PROMISSORY NOTE

$225,000.00

Fort Myers, Florida
Date: December 23, 2019 (the "Note Date")

FOR VALUE RECEIVED, **3801 Jade Avenue, LLC,** a Florida limited liability company, **Casey Crowther**, and **Margaret Crowther**, joint and severally, (collectively referred to as the "**Borrower**"), whose address for the purpose of notice is 1841 Ortiz Avenue, Fort Myers, FL 33905, hereby unconditionally promises to pay to the order of **Steven D. Adkins,** his successors and assigns whose address for the purpose of notice is 2043 W. First Street, Fort Myers, Florida 33901, (the "**Lender**"), or at such other place as the holder hereof may, from time-to-time designate in writing, the original principal sum of **Two Hundred Twenty Five Thousand Five Dollars ($225,000.00)**, together with interest thereon as hereinafter provided, the principal and interest being payable in lawful money of the United States which shall be legal tender in payment of all debts at the time of payment as follows:.

Background Recitals. This note represents the purchase price paid by 3801 Jade Avenue, LLC, for Lender's Membership Interest in 3801 Jade Avenue, LLC ("**Adkins' Membership Interest**").

1 **Interest Rate, Maturity Date**.

1.1. **Interest Rate**. Interest shall accrue on the outstanding principal balance of this Note at a fixed rate (the "**Note Rate**") equal to **seven and one-half percent (7.50%) per annum**. Interest on this Note shall be computed on the basis of a 365 day year.

1.2. **Maturity Date**. The entire principal balance, together with all accrued and unpaid interest and any other charges, advances, and fees, if any, outstanding hereunder, shall be due and payable on December 19, 2024 (the "**Maturity Date**") or upon acceleration of this Note following Borrower's uncured event of default.

2 **No Prepayment Penalty**. Borrower may prepay this Note in full or in part at any time with no prepayment penalty.

3 **Maximum Permitted Interest Rate**. In no event shall the amount of interest paid hereunder, together with all amounts reserved, charged, or taken by Lender as compensation for fees, services, or expenses incidental to the making, negotiation, or collection of the loan evidenced hereby exceed the maximum rate of interest on the unpaid principal balance hereof allowable by applicable law. Notwithstanding any provision of this Note, the Mortgage, or any of the Loan Documents to the contrary, the Borrower and the Lender intend that no provision of this Note, the Mortgage, or any of the Loan Documents be interpreted, construed, applied, or enforced in a way that will permit or require the payment or collection of interest in excess of the highest rate of interest permitted to be paid or collected by the laws of Florida, or by federal law if federal law preempts Florida law, with respect to this transaction (the "**Maximum Permitted Interest Rate**"). If, however, any provision is so interpreted, construed, applied, or enforced, the Borrower and the Lender intend: that the provision automatically be reformed nunc pro tunc to require payment of interest only at the Maximum Permitted Interest Rate; and if interest payments exceeding the Maximum Permitted Interest Rate have been received, that the amount of interest exceeding the Maximum Permitted Interest Rate be deemed nunc pro tunc in reduction of the then outstanding principal amount due, together with interest at the Maximum Permitted Interest Rate. In connection

with all calculations to determine the Maximum Permitted Interest Rate, the Borrower and the Lender intend: that all charges be excluded to the extent they are properly excludable under the usury laws of Florida or the United States, as they are from time to time determined to apply to amounts due under this Note; and that all charges that may be "spread" in the manner provided by Florida Statutes, Section 687.03(3) or any similar successor law, be so spread.

4 **Use of Funds**. Borrower shall only use the proceeds of this Note for commercial purposes.

5 **Security for this Note**. This Note is secured by, inter alia, the Pledge of the Adkins' Stock (the "**Collateral**"). This Note is not secured by a lien on Florida real property.

6. **Negative Covenants**. 3801 Jade Avenue, LLC, covenants with Lender that from and after the date hereof, and so long as any amount remains unpaid on account of the Note, 3801 Jade, LLC will not, without the prior written consent of Lender, cause, perform, or allow any of the prohibited acts set forth in this provision.

6.1. No Change in Structure. 3801 Jade, LLC, shall not change the structure of its entity.

6.2. No Investment. 3801 Jade, LLC, shall not invest in, organize, or participate in the organization of any other corporation, partnership, trust, business enterprise, joint venture, or other entity or in the creation of any other business entity or merge, consolidate with or into any other corporation, partnership, trust, business enterprise, joint venture, or other entity.

6.3. No Change in Capital Structure. 3801 Jade, LLC, shall not release, redeem, retire, purchase, or otherwise acquire, directly or indirectly, any of its Membership Interest, or make any change in 3801 Jade, LLC's capital structure. 3801 Jade, LLC agrees that the 3801 Jade, LLC shall not return any capital contribution or any capital internally generated, until the Note is paid in full.

6.4. Dealings With Insiders. 3801 Jade, LLC, shall not purchase, acquire, or lease any property from, or sell, provide, or lease any property to any insiders. The term "**insiders**" includes but is not limited to any member or any officer, employee, stockholder, director, partner, member, or any immediate family member thereof, or any business entity which owns a controlling interest in 3801 Jade, LLC. As used in the immediately preceding sentence, "**controlling interest**" means the possession, directly or indirectly, of the power to cause the direction of the management of a person or entity, whether through voting securities, by contract, family relationship, or otherwise.

6.5. Loans to Insiders. 3801 Jade, LLC, shall not lend, advance, or permit to be outstanding any loans or advances to any of its "**insiders**" (as defined in 6.4 above).

6.6. Distributions. 3801 Jade, LLC, shall make no distributions, or similar payments or disbursements, to any Member if a Default Condition or Event of Default occurs.

