



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On: 03/04/2024

PROPERTY INFORMATION	
Folio	03-4120-023-2310
Property Address	4900 LE JEUNE RD CORAL GABLES, FL 33146-0000
Owner	FLAGAMI LAND CORP
Mailing Address	1553 SAN IGNACIO AVE CORAL GABLES, FL 33146-3006
Primary Zone	5003 MIXED-USE
Primary Land Use	1111 STORE : RETAIL OUTLET
Beds / Baths /Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	5,390 Sq.Ft
Living Area	5,390 Sq.Ft
Adjusted Area	4,430 Sq.Ft
Lot Size	13,312 Sq.Ft
Year Built	1963

ASSESSMENT INFORMATION			
Year	2023	2022	2021
Land Value	\$3,660,800	\$3,328,000	\$1,797,120
Building Value	\$254,005	\$264,039	\$232,355
Extra Feature Value	\$12,895	\$12,895	\$12,895
Market Value	\$3,927,700	\$3,604,934	\$2,042,370
Assessed Value	\$2,321,786	\$2,110,715	\$1,918,832

BENEFITS INFORMATION				
Benefit	Type	2023	2022	2021
Non-Homestead Cap	Assessment Reduction	\$1,605,914	\$1,494,219	\$123,538
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

SHORT LEGAL DESCRIPTION	
PB 28-18	
CORAL GABLES RIVIERA SEC 2 REV	
LOTS 26 THRU 29 BLK 95	
LOT SIZE 13312 SQ FT	
COC 25217-0792 12 2006 6	



TAXABLE VALUE INFORMATION			
Year	2023	2022	2021
COUNTY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$2,321,786	\$2,110,715	\$1,918,832
SCHOOL BOARD			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$3,927,700	\$3,604,934	\$2,042,370
CITY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$2,321,786	\$2,110,715	\$1,918,832
REGIONAL			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$2,321,786	\$2,110,715	\$1,918,832

SALES INFORMATION			
Previous Sale	Price	OR Book-Page	Qualification Description
12/01/2006	\$1,325,000	25217-0792	Other disqualified
01/01/1998	\$421,000	17938-4714	Other disqualified

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

City's Exhibit #1

4900 Le Jeune Rd

<u>Owner (Deed and all Sunbiz addresses)</u> Flagami Land Corp. c/o Jose Valle Registered Agent 1553 San Ignacio Ave Coral Gables, FL 33146-3006	<u>Mortgagee</u> Seacoast National Bank, as successor by merger to Professional Bank 815 Colorado Ave Stuart, FL 34994-3053
<u>Tenant (Sunbiz addresses)</u> SNS 42, Inc. c/o Shehadeh Giannamore, PLLC 620 S. Le Jeune Rd Coral Gables, FL 33134-1912	<u>Lienholder</u> Miami-Dade County Stephen P. Clark Center 111 N.W. 1st Street, 29th Floor Miami, Florida 33128-1930 Attn: Code Enforcement Division

City's Exhibit #2

CODE CASES (3)	INSPECTIONS (1)	PERMITS (1)						
Permit ...	Permit ...	Permit ...	Permit ...	Applica... ↓	Expirati...	Final D...	Descrip...	Main A...
RECT-23-06-0172	Building Recertification	Recertification	Denied	06/01/2023			BUILDING RECERTIFICATION S (YEAR BUILT 1963)	4900 LE JEUNE RD

City's Exhibit #3



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Permits and Inspections: Search Results

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Permit Search Results

Permit#:	App. Date	Street Address	Type	Description	Status	Issue Date	Final Date	Fees Due
EL-21-02-6302	02/05/2021	4900 LE JEUNE RD	ELEC SIGNS	*COMMERCIAL*ILLUMNATED CHANNEL SIGN (THE MUNCH BY PUMP & MUNCH) \$2736.00	final	04/02/2021	08/04/2021	0.00
UP-20-12-5862	12/22/2020	4900 LE JEUNE RD	UPFRONT FEE - THIS IS NOT A PERMIT	***CANCELLED UNPAID AT TIME OF INVOICING BOA FEE ADDED TO PERMIT***UPFRONT FEE FOR *COMMERCIAL*ILLUMNATED CHANNEL SIGN (THE MUNCH BY PUMP & MUNCH) \$2736.50	canceled		03/31/2021	0.00
BL-20-12-5861	12/22/2020	4900 LE JEUNE RD	SIGNS	*COMMERCIAL*ILLUMNATED CHANNEL SIGN (THE MUNCH BY PUMP & MUNCH) \$1,673.00	final	04/02/2021	08/06/2021	0.00
BL-19-10-5607	10/28/2019	4900 LE JEUNE RD	INT / EXT ALTERATIONS	RENOVATION OF ADA PARKING- NEW HANDICAPPED RAMP, HANDRAIL, SIGN & AISLE, RE-STRIPE CROSSWALK \$1,950	final	02/06/2020	12/22/2020	0.00
AB-19-10-4946	10/15/2019	4900 LE JEUNE RD	BOA COMPLETE (LESS THAN \$75,000)	COMMERCIAL * RENOVATION OF ADA PARKING INCLUDING SIGN & ISLE/ RE-STRIPE CROSSWALK \$1,950	final	10/15/2019	12/22/2020	0.00
EL-17-06-2347	06/26/2017	4900 LE JEUNE RD	ELEC COMMERCIAL / RESIDENTIAL WORK	20 OUTLETS; 75 LIGHTS AND 23 COMMERCIAL OUTLETS	pending			0.00
BL-17-06-2196	06/22/2017	4900 LE JEUNE RD	INT / EXT ALTERATIONS	***ABANDONED STATUS - OVER 6 MONTHS OF NO ACTION *** OK TO CANCEL PER DEV. SERVICES DIRECTOR SURAMY CABRERA COMM INTERIOR ALTERATIONS, STOREFRONT, BLOCK UP EXISTING OPENING (DOWNSTAIRS CONVENIENCE STORE)-- CONVERSION OF EXISTING STORAGE INTO C- STORE ADDITION BY REMOVING AN INTERIOR WALL \$25,000	canceled		04/15/2023	0.00
ZV-16-12-7269	12/27/2016	4900 LE JEUNE RD	ZONING LETTER VERIFICATION	ZONING VERIFICATION LETTER	final	12/27/2016	12/27/2016	0.00
CE-16-12-6953	12/16/2016	4900 LE JEUNE RD	CODE ENF LIEN SEARCH	LIEN SEARCH	final	12/19/2016	12/19/2016	0.00
AB-16-10-6575	10/17/2016	4900 LE JEUNE RD	BOA COMPLETE (LESS THAN \$75,000)	COMMERCIAL *REV#2 PERF DATE 06/16/2017 *FINAL *CONVERSION OF EXISTING STORAGE INTO C- STORE ADDITION BY REMOVING AN INTERIOR WALL (1100 SQ.FT.) \$25,000	final	10/18/2016	02/28/2023	0.00
PU-15-07-4518	07/06/2015	4900 LE JEUNE RD	PUBLIC RECORDS SEARCH	REQ A CD OF PERMIT 18107	final	07/06/2015	07/06/2015	0.00
EX-14-10-3815	10/27/2014	4900 LE JEUNE RD	PERMIT EXTENSION & RENEWAL	PERMIT RENEWAL ZN-11-03-5015	final	10/27/2014	10/27/2014	0.00
EL-14-03-2472	03/11/2014	4900 LE JEUNE RD	ELEC SIGNS	ELECTRICAL (1) ILLUMINATED TENANT SIGN (DOWN STAIRS) \$2,000	final	04/18/2014	10/08/2014	0.00
BL-14-03-2045	03/03/2014	4900 LE JEUNE RD	SIGNS	(1) ILLUMINATED TENANT SIGN (DOWN STAIRS) \$1,800	final	04/18/2014	12/02/2014	0.00
AB-14-02-3163	02/27/2014	4900 LE JEUNE RD	BOA COMPLETE (LESS THAN \$75,000)	SIGN (DOWN STAIRS) \$2,000	final	02/28/2014	12/02/2014	0.00

RC-13-06-1398	06/21/2013	4900 LE JEUNE RD	BLDG RECERT / CRB	40 YEAR OR OLDER RECERTIFICATION	final	06/21/2013 06/24/2013	0.00
PU-13-02-1583	02/27/2013	4900 LE JEUNE RD	PUBLIC RECORDS SEARCH	REQ COPY OF PERMITS 18107B 31851B	final	03/01/2013 03/01/2013	0.00
CE-12-08-2046	08/31/2012	4900 LE JEUNE RD	CODE ENF WARNING PROCESS	SNT & BAN VERBAL WARNING	final	08/31/2012 08/31/2012	0.00
ZN-11-03-5015	03/02/2011	4900 LE JEUNE RD	ASPHALT - RESURFACE / SEALANT	REPAIR & RE - STRIPE PARKING LOT \$3,000	final	03/10/2011 11/04/2014	0.00
ZN-11-01-4313	01/06/2011	4900 LE JEUNE RD	PAINT / RESURFACE FL / CLEAN	PAINT BUILDING TWO TONES TOP- SW6351 BEIGE; BOTTOM SW 6340 CLAY, FRONT & NORTH FACE OVERHANG, SOFFIT & HORIZ STUCCO BAND (WHITE) \$2,500	final	01/06/2011 02/15/2011	0.00
AB-11-01-4181	01/04/2011	4900 LE JEUNE RD	BOA COMPLETE (LESS THAN \$75,000)	PAINT BUILDING TWO TONES TOP- SW6351 BEIGE; BOTTOM SW 6340 CLAY \$2500	final	01/04/2011 01/06/2017	0.00
BL-10-08-3679	08/09/2010	4900 LE JEUNE RD	INT / EXT ALTERATIONS	STOREFRONT INSTALLATION W/ DOORS \$10,000	final	10/05/2010 01/09/2017	0.00
BL-10-08-3675	08/09/2010	4900 LE JEUNE RD	DOOR/GARAGE DOOR/SHUTTER/WINDOW	INSTALLATION OF STOREFRONT (5) OPENINGS FIXED GLASS (1) DOOR \$10000 *****PERMIT CANCELLED, RE-LOGGED IN AS A STOREFRONT***** *****FROM AB-10-07- 5202*****	final	08/09/2010 08/09/2010	0.00
CE-10-07-5288	07/28/2010	4900 LE JEUNE RD	CODE ENF WARNING PROCESS	WT5684 (LOT) 34-21 CC WEEDS ALONG WALL AND TRASH. CUT OR REMOVE WEEDS ALONG WALL AND REMOVE ALL TRASH.	final	07/28/2010 07/29/2010	0.00
AB-10-07-5202	07/28/2010	4900 LE JEUNE RD	BOA COMPLETE (LESS THAN \$75,000)	INSTALLATION OF STOREFRONT (5) OPENINGS FIXED GLASS (1) DOOR \$10000	final	07/28/2010 01/09/2017	0.00
CE-09-11-2438	11/22/2009	4900 LE JEUNE RD	CODE ENF TICKET PROCESS - NO RUNNING FINE	T38939 SEC 105-26 CITY CODE - WORK(ROOFING) BEING DONE ON SUNDAY @ 255PM DURING UNAUTHORIZED TIME AND DAY PER CODE. PREVIOUS WARNIG GIVEN THIS DATE.	final	11/22/2009 12/09/2009	0.00
CE-09-11-2435	11/22/2009	4900 LE JEUNE RD	CODE ENF WARNING PROCESS	WT5081 SEC 105-26 CITY CODE - PERFORMING WORK OUTSIDE OF ALLOWABLE CONSTRUCTION HOURS (SUNDAY @1145AM) (ROOF WORK)	final	11/22/2009 11/22/2009	0.00
BL-09-11-2373	11/20/2009	4900 LE JEUNE RD	ROOF / LIGHT WEIGHT CONC	FLAT RE-ROOF \$23,000 GAF MATERIAL, GAF CONVENTIONAL BUILT UP ROOFING SYSTEM FOR POURED GYPSUM DECKS	final	11/20/2009 12/10/2009	0.00
EL-08-07-1076	07/21/2008	4900 LE JEUNE RD	ELEC COMMERCIAL / RESIDENTIAL WORK	INSTALL OUTLETS FOR POWER \$1,800	final	07/21/2008 08/25/2008	0.00
CE-08-05-0826	05/13/2008	4900 LE JEUNE RD	CODE ENF WARNING PROCESS	WT 77011/ SNV 5-1902 ZONING CODE SIGNS ON VEHICLES PROHIBITED	final	05/13/2008 01/04/2017	0.00
DR-08-03-0564	03/13/2008	4900 LE JEUNE RD	DEVELOPMENT REVIEW COMMITTEE	APPLICANT PROPOSE TO USE THE VACANT STOREFRONT ADJACENT TO THE STOP-N-SHOP CONVENIENCE STORE AS A WINE AND LIQUOR RETAIL ESTABLISHMENT.	final	03/19/2008 07/27/2009	0.00
DR-08-03-0563	03/13/2008	4900 LE JEUNE RD	DEVELOPMENT REVIEW COMMITTEE	<<CANCELLED>> APPLICANT PROPOSES TO USE THE PROPERTY ADJACENT TO THE STOP-N- SHOP CONVENIENCE STORE AS A WINE AND LIQUOR ESTABLISHMENT.	final	07/27/2009 07/27/2009	0.00



