. In addition, the promissory note secured by this Mortgage was executed and delivered to the Lender outside of the State of Florida. As a result, documentary stamp tax in the amount of \$2,275.00 and intangible tax in the amount of \$1,300.00 is being paid simultaneously with the recording of this Mortgage.

**MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT,
FINANCING STATEMENT AND FIXTURE FILING**

This Mortgage, Assignment of Leases and Rents, Security Agreement, Financing Statement and Fixture Filing (this "Mortgage"), dated as of January 15, 2020, is made by 6619 SW 14th St Company, LLC a Florida Limited Liability Company with an address at 848 1st Avenue north, Naples, Florida 34102 ("Mortgagor") in favor of NORTHERN BANK & TRUST COMPANY, having an address at 275 Mishawum Road, Woburn, MA 01801 (together with its successors and assigns, "Lender").

RECITALS

- A. Pursuant to that certain Mortgage Loan Agreement dated as of January 15, 2020 by and among Kousay Askar; 6619 SW 14th St Company, LLC; AFNC, LLC; Garfield Management, LLC and Garfield Property Management, LLC, as the borrower, and Lender, as the lender (the "Loan Agreement"), Lender has agreed to make a loan and certain other financial accommodations to or for the account of Mortgagor on the conditions and in accordance with the terms thereof;
- B. It is a condition of the obligation of Lender to make advances and/or otherwise to extend credit to Mortgagor under the Loan Agreement and the other Loan Documents (defined below) that Mortgagor execute and deliver this Mortgage;
- C. Mortgagor will receive substantial benefit from the execution, delivery and performance of the loan evidenced by the Note (defined below) and the other Loan Documents and is, therefore, willing to enter into this Mortgage; and
- D. Mortgagor is the owner in fee simple of that certain parcel of land located in Manatee County, Florida and more particularly described in Exhibit A attached hereto and incorporated herein (the "Land"), together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights; and all other rights, royalties, and profits relating to the Land, including without limitation all minerals, oil, gas, geothermal and similar matters (collectively, the "Improvements");

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the due and punctual payment and performance of all of the Obligations (defined below) as and when the same become due and payable, Mortgagor hereby represents, warrants, covenants and agrees for the benefit of Lender as follows:

ARTICLE 1 GRANT

In order to secure the due and punctual payment and performance of all of the Obligations as and when the same become due and payable, whether at the stated maturity, by acceleration or otherwise, Mortgagor does hereby grant, mortgage, pledge, bargain, sell, assign, transfer and convey, unto Lender, WITH MORTGAGE COVENANTS, and with the STATUTORY POWER OF SALE, all of Mortgagor's right, title and interest in, to and under the Property.

The Property Address is 6619 SW 14th Street, Bradenton, FL 34207.

TO HAVE AND TO HOLD the Property and the rights, remedies and privileges hereby granted and conveyed unto Lender forever, for the purpose of securing the due and punctual payment and performance of all of the Obligations as and when the same becomes due and payable, whether at the stated maturity, by acceleration or otherwise.

TOGETHER with all leasehold estate, right, title and interest of the Mortgagor in and to all leases or subleases covering the Property (as hereinafter defined) or any portion thereof now or hereafter existing or entered into, and all right, title and interest of the Mortgagor thereunder, including, without limitation, all cash or security deposits, Rents, advance rentals, and deposits or payments of similar nature;

TOGETHER with all right, title and interest of the Mortgagor in and to all options to purchase or lease the Property or any portion thereof or interest therein, and any greater estate in the Property owned or hereafter acquired;

TOGETHER with all interests, estate or other claims, both in law and in equity which the Mortgagor now has or may hereafter acquire in the Property;

TOGETHER with all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights;

TOGETHER with any and all buildings, structures and improvements now or hereafter erected thereon, and all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to the Property and including all trade, domestic and ornamental fixtures, and articles of personal property of every kind and nature whatsoever now or hereafter located in, upon, above or under the Property or any part thereof and used or useable in connection with any present or future operation of the Property (hereafter collectively called "Improvements"), including, but not limiting the generality of the foregoing, all elevator, escalator, heating, irrigation, lighting, laundry, incinerating, dynamo, electrical, electronic, and generating systems and equipment; all engines, pipes, pumps, tanks, motors, conduits; all telephones and telephone systems, switches, computerized processors and switchboards; all plumbing and plumbing fixtures; all lifting, cleaning, fire prevention, fire extinguishing,

refrigerating, ventilating and communications systems, appliances and apparatus; all boilers, stoves, ranges, furnaces, oil burners or units thereof; all air conditioning and air cooling systems and apparatus; and control systems for any of the foregoing and all other appliances, furniture and furnishings; in any of which foregoing equipment Mortgagor now has or may at any time hereafter acquire any rights of any kind whatsoever, to the full extent of the value of such Equipment (as defined below), together with all additions thereto, replacements thereof and all proceeds of the foregoing personal property. (Mortgagor hereby agreeing with respect to all additions and replacements, to execute and deliver from time to time such further instruments as may be requested by Lender to confirm the conveyance, mortgage, transfer and assignment of any of the foregoing.);

TOGETHER with all of the personal property now or hereafter affixed to, placed upon or used in connection with the operation of the Property (sometimes hereinafter referred to as the **"Personal Property"**), however, said Personal Property shall exclude appliances, machinery, furniture, equipment and other property owned or leased by lessees of space (other than the Mortgagor) in any part of the Property. Such Personal Property shall include but is not limited to:

All of the Mortgagor's right, title and interest in and to each of the following, wherever located and whether now or hereafter existing or now owned or hereafter acquired or arising:

(A) (i) all rights to the payment of money or other forms of consideration of any kind (whether classified under the Uniform Commercial Code (the **"UCC"**) as accounts, contract rights, chattel paper, general intangibles or otherwise) including, but not limited to, accounts receivable, letters of credit and the right to receive payment thereunder, chattel paper, tax refunds, insurance proceeds, any rights under contracts not yet earned by performance and not evidenced by an instrument or chattel paper, notes, drafts, instruments, documents, acceptances, and all other debts, obligations and liabilities in whatever form from any person, (ii) all guaranties, security and liens securing payment thereof, (iii) all goods, whether now owned or hereafter acquired, and whether sold, delivered, undelivered, in transit or returned, which may be represented by, or the sale or lease of which may have given rise to, any such right to payment or other debt, obligation or liability, and (iv) all proceeds of any of the foregoing (the foregoing, collectively, **"Receivables"**),