6.7. Entity Documents. 3801 Jade, LLC, will not, without Lenders' prior written consent (which consent may be withheld in Lenders' sole discretion), change, modify, or amend, the 3801 Jade, LLC's Articles or Operating Agreement, in any way that affects the Certificate, this Assignment/Pledge, or the Lenders' rights, or the 3801 Jade, LLC's obligations hereunder.

6.8 Dissolution. 3801 Jade, LLC will not dissolve or consent to the dissolution of 3801 Jade, LLC, or consent to the sale of substantially all of 3801 Jade, LLC's property without Lenders' prior written consent (which consent may be withheld in Lenders' sole discretion). 3801 Jade, LLC agrees that upon the dissolution of the 3801 Jade, LLC or the sale of its property, whether voluntary or involuntary, permitted by the 3801 Jade, LLC or otherwise, all distributions, returns of capital, or other payments becoming payable to 3801 Jade, LLC in connection therewith shall be paid directly to Lenders until all 3801 Jade, LLC's obligations under the Note are paid in full, and the Lenders shall apply those to payment of the Note.

6 **Florida Excise Tax on Documents**. This Note is not secured by a lien on Florida real property. Documentary stamps in the amount of $787.50, have been paid upon this Note.

7 **Event of Default, Acceleration, and Remedies**. For the purpose of this provision, the term "**Borrower**" means any one or more of 3801 Jade Avenue, LLC, Casey Crowther, and Margaret Crowther. This Note shall, at the option of the holder hereof, become due and payable, without notice or demand, upon the occurrence of any one of the following specified events ("**Events of Default**"): (1) Borrower's failure to pay when due, any principal or interest on this Note, or to pay when due (whether by acceleration, maturity, or otherwise) any other sum under this Note; (2) Borrower's failure to pay any other amount set forth herein when due; (3) Borrower's default in the performance of any other obligation of Borrower to Lender, which default is not cured within fifteen days; (4) Borrower's insolvency (however evidenced) or the commission of an act of insolvency; (5) Borrower's making of a general assignment for the benefit of creditors; (6) the filing of any petition or the commencement of any proceeding by or against the Borrower for any relief under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustment of indebtedness, reorganizations, compositions, or extensions, which proceeding is not dismissed within thirty (30) days; or (7) an event of default by the Borrower in one or both of those certain promissory notes from Target Roofing and Sheet Metal, Inc., Casey Crowther, and Margaret Crowther, in the amount of $337,574.00, or from Casey Crowther, Margaret Crowther, and 8790 Laredo, LLC, in the original amount of $160,000.00.

Notice. Following a Monetary Event of Default, Lender shall provide Borrower written notice of a Monetary Event of Default and a period of ten (10) calendar days (from the date of the notice) to cure the Monetary Event of Default. Following a Non-Monetary Event of Default, Lender shall provide Borrower written notice of a Non-Monetary Event of Defaut and a period of thirty (30) calendar days (from the date of the notice) to cure the Non-Monetary Event of Default; provided: (1) if Borrower reasonably cannot perform within that 30-day period, and Lender's Collateral reasonably will not be impaired, Borrower may have additional time, not to exceed ninety (90) calendar days, to perform as Borrower reasonably may require, provided and for so long as Borrower proceeds with due diligence; and (2) if the Collateral reasonably will be materially impaired if Borrower does not perform in fewer than thirty (30) calendar days, Borrower will have only thirty (30) calendar days following notice or demand in which to perform as Lender reasonably may specify. The foregoing notwithstanding, this Note and the Obligations shall be accelerated automatically, immediately, and *without notice*, if the Event of Default is a filling under the Bankruptcy Code.

The Lender's remedies as provided in this Note cumulative and concurrent. Lender may pursue its remedies singularly, successively or together, at the Lender's sole discretion. Lender may exercise its remedies as often as the occasion shall arise. No act or omission of the Lender, including specifically Lender's failure to exercise, or Lender's forbearance in the exercise, of any right, remedy, or recourse is effective as or deemed to be the Lender's waiver or release of the right, remedy, or recourse unless the Lender's waiver or release is in a written document executed by the Lender for that express purpose stated therein, and then only to the extent expressly and specifically stated therein. Lender's waiver or release with reference to any one Event of Default shall not be construed as continuing or as constituting a course of dealing, nor shall it be construed as a bar to, or as a waiver or release of, any subsequent remedy as to a subsequent Event of Default.

8 **Default Note Rate**. After the Maturity Date which is not capable of being cured, or after the occurrence of an Event of Default, the outstanding principal balance shall bear interest at the Maximum Permitted Interest Rate (the "**Default Note Rate**"). The Default Note Rate shall apply and be computed from the date of the occurrence of the Event of Default (or the Maturity Date if applicable) through and including the date the Event of Default is completely cured. Upon the curing of the Event of Default, the interest rate on this Note shall revert to the Note Rate, effective on the date on which the Event of Default is completely cured.

9 **Late Charge**. In the event any payment due under this Note is not received by the Lender on the due date (the first (1st) day of each month), Borrower will pay Lender a Late Charge equal to $100.00 plus ten percent (10.00%) of the payment amount; provided, however, the Late Charge plus the applicable interest shall never the exceed the Maximum Permitted Interest Rate. The Borrower agrees that the Late Charge shall be paid by Borrower to compensate the Lender for the loss of the use of the funds and for the Lender' expense incurred in handling the delinquent payment. Borrower agrees the Late Charge is a fair and reasonable charge for the Borrower's late payment and it shall not be deemed a penalty. The Late Charge must be received by the Lender with the late payment.

10 **Waiver**. The Borrower hereby waives presentment, demand for payment, notice of dishonor, official certification, protest, and any other notices or demands in connection with the delivery, acceptance, performance, default, or enforcement of this Note, and hereby consents to any extensions of time, renewals, releases of any party to this Note, waivers or modifications that may be granted or consented to by the holder in respect to time of payment or any other provisions of this Note, and Borrower waives all suretyship defenses.