The City of Coral Gables

Development Services Department
CITY HALL 405 BILTMORE WAY
CORAL GABLES, FLORIDA 33134

JUNE 21, 2013

FLAGAMI LAND CORP
1553 SAN IGNACIO AVE
CORAL GABLES FL 33146-3006

**LETTER OF BUILDING RECERTIFICATION
IN ACCORDANCE WITH SECTION 8-11(f) OF
THE CODE OF MIAMI-DADE COUNTY**

PROPERTY FOLIO: # 03-4120-023-2310
ADDRESS: 4900 LE JEUNE RD, CORAL GABLES FL 33146-2208

Dear Property Owner/Manager:

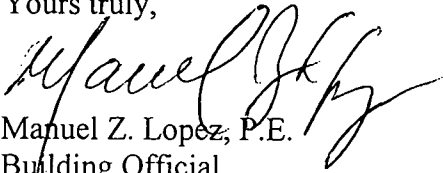
This Office is in receipt of your structural and electrical report stating that the above referenced building has been examined and found to be structurally and electrically safe for its continued occupancy.

Based on acceptance of this report, we herewith grant this LETTER OF RECERTIFICATION for the above subject premises in accordance with Section 8-11(f) of the Code of Miami-Dade County.

The expiration date of this approval, as stated in said Code, is 10 years from 2013. This recertification letter does not exclude the building from subsequent inspections as deemed necessary by the Building Official, as specified in the Florida Building Code.

As a routine matter, and in order to avoid possible misunderstanding, nothing in this letter should be construed directly, or indirectly as a guarantee of the safety of any portion of this structure. However, based on the term stated in Section 8-11(f) of the Code, continued occupancy of the building will be permitted in accordance with the minimum procedural guidelines for the recertification structural/electrical report on file with this office.

Yours truly,


Manuel Z. Lopez, P.E.
Building Official

City's Exhibit #4



CITY OF CORAL GABLES
Development Services Department

CITY HALL 405 BILTMORE WAY
CORAL GABLES, FL 33134

1/30/2023

VIA CERTIFIED MAIL

FLAGAMI LAND CORP
1553 SAN IGNACIO AVE
CORAL GABLES, FL 33146-3006

7021 1970 0000 4015 6018

RE: 4900 LE JEUNE RD
FOLIO # 03-4120-023-2310

Notice of Required Inspection For Recertification of Building
Process Number: **TBD**

Dear Property Owner:

Per the Miami-Dade County Property Appraiser's office the above referenced property address is thirty (30) years old, or older, having been built in 1963. In accordance with the Miami-Dade County Code, Chapter 8, Section 8-11(f), a qualified individual must inspect said building and a **completed** Recertification Report ("Report") must be submitted by you to this Department within **ninety (90) calendar days** from the **date of this letter**. A completed Report includes 1) Cover letters stating the structure meets (or does not meet) the electrical and structural requirements for recertification, 2) Building Structural Report, 3) Building Electrical Report, 4) Parking Lot Illumination Standards Form 5) Parking Lot Guardrails Requirements Form, and 6) (For threshold buildings only) Self-qualification letters from the inspecting engineers with accompanying DBPR proof of specialization. Submittal of the Report does not constitute recertification; it must be **approved** and the Letter of Recertification must be issued by this Department.

Threshold buildings (i.e. buildings greater than 3 stories or greater than 50 ft tall, or with an Assembly Occupancy > 5000 s.f. & Occupant load > 500 people) shall be recertified by Structural and Electrical Professional Engineers only. Self-qualification letters will be required with proof of DBPR structural and electrical specialization.

Any buildings that are not threshold buildings may be recertified by any Florida Registered Architect or Professional Engineer and self-qualification letters will not be required.

If no deficiencies are identified, the structure will only be recertified once the reports and forms have been submitted and approved.

If deficiencies are identified, they shall be reported to the Building Official within 10 days, or within 24 hours if there is an immediate danger identified. A completed report shall be submitted to this Department. In addition, a structural and/or electrical affidavit from the inspector will be required, with additional affidavits every 180 days, as needed so that the building can continue to be occupied while repairs are carried out. The Building Official is able to grant an extension of one hundred fifty (150) calendar days from the due date or the date the deficiencies were identified (whichever is sooner) to allow time to obtain the necessary permits and perform the repairs. The structure will only be recertified once a *revised* report and all required information is submitted and approved, and all required permits are closed.

Proprietary or modified recertification forms from the inspectors will not be accepted. Only current municipal recertification forms will be accepted. The Architect or Engineer shall obtain the required Forms from the following link:

<https://www.miamidade.gov/global/economy/building/recertification.page>.

City's Exhibit #5

If this is your first time using the online system, please register at the following link:

<https://coralgablesfl-energovpub.tylerhost.net/Apps/selfservice/CoralGablesFLProd#/register>

You can access your online process using the process number provided above at the following link:

<https://coralgablesfl-energovpub.tylerhost.net/Apps/SelfService#/myWork?tab=MyPermits>

The Recertification Report fee of \$500.00 and additional document and filing fees shall be paid online at the following link:

<https://coralgablesfl-energovpub.tylerhost.net/Apps/SelfService#/payinvoice>

Failure to submit the required Report within the allowed time will result in **declaring the structure unsafe** and referring the matter to the City's Construction Regulation Board ("Board") without further notice and a \$600.00 administrative fee will be imposed at that time. The Board may impose additional fines of \$250.00 for each day the violation continues, may enter an order of demolition, and may assess all costs of the proceedings along with the cost of demolition and any other required action.

Please contact Douglas Ramirez at dramirez@coralgables.com regarding any questions concerning building recertification.

Thank you for your prompt attention to this matter.



Manuel Z. Lopez, P.E.
Deputy Building Official



CITY OF CORAL GABLES
Development Services Department

CITY HALL 405 BILTMORE WAY
CORAL GABLES, FL 33134

4/30/2023

VIA CERTIFIED MAIL

7022 2410 0002 9151 6103

FLAGAMI LAND CORP
1553 SAN IGNACIO AVE
CORAL GABLES, FL. 33146-3006

RE: 4900 LE JEUNE RD
FOLIO # 341200232310

Notice of Required Inspection For Recertification of Building – **OVERDUE NOTICE**
Process Number **RECT-xx-xxxx**

Dear Property Owner:

In a certified letter dated 1/30/2023, this Department notified you the property referenced above requires Building Recertification pursuant to Miami-Dade County Code, Chapter 8, Section 8-11(f). The letter informed you it was necessary to submit to this Department a completed Report prepared by a qualified individual within ninety (90) calendar days certifying the structure meets the requirements for recertification.

Please be advised the submittal of the Report is overdue and the **structure has been deemed unsafe** due to non-compliance. This may result in the revocation of the Certificate of Occupancy, as well as being subject to other penalties as provided in the Code. A completed Report includes 1) Cover letters stating the structure meets (or does not meet) the electrical and structural requirements for recertification, 2) Building Structural Report, 3) Building Electrical Report, 4) Parking Lot Illumination Standards Form 5) Parking Lot Guardrails Requirements Form, and 6) (For threshold buildings only) Self-qualification letters from the inspecting engineers with accompanying DBPR proof of specialization. Submittal of the Report does not constitute recertification; it must be **approved** and the Letter of Recertification must be issued by this Department.

See original notice for additional information.

Failure to submit the completed Report within thirty (30) calendar days from the date of this letter will result in forwarding the matter to the City's Construction Regulation Board for further review and determination. A \$600.00 administrative fee will be imposed at that time. The Board may impose additional fines of \$250.00 for each day the violation continues, may enter an order of demolition, and may assess all costs of the proceedings along with the cost of demolition and any other required action.

If this is your first time using the online system, please register at the following link:

<https://coralgablesfl-energovpub.tylerhost.net/Apps/selfservice/CoralGablesFLProd#/register>

You can access your online process using the process number provided above at the following link:

<https://coralgablesfl-energovpub.tylerhost.net/Apps/SelfService#/myWork?tab=MyPermits>

The Recertification Report fee of \$500.00 and additional document and filing fees shall be paid online at the following link:

<https://coralgablesfl-energovpub.tylerhost.net/Apps/SelfService#/payinvoice>

Please govern yourself accordingly.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Manuel Z. Lopez', with a stylized flourish at the end.

Manuel Z. Lopez, P.E.
Deputy Building Official

BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 24-7100
RECT-23-06-0172

vs.

Return receipt number:

Flagami Land Corp.
c/o Jose Valle
Registered Agent
1553 San Ignacio Ave
Coral Gables, FL 33146-3006
Respondent.

7022 2410 0002 9144 5564

**NOTICE OF UNSAFE STRUCTURE VIOLATION FOR FAILURE TO RECERTIFY
AND NOTICE OF HEARING**

Date: February 26, 2024

Re: 4900 LE JEUNE RD., CORAL GABLES, FL. 33146, LOTS 26 THRU 29 BLK 95, CORAL GABLES RIVIERA SEC 2 REV., PB 28-18 and 03-4120-023-2310("Property").

The City of Coral Gables ("City") Building Official has inspected the records relating to the Structure in accordance with Article III, Chapter 105 of the City Code, pertaining to unsafe structures, and Section 8-11 of the Miami-Dade County Code, as applicable in the City, pertaining to existing buildings. **The Structure is hereby declared unsafe** by the Building Official and is presumed unsafe pursuant to Section 105-89 10 (m) of the City Code for failure to timely comply with the maintenance and recertification requirements of the Florida Building Code or Section 8-11 of the Miami-Dade County Code.

Therefore, this matter is set for hearing before the City's Construction Regulation Board ("Board") in the City Commission Chambers, 405 Biltmore Way, 2nd floor, Coral Gables, Florida 33134, on March 11, 2024, at 2:00 p.m.

You may appeal the decision of the Building Official to the Board by appearing at the hearing. You have the right to be represented by an attorney and may present and question witnesses and evidence; however, formal rules of evidence shall not apply. Failure to appear at the hearing will result in the matter being heard in your absence. Please be advised that if someone other than an attorney will be attending the hearing on your behalf, he or she must provide a power of attorney from you at the time of the hearing. Requests for continuance must be made in writing to, Virginia Goizueta, at City of Coral Gables, Development Services Department, 427 Biltmore Way, Coral Gables, FL 33134, vgoizueta@coralgables.com, tel: (305) 460-5250. The Development Services Department's hours are Monday through Friday, 7:30 a.m. to 2:30 p.m.

