



Redtail DG
100 S. 2nd Street
Fort Pierce, Florida 34950
(772) 742 1555
redtaildg.com
todm@redtaildg.com

AGENT AUTHORIZATION

Project: Porch Factory
Owner: Carriagegate LLC
Parcel ID: 2417-504-0036-000-4

BEFORE ME THIS DAY PERSONALLY APPEARED JAMES R BRANN WHO BEING DULY SWORN, DEPOSES AND SAYS THE FOLLOWING:

I hereby give CONSENT to Redtail DG, Inc. to act on my behalf, to submit or have submitted applications and all required material and documents, and to attend and represent us at all meetings and public hearings pertaining to all City, County and State permits for the project indicated above.

Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application for the project indicated above.

FURTHER AFFIANT SAYETH NOT.

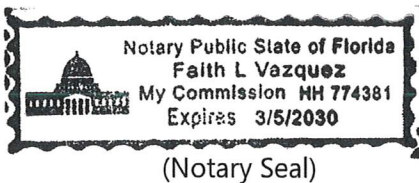
The foregoing instrument was acknowledged before me this 27 day of MARCH, 2026, by James Bran (Name of Person Acknowledging) who is personally known to me or who has produced FLDL (type of identification) as identification and who did (did not) take an oath.

Faith L Vazquez
Notary Signature

[Signature]
Owner's Signature

Faith L Vazquez
Printed Name of Notary

JAMES R BRANN
Owner's Name



627 EAST CAUSEWAY Blvd
Street Address

VERO BEACH FL 32963
City, State, Zip

3/5/2030
My commission expires

772-473-1651
Telephone / Email

LEASE AGREEMENT

Forward Exchange
"Park Replacement Property" - Construction

This Lease Agreement ("Lease") is dated as of January 8, 2026 and is by and between Carriagegate LLC, a California limited liability company ("Lessor"), and JRBrann Properties LLC, a Florida limited liability company ("Lessee").

RECITALS

A. Lessor is the owner of certain real property commonly known as 2904 Okeechobee Road, Fort Pierce, Florida ("the Premises").

B. Lessor desires to lease to Lessee and Lessee desires to lease from Lessor the Premises on the terms and conditions in this Lease (the "Lease").

For good and valuable consideration, the parties agree as follows:

Section 1. Lease.

Lessor leases to Lessee and Lessee leases from Lessor the Premises on the terms and conditions in this Lease.

Section 2. Term of Lease.

The term of this Lease ("Term") shall commence on the date the Premises are conveyed to Lessor ("Commencement Date") and shall continue for a period not to exceed 180 days thereafter, during which time Lessor shall convey the Premises to either a third-party Buyer designated by Lessee or to Lessee. Lessor's conveyance shall terminate this lease.

Section 3. Conveyance of Title at Expiration of Term.

Prior to the expiration of the Term of this Lease, Lessee shall be obligated to make any and all necessary arrangements with a closing attorney and/or a title/escrow company to transfer title to the Premises from Lessor to Lessee or from Lessor to a third-party buyer designated by Lessee. Lessee shall pay all fees and costs associated with the conveyance of title to Lessee.

Section 4. Lessee's Obligation to Furnish Property Information.

4.1 Lessee shall be obligated to furnish the following information to Lessor:

- (i) Within 5 days of its execution of the Lease, a copy of the real property tax bill for the Premises for the Term;

(ii) Upon written request of Lessor, Lessee shall be required to furnish Lessor with the following information:

- (a) A list of the sub-Lessees in possession ("Tenant"), if any;
- (b) The commencement date and the term of rental for each Tenant;
- (c) The amount of the monthly rent for each Tenant;
- (d) The dates to which rent and other charges have been paid for each Tenant.

Section 5. Property Management /Authority to Enter into Contracts.

During the Term, Lessee, as Property Manager, shall have full responsibility to manage and operate the Premises. Lessees' rights and obligations shall include, but not be limited to, leasing, collection of rental payments, and payment of all expenses arising out of, or related to the Premises, including taxes, insurance, and principal and interest on any obligation secured by a deed of trust against the Premises, and oversight of all maintenance, repairs and/or capital improvements to the Premises. Lessor will have neither the right, nor the obligation, to participate in the management or maintenance of the Premises except as necessitated by the vesting of title to the Premises in Lessor. Furthermore, Lessor authorizes Lessee, as Property Manager, by and on behalf of Lessor, to enter into and execute any and all contracts for the sale of the Premises.