11 **Attorneys' Fees**. In the event that Lender employs an attorney or incurs expenses to compel payment of this Note or any portion of the indebtedness evidenced hereby, to defend the priority of the Lender' security interest, to represent Lender in any way related to this Note, the Mortgage, or any of the Loan Documents, Borrower promises to pay all Lender' attorneys' fees, legal assistant's fees, costs and expenses of investigation and enforcement as are reasonably incurred by Lender as a result thereof, including without limitation, attorneys' fees, legal assistant's fees, costs, and expenses of investigation incurred in appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under Title 11 U.S.C., Chapters 7, 11, or 13 of the Bankruptcy Code or any successor thereto, and attorneys' fees, legal assistant's fees, costs and expenses incurred as a result of Lender exercising Lender' right to cure any Event of Default by Borrower under this Note, the Mortgage, or any of the Loan Document, or as a result of the foreclosure of the security interest, a conveyance in lieu thereof, or sale thereunder.

12 **Governing Law**. Borrower has executed and delivered this Note in the State of Florida. This Note is governed by and construed under the laws of the State of Florida as amended, except as preempted by the federal law of the United States of America. Borrower and any other Person liable for payment hereof (as hereinafter defined) hereby consents and submits to the jurisdiction of the courts of the State of Florida, and, notwithstanding its place of residence or organization or the place of execution of this Note, any litigation relating hereto, whether arising in contract or tort, by statute or otherwise, shall be brought in (and if brought elsewhere, may be transferred to) a State court of competent jurisdiction in Lee County, Florida.

13 **Gender and Number**. Whenever the context so requires, the neuter gender includes the feminine and/or masculine gender, as the case may be, and the singular number includes the plural, and the plural number includes the singular.

14 **Time of Essence**. It is specifically agreed that under all circumstances time is of the essence in the Borrower's performance of all duties, liabilities, and obligations set forth in this Note, the Mortgage, and the Loan Documents.

15 **Modifications**. This Note may not be changed, waived, discharged or terminated orally, but only by an instrument in writing, signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

16 **Other Amounts Deemed Loans**. If Borrower fails to pay any tax, assessment, governmental charge or levy or to maintain insurance within the time permitted or required by this Note, or any of the Loan Documents, or to discharge any lien prohibited hereby, or to comply with any other Obligations, Lender may, but shall not be obligated to, pay, satisfy, discharge or bond the same for the account of Borrower, and to the extent permitted by law and at the option of Lender, all monies so paid by Lender on behalf of Borrower shall be deemed Obligations.

17 **Further Assurances**. Borrower shall execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, any and all such further assurances and other agreements or instruments, and take or cause to be taken all such other action, as shall be reasonably necessary from time to time to give full effect to the Loan Documents and the transactions contemplated thereby.

Signature page attached.

18 WAIVER OF JURY TRIAL. The Borrower intending to bind Borrower and Borrower's respective successors and assigns hereby, does knowingly, voluntarily and intentionally waive the right which Borrower has or may have to a trial by jury in respect of any legal action, proceeding, suit, litigation, claim, defense or counterclaim which (1) is based upon any of the Loan Documents or this Note or any provision thereof or hereof; (2) arises out of, under, or in connection with this Note or any of the Loan Documents or any other document, instrument, or agreement mentioned therein or herein or contemplated to be executed in conjunction therewith or herewith; or (3) arises out of, in connection with, or is based upon any conduct, course of conduct, course of dealing, statements (whether verbal or written) or actions of any party respecting any matter addressed or contemplated in any of the Loan Documents or this Note. This waiver is intended to be applicable throughout the period of time during which each of the Loan Documents and this Note were negotiated, to the present time, and at all times in the future until all applicable statutes of limitation respecting the types of legal actions and claims covered hereby shall have run, notwithstanding the expiration or earlier termination of any of the Loan Documents or this Note. Borrower acknowledges and agrees that its waiver of right to trial by jury forms an integral part of the consideration for the Lender to make the financial and other accommodations to the Borrower contemplated herein or otherwise in connection herewith and that this provision constitutes a material inducement to the Lender. Borrower hereto does hereby expressly acknowledge having received advice of counsel respecting the legal consequences of this waiver of right to trial by jury. Nothing herein shall be deemed or construed to mitigate, affect or impair the waiver of jury trial set forth in any of the other Loan Documents.

Borrower:
3801 Jade Avenue, LLC.

By: ______________________
Casey Crowther, as Manager

By: ______________________
Steven D. Adkins, as Manager

By: ______________________
Casey Crowther,individually

By: ______________________
Margaret Crowther,Individually

PROMISSORY NOTE

$160,000.00

Fort Myers, Florida
Date: December __, 2019 (the "Note Date")

FOR VALUE RECEIVED, **8790 Laredo, LLC,** a Florida limited liability company, **Casey Crowther**, and **Margaret Crowther**, joint and severally, (collectively referred to as the "**Borrower**"), whose address for the purpose of notice is 1841 Ortiz Avenue, Fort Myers, FL 33905, hereby unconditionally promises to pay to the order of **Steven D. Adkins,** his successors and assigns whose address for the purpose of notice is 2043 W. First Street, Fort Myers, Florida 33901, (the "**Lender**"), or at such other place as the holder hereof may, from time-to-time designate in writing, the original principal sum of **One Hundred and Sixty Thousand Dollars ($160,000.00)**, together with interest thereon as hereinafter provided, the principal and interest being payable in lawful money of the United States which shall be legal tender in payment of all debts at the time of payment as follows:.

Background Recitals. This note represents the purchase price paid by 8790 Laredo, LLC, for Lender's Membership Interest in 8790 Laredo, LLC ("**Adkins' Membership Interest**").