(B) (i) all inventory, (ii) all goods intended for sale or lease or for display or demonstration, (iii) all work in process, (iv) all raw materials and other materials and supplies of every nature and description used or which might be used in connection with the manufacture, packing, shipping, advertising, selling, leasing or furnishing of goods or services or otherwise used or consumed in the conduct of business, and (v) all documents evidencing and general intangibles relating to any of the foregoing (the foregoing, collectively, **"Inventory"**),

(C) (i) all machinery, apparatus, equipment, motor vehicles, tractors, trailers, rolling stock, fittings, fixtures and other tangible personal property (other than Inventory) of every kind and description, (ii) all tangible personal property (other than Inventory) and fixtures used in the Mortgagor's business operations or owned by the Mortgagor or in which the Mortgagor has an interest, and (iii) all parts, accessories and special tools and all increases and accessions thereto and substitutions and replacements therefor (the foregoing, collectively, **"Equipment"**),

(D) all general intangibles, choses in action and causes of action and all other intangible personal property of every kind and nature (other than Receivables), including, without limitation, proprietary rights (including all of the Mortgagor's now owned and hereafter arising or

acquired: copyrights, trademarks, service marks, trade dress, patents and all other rights under any of the foregoing, the "**Proprietary Rights**"), corporate or other business records, inventions, designs, blueprints, plans, specifications, trade secrets, goodwill, computer software, customer lists, registrations, licenses, franchises, tax refund claims, reversions or any rights thereto and any other amounts payable to such person from any benefit plan, rights and claims against carriers and shippers, rights to indemnification, business interruption insurance and proceeds thereof, property, casualty or any similar type of insurance and any proceeds thereof, the beneficiary's interest in proceeds of insurance covering the lives of key employees and any letter of credit, guarantee, claims, security interest or other security for the payment by an account debtor of any of the Receivables (the foregoing, collectively, "**General Intangibles**"),

(E) any demand, time, savings, passbook, money market or like depository account, and all certificates of deposit, maintained with a bank, savings and loan association, credit union or like organization, other than an account evidenced by a certificate of deposit that is an instrument under the UCC (the foregoing, collectively, "**Deposit Accounts**"),

(F) all goods and other property, whether or not delivered, (i) the sale or lease of which gives or purports to give rise to any Receivable, including, but not limited to, all merchandise returned or rejected by or repossessed from customers, or (ii) securing any Receivable, including, without limitation, all rights as an unpaid vendor or lienor (including, without limitation, stoppage in transit, replevin and reclamation) with respect to such goods and other properties,

(G) all mortgages, deeds to secure debt and deeds of trust on real or personal property, guaranties, leases, security agreements and other agreements and property which secure or relate to any Receivable or other Personal Property or are acquired for the purpose of securing and enforcing any item thereof,

(H) all documents of title, including bills of lading and warehouse receipts, policies and certificates of insurance, securities, chattel paper and other documents and instruments,

(I) all files, correspondence, computer programs, tapes, disks and related data processing software which contain information identifying or pertaining to any of the Personal Property or any account debtor or showing the amounts thereof or payments thereon or otherwise necessary or helpful in the realization thereon or the collection thereof,

(J) all cash or property deposited with the Lender or any affiliate thereof or which the Lender is entitled to retain or otherwise possess as collateral pursuant to the provisions of this Mortgage or any other loan document in connection with this Mortgage, and

(K) any and all products and cash and non-cash proceeds of the foregoing (including, but not limited to, any claims to any items referred to in this definition and any claims against third parties for loss of, damage to or destruction of any or all of the Personal Property or for proceeds payable under or unearned premiums with respect to policies of insurance) in whatever form, including, but not limited to, cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements and other documents.

Proceeds of the above described Personal Property include, without limitation, and to the extent not described above, the following types of property acquired with cash proceeds: accounts, chattel paper, general intangibles, investment property, deposit accounts, documents, inventory, equipment, fixtures, farm products and consumer goods.

Whenever deemed necessary or proper by the Lender, Lender will record at the Mortgagor's expense such financing statements and other instruments as the Lender may reasonably require in order to insure that all Personal Property now or hereafter owned by the Mortgagor and used in connection with the operation of the Property covered hereby shall be subject to the lien created by this Mortgage and shall be security for the payment of the Note as herein provided. The Mortgagor shall have the right hereunder and under said financing statements or other chattel instruments to replace fixtures or appliances from time to time with similar items of equal value, provided the replacements are free of any outstanding ownership interest, financing statements or encumbrances of any kind in favor of anyone other than the Lender. In the event the Mortgagor shall fail to execute and record chattel instruments as required herein within ten (10) days after written request by the Lender, then the Mortgagor hereby irrevocably appoints the Lender its attorney-in-fact to execute and deliver such financing statements or other instruments in the name of, and on behalf of, the Mortgagor, with such appointment coupled with an interest;

TOGETHER with all right, title and interest of the Mortgagor in and to any streets and roads abutting said Property to the center lines thereof and in and to any strips or gores of land therein;

TOGETHER with all awards and proceeds of condemnation for the Property or any part thereof to which the Mortgagor is entitled for any taking of all or any part of the Property by condemnation or exercise of the right of eminent domain. All such awards and condemnation proceeds are hereby assigned to the Lender, and the Lender is hereby authorized, subject to the provisions contained in this Mortgage, to apply such awards and condemnation proceeds or any part thereof, after deducting therefrom any expenses incurred by the Lender in the collection or handling thereof, toward the payment, in full or in part, of the Note secured by this Mortgage, notwithstanding the fact that the amount owing thereon may not then be due and payable;

TOGETHER with all rents, issues and profits of the Property and all the estate, right, title and interest of every nature whatsoever of the Mortgagor in and to the same. The Mortgagor shall execute evidences of such assignment and such further evidences of such assignment as the Lender may from time to time reasonably request, which evidences shall include, but not be limited to, such assignments of rents, issues and profits, in reasonable form, as the Lender may from time to time request. The Mortgagor shall pay the cost of recording any such assignments. The Lender is authorized to notify any or all lessees, tenants or occupants of all or part of said Property of the assignment of rents, issues or profits made hereunder or under any such special assignments. The Lender shall have no liability for the performance of the Mortgagor's covenants under any of said leases either as a result of said general assignment or any special assignment or as the result of the Lender taking possession of the Property or a part thereof for default as hereinafter provided. The Lender shall not be liable to the Mortgagor for any action taken or omitted in connection with any such leases or rentals or the operation of said Property. Until the occurrence of a default as hereinafter provided, the Mortgagor may use and occupy the Property and receive all rents, issues and profits thereof.