If the Required Action is not completed before the above hearing date, the Building Official may order that

City's Exhibit #6

the structure be vacated, boarded, secured, and posted (including but not limited to, requesting the electric utility to terminate service to the Structure) to prevent further occupancy until the Required Action is completed. The Building Official may also order demolition of the Structure and the City may recover the costs incurred against the Property and the Owner of record.

If the Property owner or other interested party does not take all Required Action or prevail at the hearing, the Construction Regulation Board may impose fines not to exceed \$250 for each day the violation continues past the date set for compliance and may also enter an order of demolition and assess all costs of the proceedings, in an amount not less than \$600, and the costs of demolition and other required action, for which the City shall have a lien against the Property owner and the Property.

Please govern yourself accordingly.



Virginia Goizueta
Secretary to the Board

ADA NOTICES

Any person who acts as a lobbyist pursuant to the City of Coral Gables Ordinance No. 2006-11, must register with the City Clerk, prior to engaging in lobbying activities before the city staff, boards, committees and/or the City Commission. A copy of the Ordinance is available in the Office of the City Clerk, City Hall.

Any person who needs assistance in another language in order to speak during the public hearing or public comment portion of the meeting should contact the City's ADA Coordinator, Raquel Elejabarrieta, Esq., Director of Human Resources (E-mail: relejabarrieta@coralgables.com, Telephone: 305-722-8686, TTY/TDD: 305-442-1600), at least three (3) business days before the meeting.

Any person with a disability requiring communication assistance (such as a sign language interpreter or other auxiliary aide or service) in order to attend or participate in the meeting should contact the City's ADA Coordinator, Raquel Elejabarrieta, Esq., Director of Labor Relations and Risk Management (E-mail: relejabarrieta@coralgables.com, Telephone: 305-722-8686, TTY/TDD: 305-442-1600), at least three (3) business days before the meeting.

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the Board, with respect to any matter considered at such hearing or meeting, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based. Although a court reporter usually attends the hearing at the City's cost, the City is not required to provide a transcript of the hearing, which the Respondent may request at the Respondent's cost.

c: Seacoast National Bank,
as successor by merger to
Professional Bank
815 Colorado Ave
Stuart, FL 34994-3053

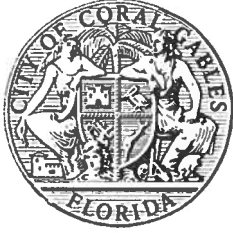
7022 2410 0002 9144 5571

SNS 42, Inc.
c/o Shehadeh Giannamore, PLLC
620 S. Le Jeune Rd
Coral Gables, FL 33134-1912

7022 2410 0002 9144 5588

Miami-Dade County
Stephen P. Clark Center
111 N.W. 1st Street, 29th Floor
Miami, Florida 33128-1930
Attn: Code Enforcement Division

7022 2410 0002 9144 5595



CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

Title of Document Posted: Notice of Pending Building Recertification

I, Sebastian Ramos, DO HEREBY SWEAR/AFFIRM THAT
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE
ADDRESS OF 4900 Le Jeune Rd., ON February 26, 2024 AT 12:45 pm.

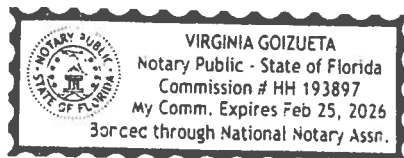
Sebastian Ramos
Employee's Printed Name

[Signature]
Employee's Signature

STATE OF FLORIDA)
ss.
COUNTY OF MIAMI-DADE)

Sworn to (or affirmed) and subscribed before me this 26 day of February, in the year 2024, by
Sebastian Ramos who is personally known to me.

My Commission Expires:



[Signature]
Notary Public

City's Exhibit #7



City's Exhibit #8

The Munch

by Pump & Munch



**BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES**

CITY OF CORAL GABLES,
Petitioner,

Case No. 24-7100
RECT-23-06-0172

vs.

Return receipt number:

Flagami Land Corp.
c/o Jose Valle
Registered Agent
1553 San Ignacio Ave
Coral Gables, FL 33146-3006
Respondent.

7022 2410 0002 9144 5564

**NOTICE OF UNSAFE STRUCTURE VIOLATION FOR FAILURE TO RECERTIFY
AND NOTICE OF HEARING**

Date: February 26, 2024

Re: 4900 LE JEUNE RD., CORAL GABLES, FL. 33146, LOTS 26 THRU 29 BLK 95, CORAL
GABLES RIVIERA SEC 2 REV., PB 28-18 and 03-4120-023-2310 ("Property").

The City of Coral Gables ("City") Building Official has inspected the records relating to the Structure in accordance with Article III, Chapter 105 of the City Code, pertaining to unsafe structures, and Section 8-11 of the Miami-Dade County Code, as applicable in the City, pertaining to existing buildings. **The Structure is hereby declared unsafe** by the Building Official and is presumed unsafe pursuant to Section 105-89.10 (m) of the City Code for failure to timely comply with the maintenance and recertification requirements of the Florida Building Code or Section 8-11 of the Miami-Dade County Code.

Therefore, this matter is set for hearing before the City's Construction Regulation Board ("Board") in the City Commission Chambers, 405 Biltmore Way, 2nd floor, Coral Gables, Florida 33134, on March 11, 2024, at 2:00 p.m.

You may appeal the decision of the Building Official to the Board by appearing at the hearing. You have the right to be represented by an attorney and may present and question witnesses and evidence; however, formal rules of evidence shall not apply. Failure to appear at the hearing will result in the matter being heard in your absence. Please be advised that if someone other than an attorney will be attending the hearing on your behalf, he or she must provide a power of attorney from you at the time of the hearing. Requests for continuance must be made in writing to, Virginia Goizueta, at City of Coral Gables, Development Services Department, 427 Biltmore Way, Coral Gables, FL 33134, vgoizueta@coralgables.com, tel: (305) 460-5250. The Development Services Department's hours are Monday through Friday, 7:30 a.m. to 2:30 p.m.

If the Required Action is not completed before the above hearing date, the Building Official may order that



CFN 2006R1361899
OR Bk 25217 Pgs 0792 - 7947 (3pgs)
RECORDED 12/22/2006 13:29:09
DEED DOC TAX 7,950.00
SURTAX 5,962.50
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

DOCUMENT COVER PAGE

DOCUMENT TITLE: SPECIAL WARRANTY DEED

**EXECUTED BY: Circle K Stores Inc. (Grantor)
Flagami Land Corp (Grantee)**

**Prepared by:
LandAmerica
Karen Callahan
7557 Rambler Rd., #1200
Dallas, Texas 75231
TLF06-000349/06-038588NCS**

**Record and return to:
LandAmerica
Cecile Emminger
8928 Brittany Way
Tampa, FL 33619**

City's Exhibit #9

PREPARED BY AND RETURN TO:

PROPERTY APPRAISERS PARCEL I.D. NUMBER: 03-4120-023-2310

THIS SPECIAL WARRANTY DEED Made the 19th day of December, 2006, between Circle K Stores Inc., a Texas corporation whose mailing address is: 12911 N Telecom Parkway, Tampa, FL 33637 hereinafter called the grantor, to Flagami Land Corp., a Florida corporation whose mailing address is: 1553 San Ignacio Boulevard, San Carlos, FL 33146 hereinafter called the grantee.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires)

WITNESSETH, that said Grantor, for and in consideration of the sum of TEN AND 00/100's (\$10.00) DOLLARS and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee forever, the following described land located in the County of Dade, State of Florida, to-wit:

See Exhibit 'A' attached hereto and by this express reference incorporated herein.

AND the grantor hereby covenants with the grantee that the grantor is lawfully seized of the property described herein in fee simple; that grantor has good right and lawful authority to sell and convey said property; that grantor warrants the title to said property and will defend the same against the lawful claims of all persons claiming by, through or under grantor; and that said property is free of all encumbrances except for real property taxes for the year 2006 and subsequent years and valid easements, restrictions and reservations of record.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in our presence:

Rose Ann Hammock
witness signature
ROSE ANN HAMMOCK
print name
Debra G. Epling
witness signature
DEBRA G. EPLING
print name

Charles M. Parker
BY: Charles Michael Parker
ITS: Vice President

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH) **ss:**

The foregoing instrument was acknowledged before me this 19th day of December, 2006 by Charles Michael Parker, who is personally known to me or who has produced _____ as identification and who did not take an oath.

David M. Falk
Notary Public
Printed name: David M. Falk
Expiration Date: April 28, 2008



David M. Falk
Commission #DD314422
Expires: Apr 28, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

EXHIBIT A

LEGAL DESCRIPTION

Lots 26, 27, 28, and 29 in Block 95 of RIVIERA SECTION, PART 2 OF CORAL GABLES, as recorded in Plat Book 28 at Page 18 of the Public Records of Dade County, Florida.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
FLAGAMI LAND CORP.

Filing Information

Document Number P97000095251
FEI/EIN Number 65-0793774
Date Filed 11/06/1997
State FL
Status ACTIVE

Principal Address

1553 SAN IGNACIO AVENUE
CORAL GABLES, FL 33146-3006

Changed: 02/05/2004

Mailing Address

1553 SAN IGNACIO AVENUE
CORAL GABLES, FL 33146-3006

Changed: 02/05/2004

Registered Agent Name & Address

VALLE, JOSE
1553 SAN IGNACIO AVENUE
CORAL GABLES, FL 33146-3006

Address Changed: 02/05/2004

Officer/Director Detail

Name & Address

Title D

VALLE, JOSE
1553 SAN IGNACIO AVENUE
CORAL GABLES, FL 33146-3006

Annual Reports

Report Year	Filed Date
-------------	------------

2021	04/28/2021
2022	04/27/2022
2023	04/28/2023

Document Images

04/28/2023 -- ANNUAL REPORT	View image in PDF format
04/27/2022 -- ANNUAL REPORT	View image in PDF format
04/28/2021 -- ANNUAL REPORT	View image in PDF format
08/03/2020 -- ANNUAL REPORT	View image in PDF format
04/29/2019 -- ANNUAL REPORT	View image in PDF format
03/12/2018 -- ANNUAL REPORT	View image in PDF format
05/01/2017 -- ANNUAL REPORT	View image in PDF format
03/15/2016 -- ANNUAL REPORT	View image in PDF format
04/28/2015 -- ANNUAL REPORT	View image in PDF format
04/17/2014 -- ANNUAL REPORT	View image in PDF format
03/21/2013 -- ANNUAL REPORT	View image in PDF format
04/24/2012 -- ANNUAL REPORT	View image in PDF format
04/26/2011 -- ANNUAL REPORT	View image in PDF format
04/28/2010 -- ANNUAL REPORT	View image in PDF format
04/27/2009 -- ANNUAL REPORT	View image in PDF format
04/24/2008 -- ANNUAL REPORT	View image in PDF format
01/24/2007 -- ANNUAL REPORT	View image in PDF format
01/05/2006 -- ANNUAL REPORT	View image in PDF format
03/17/2005 -- ANNUAL REPORT	View image in PDF format
02/05/2004 -- ANNUAL REPORT	View image in PDF format
01/30/2003 -- ANNUAL REPORT	View image in PDF format
02/07/2002 -- ANNUAL REPORT	View image in PDF format
04/23/2001 -- ANNUAL REPORT	View image in PDF format
02/08/2000 -- ANNUAL REPORT	View image in PDF format
02/01/1999 -- ANNUAL REPORT	View image in PDF format
02/27/1998 -- ANNUAL REPORT	View image in PDF format
11/06/1997 -- Domestic Profit	View image in PDF format

INSTR # 114139900 Page 1 of 41, Recorded 01/09/2017 at 02:09 PM
Broward County Commission, Doc M \$9800.00 Int Tax \$5600.00 Deputy Clerk
ERECORD

This Instrument Was Prepared By,
Record and Return To:

Kearney O. Wan, Esq.
Sicarns Weaver Miller Weissler
Alhadef & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, Florida 33130

MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,

SECURITY AGREEMENT AND FIXTURE FILING

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (the "Mortgage"), as of the 6th day of January, 2017, between **FLAGAMI LAND CORP.**, a Florida corporation (the "Mortgagor"), as mortgagor and debtor, whose principal place of business is 1553 San Ignacio Avenue, Coral Gables, Florida 33146, and **MARQUIS BANK**, a Florida banking corporation (the "Mortgagee"), as mortgagee and secured party, whose address is 355 Alhambra Circle, Suite 1200, Coral Gables, Florida 33134.