1 **Interest Rate, Maturity Date**.

1.1. **Interest Rate**. Interest shall accrue on the outstanding principal balance of this Note at a fixed rate (the "**Note Rate**") equal to **seven and one-half percent (7.50%) per annum**. Interest on this Note shall be computed on the basis of a 365 day year.

1.2. **Maturity Date**. The entire principal balance, together with all accrued and unpaid interest and any other charges, advances, and fees, if any, outstanding hereunder, shall be due and payable on December 19, 2024 (the "**Maturity Date**") or upon acceleration of this Note following Borrower's uncured event of default.

2 **No Prepayment Penalty**. Borrower may prepay this Note in full or in part at any time with no prepayment penalty.

3 **Maximum Permitted Interest Rate**. In no event shall the amount of interest paid hereunder, together with all amounts reserved, charged, or taken by Lender as compensation for fees, services, or expenses incidental to the making, negotiation, or collection of the loan evidenced hereby exceed the maximum rate of interest on the unpaid principal balance hereof allowable by applicable law. Notwithstanding any provision of this Note, the Mortgage, or any of the Loan Documents to the contrary, the Borrower and the Lender intend that no provision of this Note, the Mortgage, or any of the Loan Documents be interpreted, construed, applied, or enforced in a way that will permit or require the payment or collection of interest in excess of the highest rate of interest permitted to be paid or collected by the laws of Florida, or by federal law if federal law preempts Florida law, with respect to this transaction (the "**Maximum Permitted Interest Rate**"). If, however, any provision is so interpreted, construed, applied, or enforced, the Borrower and the Lender intend: that the provision automatically be reformed nunc pro tunc to require payment of interest only at the Maximum Permitted Interest Rate; and if interest payments exceeding the Maximum Permitted Interest Rate have been received, that the amount of interest exceeding the Maximum Permitted Interest Rate be deemed nunc pro tunc in reduction of the then outstanding principal amount due, together with interest at the Maximum Permitted Interest Rate. In connection

with all calculations to determine the Maximum Permitted Interest Rate, the Borrower and the Lender intend: that all charges be excluded to the extent they are properly excludable under the usury laws of Florida or the United States, as they are from time to time determined to apply to amounts due under this Note; and that all charges that may be "spread" in the manner provided by Florida Statutes, Section 687.03(3) or any similar successor law, be so spread.

4 **Use of Funds**. Borrower shall only use the proceeds of this Note for commercial purposes.

5 **Security for this Note**. This Note is secured by, inter alia, the Pledge of the Adkins' Stock (the "**Collateral**"). This Note is not secured by a lien on Florida real property.

6. **Negative Covenants**. 8790 Laredo, LLC, covenants with Lender that from and after the date hereof, and so long as any amount remains unpaid on account of the Note, 3801 Jade, LLC will not, without the prior written consent of Lender, cause, perform, or allow any of the prohibited acts set forth in this provision.

6.1. No Change in Structure. 8790 Laredo, LLC, shall not change the structure of its entity.

6.2. No Investment. 8790 Laredo, LLC, shall not invest in, organize, or participate in the organization of any other corporation, partnership, trust, business enterprise, joint venture, or other entity or in the creation of any other business entity or merge, consolidate with or into any other corporation, partnership, trust, business enterprise, joint venture, or other entity.

6.3. No Change in Capital Structure. 8790 Laredo, LLC, shall not release, redeem, retire, purchase, or otherwise acquire, directly or indirectly, any of its Membership Interest, or make any change in 8790 Laredo, LLC's capital structure. 8790 Laredo, LLC agrees that the 8790 Laredo, LLC shall not return any capital contribution or any capital internally generated, until the Note is paid in full.

6.4. Dealings With Insiders. 8790 Laredo, LLC, shall not purchase, acquire, or lease any property from, or sell, provide, or lease any property to any insiders. The term "**insiders**" includes but is not limited to any member or any officer, employee, stockholder, director, partner, member, or any immediate family member thereof, or any business entity which owns a controlling interest in 8790 Laredo, LLC. As used in the immediately preceding sentence, "**controlling interest**" means the possession, directly or indirectly, of the power to cause the direction of the management of a person or entity, whether through voting securities, by contract, family relationship, or otherwise.

6.5. Loans to Insiders. 8790 Laredo, LLC, shall not lend, advance, or permit to be outstanding any loans or advances to any of its "**insiders**" (as defined in 6.4 above).

6.6. Distributions. 8790 Laredo, LLC, shall make no distributions, or similar payments or
disbursements, to any Member if a Default Condition or Event of Default occurs.

6.7. Entity Documents. 8790 Laredo, LLC, will not, without Lenders' prior written consent (which consent may be withheld in Lenders' sole discretion), change, modify, or amend, the 8790 Laredo, LLC's Articles or Operating Agreement, in any way that affects the Certificate, this Assignment/Pledge, or the Lenders' rights, or the 8790 Laredo, LLC's obligations hereunder.

6.8 Dissolution. 8790 Laredo, LLC will not dissolve or consent to the dissolution of 8790 Laredo, LLC, or consent to the sale of substantially all of 8790 Laredo, LLC's property without Lenders' prior written consent (which consent may be withheld in Lenders' sole discretion). 8790 Laredo, LLC agrees that upon the dissolution of the 8790 Laredo, LLC or the sale of its property, whether voluntary or involuntary, permitted by the 8790 Laredo, LLC or otherwise, all distributions, returns of capital, or other payments becoming payable to 8790 Laredo, LLC in connection therewith shall be paid directly to Lenders until all 8790 Laredo, LLC's obligations under the Note are paid in full, and the Lenders shall apply those to payment of the Note.

6 **Florida Excise Tax on Documents**. This Note is not secured by a lien on Florida real property. Documentary stamps in the amount of $560.00, have been paid upon this Note.