Mortgagor presently assigns to Lender all of Mortgagor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Mortgagor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

ARTICLE 2 ASSIGNMENT OF LEASES AND RENTS

2.1 Assignment. Mortgagor hereby absolutely, presently, irrevocably and unconditionally grants, assigns and transfers to Lender all of Mortgagor's present and future right, title, interest and estate in, to and under all Leases and Rents, whether now owned or hereafter acquired and the absolute, present, irrevocable and unconditional right to receive, collect and possess all Rents. This Article constitutes an absolute, present, irrevocable and unconditional assignment of Leases and Rents to Lender and not merely a collateral assignment of, or the grant of a lien or security interest in or on, Leases and Rents.

2.2 No Obligation of Lender. Such assignment shall not be construed to: (i) bind Lender to the performance of any of the covenants, conditions or provisions contained in any Lease or otherwise impose any obligation upon Lender; or (ii) create, or operate to place or impose, any responsibility, obligation or liability upon Lender for: (A) the control, care, maintenance, management or repair of the Property; (B) any dangerous or defective condition of the Property, including, without limitation, the presence of any environmental contamination or conditions; (C) any waste committed on the Property by any Person; and/or (D) any negligence in the management, upkeep, repair or control of the Property.

2.3 Revocable License. Notwithstanding the grant, assignment and transfer of Leases and Rents from Mortgagor to Lender pursuant to Section 2.1, Lender grants to Mortgagor a revocable license to collect and receive Rents as they become due, and to retain, use, and apply Rents to the payment of the Obligations and to the costs and expenses incurred in connection with the operation and maintenance of the Property, and to exercise all rights as landlord under any Lease, in each case subject to the terms of this Mortgage and the other Loan Documents. After the occurrence of an Event of Default as defined in the Loan Agreement, Mortgagor shall collect and receive all such Rents as trustee for the benefit of Lender.

2.4 Leases. The Mortgagor shall furnish Lender with a copy of each lease for any portion of the Property upon the execution thereof. In addition, the Mortgagor shall furnish Lender with a rent roll with such information as Lender shall require and at such times as Lender shall designate.

ARTICLE 3 SECURITY AGREEMENT AND FIXTURE FILING

Mortgagor hereby grants to Lender a security interest pursuant to Article 9 of the UCC in, and hereby transfers and assigns to Lender all of Mortgagor's right, title, interest in and to all of Mortgagor's present and future estate, right, title and interest in, to and under the Personal Property. To the extent permitted under the UCC, the filing or recording of this Mortgage is intended to and will constitute a fixture filing with respect to that portion of the Property which is or is to become Fixtures and Equipment. In addition, Mortgagor grants Lender the right to file one or more UCC-1 financing statements, at Mortgagor's cost, reflecting Lender's security interest in the Personal Property.

ARTICLE 4

MORTGAGOR'S COVENANTS

4.1 Payment and Performance. Mortgagor shall perform and pay to Lender the Obligations with interest thereon as and when the same becomes due and payable in accordance with the terms thereof and shall perform and comply with all of the covenants and provisions of the Loan Agreement, which are incorporated herein by this reference.

4.2 Defense of Title. Mortgagor shall forever warrant and defend the title to the Property unto Lender against the claims of all persons whomsoever.

4.3 Compliance with Governmental Requirements. Mortgagor will not permit the Property to be used for any unlawful or improper purpose, will at all times comply with all federal, state and local laws, ordinances and regulations, and the provisions of any Lease, easement or other agreement affecting all or any part of the Property, and will obtain and maintain all governmental or other approvals relating to Mortgagor, the Property or the use thereof, including without limitation, any applicable zoning or building codes or regulations and any laws or regulations relating to the handling, storage, release or cleanup of Hazardous Materials, and will give prompt written notice to Lender upon receipt of actual knowledge of (i) any violation of any such law, ordinance or regulation by Mortgagor or relating to the Property, (ii) receipt of notice from any federal, state or local authority alleging any such violation and (iii) the presence or release on the Property of any Hazardous Materials.

4.4 Payments. Mortgagor shall pay when due: all federal, state, municipal, real property and other taxes, betterment and improvement assessments and other governmental levies, water rates, sewer charges, insurance premiums and other charges on the Property, this Mortgage or any Obligation secured hereby that could, if unpaid, result in a lien on the Property or on any interest therein, and shall provide to Lender, on demand, satisfactory evidence of such payment. The Mortgagor shall have the right to contest any notice, lien, encumbrance, claim, tax, charge, betterment assessment or premium filed or asserted against or relating to the Property; provided that it contests the same diligently and in good faith and by proper proceedings. Subject to any limitations and consistent with any requirements set by applicable law, Lender may require Mortgagor to maintain with Lender reserves for payment of annual taxes, assessments, and insurance premiums, which reserves shall be created by an initial deposit and subsequent monthly payments, or payments at such other interval as payments under the Note may be due, of a sum estimated by Lender to be sufficient to pay the total annual taxes, assessments, and insurance premiums Lender reasonably anticipates to be paid from these reserves. The reserve funds shall be held by Lender as a general deposit from Mortgagor, which Lender shall satisfy by payment of the taxes, assessments, and insurance premiums required to be paid by Mortgagor as they become due. Lender shall have the right to draw upon the reserve funds to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing herein shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the reserve funds disclose a shortage or deficiency, Mortgagor shall pay such shortage or deficiency as required by Lender. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default. Lender shall not be required to pay any interest or earnings on the reserve funds unless required by law or agreed to by Lender in writing. In the event that Lender elects to permit Mortgagor to pay the real estate taxes directly, Mortgagor shall cause Lender to receive evidence of paid real estate taxes no later than March 20th of the year following the year

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

effectively as Mortgagor might or could do so, and hereby ratifying all its said attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the term of this Mortgage and all transactions hereunder

ARTICLE 5 REMEDIES

5.1 Remedies Following Event of Default. Upon the occurrence of an Event of Default, in addition to any other rights, remedies and powers that Lender may have under the other Loan Documents or as provided by law, Lender (either personally or by its agents, nominees or attorneys) may immediately take such action, without notice or demand, as it deems advisable to protect and enforce the lien and security interest hereof and its rights hereunder, including without limitation the following actions, each of which may be pursued in its own name or in the name of Mortgagor, concurrently or otherwise, at such time and in such manner as Lender may determine in its sole discretion, without impairing or otherwise affecting the other rights, remedies and powers of Lender:

(a) **Acceleration.** Declare the Obligations due and payable, and the Obligations shall thereupon become immediately due and payable, without presentment, protest, demand or notice of any kind, all of which are hereby expressly waived by Mortgagor except for Obligations due and payable on demand, which shall be due and payable on demand whether or not an Event of Default has occurred hereunder.