ARTICLE I

**DEFINITIONS, HEADINGS, RULES OF
CONSTRUCTION AND SECURITY AGREEMENT**

1.1 **Definitions.** As used in this Mortgage and in the exhibits attached hereto, the following terms shall have the following meanings herein specified, such definition to be applicable equally to the singular and plural forms of such terms:

1.1.1 **Default Rate:** The Default Rate as defined in the Note.

1.1.2 **Environmental Law:** Any law, enactment, statute, code, ordinance, order, rule, regulation, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any Governmental Authority, as same may be amended from time to time, whether now in existence or established or hereafter enacted, promulgated, adopted, entered or issued, both within and outside the present contemplation of the parties hereto, relating to pollution or protection of the environment, including but not limited to, (a) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §9601-9657, (b) the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Public Law 99-499, 100 Stat. 1613, (c) the Resource Conservation and Recovery Act, 42 U.S.C. §6901-6987, (d) the Florida Resource Recovery and Management Act, Fla. Stat. §403.702-403.7893, (e) the Pollutant Spill Prevention and Control Act, Fla. Stat. §376.011-376.21, (f) any common law of nuisance or trespass, (g) any law, rule or regulation relating to emissions,

NOTE TO MIAMI-DADE COUNTY RECORDING OFFICE: This Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing has been recorded in the Public Records of Broward County, Florida on January 9, 2017, under Clerk's File No. 114139900, and all documentary stamp and intangible taxes due hereon were paid upon such recording in the Public Records of Broward County, Florida.

discharges, releases or threatened releases of pollutants, contaminants or chemicals, or industrial, toxic or other Hazardous Substances or waste into the environment (including without limitation, ambient air, surface water, groundwater, land surface or subsurface strata), (h) any law otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants or chemicals or industrial, toxic or other Hazardous Substances or wastes, and (i) any other designations as toxins, pollutants or contaminants by any other Governmental Authority (including, without limitation, the United States Environmental Protection Agency).

1.1.3 Events of Default: Those events described in Article VII hereof.

1.1.4 Fixtures: All goods now or hereafter incorporated into any structure now or hereafter erected upon or under the Land, in the manner of lumber, bricks, tile, cement, glass, metalwork, elevators, electrical systems, plumbing systems, air conditioning and heating systems, mechanical systems and the like whether or not permanently affixed, which, to the fullest extent permitted by applicable law in effect from time to time, shall be deemed fixtures and a part of the Land.

1.1.5 Future Advances: Any loan of money from Mortgagee to Mortgagor made within twenty (20) years from the date hereof. The total amount of such loan or loans may decrease or increase from time to time, but the total unpaid aggregate balance secured by this Mortgage at any one time shall not exceed an amount equal to twice the original principal amount of the Loan, plus interest thereon, and any disbursements made for the payment of the Impositions (whether taxes, levies or otherwise), insurance, or other liens on the Mortgaged Property, with interest on such disbursements. The Mortgagee has no obligation, whatsoever, to make a Future Advance.

1.1.6 Governmental Authority: Any (domestic or foreign) federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency or any instrumentality of any of them.

1.1.7 Governmental Requirement: Any law, enactment, statute, code, ordinance, order, rule, regulation, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any Governmental Authority now existing or hereafter enacted, adopted, promulgated, entered, or issued applicable to Mortgagee, Mortgagor or the Mortgaged Property, including, without limitation, any Environmental Law.

1.1.8 Guarantor: Jointly and severally any and all Persons now or hereafter guarantying the Obligations or any part thereof (collectively referred to as the "Guarantor").

1.1.9 Guaranty: Any guaranty of payment, performance or completion executed by any Guarantor in favor of Mortgagee with respect to the Obligations.

1.1.10 Hazardous Substances: Any hazardous, toxic or dangerous waste, substance or material including, but not limited to, any elements or compounds which are now or hereafter (a) identified in Section 101(14) of the CERCLA, 42 U.S.C. §9601(14), and as set forth in

40 C.F.R. §302, as the same may be amended from time to time, (b) determined to be toxic, a pollutant or contaminant, under any Environmental Law, (c) contained in the list of hazardous substances adopted by the United States Environmental Protection Agency, (d) defined as "petroleum" and "petroleum products" as defined in Fla. Stat. §376.301, as same may be amended from time to time, and (e) asbestos, radon, polychlorinated biphenyls and such other elements, compounds, materials, substances or waste which are otherwise dangerous, hazardous, harmful or deleterious to human or animal health or safety, or the environment.

1.1.11 Impositions: All (a) real estate and personal property taxes and other taxes and assessments, public or private; utility rates and charges including those for water and sewer; all other governmental and non-governmental charges and any interest or costs or penalties with respect to any of the foregoing; and charges for any public improvement, easement or agreement maintained for the benefit of or involving the Mortgaged Property, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever that at any time prior to or after the execution of this Mortgage may be assessed, levied or imposed upon the Mortgaged Property or the Rent or income received therefrom, or any use or occupancy thereof, (b) other taxes, assessments, fees and governmental and non-governmental charges levied, imposed or assessed upon or against Mortgagor or any of its properties and (c) taxes levied or assessed upon this Mortgage, the Note, and the other Obligations, or any of them.

1.1.12 Improvements: All buildings, structures, appurtenances and improvements, including all additions thereto and replacements and extensions thereof, now constructed or hereafter to be constructed under, on or above the Land, which term includes any part thereof.

1.1.13 Junior Mortgage: Any mortgage permitted by Mortgagee which now or hereafter encumbers all or any portion of the Mortgaged Property and which is junior or subordinate to the lien of this Mortgage, which term shall collectively refer to all such mortgages and the note or notes secured thereby.

1.1.14 Land: The real property described in Exhibit "A" attached hereto and made a part hereof, together with all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages, projections, appurtenances, water rights including riparian and littoral rights, streets, ways, alleys, and strips and gores of land now or hereafter in anyway belonging, adjoining, crossing or pertaining to the Land.

1.1.15 Leases: Any and all other leases, subleases, licenses, concessions, or grants of other possessory interests, together with the security therefor, now or hereafter in force, oral or written, covering or affecting the Mortgaged Property or any part thereof.

1.1.16 Loan: The \$2,800,000.00 loan evidenced by the Note.

1.1.17 Loan Documents: Any document or instrument executed, submitted, or to be submitted by Mortgagor or others in connection with the Loan, including but not limited to the: (a) Note, (b) this Mortgage, (c) the Guaranty, (d) financing statements, (e) security

agreements, (f) environmental indemnity agreements and (g) any other document or instrument executed in connection with the Loan.

1.1.18 Mortgaged Property: The Land, Improvements, Fixtures, Leases, Rents and Personal Property together with:

(a) all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Mortgaged Property or any part thereof under the power of eminent domain, or by agreement in lieu thereof, or for any damage thereto caused by any governmental action (whether by such taking or otherwise), such as without limitation, any award for change of grade of streets;

(b) all judgments, awards and settlements hereafter made, and all insurance proceeds hereafter paid for any damage to the Mortgaged Property, and all unearned insurance premiums on any insurance policies maintained by the Mortgagor pursuant to this Mortgage;

(c) all awards and refunds hereafter made with respect to any Imposition; and

(d) the estate, right, title, interest, privilege, claim or demand whatsoever of Mortgagor, now or hereafter, either at law or in equity, in and to the Mortgaged Property.

The term Mortgaged Property includes any part of the foregoing property described as Mortgaged Property, and all proceeds, products, replacements, improvements, betterments, extensions, additions, substitutions, renewals, accessories, and appurtenances thereto and thereof.

1.1.19 Mortgagee: Marquis Bank, a Florida banking corporation, its successors and/or assigns.

1.1.20 Mortgagor: Flagami Land Corp., a Florida corporation.

1.1.21 Note: That certain Promissory Note dated of even date with this Mortgage, made by Mortgagor, payable to the order of Mortgagee in the original principal amount of \$2,800,000.00 (the "Note"), and any other note given to Mortgagee evidencing a Future Advance as any of said notes may from time to time hereafter be modified, amended, extended or renewed.

1.1.22 Obligations:

(a) Any and all of the indebtedness, liabilities, covenants, promises, agreements, terms, conditions, and other obligations of every nature whatsoever, whether joint or several, direct or indirect, absolute or contingent, liquidated or unliquidated, of Mortgagor and Guarantor, or any of them, to Mortgagee, evidenced by, secured by, under and as set forth in the Note, this Mortgage, the Guaranty or the other Loan Documents;

(b) Any and all other indebtedness, liabilities and obligations of every nature whatsoever (whether or not otherwise secured or to be secured) of Mortgagor (whether as maker, endorser, surety, guarantor or otherwise) to Mortgagee or any of Mortgagee's affiliates, whether now existing or hereafter created or arising or now owned or howsoever hereafter acquired by Mortgagee or any of the Mortgagee's affiliates, whether such indebtedness, liabilities and obligations are or will be joint or several, direct or indirect, absolute or contingent, liquidated or unliquidated, matured or unmatured, including, but not limited to, any letter of credit issued by Mortgagee for the account of Mortgagor; together with all expenses, attorneys' fees, paralegals' fees and legal assistants' fees incurred by Mortgagee in the preparation, execution, perfection or enforcement of any document relating to any of the foregoing; and

(c) Any and all Future Advances.

1.1.23 Operating Account: Depository account with Mortgagee that shall serve as an operating account with respect to the Mortgagor and the Mortgaged Property. Mortgagor shall maintain the Operating Account with Mortgagee until such time as the Loan shall have been indefeasibly repaid in full.

1.1.24 Partnership: Any general or limited partnership, joint venture, or other form of partnership, howsoever designated.

1.1.25 Permitted Title Exceptions: Those matters, if any, described in Schedule B to the title insurance policy insuring Mortgagee's interest in this Mortgage.

1.1.26 Person: Any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, government, or agency or political subdivision thereof, or any other form of entity.