7 **Event of Default, Acceleration, and Remedies**. For the purpose of this provision, the term "**Borrower**" means any one or more of 8790 Laredo, LLC, Casey Crowther, and Margaret Crowther. This Note shall, at the option of the holder hereof, become due and payable, without notice or demand, upon the occurrence of any one of the following specified events ("**Events of Default**"): (1) Borrower's failure to pay when due, any principal or interest on this Note, or to pay when due (whether by acceleration, maturity, or otherwise) any other sum under this Note; (2) Borrower's failure to pay any other amount set forth herein when due; (3) Borrower's default in the performance of any other obligation of Borrower to Lender, which default is not cured within fifteen days; (4) Borrower's insolvency (however evidenced) or the commission of an act of insolvency; (5) Borrower's making of a general assignment for the benefit of creditors; (6) the filing of any petition or the commencement of any proceeding by or against the Borrower for any relief under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustment of indebtedness, reorganizations, compositions, or extensions, which proceeding is not dismissed within thirty (30) days; or (7) an event of default by the Borrower in one or both of those certain promissory notes from Target Roofing and Sheet Metal, Inc., Casey Crowther, and Margaret Crowther, in the amount of $337,574.00, or from Casey Crowther, Margaret Crowther, and 3790 Laredo, LLC, in the original amount of $160,000.00.

Notice. Following a Monetary Event of Default, Lender shall provide Borrower written notice of a Monetary Event of Default and a period of ten (10) calendar days (from the date of the notice) to cure the Monetary Event of Default. Following a Non-Monetary Event of Default, Lender shall provide Borrower written notice of a Non-Monetary Event of Defaut and a period of thirty (30) calendar days (from the date of the notice) to cure the Non-Monetary Event of Default; provided: (1) if Borrower reasonably cannot perform within that 30-day period, and Lender's Collateral reasonably will not be impaired, Borrower may have additional time, not to exceed ninety (90) calendar days, to perform as Borrower reasonably may require, provided and for so long as Borrower proceeds with due diligence; and (2) if the Collateral reasonably will be materially impaired if Borrower does not perform in fewer than thirty (30) calendar days, Borrower will have only thirty (30) calendar days following notice or demand in which to perform as Lender reasonably may specify. The foregoing notwithstanding, this Note and the Obligations shall be accelerated automatically, immediately, and *without notice*, if the Event of Default is a filling under the Bankruptcy Code.

The Lender's remedies as provided in this Note cumulative and concurrent. Lender may pursue its remedies singularly, successively or together, at the Lender's sole discretion. Lender may exercise its remedies as often as the occasion shall arise. No act or omission of the Lender, including specifically Lender's failure to exercise, or Lender's forbearance in the exercise, of any right, remedy, or recourse is effective as or deemed to be the Lender's waiver or release of the right, remedy, or recourse unless the Lender's waiver or release is in a written document executed by the Lender for that express purpose stated therein, and then only to the extent expressly and specifically stated therein. Lender's waiver or release with reference to any one Event of Default shall not be construed as continuing or as constituting a course of dealing, nor shall it be construed as a bar to, or as a waiver or release of, any subsequent remedy as to a subsequent Event of Default.

8 **Default Note Rate**. After the Maturity Date which is not capable of being cured, or after the occurrence of an Event of Default, the outstanding principal balance shall bear interest at the Maximum Permitted Interest Rate (the "**Default Note Rate**"). The Default Note Rate shall apply and be computed from the date of the occurrence of the Event of Default (or the Maturity Date if applicable) through and including the date the Event of Default is completely cured. Upon the curing of the Event of Default, the interest rate on this Note shall revert to the Note Rate, effective on the date on which the Event of Default is completely cured.

9 **Late Charge**. In the event any payment due under this Note is not received by the Lender on the due date (the first (1st) day of each month), Borrower will pay Lender a Late Charge equal to $100.00 plus ten percent (10.00%) of the payment amount; provided, however, the Late Charge plus the applicable interest shall never the exceed the Maximum Permitted Interest Rate. The Borrower agrees that the Late Charge shall be paid by Borrower to compensate the Lender for the loss of the use of the funds and for the Lender' expense incurred in handling the delinquent payment. Borrower agrees the Late Charge is a fair and reasonable charge for the Borrower's late payment and it shall not be deemed a penalty. The Late Charge must be received by the Lender with the late payment.

10 **Waiver**. The Borrower hereby waives presentment, demand for payment, notice of dishonor, official certification, protest, and any other notices or demands in connection with the delivery, acceptance, performance, default, or enforcement of this Note, and hereby consents to any extensions of time, renewals, releases of any party to this Note, waivers or modifications that may be granted or consented to by the holder in respect to time of payment or any other provisions of this Note, and Borrower waives all suretyship defenses.

11 **Attorneys' Fees**. In the event that Lender employs an attorney or incurs expenses to compel payment of this Note or any portion of the indebtedness evidenced hereby, to defend the priority of the Lender' security interest, to represent Lender in any way related to this Note, the Mortgage, or any of the Loan Documents, Borrower promises to pay all Lender' attorneys' fees, legal assistant's fees, costs and expenses of investigation and enforcement as are reasonably incurred by Lender as a result thereof, including without limitation, attorneys' fees, legal assistant's fees, costs, and expenses of investigation incurred in appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under Title 11 U.S.C., Chapters 7, 11, or 13 of the Bankruptcy Code or any successor thereto, and attorneys' fees, legal assistant's fees, costs and expenses incurred as a result of Lender exercising Lender' right to cure any Event of Default by Borrower under this Note, the Mortgage, or any of the Loan Document, or as a result of the foreclosure of the security interest, a conveyance in lieu thereof, or sale thereunder.