(b) **Entry and Possession.** (i) Enter upon and take possession of the Property, with or without the appointment of a Receiver or an application therefor; (ii) dispossess and exclude Mortgagor and its agents and servants wholly therefrom by summary proceedings or otherwise; (iii) take possession of all books, records and accounts relating thereto; (iv) use, operate, manage, control, insure, maintain, repair, restore, improve, alter and otherwise deal with all and every part of the Property and conduct the business thereat; (v) make, cancel, enforce or modify Leases and obtain and evict tenants; (vi) demand, sue for, collect and receive the rents, incomes, issues and profits of the Property and apply the same, after payment of all charges and expenses (including reasonable attorneys' fees and expenses), on account of the Obligations; or (vii) require Mortgagor to transfer and assign to Lender, in form satisfactory to Lender, Mortgagor's interest as lessor in any Lease now or hereafter affecting the whole or any part of the Property, it being understood that in the event Mortgagor fails to render an assignment of Leases to Mortgagor this document shall upon the occurrence of any Event of Default serve as a de facto notice of such assignment to any interested party.

(c) **Leases and Rents.** (i) Notify any tenant or other person that Leases have been assigned to Lender and that all Rents are to be paid directly to Lender; (ii) settle, compromise, release, extend the time of payment for, and make allowances, adjustments and discounts of, any Rents or other obligations in, to and under Leases; (iii) lease all or any part of the Property and/or modify, amend, renew or terminate any Leases; (iv) perform any and all obligations of Mortgagor under Leases and exercise any and all rights of Mortgagor therein contained to the full extent of Mortgagor's rights and obligations thereunder. Rents collected by Lender shall be applied to costs, expenses and Obligations in Lender's sole discretion.

(d) **Payment of Sums.** Pay any sums in any form or manner deemed expedient by Lender to protect the lien and security interest of this Mortgage or to cure any Event of Default other than payment of principal of or interest on the Obligations; make any

payment hereby authorized to be made according to any bill, statement or estimate furnished or procured from the appropriate public officer or the party claiming payment without inquiry into the accuracy or validity thereof, and the receipt of any such public officer or party in the hands of Lender shall be conclusive evidence of the validity and amount of items so paid, in which event the amounts so paid, with interest thereon from the date of such payment at the Default Rate as set forth in the Note shall be added to and become a part of the Obligations and be immediately due and payable to Lender; and Lender shall be subrogated to any encumbrance, lien, claim or demand, and to all the rights and securities for the payment thereof, paid or discharged with the principal sum secured hereby or by Lender under the provisions hereof, and any such subrogation rights shall be additional and cumulative security to this instrument.

(e) Foreclosure. Lender shall have the right to foreclose this Mortgage and in case of sale in any action or proceeding to foreclose this Mortgage, Lender shall have the right to sell the Property covered hereby in parts or as an entirety. In addition, Lender shall have the right to repossess, take possession and sell any or all of the Personal Property subject to this Mortgage and security agreement and to apply the proceeds in accordance with this Mortgage. It is intended hereby to give to Lender the widest possible discretion permitted by law with respect to all aspects of any such sale or sales.

(f) Deficiency. Sue for and obtain a judgment for any deficiency remaining in the Obligations after applications of all amounts received from the exercise of the rights provided in Section 5.1(e).

(g) Other Rights. Exercise any and all rights, remedies and powers accruing to a secured party under this Mortgage, the other Loan Documents, the UCC or any other applicable law or available in equity.

5.2 Fixtures and Equipment. With respect to the Fixtures and Equipment, upon and following the occurrence of an Event of Default, Lender shall have the right, in its sole and absolute discretion: (a) to proceed against the Fixtures and Equipment in accordance with Lender's rights and remedies with respect to the Land, in which event the provisions of Article 9 of the UCC other than Section 9-604(a)(2) shall not apply to the exercise of the Lender's remedies; or (b) to proceed against the Fixtures and Equipment separately from the Land in accordance with the UCC.

5.3 Receiver. Lender may apply, on ex parte motion, to any court of competent jurisdiction for the appointment of a receiver to take charge of, manage, preserve, protect, complete construction of and operate the Property and any business or businesses located thereon, to collect rents, issues and profits and income therefrom; to make all necessary and needed repairs to the Property; to sell the Property; to pay all taxes and assessments against the Property and insurance premiums for insurance thereon; and after the payment of the expenses of the receivership, including reasonable attorneys' fees to Lender's attorney, and after compensation to the receiver for management and completion of the Property, to apply the net proceeds derived therefrom in reduction of the indebtedness secured hereby or in such manner as such court shall direct. The appointment of such receiver shall be of strict right to Lender, regardless of the value of the security for the indebtedness secured hereby or of the solvency of any party primarily or secondarily bound for the payment of such indebtedness. All expenses, fees and compensation incurred pursuant to a receivership approved by such court, shall be secured by the lien of this Mortgage until paid. The receiver and the receiver's agents shall be entitled to enter upon and take possession of any and all of the Property, together with any and all businesses conducted thereon and all business assets used in conjunction therewith.

or thereon, or any part or parts thereof, and operate and conduct such business or businesses to the same extent and in the same manner as the Mortgagor might lawfully do. The receiver, personally or through his agents, may exclude the Mortgagor wholly from the Property, and have, hold, use, operate, manage, control and sell the same and each and every part thereof; and may in the name of the Mortgagor exercise all of the Mortgagor's rights and powers and maintain, restore, insure and keep insured, the Property as the receiver may deem judicious. Such receivership shall, at the option of Lender, continue until full payment of all sums secured hereby, or until title to the Property shall have passed by foreclosure sale under this Mortgage..