1.1.27 Personal Property: All of the following property of Mortgagor whether now owned or existing, or hereafter acquired or arising, located in, on, pertaining to, used or intended to be used in connection with or resulting or created from the ownership, development, management, or operation of the Land:

(a) all Improvements (to the extent same are not deemed to be real property) and landscaping;

(b) all Fixtures (to the extent same are not deemed to be real property) and goods to become Fixtures;

(c) all accounts, accounts receivable, other receivables, contract rights, chattel paper, instruments and documents; any other obligations or indebtedness owed to Mortgagor arising from the Land; all rights of Mortgagor to receive any performance or any payments in money or kind; all guaranties of the foregoing and security therefor; all of the right, title and interest of Mortgagor in and with respect to the goods, services, or other property that gave rise to or that secure any of the foregoing, and all rights of Mortgagor as an unpaid seller of goods and

services, including, but not limited to, the rights to stoppage in transit, replevin, reclamation, and resale;

(d) all goods, including without limitation, all machinery, equipment, furniture, furnishings, building supplies and materials, appliances, business machines, tools, aircraft and motor vehicles of every kind and description, and all warranties and guaranties for any of the foregoing;

(e) all inventory, merchandise, raw materials, parts, supplies, work-in-process and finished products intended for sale, of every kind and description, in the custody or possession, actual or constructive, of Mortgagor including such inventory as is temporarily out of the custody or possession of Mortgagor, and any returns upon any accounts and other proceeds resulting from the sale or disposition of any of the foregoing, including, without limitation, raw materials, work-in-process, and finished goods;

(f) all general intangibles, including without limitation, corporate or other business records and books, computer records whether on tape, disc or otherwise stored, blueprints, surveys, architectural or engineering drawings, plans and specifications, trademarks, tradenames, goodwill, telephone numbers, licenses, governmental approvals, franchises, permits, payment and performance bonds, tax refund claims, and agreements with utility companies, together with any deposits, prepaid fees and charges paid thereon;

(g) all Leases and Rents (to the extent same are not deemed to be real property);

(h) all judgments, awards of damages and settlements from any condemnation or eminent domain proceedings regarding the Land, the Improvements or any of the Mortgaged Property;

(i) all insurance policies required by this Mortgage, the unearned premiums therefor and all loss proceeds thereof;

(j) all rights of Mortgagor as "developer," "declarant" or "sponsor" under any declaration or other document encumbering the Land or any portion thereof;

(k) all rights to water and sewer connections and transferable development rights and transportation, school, water and road impact fee credits;

(l) all other personal property, including without limitation, management contracts, construction contracts, architectural contracts, service contracts, engineering contracts, advertising contracts, contracts for purchase and sale of any of the Mortgaged Property, purchase orders, equipment leases, monies in escrow accounts, reservation agreements, prepaid expenses, deposits and down payments with respect to the sale or rental of any of the Mortgaged Property, options and agreements with respect to additional real property for use or development of the Mortgaged Property, end-loan commitments, abstracts of title, all brochures, advertising materials, condominium documents and prospectuses; and

(m) all proceeds, products, replacements, additions, betterments, extensions, improvements, substitutions, renewals and accessions of any and all of the foregoing.

1.1.28 Rents: All of the rents, royalties, issues, revenues, income, profits, security deposits and other benefits whether past due, or now or hereafter arising from the Mortgaged Property and the occupancy, use and enjoyment thereof.

1.2 Rules of Construction. The use of any gender shall include all other genders. The singular shall include the plural and the plural shall include the singular. The word "or" is not exclusive and the use of the word "and" may be conjunctive or disjunctive in the sole and absolute discretion of Mortgagee. The captions of Articles, Sections and Subsections of this Mortgage are for convenient reference only, and shall not affect the construction or interpretation of any of the terms and provisions set forth herein.

1.3 Security Agreement. This Mortgage constitutes a "Security Agreement" within the meaning of and shall create a security interest under the Uniform Commercial Code-Secured Transactions as adopted by the State of Florida, with respect to the Fixtures, Leases, Rents and Personal Property. A carbon, photographic or other reproduction of this Mortgage or of any financing statement shall be sufficient as a financing statement. The debtor's principal place of business and the secured party's address is set forth in the introduction to this Mortgage.

ARTICLE II

GRANT

2.1 Grant. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure the payment, observance, performance and discharge of the Obligations, Mortgagor does by these presents give, transfer, grant, bargain, sell, alien, remise, release, assign, mortgage, hypothecate, deposit, pledge, set over, confirm, convey and warrant unto Mortgagee all estate, right, title and interest of Mortgagor in and to the Mortgaged Property, whether now owned or held or hereafter acquired by Mortgagor, subject, however, to the Permitted Title Exceptions, to have and to hold the Mortgaged Property unto Mortgagee, its successors and assigns forever.

2.2 Condition of Grant. Subject to the provisions of this Mortgage, the condition of these presents is such that if Mortgagor shall pay, observe, perform and discharge the Obligations, or cause same to be paid, observed, performed and discharged in strict accordance with the terms thereof, then this Mortgage and the estates, interests, rights and assignments granted hereby shall be null and void, but otherwise shall remain in full force and effect.

2.3 Subrogation. The Mortgagee is hereby subrogated to the claims and liens of all parties whose claims or liens are fully or partially discharged or paid with the proceeds of the indebtedness secured by this Mortgage, notwithstanding that such claims or liens may have been cancelled and satisfied of record.

ARTICLE III

ASSIGNMENT OF LEASES AND RENTS

3.1 Assignment. The Mortgagor does hereby absolutely and unconditionally assign and transfer to Mortgagee all of Mortgagor's estate, right, title and interest in and to the Leases and Rents, to have and to hold the Leases and Rents unto Mortgagee, its successors and assigns forever. From time to time, upon request of Mortgagee, Mortgagor shall give further evidence of this assignment to Mortgagee by executing and delivering to Mortgagee specific assignments of the Leases and Rents, in form and content approved by Mortgagee. All such specific assignments shall be of the same dignity and priority as this Mortgage. From time to time, upon request of Mortgagee, Mortgagor shall also execute and deliver to Mortgagee any notification to tenants or other document reasonably required by Mortgagee.

3.2 Payment of Rents to Mortgagor, as Trustee, Until Default. So long as no Event of Default has occurred, Mortgagor may, as trustee for the use and benefit of Mortgagee, collect, receive and accept the Rents as they become due and payable (but in no event for more than two (2) months in advance); provided, however, that if the Rents exceed the payments due under the Note, the Mortgagor may use such excess, first, for the operation and benefit of the Mortgaged Property and, second, for the general benefit of the Mortgagor. Upon the occurrence of an Event of Default Mortgagee may, at its option, remove the Mortgagor as trustee for the collection of the Rents and appoint any other person including, but not limited to, itself as a substitute trustee to collect, receive, accept and use all such Rents in payment of the Obligations, in such order as Mortgagee shall elect in its sole and absolute discretion, whether or not Mortgagee takes possession of the Mortgaged Property. Mortgagor hereby directs each of the respective tenants under the Leases, and any rental agent, to pay to Mortgagee all such Rents, as may now be due or shall hereafter become due, upon demand for payment thereof by Mortgagee without any obligation on the part of any such tenant or rental agent to determine whether or not an Event of Default has in fact occurred. Upon an Event of Default, the permission hereby given to Mortgagor to collect, receive and accept such Rents as trustee shall terminate and such permission shall not be reinstated upon a cure of the Event of Default without Mortgagee's specific written consent. Exercise of Mortgagee's rights under this Section, and the application of any such Rents to the Obligations, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant hereto, but shall be cumulative and in addition to all other rights and remedies of Mortgagee.

3.3 Performance Under Leases. Mortgagor covenants that it shall, at its sole cost and expense, (a) duly and punctually perform and discharge, or cause to be performed and discharged, all of the obligations and undertakings of Mortgagor or its agents under the Leases, (b) use reasonable efforts to enforce or secure, or cause to be enforced or secured, the performance of each and every obligation and undertaking of the respective tenants under the Leases, (c) promptly notify Mortgagee if Mortgagor receives any notice from a tenant or purchaser, as applicable claiming that Mortgagor is in default under a Lease and (d) appear in and defend any action or proceeding arising under or in any manner connected with the Leases.

3.4 Leases In Good Standing. All Leases are in full force and effect, and there are no defaults thereunder or any defenses or offsets thereto on the part of any tenant.

3.5 Provisions of Leases and Approval of Tenants. All Leases shall be inferior and subordinate to the lien of this Mortgage and the terms of each Lease shall so expressly provide. Mortgagor covenants that all Leases hereafter entered into by Mortgagor shall be in form and substance reasonably satisfactory to Mortgagee. Further, following the occurrence of a default, the Mortgagee specifically reserves the right to approve all proposed tenants, and any assignee or sublessee of any existing tenant, which approval shall not be unreasonably withheld, delayed or conditioned.

3.6 Termination or Modification. Mortgagor covenants that, following the occurrence of an Event of Default, it shall not, without the prior express written consent of Mortgagee (which consent shall not be unreasonably withheld, delayed or conditioned), enter into a Lease, or modify, terminate, extend, amend, or consent to the cancellation or surrender of any Lease, or permit any tenant, as applicable under any Lease to assign or sublet, as applicable, its rights thereunder.

3.7 Delivery of Executed Leases. Mortgagor covenants that it shall furnish Mortgagee with executed copies of all Leases within ten (10) days after the execution thereof.

3.8 No Obligation of Mortgagee. This Assignment shall not be deemed or construed to constitute Mortgagee as a mortgagee in possession of the Mortgaged Property nor shall it obligate Mortgagee to take any action or to incur expenses or perform or discharge any obligation, duty or liability of Mortgagor under any Lease.

3.9 Cumulative Remedies. Each and every right, remedy and power granted to Mortgagee by this Article shall be cumulative and in addition to every other right, remedy and power given by the Loan Documents and now or hereafter existing in equity, at law, or by virtue of statute or otherwise. The failure of Mortgagee to avail itself of any of its rights, remedies and powers shall not be construed or deemed to be a waiver thereof.

3.10 Notification of Mortgagee's Rights. Mortgagee shall have the right, but not the obligation, at any time and from time to time, to notify any tenant under any Lease of the rights of Mortgagee as provided in this Article III and Mortgagor, upon demand from Mortgagee, shall confirm to such tenant the existence of such rights.

3.11 Management and Leasing. The Mortgagor covenants that the Mortgaged Property shall be managed by the Mortgagor or by a management company which shall have been approved in writing by the Mortgagee and pursuant to a management agreement which shall have been approved in writing by the Mortgagee prior to the execution thereof, which approval shall not be unreasonably withheld, delayed or conditioned. If, after the occurrence of a default, in the judgment of Mortgagee, the Mortgaged Property is not being properly managed, then Mortgagee may require Mortgagor to employ a qualified property manager approved by Mortgagee. In the event Mortgagor shall fail to select a company approved by Mortgagee within twenty (20) days after

Mortgagee shall request Mortgagor to do so pursuant to this Subsection 3.11, such failure shall constitute an Event of Default under this Mortgage.

3.12 Leasing Commission. Mortgagor covenants that every agreement to pay leasing commissions with respect to the leasing of space in the Mortgaged Property, or any part thereof, are and shall be subject, subordinate and inferior to the right of Mortgagee, so that in the event Mortgagee acquires title to the Mortgaged Property either at a foreclosure sale or by other means, Mortgagee will be exonerated and discharged from all liabilities for the payment of any such commissions or compensations.

3.13 Attorney-in-Fact. To further effectuate Mortgagee's rights under this Article III, Mortgagor hereby constitutes and irrevocably appoints Mortgagee its true and lawful attorney-in-fact, which appointment is coupled with an interest, with full power of substitution, and empowers said attorney or attorneys in the name of Mortgagor, but at the option of said attorney-in-fact, to (a) collect and receive the Rents and to issue receipts therefor, (b) to make, enter into, extend, modify, amend, terminate, consent to the cancellation or surrender of any Lease, or permit any tenant to assign or sublet its rights thereunder, (c) to execute, acknowledge and deliver any and all instruments and documents that Mortgagee may deem necessary or proper to implement its rights as provided in this Article III, and (d) to perform and discharge any and all obligations and undertakings of Mortgagor under any Lease; provided, however, that Mortgagee shall not exercise the power of attorney granted in this Section 3.13 unless an Event of Default shall have occurred.

3.14 Other Assignments. Mortgagor shall not further assign or transfer the Leases or Rents except in favor of Mortgagee as provided in this Article III, and shall not create or permit to be created or to remain, any mortgage, pledge, lien, encumbrance, claim, or charge on the Leases or Rents. Any transaction prohibited under this Section shall be null and void.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties. Mortgagor hereby represents and warrants to Mortgagee that:

4.1.1 Incorporation, Power, Authority, Etc. Mortgagor, (i) is duly organized, validly existing and in good standing under the laws of the state or country of its formation, (ii) has the power and authority to own its properties and to carry on its business as now being conducted, and there are no outstanding rights or options to acquire any additional shares, and its shares have not been pledged or encumbered in any manner whatsoever, (iii) is qualified to do business in the State of Florida, (iv) is in compliance with all Governmental Requirements, and (v) has not amended or modified its by-laws except as previously disclosed in writing to Mortgagee prior to the execution hereof.