12 **Governing Law**. Borrower has executed and delivered this Note in the State of Florida. This Note is governed by and construed under the laws of the State of Florida as amended, except as preempted by the federal law of the United States of America. Borrower and any other Person liable for payment hereof (as hereinafter defined) hereby consents and submits to the jurisdiction of the courts of the State of Florida, and, notwithstanding its place of residence

or organization or the place of execution of this Note, any litigation relating hereto, whether arising in contract or tort, by statute or otherwise, shall be brought in (and if brought elsewhere, may be transferred to) a State court of competent jurisdiction in Lee County, Florida.

13 **Gender and Number**. Whenever the context so requires, the neuter gender includes the feminine and/or masculine gender, as the case may be, and the singular number includes the plural, and the plural number includes the singular.

14 **Time of Essence**. It is specifically agreed that under all circumstances time is of the essence in the Borrower's performance of all duties, liabilities, and obligations set forth in this Note, the Mortgage, and the Loan Documents.

15 **Modifications**. This Note may not be changed, waived, discharged or terminated orally, but only by an instrument in writing, signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

16 **Other Amounts Deemed Loans**. If Borrower fails to pay any tax, assessment, governmental charge or levy or to maintain insurance within the time permitted or required by this Note, or any of the Loan Documents, or to discharge any lien prohibited hereby, or to comply with any other Obligations, Lender may, but shall not be obligated to, pay, satisfy, discharge or bond the same for the account of Borrower, and to the extent permitted by law and at the option of Lender, all monies so paid by Lender on behalf of Borrower shall be deemed Obligations.

17 **Further Assurances**. Borrower shall execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, any and all such further assurances and other agreements or instruments, and take or cause to be taken all such other action, as shall be reasonably necessary from time to time to give full effect to the Loan Documents and the transactions contemplated thereby.

Signature page attached.

18 **WAIVER OF JURY TRIAL.** The Borrower intending to bind Borrower and Borrower's respective successors and assigns hereby, does knowingly, voluntarily and intentionally waive the right which Borrower has or may have to a trial by jury in respect of any legal action, proceeding, suit, litigation, claim, defense or counterclaim which (1) is based upon any of the Loan Documents or this Note or any provision thereof or hereof; (2) arises out of, under, or in connection with this Note or any of the Loan Documents or any other document, instrument, or agreement mentioned therein or herein or contemplated to be executed in conjunction therewith or herewith; or (3) arises out of, in connection with, or is based upon any conduct, course of conduct, course of dealing, statements (whether verbal or written) or actions of any party respecting any matter addressed or contemplated in any of the Loan Documents or this Note. This waiver is intended to be applicable throughout the period of time during which each of the Loan Documents and this Note were negotiated, to the present time, and at all times in the future until all applicable statutes of limitation respecting the types of legal actions and claims covered hereby shall have run, notwithstanding the expiration or earlier termination of any of the Loan Documents or this Note. Borrower acknowledges and agrees that its waiver of right to trial by jury forms an integral part of the consideration for the Lender to make the financial and other accommodations to the Borrower contemplated herein or otherwise in connection herewith and that this provision constitutes a material inducement to the Lender. Borrower hereto does hereby expressly acknowledge having received advice of counsel respecting the legal consequences of this waiver of right to trial by jury. Nothing herein shall be deemed or construed to mitigate, affect or impair the waiver of jury trial set forth in any of the other Loan Documents.

Borrower:
8790 Laredo, LLC.

By: ______________________
Casey Crowther, as Manager

By: ______________________
Steven D. Adkins, as Manager

By: ______________________
Casey Crowther,individually

By: ______________________
Margaret Crowther,individually

PROMISSORY NOTE

$337,574.00

Fort Myers, Florida
Date: December 23 2019 (the "Note Date")

FOR VALUE RECEIVED, **Target Roofing and Sheet Metal, Inc.**, a Florida corporation, **Casey Crowther**, and **Margaret Crowther**, joint and severally, (collectively referred to as the "**Borrower**"), whose address for the purpose of notice is 1841 Ortiz Avenue, Fort Myers, FL 33905, hereby unconditionally promises to pay to the order of **Steven D. Adkins,** his successors and assigns whose address for the purpose of notice is 2043 W. First Street, Fort Myers, Florida 33901, (the "**Lender**"), or at such other place as the holder hereof may, from time-to-time designate in writing, the original principal sum of **Three Hundred Thirty Seven Thousand Five Hundred Seventy Four Dollars ($337,574.00)**, together with interest thereon as hereinafter provided, the principal and interest being payable in lawful money of the United States which shall be legal tender in payment of all debts at the time of payment as follows:.

Background Recitals. This note represents the purchase price paid by Target Roofing and Sheet Metal, Inc., for Lender's stock ("**Adkins' Stock**"), and is secured by that certain Collateral Assignment and Pledge of Adkins' Stock (the "**Pledge**").

1 **Interest Rate, Maturity Date**.

1.1. **Interest Rate**. Interest shall accrue on the outstanding principal balance of this Note at a fixed rate (the "**Note Rate**") equal to **seven and one-half percent (7.50%) per annum**. Interest on this Note shall be computed on the basis of a 365 day year.

1.2. **Maturity Date**. The entire principal balance, together with all accrued and unpaid interest and any other charges, advances, and fees, if any, outstanding hereunder, shall be due and payable on December 19, 2024 (the "**Maturity Date**") or upon acceleration of this Note following Borrower's uncured event of default.

2 **No Prepayment Penalty**. Borrower may prepay this Note in full or in part at any time with no prepayment penalty.