5.4 Remedies Cumulative. The inclusion of specific remedies in this Mortgage does not preclude the exercise of any other remedies under any Loan Documents or available at law or in equity, and all other remedies may be exercised separately, successively, or simultaneously.

5.5 Discontinuance of Proceedings. Lender retains the right to discontinue or abandon any remedy or right it may have started to pursue under the Mortgage, any other Loan Documents or applicable law. Such discontinuance shall not adversely affect Lender's right to pursue the remedy or right in the future for an existing or future Event of Default.

5.6 Mortgagor's Waivers. To the fullest extent permitted by law, Mortgagor, for Mortgagor and its successors and assigns, and for any and all persons ever claiming any interest in the Property, except as otherwise provided herein or in the other Loan Documents, hereby:

(a) Waives any and all rights which it may have to notice prior to seizure by Lender of the Property or any part thereof under the provisions of this Mortgage, whether such seizure is by writ of possession or otherwise.

(b) Waives the benefit of all laws now or subsequently in effect providing for: (i) any appraisal before sale of any portion of the Property; (ii) any extension of the time for the enforcement of the collection of the Obligations or the creation or extension of a period of redemption from any sale made in collecting such debt; and (iii) exemption of the Property from attachment, levy or sale under execution or exemption from civil process; and (iv) all rights of marshalling in the event of foreclosure of any lien or security created by this Mortgage.

5.7 Due On Sale - Consent By Lender. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Property, or any interest in the Property. A "sale or transfer" means the conveyance of the Property or any right, title or interest in the Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest outside the ordinary course of business, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Property, or by any other method of conveyance of an interest in the Property. If Mortgagor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Mortgagor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by the law of the state where the Property is located.

5.1 Right to Cure Violations. If Mortgagor or Lender receives notice of a current or pending violation of any applicable law, rule, regulation, ordinance, code, requirements, covenants, conditions, restrictions, orders, licenses, permits or approvals related to the maintenance, repair, replacement, nuisance, or other condition of the Property or any Improvements or tangible property thereon (a "Compliance Notice") and (a) an Event of Default has occurred and is continuing or (b) such violation in the reasonable good faith judgment of Lender is likely to have a material adverse effect on its rights and remedies under this Mortgage or on the value of the Property, then Lender and any person authorized by Lender shall have the right, but not the obligation, to enter upon the Property at any reasonable time to repair, alter, replace, clean up or perform any necessary or appropriate work or maintenance activities that, in Lender's sole discretion, are necessary or advisable to comply with the requirements of the Compliance Notice and cure the alleged, possible or pending violation. Lender shall have the right to remove any tangible property, motor vehicles, rubbish, stored materials, debris, refuse, trash or other items on the Property and to dispose of the same as Lender may determine in its sole discretion without being deemed guilty of trespass or theft of such items.

5.2 Additional Provisions. The Mortgagor expressly agrees, on behalf of itself, its successors and assigns and any future owner of the Property, or any part thereof or interest therein, as follows:

(a) All remedies available to Lender with respect to this Mortgage shall be cumulative and may be pursued concurrently or successively. There are no conditions precedent to the enforcement by Lender of any of its remedies. No delay by Lender in exercising any such remedy shall operate as a waiver thereof or preclude the exercise thereof during the continuance of that or any subsequent default.

(b) The obtaining of a judgment or decree on the Note, whether in the State of Florida or elsewhere, shall not in any manner affect the lien of this Mortgage upon the Property covered hereby, and any judgment or decree so obtained shall be secured hereby to the same extent as said Note is now secured.

(c) In event of any foreclosure sale hereunder, all net proceeds shall be available for application to the indebtedness hereby secured whether or not such proceeds may exceed the value of the Property for recordation tax, mortgage tax, insurance or other purposes.

(d) Lender shall have the right to set off any and all sums owed to the Mortgagor by Lender in any capacity (whether or not then due) against all amounts due under the Note and/or against any other liabilities of the Mortgagor to Lender.

(e) The only limitation upon the foregoing agreements as to the exercise of Lender's remedies is that there shall be but one full and complete satisfaction of the indebtedness secured hereby. In addition, Lender shall have the right to set off and deduct from any funds in any accounts of the Mortgagor held by Lender all amounts due under the Note, this Mortgage or any other document executed by the Mortgagor in connection with the loan evidenced by the Note.

ARTICLE 6 MISCELLANEOUS

6.1 Amendments, Extensions and Modifications. This Mortgage may not be amended, supplemented or otherwise modified except in accordance with the provisions of the Loan Agreement. No amendment, supplement or other modification of this Mortgage shall be effective unless it is in writing and executed by Mortgagor and Lender.

6.2 Counterparts; Entire Agreement. This Mortgage and any amendments, waivers, consents or supplements hereto may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute a single contract. This Mortgage and the other Loan Documents constitute the entire contract of Mortgagor and Lender with respect to the subject matter hereof and supersede all previous agreements and understandings, oral or written, with respect thereto. Delivery of an executed counterpart of a signature page to this Mortgage and the Loan Documents or any amendment, modification or supplement thereto by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Mortgage and the Loan Documents.

6.3 Successors and Assigns. This Mortgage may be assigned or transferred, in whole or in part, by Lender to any person at any time without notice to or the consent of Mortgagor. Mortgagor may not assign or transfer this Mortgage or any of its rights hereunder without the prior written consent of Lender. This Mortgage shall inure to the benefit of and be binding upon the parties hereto and their permitted assigns. The terms "Mortgagor" and "Lender" shall include the legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto, and all those holding under any of them. The term "Lender" shall include any payee of the Obligations and any transferee or assignee thereof, whether by operation of law or otherwise.

6.4 No Merger. In the event that Lender's interest under this Mortgage and title to the Property or any estate therein shall become vested in the same person or entity, this Mortgage shall not merge in such title but shall continue as a valid lien on the Property for the amount secured hereby, unless expressly provided otherwise in writing executed by the person in whom such interests, title and estate are vested.

6.5 Relationship of Parties; Commercial Transaction. The relationship of Lender to Mortgagor is that of a creditor or lender to an obligor or debtor; and Lender has no fiduciary, trust, advisor, business consultant, guardian, representative, partnership, joint venture or other similar relationship to or with Mortgagor and no such relationship shall be drawn or implied from this Mortgage or any of Lender's actions or inactions hereunder or with respect hereto or from any prior relationship between the parties. Lender has no obligation to Mortgagor or any other person relative to administration of the Obligations or the Property, or any part or parts thereof. The interests of Lender under this Mortgage and the liability and obligation of Mortgagor for the payment of the Obligations arise from a commercial transaction.