Property Manager shall bear all responsibility for retaining, advising, assisting and consulting with any and all third parties regarding the construction of any capital improvements to the Premises during the term of the Lease.

Section 6. Monthly Rent.

Beginning on the Commencement Date, the minimum monthly rent ("Monthly Rent") shall be the amount required to pay all real property taxes accrued for the Premises each month.

Section 7. Lessee's Obligation to Pay Property Expenses.

Lessee shall be obligated to pay, when due, the following expenses accrued for the premises each month:

- (i) All maintenance and repair costs for the Premises during Lessor's ownership;
- (ii) All premiums for the property and liability insurance during Lessor's ownership;
- (iii) Any deductible required under any insurance policy in the event of a claim during Lessor's ownership;
- (iv) Principal and interest on all any and all loans secured by the Premises.

All of the above-described expenses shall be paid by Lessee directly to the applicable payee when due. Lessee shall, upon written request by Lessor, provide proof of payment of these expenses.

Section 8. Rent from Tenant.

Lessee is entitled to any rent income received from Tenant(s) of the Premises during the term of this Lease.

Section 9. Use.

9.1 Lessee may occupy and use the Premises and all other operations incidental to the conduct of its business, and Lessee agrees not to use the Premises for any immoral or unlawful purpose.

9.2 Lessee shall, at Lessee's own cost and expense, comply with all requirements of Lessor's insurance carriers that are necessary for the continued maintenance at reasonable rates of fire and liability insurance policies on the Premises.

9.3 Lessee shall not commit any waste or any public or private nuisance upon the Premises.

9.4 Lessee shall comply with all laws, rules, and orders of all federal, state, and municipal governments or agencies that may be applicable to use of the Premises.

Section 10. Utilities/Taxes.

10.1 All real estate taxes levied on the Premises for the tax year or years in which the Lessor owns fee title to the Premises shall be the sole responsibility of Lessee. Lessee shall pay Lessee's share of the taxes directly to the applicable taxing authority rather than to the Lessor, and that payment shall constitute full performance under this Lease with respect to said tax liability.

10.2 During the Term, Lessee shall pay, before delinquency, directly to the appropriate payee, all charges or assessments for telephone, water, sewer, gas, heat, electricity, garbage disposal, trash disposal, and all other utilities and services of any kind that may be used on the Premises.

10.3 Lessee shall provide, upon written request from Lessor, proof of the payment of such utilities. Lessee shall pay to the public authorities charged with the collection on or before the last day on which payment may be made without penalty or interest, as additional rent, all taxes, permit, inspection, and license fees, and other public charges of whatever nature that are assessed against the Premises or arise because of the occupancy, use, or possession of the Premises (including, but not limited to, taxes on, or which shall be measured by, any rents or rental income, and taxes on personal property, whether of Lessor or Lessee), subsequent to the commencement of the Term, and all installments or assessments that are due during the Term.

10.4 Lessor agrees to forward statements and billings to Lessee at the address set forth in Section 25 below. Lessee shall deliver to Lessor, on demand, original receipts or photocopies evidencing payment of all taxes, assessments, and public charges payable by Lessee. If Lessee fails to pay taxes, assessments, and charges on or before the last day on which payment may be made without penalty or interest, other than as provided for herein, Lessor may, but shall not be obligated to, pay those taxes, assessments, or charges, together with interest and penalties. Any amounts that Lessor may pay pursuant to this provision, together with interest at the rate of ten percent (10%) per annum, shall be repaid to Lessor by Lessee on demand.

10.5 If Lessee has not paid any tax, assessment, or public charge required by this Lease to be paid by Lessee before its delinquency, or if a tax, assessment, or public charge is contested by Lessee and that tax, assessment, or public charge has not been paid within thirty (30) days after a final determination of the validity, legality, or amount of the tax, assessment or public charge, then Lessor may, but shall not be required to, pay and discharge the tax, assessment, or public charge. If a tax, assessment, or public charge, including penalties and interest, are paid by Lessor, the amount of that payment shall be due and payable to Lessor by Lessee and shall bear interest at the rate of ten percent (10%) per annum from the date of the payment by Lessor until repayment by Lessee.