3 **Maximum Permitted Interest Rate**. In no event shall the amount of interest paid hereunder, together with all amounts reserved, charged, or taken by Lender as compensation for fees, services, or expenses incidental to the making, negotiation, or collection of the loan evidenced hereby exceed the maximum rate of interest on the unpaid principal balance hereof allowable by applicable law. Notwithstanding any provision of this Note, the Mortgage, or any of the Loan Documents to the contrary, the Borrower and the Lender intend that no provision of this Note, the Mortgage, or any of the Loan Documents be interpreted, construed, applied, or enforced in a way that will permit or require the payment or collection of interest in excess of the highest rate of interest permitted to be paid or collected by the laws of Florida, or by federal law if federal law preempts Florida law, with respect to this transaction (the "**Maximum Permitted Interest Rate**"). If, however, any provision is so interpreted, construed, applied, or enforced, the Borrower and the Lender intend: that the provision automatically be reformed nunc pro tunc to require payment of interest only at the Maximum Permitted Interest Rate; and if interest payments exceeding the Maximum Permitted Interest Rate have been received, that the amount of interest exceeding the Maximum Permitted Interest Rate be deemed nunc pro tunc in reduction of the then outstanding

principal amount due, together with interest at the Maximum Permitted Interest Rate. In connection with all calculations to determine the Maximum Permitted Interest Rate, the Borrower and the Lender intend: that all charges be excluded to the extent they are properly excludable under the usury laws of Florida or the United States, as they are from time to time determined to apply to amounts due under this Note; and that all charges that may be "spread" in the manner provided by Florida Statutes, Section 687.03(3) or any similar successor law, be so spread.

4 **Use of Funds**. Borrower shall only use the proceeds of this Note for commercial purposes.

5 **Security for this Note**. This Note is secured by, inter alia, the Pledge of the Adkins' Stock (the "**Collateral**"). This Note is not secured by a lien on Florida real property.

6 **Florida Excise Tax on Documents**. This Note is not secured by a lien on Florida real property. Documentary stamps in the amount of $1,181.60, have been paid upon this Note.

7 **Event of Default, Acceleration, and Remedies**. For the purpose of this provision, the term "**Borrower**" means any one or more of Target Roofing and Sheet Metal, Inc., a Florida corporation, Casey Crowther, and Margaret Crowther. This Note shall, at the option of the holder hereof, become due and payable, without notice or demand, upon the occurrence of any one of the following specified events ("**Events of Default**"): (1) Borrower's failure to pay when due, any principal or interest on this Note, or to pay when due (whether by acceleration, maturity, or otherwise) any other sum under this Note; (2) Borrower's failure to pay any other amount set forth herein when due; (3) Borrower's default in the performance of any other obligation of Borrower to Lender, which default is not cured within fifteen days; (4) Borrower's insolvency (however evidenced) or the commission of an act of insolvency; (5) Borrower's making of a general assignment for the benefit of creditors; (6) the filing of any petition or the commencement of any proceeding by or against the Borrower for any relief under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustment of indebtedness, reorganizations, compositions, or extensions, which proceeding is not dismissed within thirty (30) days; (7) Borrower's event of default of the Pledge, which is not timely cured after any required notice; or (8) an event of default by the Borrower in one or both of those certain promissory notes from Casey Crowther, Margaret Crowther, and 8790 Laredo, LLC, in the amount of $160,000.00, or from Casey Crowther, Margaret Crowther, and 3801 Jade Avenue, LLC, in the original amount of $225,000.00.

Notice. Following a Monetary Event of Default, Lender shall provide Borrower written notice of a Monetary Event of Default and a period of ten (10) calendar days (from the date of the notice) to cure the Monetary Event of Default. Following a Non-Monetary Event of Default, Lender shall provide Borrower written notice of a Non-Monetary Event of Defaut and a period of thirty (30) calendar days (from the date of the notice) to cure the Non-Monetary Event of Default; provided: (1) if Borrower reasonably cannot perform within that 30-day period, and Lender's Collateral reasonably will not be impaired, Borrower may have additional time, not to exceed ninety (90) calendar days, to perform as Borrower reasonably may require, provided and for so long as Borrower proceeds with due diligence; and (2) if the Collateral reasonably will be materially impaired if Borrower does not perform in fewer than thirty (30) calendar days, Borrower will have only thirty (30) calendar days following notice or demand in which to perform as Lender reasonably may specify. The foregoing notwithstanding, this Note and the Obligations shall be accelerated automatically, immediately, and *without notice*, if the Event of Default is a filling under the Bankruptcy Code.

One of Lender's remedies if Borrower fails to cure an Event of Default after required notice and expiration of Borrower's cure period is to enforce the Pledge, and take ownership of the Adkins' Stock, according to the Pledge. In addition to any other remedy permitted by law, upon the occurrence of any of the foregoing Events of Default, and following written notice and the expiration of the right to cure period as set forth above, without the Event of Default being cured, the entire outstanding principal balance, together with accrued interest and all fees, and charges applicable thereto, and any other amounts then unpaid by Borrower under this Note, shall at the option of Lender be due and payable, without any other notice or demand; and Lender may, at any time, without any other notice, apply the Collateral to this Note or other Obligations, whether due or not, and Lender may, at its option, proceed to enforce and protect its rights by an action at law or in equity (or both) or by any other appropriate proceedings; provided that this Note and the Obligations shall be accelerated automatically, immediately, and without notice, if the Event of Default is a filling under the Bankruptcy Code. Notwithstanding any other legal or equitable rights of Lender, Lender, in the Event of Default, is: (a) hereby irrevocably appointed and constituted attorney in fact, with full power of substitution, to exercise all rights of ownership with respect to the Collateral including, but not limited to, the right to collect all income and other distributions arising therefrom and to exercise all voting rights connected to the Collateral; and (b) hereby given full power to collect, sell, assign, and transfer and deliver all Collateral or any part thereof, or any substitutes therefore, or any additions thereto, through any private or public sale without either demand or notice to Borrower, or any advertisement, the same being hereby expressly waived, at which sale Lender is authorized to purchase the property or any part thereof, free from any right of redemption on the part of Borrower, which is hereby expressly waived and released. In case of any sale for any cause, after deducting all costs and expenses of every kind, Lender may apply, as it may deem proper, the residue of the proceeds of the sale toward the payment of any one or more or all the Obligations of Borrower, whether due or not due, to Lender; after application and the return of any surplus, Borrower agrees to be and remains liable to Lender for any and every deficiency after application as aforesaid upon this and any other Obligation. Borrower shall pay all costs of collection incurred by Lender, including Lender's attorneys' fees, if this Note is referred to an attorney for collection, whether or not payment is obtained before entry of judgment, which costs and fees are Obligations secured by the Collateral.