6.6 Rules of Construction. The rules of construction set forth in the Loan Agreement apply to this Mortgage and are incorporated herein, *mutatis mutandis*, by this reference.

6.7 Joint and Several Liability. If more than one party executes this Mortgage as a mortgagor, the term "Mortgagor" means all parties signing, and each of them, and each agreement and Obligation of Mortgagor shall be and mean the several as well as joint undertaking of each of them.

6.8 Headings. The headings of the various articles, sections and subsections in this Mortgage are for reference only and shall not define, expand or limit any of the terms or provision hereof.

6.9 Severability. If any term or provision of this Mortgage is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Mortgage or invalidate or render unenforceable such term or provision in any other jurisdiction.

6.10 Governing Law. This Mortgage and any claim, controversy, dispute or cause of action (whether in contract, equity, tort or otherwise) based upon, arising out of or relating to this Mortgage and the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of Florida, without regard to principles of conflicts of law.

6.11 Submission to Jurisdiction. Mortgagor irrevocably submits to the nonexclusive jurisdiction of any federal or state court sitting in Massachusetts and any federal or state court sitting in Florida over any suit, action or proceeding arising out of or relating to this Mortgage. Mortgagor irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. Mortgagor hereby consents to process being served in any such suit, action or proceeding (i) by the mailing of a copy thereof by registered or certified mail, postage prepaid, return receipt requested, to Mortgagor's address set forth herein or such other address as has been provided in writing to Lender and (ii) in any other manner permitted by law, and agrees that such service shall in every respect be deemed effective service upon Mortgagor.

6.12 Waiver of Jury Trial. MORTGAGOR AND LENDER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE EXTENT PERMITTED BY LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING DIRECTLY OR INDIRECTLY RELATING TO THIS MORTGAGE, THE OTHER LOAN DOCUMENTS, THE OBLIGATIONS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY WHETHER BASED ON CONTRACT, EQUITY, TORT OR ANY OTHER THEORY. MORTGAGOR ACKNOWLEDGES THAT THIS MUTUAL WAIVER CONSTITUTES A MATERIAL INDUCEMENT TO LENDER TO ENTER INTO THIS MORTGAGE.

6.13 Notices. Any notices under or pursuant to this Mortgage shall be deemed duly received and effective if delivered in accordance with the Loan Agreement.

6.14 No Waiver; No Course of Dealing; No Invalidity. No failure to exercise and no delay in exercising on the part of Lender of any right, remedy, or power hereunder or rights, remedies and powers otherwise provided by law or available in equity shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any Event of Default or if any subsequent Event of Default occurs, nor shall any single or partial exercise of any right, remedy or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No act or inaction of Lender under this Mortgage shall be deemed to constitute or establish a "course of performance or dealing" that would require Lender to so act or refrain from acting in any particular manner at a later time under similar or dissimilar circumstances. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid to the maximum extent allowed under applicable law.

6.15 Expenses. Mortgagor shall reimburse Lender on demand for all reasonable out-of-pocket costs, expenses and fees (including reasonable expenses and fees of its counsel) incurred by Lender in connection with the transactions contemplated hereby including the negotiation, documentation and execution of this Mortgage and the Loan Documents and the enforcement of Lender's rights hereunder and thereunder.

6.16 Time of Essence. Time shall be of the essence with respect to all of Borrower's obligations under this Mortgage.

6.17 Other Security Agreement, Harmonization of Conflicts. If Mortgagor has executed and delivered to Lender one or more separate security agreements in connection with the Obligations, such security agreements and the security interests created thereby are in addition to and not in substitution of this Mortgage and the liens and security interests created hereby, and this Mortgage shall be in addition to and not in substitution of such security agreements and security interests. In all cases, this Mortgage and the aforesaid security agreements shall be applied and enforced in harmony with and in conjunction with each other to the end that Lender realizes fully upon its rights and remedies in each and the liens and security interests created by each. If conflicts exist among this Mortgage and such other security agreements, Lender may elect which of such instruments govern with respect to each category of Property encumbered hereby and thereby.

ARTICLE 7 DEFINITIONS

The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Loan Agreement.

"Borrower" shall mean Kousay Askar; 6619 SW 14th St Company, LLC; AFNC, LLC; Garfield Management, LLC and Garfield Property Management, LLC.

"Compliance Notice" has the meaning set forth in Section 5.8 of this Mortgage.

"Default Rate" has the meaning set forth in the Note.

"Event of Default" has the meaning set forth in the Loan Documents.

"Fixtures and Equipment" shall mean, collectively, all apparatus, equipment, fittings, fixtures, machinery, materials, supplies, and other items of personal property now owned or hereafter acquired by Mortgagor and now or hereafter affixed or attached to, installed in or used in connection with the operation or maintenance of the Land or Improvements including any fixtures as defined in the UCC and any appliances, storm doors and windows, lighting, plumbing, pipes, pumps, tanks, conduits, sprinkler and other fire prevention or suppression, refrigeration, incineration, escalator, elevator, loading, security, water, steam, gas, electrical, telephone, cable, internet, switchboards, storm and sanitary sewer, drainage, HVAC, boilers, waste removal, or other utility equipment or systems.

"Hazardous Materials" has the meaning of set forth in the Loan Agreement.

"Improvements" shall mean, collectively, all buildings, structures and other improvements of every kind and nature whatsoever now or hereafter situated on the Land.

"Land" shall mean that certain parcel of land located in Manatee County, Florida and more particularly described in Exhibit A attached hereto and incorporated herein.

"Leases" shall mean, collectively, any present or future leasehold estates, leases and agreements relating to the Property, including, without limitation, rents, issues and profits, or the use or occupancy thereof together with any extensions and renewals thereof, specifically excluding all duties or obligations of Mortgagor of any kind arising thereunder, together with all related security and other deposits (in each case, as amended, amended and restated, supplemented, renewed, extended, substituted or otherwise modified from time to time).

"Lender" has the meaning set forth in the introductory paragraph of this Mortgage.

"Loan Documents" shall mean the Loan Agreement, the Note, this Mortgage, and all other agreements, documents, certificates and instruments delivered in connection therewith, as the same may hereafter be amended, restated, replaced or supplemented.