4.1.2 Validity of Loan Documents. (a) The execution, delivery and performance by Mortgagor, of the Loan Documents, and the borrowing evidenced by the Note, (i) are within the powers and purposes of Mortgagor, as applicable, (ii) have been duly authorized by

all requisite action of Mortgagor, as applicable, (iii) do not require the approval of any Governmental Authority, and (iv) will not violate any Governmental Requirement, the articles of incorporation and bylaws of Mortgagor or any indenture, agreement or other instrument to which Mortgagor is a party or by which it or any of its property is bound, or be in conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of its property or assets, except as contemplated by the provisions of the Loan Documents; and (b) the Loan Documents, constitute the legal, valid and binding obligations of Mortgagor, as applicable, and other obligors named therein, if any, in accordance with their respective terms.

4.1.3 Financial Statements. All balance sheets, statements of profit and loss, and other financial data that have been given to Mortgagee with respect to the Mortgagor and Guarantors, (a) are complete and correct in all material respects, (b) accurately present the financial condition of said parties as of the dates, and the results of its or their operations, for the periods for which the same have been furnished, and (c) have been prepared in accordance with generally accepted accounting principles consistently followed throughout the periods covered thereby; all balance sheets disclose all known liabilities, direct and contingent, as of their respective dates; and there has been no change in the condition of the Mortgagor or Guarantors, financial or otherwise, since the date of the most recent financial statements given to Mortgagee with respect to said parties, other than changes in the ordinary course of business, none of which changes has been materially adverse.

4.1.4 Other Agreements. Mortgagor is not a party to any agreement or instrument materially and adversely affecting it or its present or proposed businesses, properties or assets, operation or condition, financial or otherwise, and Mortgagor is not in default in the performance, observance or fulfillment of any of the material obligations, covenants or conditions set forth in any agreement or instrument to which it is a party.

4.1.5 Other Information. All other information, including reports, financial statements, certificates, papers, data and otherwise, given and to be given to Mortgagee with respect (a) to Mortgagor or any Guarantor, (b) to the Loan and (c) to others obligated under the terms of the Loan Documents, are true, accurate and correct in all material respects and complete.

4.1.6 Title. Mortgagor is indefeasibly seized of and has and will have good and marketable fee simple title to the Land and Improvements free and clear of any and all mortgages, liens, encumbrances, claims, charges, equities, covenants, conditions, restrictions, easements, rights-of-way and all other matters affecting the Land and Improvements, whether or not of record, except for the Permitted Title Exceptions. Mortgagor has and will have good, absolute and marketable title to the Fixtures and Personal Property all free and clear of any and all liens, charges, encumbrances, security interests and adverse claims whatsoever, except those in favor of Mortgagee. Mortgagor will preserve its title to the Mortgaged Property and will forever warrant and defend the same to Mortgagee and will forever warrant and defend the validity and priority of the lien of this Mortgage against the claims of all persons and parties whomsoever.

4.1.7 No Violations. No Governmental Requirement (including, but not limited to, 21 U.S.C. §§811 and 881, and 18 U.S.C. §§1961), and no covenant, condition, restriction, easement or similar matter affecting the Land or Improvements has been violated, and Mortgagor has not received any notice of violation from any Governmental Authority or any other person with respect to any of the foregoing matters.

4.1.8 Taxes. Mortgagor has filed all federal, state, county and municipal income tax returns required to have been filed by it, and has paid all taxes that have become due pursuant to such returns, pursuant to any assessments received by it or pursuant to law, and Mortgagor does not know of any basis for additional assessment with respect to such taxes or additional taxes. The Land is assessed separately from all other adjacent land for the purposes of real estate taxes and there is no intended public improvements which may involve any charge being levied or assessed, or which may result in the creation of any lien upon the Mortgaged Property.

4.1.9 Litigation. There are no judgments outstanding against Mortgagor and there is no action, suit, proceeding, or investigation now pending (or to the best of Mortgagor's knowledge after diligent inquiry, threatened) against, involving or affecting Mortgagor or the Mortgaged Property, or any part thereof, at law, in equity or before any Governmental Authority that if adversely determined as to the Mortgaged Property or as to Mortgagor would result in a material adverse change in the business or financial condition of the Mortgagor or Mortgagor's operation and ownership of the Mortgaged Property, nor is there any basis for such action, suit, proceeding or investigation.

4.1.10 Utilities. There is available to the Land and Improvements through public or private easements or rights-of-way abutting or crossing the Land (which would inure to the benefit of Mortgagee in case of enforcement of this Mortgage) a water supply and a sanitary sewer service or septic tank system approved by all health and other authorities having jurisdiction, and electric, gas (if applicable) and telephone service, all of sufficient capacity to serve the needs of the Land and Improvements according to their intended purpose.

4.1.11 Condition of Mortgaged Property. The Mortgaged Property or any part thereof, now existing, is not damaged or injured as a result of any fire, explosion, accident, flood or other casualty. The Improvements, if any, as of the date of this Mortgage, are free of any defects in material, structure and construction and do not violate any Governmental Requirements. There is no existing, proposed or contemplated plan to modify or realign any street or highway or any existing, proposed or contemplated eminent domain proceeding known to Mortgagor that would result in the taking of all or any part of the Mortgaged Property or that would adversely affect the use or the operation of the Mortgaged Property.

4.1.12 Zoning. The Land is zoned so as to permit the Land and Improvements to be used for their intended purpose.

4.1.13 No Default. No default or Event of Default exists under any of the Loan Documents; and no event has occurred and is continuing which, with notice or the lapse of time, or both, would constitute a default under any provision thereof.

4.1.14 Fictitious Name Statute. Mortgagor, if applicable, has duly complied with all of the requirements of the Florida Fictitious Name Statute.

4.1.15 Junior Mortgage. No Junior Mortgage, if any, existing as of the date hereof requires the consent of any of the holders thereof to the Loan, the execution and delivery of the Loan Documents, or to any transaction contemplated under the Loan Documents. All Junior Mortgages existing as of the date hereof, if any, are in good standing, all principal, interest and other payments due thereunder have been paid in accordance with the terms thereof, there is no default thereunder and no event has occurred which with due notice or the lapse of time, or both, would constitute a default thereunder.

4.1.16 Environmental Contamination/Hazardous Substances. To the best of Mortgagor's knowledge, Mortgagor and the Mortgaged Property are in full compliance with all Environmental Laws, and there are no civil, criminal or administrative actions, suits, demands, claims, hearings, notices or demand letters, notices of violation, investigations, or proceedings pending or threatened against the Mortgagor or the Mortgaged Property relating in any way to any Environmental Law or any agreement, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved under any Environmental Law. To the best of Mortgagor's knowledge, there have never been nor are there currently any Hazardous Substances located on, in, or under the Mortgaged Property or used in connection therewith in violation of applicable law, and neither Mortgagor nor, to the best of Mortgagor's knowledge, any other person has ever used the Mortgaged Property for the manufacture, processing, distribution, use, transport, handling, treatment, storage, disposal, emission, discharge or release of any Hazardous Substance. No notice or advice has been received by Mortgagor of any condition or state of facts that would be contributing to a claim of pollution or any other damage to the environment by reason of the conduct of any business on the Mortgaged Property or operation of the Mortgaged Property, whether past or present.

4.1.17 Representations and Warranties in Other Loan Documents. All of the representations and warranties contained in the other Loan Documents are true and correct.

4.1.18 USA Patriot Act. Mortgagor warrants and represents to Mortgagee neither the Mortgagor nor any affiliate thereof, is identified in any list of known or suspected terrorists published by any United States government agency, (individually, as each such list may be amended or supplemented from time to time, referred to as a "Blocked Persons List") including, without limitation, (i) the annex to Executive Order 13224 issued on September 23, 2001 by the President of the United States and (ii) the Specially Designated Nationals List published by the United States Office of Foreign Assets Control.

4.2 Reliance on Representations. The Mortgagor acknowledges that the Mortgagee has relied upon the Mortgagor's representations, has made no independent investigation of the truth thereof, is not charged with any knowledge contrary thereto that may be received by an examination of the public records in Tallahassee, Florida and wherein the Land is located, or that may have been received by any officer, director, agent, employee or shareholder of Mortgagee.

ARTICLE V

AFFIRMATIVE COVENANTS

5.1 **Payment and Performance.** Mortgagor shall promptly pay and punctually perform, or shall cause to be promptly paid and punctually performed, all of the Obligations as and when due and payable.

5.2 **Existence.** Mortgagor shall preserve and keep in full force and effect its existence, rights, franchises, trade names and qualification to transact business in the State of Florida.

5.3 **Compliance With Laws.** Mortgagor shall promptly and faithfully comply with, conform to and obey all Governmental Requirements and the rules and regulations now existing or hereafter adopted, that may be applicable to Mortgagor or to the Mortgaged Property or to the use or manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the Mortgaged Property, whether or not such Governmental Requirement or rule or regulation shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Mortgaged Property.

5.4 **Impositions.**

5.4.1 Mortgagor shall pay all Impositions on the Mortgaged Property and all taxes levied or assessed upon this Mortgage, the Note and the Obligations, or any of them. In the event of the passage, after the date of this Mortgage, of any law (i) making it illegal for the Mortgagor to pay the whole or any part of the Impositions, or charges or liens herein required to be paid by Mortgagor, or (ii) rendering the payment by Mortgagor of any and all taxes levied or assessed upon this Mortgage, the Note, or the Obligations or the interest in the Mortgaged Property represented by this Mortgage unlawful, or (iii) rendering the covenants for the payment of the matters set forth in Subparts (i) and (ii) of this Subsection by Mortgagor legally inoperative, the Mortgagor shall pay, upon demand, the entire unpaid Obligations notwithstanding anything in the Note, this Mortgage, or the other Loan Documents to the contrary.

5.4.2 Mortgagor shall pay all ad valorem taxes on the Mortgaged Property on or before December 1st of each year in which they become due on the Mortgaged Property, and shall deliver to Mortgagee tax receipts evidencing said payment on or before December 31st of each year. Mortgagor shall also deliver to Mortgagee receipts evidencing the payment of all other Impositions within thirty (30) days after same become due and payable or before same shall become delinquent, whichever is sooner.

5.5 **Insurance.**

5.5.1 Mortgagor shall obtain, maintain and keep in full force and effect during the term of this Mortgage, with all premiums paid thereon, and without notice or demand, the following insurance with respect to the Mortgaged Property:

(a) All-Risk (Special) Hazard Insurance ("All-Risk Hazard Insurance") reflecting coverage in such amounts as Mortgagee may reasonably require, but in no event less than 100% of the full replacement cost of the Mortgaged Property that includes: (A) a mortgage endorsement naming the Mortgagee as mortgagee, which endorsement shall provide that the mortgagee's coverage will not be invalidated by a foreclosure or the acquisition of the Mortgaged Property by a deed in lieu thereof, a change in ownership of the Mortgaged Property, a more hazardous use of the Mortgaged Property or a loss caused by the neglect of the owner of the Mortgaged Property, provided that the mortgagee pays any premium demanded should the owner of the Mortgaged Property fail to do so; the aforesaid mortgage endorsement (which creates a separate agreement between the insurance company and the mortgagee) shall also specifically cover and apply to that portion of the Mortgaged Property constituting Personal Property; (B) a replacement cost endorsement, (C) a stipulated value/agreed amount endorsement, (D) boiler explosion coverage, if applicable, (E) sprinkler leakage coverage, if applicable, (F) vandalism and malicious mischief coverage, and (G) flood insurance, if the Mortgaged Property is in a designated flood plain area. Such policy shall provide that any and all loss payments thereunder be payable to Mortgagee alone and not jointly with Mortgagor. In addition, consequential and resulting losses from an insured peril shall also be covered.