The Lender's remedies as provided in this Note, the Pledge, and in the Loan Documents, are cumulative and concurrent. Lender may pursue its remedies singularly, successively or together, at the Lender's sole discretion. Lender may exercise its remedies as often as the occasion shall arise. No act or omission of the Lender, including specifically Lender's failure to exercise, or Lender's forbearance in the exercise, of any right, remedy, or recourse is effective as or deemed to be the Lender's waiver or release of the right, remedy, or recourse unless the Lender's waiver or release is in a written document executed by the Lender for that express purpose stated therein, and then only to the extent expressly and specifically stated therein. Lender's waiver or release with reference to any one Event of Default shall not be construed as continuing or as constituting a course of dealing, nor shall it be construed as a bar to, or as a waiver or release of, any subsequent remedy as to a subsequent Event of Default.

8 **Default Note Rate**. After the Maturity Date which is not capable of being cured, or after the occurrence of an Event of Default, the outstanding principal balance shall bear interest at the Maximum Permitted Interest Rate (the "**Default Note Rate**"). The Default Note Rate shall apply and be computed from the date of the occurrence of the Event of Default (or the Maturity Date if applicable) through and including the date the Event of Default is completely cured. Upon the curing of the Event of Default, the interest rate on this Note shall revert to the Note Rate, effective on the date on which the Event of Default is completely cured.

9 **Late Charge**. In the event any payment due under this Note is not received by the Lender on the due date (the first (1st) day of each month), Borrower will pay Lender a Late Charge equal to $100.00 plus ten percent (10.00%) of the payment amount; provided, however, the Late Charge plus the applicable interest shall never the exceed the Maximum Permitted Interest Rate. The Borrower agrees that the Late Charge shall be paid by Borrower to compensate the Lender for the loss of the use of the funds and for the Lender' expense incurred in handling the delinquent payment. Borrower agrees the Late Charge is a fair and reasonable charge for the Borrower's late payment and it shall not be deemed a penalty. The Late Charge must be received by the Lender with the late payment.

10 **Waiver**. The Borrower hereby waives presentment, demand for payment, notice of dishonor, official certification, protest, and any other notices or demands in connection with the delivery, acceptance, performance, default, or enforcement of this Note, and hereby consents to any extensions of time, renewals, releases of any party to this Note, waivers or modifications that may be granted or consented to by the holder in respect to time of payment or any other provisions of this Note, and Borrower waives all suretyship defenses.

11 **Attorneys' Fees**. In the event that Lender employs an attorney or incurs expenses to compel payment of this Note or any portion of the indebtedness evidenced hereby, to defend the priority of the Lender' security interest, to represent Lender in any way related to this Note, the Mortgage, or any of the Loan Documents, Borrower promises to pay all Lender' attorneys' fees, legal assistant's fees, costs and expenses of investigation and enforcement as are reasonably incurred by Lender as a result thereof, including without limitation, attorneys' fees, legal assistant's fees, costs, and expenses of investigation incurred in appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under Title 11 U.S.C., Chapters 7, 11, or 13 of the Bankruptcy Code or any successor thereto, and attorneys' fees, legal assistant's fees, costs and expenses incurred as a result of Lender exercising Lender' right to cure any Event of Default by Borrower under this Note, the Mortgage, or any of the Loan Document, or as a result of the foreclosure of the security interest, a conveyance in lieu thereof, or sale thereunder.

12 **Governing Law**. Borrower has executed and delivered this Note in the State of Florida. This Note is governed by and construed under the laws of the State of Florida as amended, except as preempted by the federal law of the United States of America. Borrower and any other Person liable for payment hereof (as hereinafter defined) hereby consents and submits to the jurisdiction of the courts of the State of Florida, and, notwithstanding its place of residence or organization or the place of execution of this Note, any litigation relating hereto, whether arising in contract or tort, by statute or otherwise, shall be brought in (and if brought elsewhere, may be transferred to) a State court of competent jurisdiction in Lee County, Florida.

13 **Gender and Number**. Whenever the context so requires, the neuter gender includes the feminine and/or masculine gender, as the case may be, and the singular number includes the plural, and the plural number includes the singular.

14 **Time of Essence**. It is specifically agreed that under all circumstances time is of the essence in the Borrower's performance of all duties, liabilities, and obligations set forth in this Note, the Mortgage, and the Loan Documents.

15 **Modifications**. This Note may not be changed, waived, discharged or terminated orally, but only by an instrument in writing, signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

16 **Other Amounts Deemed Loans**. If Borrower fails to pay any tax, assessment, governmental charge or levy or to maintain insurance within the time permitted or required by this Note, or any of the Loan Documents, or to discharge any lien prohibited hereby, or to comply with any other Obligations, Lender may, but shall not be obligated to, pay, satisfy, discharge or bond the same for the account of Borrower, and to the extent permitted by law and at the option of Lender, all monies so paid by Lender on behalf of Borrower shall be deemed Obligations.

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Target Roofing and Sheet Metal, Inc.

By: ______________________
Casey Crowther

By: ______________________
Casey Crowther,individually

By: ______________________
Margaret Crowther,individually