"Mortgage" has the meaning set forth in the introductory paragraph of this Mortgage.

"Mortgagor" has the meaning set forth in the introductory paragraph of this Mortgage.

"Note" shall mean that certain Demand Promissory Note – Line of Credit dated as of January 15, 2020 given by Kousay Askar, 6619 SW 14th St Company, LLC; AFNC, LLC; Garfield Management, LLC and Garfield Property Management, LLC in favor of Lender in the principal amount of FIVE MILLION and 00/100 (\$5,000,000.00) DOLLARS.

"Obligations" shall mean the Loan together with interest thereon and all other charges and amounts payable by, and all other obligations of, Borrower to Lender with respect to the Property, whenever incurred, direct or indirect, absolute or contingent, including the obligations of the Borrower to pay, perform and observe all obligations from time to time existing under the Loan Documents.

"Person" shall mean any individual, corporation, limited liability company, trust, joint venture, association, company, limited or general partnership, unincorporated organization, government authority or other entity.

"Personal Property" shall mean the Fixtures and Equipment and any portion of the Property that is not real property.

"Property" shall mean the Land and the Improvements and Fixtures and Equipment now or hereafter thereon located at or on the Land, together with: (i) all rights now or hereafter existing, belonging, pertaining or appurtenant thereto; (ii) the following categories of assets as defined in the UCC: goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, accounts (including health care insurance receivables), chattel paper (whether tangible or

electronic), deposit accounts, letter of credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, general intangibles (including payment intangibles and software), supporting obligations and any and all proceeds of any thereof, whether now owned or hereafter acquired, that are located on or used in connection with, or that arise in whole or in part out of the Mortgagor's use of or business conducted on or respecting, the Property and any substitutions, replacements, accessions and proceeds of any of the foregoing (iii) all judgments, awards of damages and settlement hereafter made as a result or in lieu of any condemnation or expropriation for public use of, or any damage by reason of the action of any public or governmental entity or authority to, all or any part of the Property; (iv) all of the rights and benefits of the Mortgagor under or with respect to the Rents and Leases; (v) all permits and licenses respecting the use, operation or maintenance of the Property; (vi) all rights and benefits of Mortgagor under or with respect to the Property Agreements; and (vii) to the extent not included in the foregoing, all cash and non-cash proceeds, products, offspring, rents, revenues, issues, profits, royalties, income, benefits, additions, renewals, extensions, substitutions, replacements and accessions of and to any and all of the foregoing.

"Property Agreements" shall mean all other contracts and agreements in any way relating to, executed in connection with, or used in the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition, management or ownership of the Land and/or Improvements or the sale of goods or services produced in or relating to the Land and/or Improvements (in each case as amended, amended and restated, supplemented, renewed, extended, substituted or otherwise modified from time to time).

"Receiver" has the meaning set forth in Section 5.3 of this Mortgage.

"Rents" shall mean, collectively, any and all rents, revenues, issues, profits, royalties, income, cash proceeds, security deposits, accounts, moneys and other benefits that are now due or may hereafter become due by reason of the renting, leasing, bailment of all or any portion of the Land or the Improvements or the use or occupancy thereof.

"UCC" shall mean the Uniform Commercial Code in effect in the State of Florida and/or where Mortgagor is located or organized.

[signature page to follow]

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed as a sealed instrument on the date set forth in the acknowledgment below and to be effective as of the date first set forth above.

MORTGAGOR:

6619 SW 14th St Company, LLC

By: [Signature]
Kousay Askar, Manager

Signed, acknowledged and delivered in the presence of:

Witness

Print Name: Shannel Konja

Witness

Print Name: John D'Angelo

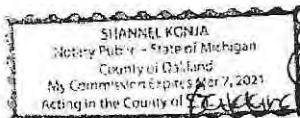
STATE OF

Michigan

COUNTY OF

Oakland

On this 10th day of January, 2020, before me, the undersigned notary public, personally appeared Kousay Askar, Manager of 6619 SW 14th St Company, LLC, proved to me through satisfactory evidence of identification, which was drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of 6619 SW 14th St Company, LLC a Florida limited liability company.



[Signature]
Notary Public

My commission expires

3/7/2021

**EXHIBIT A
LEGAL DESCRIPTION**

The above described real property is commonly known and numbered as 6619 SW 14th Street, Bradenton, FL 34207.

Lot 3 and the North ½ of Lot 4, Block B, Patrison Subdivision, as per plat thereof recorded in Plat Book 7, Page 91, Public Records of Manatee County, Florida. LESS the maintained right of way for US Highway 41, including the portion conveyed to the State of Florida in Deed Book 359, Page 245, Public Records of Manatee County, Florida.

Prepared by & Return to:

Steven C. Elkin, Esquire
Frank, Weinberg & Black, P.L.
7805 SW 6th Court
By Plantation, FL 33324
Our File No.: 14707.063

LIMITED LIABILITY COMPANY AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared, KOUSAY ASKAR a/k/a CASEY ASKAR, who being by me first duly sworn on oath deposes and says:

1. Affiant is over the age of 21 years and has full and complete knowledge of the statements made herein.
2. Affiant is the Manager of 6619 SW 14TH ST. COMPANY, LLC, a Florida limited liability company (the "Company") and has the authority to execute a document of this nature.
3. The Company is the owner of the following described real property:

Lot 3 and the North 1/2 of Lot 4, Block B, PATRISON SUBDIVISION, as per plat thereof as recorded in Plat Book 7, Page 91, Public Records of Manatee County, Florida. LESS the maintained right of way for US Highway 41, including the portion conveyed to the State of Florida in Deed Book 359, Page 245, Public Records of Manatee County, Florida.

(the "Property").
4. Said Company has been in continuous existence from the date of its formation on August 2, 2016, to the date of this Affidavit.
5. The following are all of the Members of said Company:

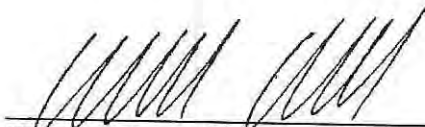
Kousay Askar a/k/a Casey Askar
Alexander Askar
6. The Company is obtaining a First Mortgage in the principal amount of \$650,000.00 in favor of Northern Bank & Trust Company (the "Mortgage"). Affiant has the authority to execute the Mortgage and any other documents, instruments, certificates, consents, affidavits and papers required by Northern Bank & Trust Company in order to consummate the transaction herein contemplated and to bind the Company to its actions.
7. Neither the Company nor any of its Members are or have been debtors in a bankruptcy.
8. The Company is ☒ manager-managed ☐ member-managed.