(b) General Comprehensive Public Liability Insurance ("Liability Insurance") against claims for bodily injury, death and property damage, occurring in, on, or about the Mortgaged Property, in such amounts as may be required by Mortgagee, but in no event less than \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) for bodily injury and property damage. Such policy shall include an additional insured endorsement naming the Mortgagee. The Mortgagor's general contractor (if applicable) shall also carry the aforesaid insurance coverage;

(c) Workers' Compensation Insurance ("Workers' Compensation") in the statutory amount, naming the Mortgagor as owner of the Mortgaged Property; and

(d) Insurance in such amounts and against such other casualties and contingencies as may from time to time reasonably be required by Mortgagee, including but not limited to business interruption insurance ("Other Insurance").

5.5.2 All policies of insurance required hereunder shall: (i) be written by carriers which are licensed or authorized to transact business in the State of Florida, and are rated "A" or higher, Class X or higher, according to the latest published Best's Key Rating Guide and which shall be otherwise acceptable to Mortgagee in all other respects, (ii) provide that the Mortgagee shall receive thirty (30) days' prior written notice from the insurer before a cancellation, modification, material change or non-renewal of the policy becomes effective, (iii) be written with a deductible of not more than \$5,000.00 and for such amounts as are sufficient to prevent the Mortgagor from becoming a co-insurer thereunder, and (iv) be otherwise satisfactory to Mortgagee.

5.5.3 Mortgagor shall not, without the prior written consent of Mortgagee, take out separate insurance concurrent in form or contributing with regard to any insurance coverage required by this Mortgage.

5.5.4 At all times during the term of this Mortgage, Mortgagor shall have delivered to Mortgagee the original (or a certified copy) of all policies of insurance required hereby, together with receipts or other evidence that the premiums therefor have been paid.

5.5.5 Not less than thirty (30) days prior to the expiration date of any insurance policy, Mortgagor shall deliver to Mortgagee the original (or certified copy), or the original certificate, as applicable, of each renewal policy, together with receipts or other evidence that the premiums therefor have been paid.

5.5.6 The delivery of any insurance policy and any renewals thereof, shall constitute an assignment thereof to Mortgagee, and Mortgagor hereby grants to Mortgagee a security interest in all such policies, in all proceeds thereof and in all unearned premiums therefor.

5.6 Tax and Insurance Escrow.

5.6.1 Supplementing the provisions of Section 5.5 hereof, and if required by Mortgagee after the occurrence of an Event of Default, Mortgagor shall pay to Mortgagee on the payment date of installments of principal and interest as provided in the Note, together with and in addition to such installments of principal and interest, an installment of the insurance premiums for such insurance as is required hereunder, next due on the Mortgaged Property in an amount sufficient, as estimated by Mortgagee, to accumulate the sum required to pay such insurance, as applicable, thirty (30) days prior to the due date thereof. Amounts held hereunder shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Mortgagee, and no interest shall be payable with respect thereto. Upon demand of Mortgagee, Mortgagor shall deliver to Mortgagee, within ten (10) days after such demand, such additional money as is necessary to make up any deficiencies in the amounts necessary to enable Mortgagee to pay such insurance premiums when due. In case of an Event of Default, Mortgagee may apply any amount under this Section remaining to Mortgagor's credit to the reduction of the Obligations, at such times and in such manner as Mortgagee shall determine.

5.6.2 Supplementing the provisions of Section 5.4 hereof, Mortgagor shall, concurrently with the payment of interest as provided in the Note, deposit in an escrow account established with Mortgagee, such amounts as may be necessary such that on November 1st of each year there shall be sufficient funds in said escrow account that Mortgagee may pay the Impositions for the Mortgaged Property and obtain the 4% discount available thereupon from the applicable governmental agency. Amounts held hereunder shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Mortgagee and no interest shall be payable with respect thereto unless required by applicable law. Mortgagor shall pay to Mortgagee upon demand such additional money as is necessary to make up any deficiencies in the amounts necessary to enable Mortgagee to pay such Impositions when due. Upon the occurrence of an Event of Default, Mortgagee may apply any amount hereunder remaining to Mortgagor's credit to the reduction of the Obligations, at such times and in such manner as Mortgagee shall determine.

5.7 Repair. Mortgagor shall keep the Mortgaged Property in good order and condition and make all necessary or appropriate repairs and replacements thereof and betterments

and improvements thereto, ordinary and extraordinary, foreseen and unforeseen, and use its best efforts to prevent any act that might impair the value or usefulness of the Mortgaged Property.

5.8 Restoration Following Casualty.

5.8.1 If all or any part of the Mortgaged Property shall be damaged or destroyed by a casualty covered by insurance under Section 5.5, Mortgagor shall immediately give written notice thereof to Mortgagee and the appropriate insurer, and Mortgagee is authorized and empowered (but not obligated or required) to make proof of loss and to settle, adjust or compromise any claims for loss, damage or destruction under any policies of insurance required under this Mortgage. All proceeds of insurance, as provided in Section 5.5, shall be paid to Mortgagee and shall be applied first to the payment of all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Mortgagee in obtaining such proceeds, and second, at the option of Mortgagee, either to the payment of the Obligations whether or not due, in such order as Mortgagee may elect, or to the restoration, repair, or replacement of the Mortgaged Property. Notwithstanding the foregoing, in the event the Mortgaged Property shall be damaged by a casualty covered by insurance under Section 5.5, and the costs for repair, restoration or replacement of the Mortgaged Property are estimated to be less than \$100,000.00, Mortgagee agrees to use the proceeds of insurance up to such amount less than \$100,000.00 to repair, restore or replace the Mortgaged Property. If Mortgagee elects to apply the insurance proceeds to the restoration, repair or replacement of the Mortgaged Property, such proceeds shall be disbursed to Mortgagor as work progresses pursuant to a construction and disbursing agreement in form and content satisfactory to Mortgagee in its sole discretion, and Mortgagor shall promptly and diligently, regardless of whether there shall be sufficient insurance proceeds therefor, restore, repair and rebuild the Mortgaged Property to the equivalent of its condition immediately prior to the casualty. During the period of restoration and repair, Mortgagor shall continue to duly and promptly pay, perform, observe and comply with all of the Obligations. The election by Mortgagee to apply the insurance proceeds to the restoration, repair or replacement of the Mortgaged Property shall not affect the lien of this Mortgage or affect or reduce the Obligations.

5.8.2 If all or any of the Mortgaged Property shall be damaged or destroyed by a casualty not covered by insurance under Section 5.5, or, if so covered, the insurer fails or refuses to pay the claim within ninety (90) days following the filing thereof, Mortgagor shall immediately give written notice thereof to Mortgagee, and Mortgagor shall promptly and diligently, at Mortgagor's sole cost and expense, restore, repair and rebuild the Mortgaged Property to the equivalent of its condition immediately prior to the casualty. During the period of restoration and repair, Mortgagor shall continue to duly and promptly pay, perform, observe and comply with all of the Obligations.

5.8.3 If any work required to be performed under Subsections (a) or (b) above, or both, shall involve an estimated expenditure of more than \$10,000.00, no such work shall be undertaken until plans and specifications therefor, prepared by an architect satisfactory to Mortgagee, have been submitted to and approved by Mortgagee.

5.9 Condemnation.

5.9.1 Mortgagor shall immediately notify Mortgagee upon obtaining any knowledge of the institution of any proceedings for the condemnation of the Mortgaged Property or any part thereof.

5.9.2 If all or any part of the Mortgaged Property shall be damaged or taken through condemnation (which term when used in this Mortgage shall include any damage or taking by any Governmental Authority and any transfer by private sale in lieu thereof, either temporarily or permanently), Mortgagee at its option may declare all of the unpaid Obligations to be immediately due and payable, and upon ten (10) days written notice from Mortgagee to Mortgagor all such Obligations shall immediately become due and payable as fully and to the same effect as if such date were the date originally specified for the final payment or maturity thereof. The Mortgagee shall be entitled to all compensation, awards and other payments resulting from such condemnation and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or in Mortgagor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by Mortgagor to Mortgagee and shall, be applied first to the payment of all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Mortgagee in connection with any action or proceeding under this Section, and second, at the option of Mortgagee, either to the payment of the Obligations whether or not due, in such order as Mortgagee may elect, or to the restoration, repair or alteration of the Mortgaged Property. If Mortgagee elects to apply the condemnation awards to the restoration, repair or alteration of the Mortgaged Property, such awards shall be disbursed to Mortgagor as work progresses pursuant to a construction and disbursing agreement in form and content satisfactory to Mortgagee in its sole discretion, and Mortgagor shall promptly and diligently, regardless of whether there shall be sufficient condemnation awards therefor, restore, repair and alter the Mortgaged Property in a manner satisfactory to Mortgagee. During the period of restoration, repair and alteration, the Mortgagor shall continue to duly and promptly pay, perform, observe and comply with all of the Obligations. The election by Mortgagee to apply the condemnation awards to the restoration, repair or alteration of the Mortgaged Property shall not affect the lien of this Mortgage or affect or reduce the Obligations. If any restoration, repair or alteration of the Mortgaged Property shall involve an estimated expenditure of more than \$10,000.00, same shall not be commenced until plans and specifications therefor, prepared by an architect satisfactory to Mortgagee, have been submitted to and approved by Mortgagee.

5.10 Inspection. Mortgagor shall permit Mortgagee and its agents to inspect the Mortgaged Property at any time during normal business hours and at all other reasonable times.

5.11 Contest of Tax Assessments, Etc. After prior written notice to Mortgagee, Mortgagor, at its own expense, may contest by appropriate legal proceedings, promptly initiated and conducted in good faith and with due diligence, the amount, validity or application, in whole or in part, of (a) any of the Governmental Requirements referred to in Section 5.3, or (b) any Imposition; provided that: (i) in the case of any unpaid Imposition, such proceedings shall suspend the collection thereof from Mortgagor and from the Mortgaged Property, (ii) the Mortgaged Property or any part thereof will not be in danger of being sold, forfeited, terminated, cancelled or lost, (iii) the use of the Mortgaged Property or any part thereof for its present or future intended purpose or

purposes will not be interrupted, lost or terminated, (iv) Mortgagor shall have set aside adequate reserves with respect thereto, and (v) Mortgagor shall have furnished such security as may be required in the proceedings or as may be reasonably requested by Mortgagee.

5.12 Expenses.

5.12.1 Mortgagor shall pay all costs and expenses in connection with the Loan and the preparation, execution, and delivery of the Loan Documents including, but not limited to, fees and disbursements of counsel appointed by Mortgagee, and all recording costs and expenses, documentary stamp tax and intangible tax on the entire amount of funds disbursed under the Loan, and other taxes, surveys, appraisals, premiums for policies of title and other insurance and all other fees, costs and expenses, if any, set forth in the Loan Documents or otherwise connected with the Loan transaction.

5.12.2 Mortgagor shall pay or reimburse Mortgagee for all costs, charges, expenses, and reasonable attorneys' fees paid or incurred by Mortgagee pursuant to this Mortgage including but not limited to those costs, charges, expenses and fees paid or incurred for the payment of the Impositions, insurance, completion of construction, repairs, or in any action, proceeding or dispute of any kind in which Mortgagee is a party because of any Obligation not being duly and promptly performed or being violated, including, but not limited to, the foreclosure or other enforcement of this Mortgage, any condemnation or eminent domain action involving the Mortgaged Property or any part thereof, any action to protect the security hereof, or any proceeding in probate, reorganization, bankruptcy, or forfeiture in rem. All such amounts paid or incurred by Mortgagee, together with interest thereon at the Default Rate from the date incurred by Mortgagee, shall be secured by this Mortgage and shall be due and payable by Mortgagor immediately, whether or not there be notice or demand therefor.

5.12.3 Any reference in this Mortgage to attorneys' or counsels' fees paid or incurred by Mortgagee shall be deemed to include paralegals' fees and legal assistants' fees. Moreover, wherever provision is made herein for payment of attorneys' or counsels' fees or expenses incurred by the Mortgagee, said provision shall include, but not be limited to, such fees or expenses incurred in any and all judicial, bankruptcy, reorganization, administrative, or other proceedings, including appellate proceedings, whether such fees or expenses arise before proceedings are commenced or after entry of a final judgment.