10.6 Lessee shall be obligated to pay any assessments for local improvements that become a lien after the Commencement Date.

10.7 The covenants and agreements herein to pay taxes by Lessee shall be deemed to include the payment of any inheritance, estate, succession, transfer, gift, franchise, corporation, income, or profit tax, or capital levy that is or may be imposed on Lessee and/or the grantor from whom Lessor acquired title. If any such taxes become a lien against the Premises, Lessee agrees to pay and discharge them before foreclosure of the lien. If Lessee fails to pay and discharge those taxes prior to the institution of proceedings to foreclose the lien, Lessor, at Lessor's sole option, may advance the funds required to pay and discharge the taxes, together with all penalties and interest, in which event the amount of funds so advanced shall be immediately due and payable from Lessee to Lessor and shall bear interest at the rate of ten percent (10%) per annum from the date of payment by Lessee, until repaid.

Section 11. Repairs and Maintenance.

11.1 Lessee agrees, at Lessee's own expense, to keep the Premises in good condition and repair during the Term.

11.2 Lessee waives the provisions of any law that would require Lessor to maintain the Premises in a Leasable condition or would provide Lessee with the right to make repairs and deduct the cost of those repairs from the rent.

Section 12. Construction of Improvements.

During Lessor's ownership of said property, it shall be Lessee's duty to keep the Premises free and clear of all liens, claims, and demands for work performed, materials furnished, or operations conducted on the Premises. Lessee will indemnify and defend Lessor for all liens, claims, or damages caused by remodeling, improvements, additions, alterations, and major repairs. Lessee will not at any time permit any mechanics', laborers', or material men's liens to stand against the Premises for any labor or material furnished to Lessee or claimed to have been furnished to Lessee or Lessee's agents, contractors, or sub-lessees, in connection with work of any character performed or claimed to have been performed on the Premises. In the event of a final determination of a lien or claim of lien, Lessee will immediately pay any final judgment rendered, with all property costs and charges, and shall have the lien released or judgment satisfied at Lessee's own expense. If Lessee fails to pay the judgment promptly or otherwise fails to prevent any sale, foreclosure, or forfeiture of the Premises because of a lien, Lessor shall have the right, but not the obligation, upon five (5) days' written notice to Lessee, to pay or prevent this action, and the amount paid by Lessor shall be immediately due and payable to Lessor and shall bear interest at the rate of ten percent (10%) per annum from the date of payment by Lessor until repayment by Lessee.

Section 13. Indemnity.

Lessee agrees to indemnify and defend Lessor from any claims, demands, and causes of action of any nature arising from or related to Lessor's ownership of the Premises and any expense incidental to the defense, for injury to or death of persons or loss of or damage to property occurring on or about the Premises during Lessor's ownership of the Premises.

Section 14. Insurance.

14.1 Lessee agrees to procure and maintain throughout the Term, at Lessee's sole cost and expense, hazard insurance and liability insurance on any existing buildings and improvements or those that may be built or placed on the Premises for full replacement cost naming Lessor as additional insured.

14.2 **Additional Insurance Requirements:** Each policy of insurance shall be issued by a responsible insurance company authorized to do business in the state where the Premises are located and shall be issued in the name of Lessor and Lessee. The insurance coverage required under this Section may be carried by Lessee under a blanket policy insuring other properties owned by Lessee, provided that the Premises covered by this Lease is specifically identified as included under that policy.

14.3 At all times during the Term, Lessee agrees to keep and maintain, or cause Lessee's agents, contractors, or subcontractors to keep and maintain, workmen's compensation insurance and other forms of insurance as may from time to time be required by law or may otherwise be necessary to protect Lessor and the Premises from claims of any person who may at any time work on the Premises, whether as a servant, agent, or employee of Lessee or otherwise. This insurance shall be maintained at the expense of Lessee or Lessee's agents, contractors, or subcontractors and not at the expense of Lessor.

14.4 Lessor agrees that it will tender and turn over to Lessee or to Lessee's insurers the defense of any claims, demands, or suits instituted, made, or brought against Lessor or against Lessor and Lessee jointly, within the scope of this Section. Lessor, however, shall have the right to approve the selection of legal counsel, to the extent that selection is within Lessee's control, which approval shall not be unreasonably withheld or delayed. In addition, Lessor shall retain the right at Lessor's election to have Lessor's own legal counsel participate as co-counsel, to the extent that claims are made that may not be covered by Lessee's insurers.