9. The Members have not become disassociated Members under the laws of the State of Florida nor have the Members wrongfully caused the dissolution of the Company.

10. No Statement of Authority has been filed with the Secretary of State of the State of Florida and Affiant knows of no document limiting the authority described herein.

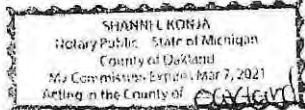
11. Affiant further states that he is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements in an instrument of this nature. Affiant affirms that he has read the foregoing Affidavit and fully understands the facts contained herein.


Further Affiant sayeth naught.


Kousay Askar a/k/a Casey Askar

State of Michigan)
County of Oakland) §§:

The foregoing instrument was acknowledged before me ☒ by means of physical presence this 10 day of January 2020, by Kousay Askar a/k/a Casey, who ☐ is personally known to me; or who ☒ has produced license, as identification.




Notary Public, State of Michigan
Printed, typed or stamped name of Notary Public

My commission expires: 3/7/2021

[Official Seal]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 1-800-858-5294	
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscglobal.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
1762 06213 CSC 801 Adlai Stevenson Drive Springfield, IL 62703	Filed In: Florida (S.O.S.)

FLORIDA SECURED TRANSACTION REGISTRY

FILED

2020 Jan 22 04:30 PM

***** 202000690600 *****

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME			
OR			
1b. INDIVIDUAL'S SURNAME ASKAR	FIRST PERSONAL NAME KOUSAY	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS		CITY NAPLES	STATE FL
		POSTAL CODE 34102	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME			
OR			
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE
		POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME OF ASSIGNEE OF ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Northern Bank & Trust Company			
OR			
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 275 Mishawum Road		CITY Woburn	STATE MA
		POSTAL CODE 01801	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid. All Debtor's present and future right, title and interest in and to the outstanding and issued membership interests in 6619 SW 14TH ST COMPANY, LLC; AFNC, LLC; each a Florida limited liability company; GARFIELD MANAGEMENT, LLC and GARFIELD PROPERTY MANAGEMENT COMPANY, LLC, each a Michigan limited liability company, and any additional equity or membership interests hereinafter acquired by the Debtor in 6619 SW 14TH ST COMPANY, LLC; AFNC, LLC; GARFIELD MANAGEMENT, LLC and GARFIELD PROPERTY MANAGEMENT COMPANY, LLC, and any and all books and records memorializing such membership interests, and all proceeds and products of the foregoing, including, without limitation, all deposit accounts and all cash, securities, dividends, distributions, additional equity interests, instruments, promissory notes or other property at any time and from time to time receivable or otherwise distributed in respect of or in exchange for any of or all of the foregoing.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA: :XXXXX96345-3

1762 06213

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 1-800-858-5294	
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscglobal.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px;"> 1762 07172 CSC 801 Adlai Stevenson Drive Springfield, IL 62703 </div>	

Filed In: Florida
(S.O.S.)

FLORIDA SECURED TRANSACTION REGISTRY

FILED

2020 Jan 22 04:30 PM

***** 202000690627 *****

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME			
OR	1b. INDIVIDUAL'S SURNAME ASKAR	FIRST PERSONAL NAME ALEXANDER	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
1c. MAILING ADDRESS		CITY BONITA SPRINGS	STATE FL POSTAL CODE 34134 COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME			
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
2c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Northern Bank & Trust Company			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
3c. MAILING ADDRESS 275 Mishawum Road		CITY Woburn	STATE MA POSTAL CODE 01801 COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid. All Debtor's present and future right, title and interest in and to the outstanding and issued membership interests in 6619 SW 14TH ST COMPANY, LLC and AFNC, LLC, each a Florida limited liability company, and any additional equity or membership interests hereinafter acquired by the Debtor in 6619 SW 14TH ST COMPANY, LLC and AFNC, LLC, and any and all books and records memorializing such membership interests, and all proceeds and products of the foregoing, including, without limitation, all deposit accounts and all cash, securities, dividends, distributions, additional equity interests, instruments, promissory notes or other property at any time and from time to time receivable or otherwise distributed in respect of or in exchange for any of or all of the foregoing.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA: :XXXXX96345-3	

1762 07172

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 1-800-858-5294	
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscglobal.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 1762 06626 CSC 801 Adlai Stevenson Drive Springfield, IL 62703	

Filed In: Florida
(S.O.S.)

FLORIDA SECURED TRANSACTION REGISTRY

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2020 Jan 22 04:30 PM

***** 202000690619 *****

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME				
OR				
1b. INDIVIDUAL'S SURNAME ASKAR		FIRST PERSONAL NAME BASSAM	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS		CITY BONITA SPRINGS	STATE FL	POSTAL CODE 34134
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Northern Bank & Trust Company				
OR				
3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 275 Mishawum Road		CITY Woburn	STATE MA	POSTAL CODE 01801
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid. All Debtor's present and future right, title and interest in and to the outstanding and issued membership interests in GARFIELD MANAGEMENT, LLC and GARFIELD PROPERTY MANAGEMENT, LLC, each a Michigan limited liability company, and any additional equity or membership interests hereinafter acquired by the Debtor in GARFIELD MANAGEMENT, LLC and GARFIELD PROPERTY MANAGEMENT, LLC, and any and all books and records memorializing such membership interests, and all proceeds and products of the foregoing, including, without limitation, all deposit accounts and all cash, securities, dividends, distributions, additional equity interests, instruments, promissory notes or other property at any time and from time to time receivable or otherwise distributed in respect of or in exchange for any of or all of the foregoing.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA: :XXXXX96345-3	

1762 06626

This complaint is hereby filed to the Federal Election Commission by Stanley Carter, who can be reached at:

P:

E:

ADDRESS: Stanley Carter

St. James City, FL 33956

Signed,

Stanley Carter

Stanley R Carter 6/11/2020
Signature Date



Notary Public Acknowledgement

Florida Lee
State of County of

SEAL

This document was subscribed and sworn to before me on this 11 day of June, 2020 by

Stanley Carter.

Pamela Gunter April 15, 2023
Notary Public Signature My Commission Expires