14.5 Lessee releases Lessor and waives the entire right of recovery against Lessor for loss or damage arising out of or incidental to the perils insured against, which perils occur in, on, or about the Premises. Lessee shall, upon obtaining the required policies of insurance, give notice to the insurance carrier that this waiver is in this Lease.

Section 15. Damage and Destruction.

If the building or other improvements constructed on the Premises are damaged or destroyed, whether partially or entirely, by any cause, Lessee, at Lessee's own cost and expense, but utilizing the proceeds of insurance, if any, including any insurance carried by Lessee to the extent available, shall be solely responsible for repairing, restoring, or reconstructing the damaged or destroyed building and other improvements.

Section 16. Condemnation.

16.1 If, during the Term, the whole of the Premises shall be taken pursuant to any condemnation proceeding, this Lease shall terminate as of Lessor's receipt of notice of said condemnation and both Lessor and Lessee shall be released from all obligations under this Lease. Lessor shall immediately convey title to Lessee in accordance with Section 3 herein.

16.2 If only a part of the Premises is taken pursuant to any condemnation proceeding, the Lease shall terminate upon Lessor's receipt of notice of said condemnation, but the Lease shall remain effective as to that portion of the premises not affected by the condemnation proceeding.

Section 17. Assignment and Subletting.

17.1 Lessee shall have the right to sublet any part of the Premises for any lawful purpose at any time during the Term. It is expressly understood, however, that Lessee shall, during any period of subletting, remain primarily liable for the Monthly Rent and other expenses to be paid under this Lease and the performance of all terms and conditions of this Lease.

17.2 Lessee shall not assign this Lease without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

Section 18. Default.

18.1 Any of the following events or occurrences shall constitute a material breach of this Lease by Lessee and shall constitute an event of default ("Event of Default").

(i) The failure by Lessee to pay rent, property expenses and/or any other amounts when due;

(ii) The failure by Lessee to perform any obligation under this Lease, if the failure continues for a period of ten (10) days after Lessor demands, in writing, that Lessee cure the failure. If, however, by its nature, the failure cannot be cured within ten (10) days, Lessee may have a longer period as is necessary to cure the failure, but this is conditioned upon Lessee's promptly commencing to cure within the ten (10) day period and thereafter diligently completing the cure. Lessee shall indemnify and defend Lessor against any liability, claim, damage, loss, or penalty that may be threatened or may, in fact, arise from that failure during the period the failure is uncured;

(iii) Any of the following: A general assignment by Lessee for the benefit of Lessee's creditors; any voluntary filing, petition, or application by Lessee under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise; the abandonment, vacation, or surrender of the Premises by Lessee without Lessor's prior written consent; or the dispossession of Lessee from the Premises (other than by Lessor) by process of law or otherwise;

(iv) The appointment of a trustee or receiver to take possession of all or substantially all of Lessee's assets; or the attachment, execution or other judicial seizure of all or substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or the involuntary filing against Lessee, or any general partner of Lessee if Lessee is a partnership, of:

- (a) a petition to have Lessee, or any partner of Lessee if Lessee is a partnership, declared bankrupt; or
- (b) a petition for reorganization or arrangement of Lessee under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within sixty (60) days.

Section 19. Remedies.

Upon the occurrence of an Event of Default, Lessor, in addition to any other rights or remedies available to Lessor at law or in equity, shall have the right to:

- (i) Terminate this Lease and all rights of Lessee under this Lease by giving Lessee written notice that this Lease is terminated, in which case Lessor may recover from Lessee the aggregate sum of:
- (a) any unpaid rent earned as of the time of termination;
 - (b) any other amount necessary to compensate Lessor for all the detriment caused by Lessee's failure to perform Lessee's obligations; and
 - (c) all other amounts in addition to or in lieu of those previously set out as may be permitted from time to time by applicable law.
- (ii) Continue this Lease, and from time to time, recover all rent and other amounts payable as they become due.

Section 20. Late Charge.

Lessee acknowledges that Lessee's failure to pay any installment of the Monthly Rent, monthly property expenses or any other amounts due under this Lease as and when due may cause Lessor to incur costs not contemplated by Lessor when entering into this Lease, the exact nature and amount of which would be extremely difficult and impracticable to ascertain. Accordingly, if any installment of the Monthly Rent or any other amount due under the Lease is not received by the applicable payee when due, then, without any notice to Lessee, Lessee shall be obligated to pay to Lessor an amount equal to ten percent (10%) of the past due amount, which the parties agree represents a fair and reasonable estimate of the costs incurred by Lessor as a result of the late payment by Lessee.

Section 21. Default Interest.

If Lessee fails to pay any amount due under this Lease as and when due, that amount shall bear interest at the maximum rate then allowable by law from the due date until paid.

Section 22. Waiver of Breach.

Any express or implied waiver of a breach of any term of this Lease shall not constitute a waiver of any further breach of the same or other provision of this Lease; and the acceptance of rent shall not constitute a waiver of any breach of any term of this Lease, except as to the payment of rent accepted.

Section 23. Attorneys' Fees.

If any action at law or in equity is brought to recover any rent or other sums under this Lease, or for or on account of any breach of or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the Premises, the prevailing party shall be entitled to recover from the other party as part of prevailing party's costs reasonable attorney's fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

Section 24. Authority.

If Lessee is a corporation, trust, or general or limited partnership, all individuals executing this Lease on behalf of that entity represent that they are authorized to execute and deliver this Lease on behalf of that entity. If

Lessee is a corporation, trust, or partnership, Lessee shall, prior to the execution of this Lease, deliver to Lessor evidence of that authority and evidence of due formation, all satisfactory to Lessor. If Lessee is a partnership, Lessee shall furnish Lessor with a copy of Lessee's partnership agreement and with a certificate from Lessee's attorney, stating that the partnership agreement constitutes a correct copy of the existing partnership agreement of Lessee.

Section 25. Notices.

Except as otherwise expressly provided by law, all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this Lease by the other party shall be in writing and shall be deemed served when personally delivered to the party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed to Lessee at:

JRBrann Properties LLC, a Florida limited liability company

ATTN: James R. Brann
2904 Okeechobee Road
Fort Pierce, FL 34947

or to Lessor at:

Carriagegate LLC
c/o Old Republic Exchange Company
1990 N. California Blvd., Suite 1070
Walnut Creek CA 94596

Either party, Lessee or Lessor, may change the address for the purpose of this Section by giving written notice of the change to the other party in the manner provided for in this Section.

Section 26. Heirs and Successors.

This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Lessor and Lessee.

Section 27. Joint and Several Rights and Obligations

If more than one person is executing this Agreement as Lessee, all representations, warranties, rights, obligations, and liabilities shall be joint and several; provided, however, that in such event, Lessor shall have no obligation to follow any instructions unless given by all Lessees (unless such other persons have, in writing, authorized one Lessee to act on their behalf).

Section 28. Partial Invalidity.

Should any provision of this Lease be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Lease shall remain in effect, unimpaired by the holding.

Section 29. Entire Agreement.

This instrument constitutes the sole agreement between Lessor and Lessee respecting the Premises, the leasing of the Premises to Lessee, and the specified lease term, and correctly sets forth the obligations of Lessor and Lessee. Any agreement or representations respecting the Premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are void.

Section 30. Time of Essence.

Time is of the essence in this Lease.

Section 31. Amendments.

This Lease may be modified only in writing and only if signed by the parties at the time of the modification.

Section 32. Counterparts.

This Lease may be executed in counterpart and/or by facsimile and shall be deemed as if one document had been signed by all parties.

Section 33. Governing Law.

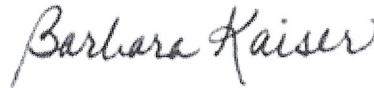
This Lease shall be governed by and construed in accordance with California law.

IN WITNESS WHEREOF, this Lease Agreement is effective as of the dates set forth below:

LESSOR

Carriegate LLC, a California limited liability company
By: OLD REPUBLIC EXCHANGE COMPANY,
a California corporation

Its: Sole Member



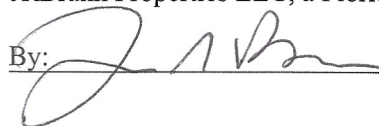
Date: 1/8/2026

By: _____
Barbara Kaiser, Assistant Vice President

LESSEE

JRBrann Properties LLC, a Florida limited liability company

Date: 1/8/2026

By:  _____ M G MBR