5.13 Preservation of Agreements. Mortgagor shall preserve and keep in full force and effect all agreements, approvals, permits and licenses necessary for the development, use and operation of the Mortgaged Property for its intended purpose or purposes.

5.14 Books and Records. The Mortgagor shall keep and maintain, at all times, full, true and accurate books of accounts and records, adequate to correctly reflect the results of the operation of the Mortgaged Property. The Mortgagee shall have the right to examine such books and records and to make such copies or extracts therefrom as the Mortgagee shall require.

5.15 Estoppel Affidavits. Mortgagor, within ten (10) days after written request from Mortgagee, shall furnish a written statement, duly acknowledged, setting forth the

unpaid principal balance of, and interest on, the Obligations secured by this Mortgage, and whether or not any off-sets or defenses exist thereto.

5.16 Indemnification.

5.16.1 Mortgagor shall at its own expense, and does hereby agree to, protect, indemnify, reimburse, defend and hold harmless Mortgagee and its directors, officers, agents, employees attorneys, successors and assigns from and against any and all liabilities (including strict liability), losses, suits, proceedings, settlements, judgments, orders, penalties, fines, liens, assessments, claims, demands, damages, injuries, obligations, costs, disbursements, expenses or fees, of any kind or nature (including attorneys' fees and expenses paid or incurred in connection therewith) arising out of or by reason of (a) an incorrect legal description of the Land; (i) any action, or inaction of Mortgagee in connection with the Note, this Mortgage, the other Loan Documents or the Mortgaged Property; (ii) the construction of any Improvements; (iii) the use and operation of the Mortgaged Property; (iv) any acts or omissions of Mortgagor or any other Person at, on or about the Mortgaged Property regarding the contamination of air, soil, surface waters or groundwaters over, on or under the Mortgaged Property; (v) the presence, whether past, present or future, of any Hazardous Substances on, in or under the Mortgaged Property; or (vi) any past, present or future events, conditions, circumstances, activities, practices, incidents, actions or plans involving the manufacture, processing, distribution, use, transport, handling, treatment, storage, disposal, cleanup, emission, discharge, seepage, spillage, leakage, release or threatened release of any Hazardous Substance on, in, under or from the Mortgaged Property, in connection with Mortgagor's operations on the Mortgaged Property, or otherwise; all of the foregoing regardless of whether within the control of Mortgagee.

5.16.2 The indemnifications of this Section shall survive the full payment and performance of the Obligations and the satisfaction of this Mortgage.

5.17 Mortgagor to Furnish Financial Statements. Mortgagor shall, until all the Obligations have been fully paid and performed, furnish Mortgagee with annual financial statements of Mortgagor, prepared in such detail as Mortgagee may reasonably require and certified by the appropriate officer of Mortgagor as being accurate. Mortgagor shall also furnish Mortgagee with annual financial statements and liquidity verifications of Guarantors, prepared in such detail as Mortgagee may reasonably require. Such financial statements of Mortgagor and Guarantors shall be dated no later than each anniversary of the date of the prior statement and received by Mortgagee no later than thirty (30) days after each anniversary date of the date of the prior statement. Mortgagor shall also furnish Mortgagee with copies of all income tax returns, including all K-1 schedules, or copies of extensions, of Mortgagor and Guarantors within thirty (30) days of the delivery of same to any Governmental Authority, but in no case later than September 15 each year for Mortgagor and in no case later than October 15 each year for each Guarantor. Mortgagor shall also furnish Mortgagee with annual statements reflecting all real property in which Guarantors have any interest, whether direct or indirect. Failure to furnish such statements shall be an Event of Default under Article VII of this Mortgage.

5.18 Mortgagor to Furnish Financial Statements of the Mortgaged Property. Mortgagor shall, until all the Obligations have been fully paid and performed, furnish Mortgagee with

an annual rent roll and statements of earnings for the Mortgaged Property for each fiscal year of Mortgagor in such detail as Mortgagee may reasonably require, showing gross income and detailed operating expenses of and a balance sheet for the operation of the Mortgaged Property. Mortgagor shall promptly notify Mortgagee of any changes in the names of tenants, the amounts of space occupied, or the termination of any Leases before the Lease expiration date as soon as Mortgagor becomes aware of any such changes. All such financial statements shall be certified by the appropriate manager, managing member or officer of Mortgagor as being true and correct. Each such statement shall, where applicable, be for and cover a whole fiscal year. Such statements shall, where applicable, be furnished not later than sixty (60) days after the end of Mortgagor's fiscal year. Failure to furnish such statements shall be an Event of Default under Article VII of this Mortgage.

5.19 Further Assurances. Mortgagor, at its sole expense, upon the request of Mortgagee, shall execute, acknowledge and deliver such further instruments and do such further acts as may, in the opinion of the Mortgagee, be necessary, desirable, or proper to carry out more effectively the purpose of this Mortgage and to subject to the lien hereof any property intended by the terms hereof to be covered hereby, including, without limitation, any proceeds, renewals, additions, substitutions, replacements, products, betterments, accessions and appurtenances thereto and thereof.

5.20 Junior Mortgage(s) and Rights of Mortgagee.

5.20.1 Mortgagor shall, with respect to any Junior Mortgage, (i) promptly observe and perform all of the covenants and conditions contained in the Junior Mortgage, (ii) duly and promptly make all payments required by the terms of the Junior Mortgage, (iii) promptly notify Mortgagee in writing upon receipt by Mortgagor of any notice that Mortgagor is in default under the Junior Mortgage or that an event has occurred which with due notice or the lapse of time, or both, would constitute a default under the Junior Mortgage, and to promptly cause a copy of each such notice given by the holder thereof to be delivered to Mortgagee, and (iv) from time to time upon demand of Mortgagee submit evidence to Mortgagee that Mortgagor has maintained and is maintaining the Junior Mortgage in good standing. Upon receipt by Mortgagee of any such aforesaid notice, Mortgagee may rely thereon even though the existence of such default or the nature thereof may be questioned or denied by Mortgagor or by any party on behalf of Mortgagor.

5.20.2 If Mortgagor fails to make any payment required under the Junior Mortgage as and when due, or fails to perform any condition, covenant, or term of the Junior Mortgage, then Mortgagee may on behalf of Mortgagor, but without obligation to do so, and without notice to and demand upon Mortgagor, and without releasing Mortgagor from any Obligation and without waiving any Event of Default hereunder, take any action Mortgagee deems necessary or desirable to prevent or cure any such default by Mortgagor, including, but without limitation, the right to pay any and all payments of principal and interest, insurance premiums, taxes and assessments and other sums due or to become due under the Junior Mortgage. Mortgagor hereby expressly grants to Mortgagee and agrees that Mortgagee and its agents shall have the absolute and immediate right to enter upon the Land and the Improvements or any part thereof to such extent and as often as Mortgagee in its sole discretion deems necessary or desirable in order to prevent or cure any such default by Mortgagor. All payments and all costs and expenses incurred by Mortgagee in connection with any such prevention or cure (including, without limitation, reasonable attorneys' fees and

expenses), together with interest thereon at the Default Rate from the date incurred by Mortgagee, shall be secured by this Mortgage and shall be due and payable by Mortgagor immediately, whether or not there be notice, demand, an attempt to collect same, or suit pending.

5.20.3 Nothing in this Section shall in any manner be construed as consent by Mortgagee to the further encumbering or mortgaging of the Mortgaged Property.

5.21 Financing Statements. Mortgagor shall execute and deliver to Mortgagee, in form and substance satisfactory to Mortgagee, such financing statements, continuation statements, and such further assurances as Mortgagee may from time to time consider reasonably necessary to create, perfect, preserve and maintain in full force and effect Mortgagee's lien upon the Fixtures, Leases, Rents and Personal Property; and, Mortgagee, at the expense of Mortgagor, may cause such statements and assurances to be recorded and rerecorded, filed and re-filed, in the name of Mortgagor, and Mortgagor hereby constitutes and irrevocably appoints Mortgagee its true and lawful attorney-in-fact, which appointment is coupled with an interest, with full power of substitution, and empowers said attorney or attorneys in the name of Mortgagor, but at the option of said attorney-in-fact, to execute and file any and all financing statements.

5.22 Withholding Taxes.

5.22.1 If under any applicable law or regulation or the interpretation thereof by any Governmental Authority charged with the administration thereof, Mortgagor shall be required to make any withholding or deduction from any payment of the Obligations (whether of principal, interest or otherwise) to be made by or on behalf of Mortgagor to Mortgagee for or in respect of any present or future taxes, levies, imposts, duties, charges, or fees of any nature (excepting only Mortgagee's income taxes of the United States of America, State of Florida and their political subdivisions), the amount due to Mortgagee from Mortgagor in respect of such payment shall be increased to the extent necessary to ensure that after making such withholding or deduction and any withholdings or deductions required to be made in respect to any such increase, Mortgagee shall receive an amount equal to the amount which Mortgagee would have received had no such withholding or deduction been required to be made. In the event of any such withholding or deduction, Mortgagor shall deliver to Mortgagee forthwith after receipt thereof the official receipt or other official documentation evidencing the payment of the amount so withheld or deducted.

5.22.2 If Mortgagor shall fail to make any withholding or deduction so required to be made, Mortgagee reserves the right to make payment thereof to the appropriate Governmental Authority. If Mortgagee makes such payment under any applicable law or regulation or if as a result of the interpretation thereof by any Governmental Authority charged with the administration thereof in respect of any such payment, whether of principal, interest or otherwise made or to be made by Mortgagor, Mortgagee shall be required to pay any tax, levy, impost, duty, charge or fee of any nature (excepting only Mortgagee's income taxes of the United States of America, State of Florida and their political subdivisions), Mortgagor shall and does hereby indemnify Mortgagee against and shall forthwith upon demand of Mortgagee pay to Mortgagee the amount of such payment, together with any interest, penalties, and expenses in connection therewith, and interest thereon at the Default Rate; and in the event any of the aforesaid amounts, interest, penalties or

expenses shall be subject to withholding or deduction, the amount thereof shall be increased to the extent necessary to ensure that after making such withholding or deduction and any withholdings or deductions in respect of any such increase, Mortgagee shall receive an amount equal to the amount which Mortgagee would have received had no such withholding or deduction been required to be made.

5.22.3 Any increased amount required to be paid by Mortgagor in accordance with the provisions of this Section shall have the same character as the amount in respect of which such increased amount is determined, but shall not (i) if characterized as principal, be applied in reduction of the principal amount outstanding under the Obligations or (ii) if characterized as interest, be applied in reduction of accrued, unpaid interest under the Obligations.

5.23 Hazardous Substances.

5.23.1 Mortgagor shall immediately notify Mortgagee orally and in writing if Mortgagor (a) becomes aware of the presence of any Hazardous Substance or other environmental problem or liability on, in, under, released from or associated with the Mortgaged Property, or (b) receives any complaint, order, citation, notice or other written or oral communication (collectively an "Environmental Complaint") regarding air emissions, water discharges or any other environmental, health or safety matter affecting the Mortgaged Property or any part thereof, or the presence of any Hazardous Substance on, in, under, released from or associated with the Mortgaged Property, or any past, present or future events, conditions, circumstances, activities, practices, incidents, actions or plans involving the manufacture, processing, distribution, use, transport, handling, treatment, storage, disposal, cleanup, emission, discharge, seepage, spillage, leakage, release or threatened release of any Hazardous Substance on, under or from the Mortgaged Property. Mortgagor shall forthwith transmit to Mortgagee copies of any Environmental Complaint.

5.23.2 Mortgagor shall, at its own cost and expense, take any action reasonably necessary or advisable for the cleanup of any Hazardous Substance on, in, under, released from or associated with the Mortgaged Property, including any removal, containment or remedial actions in accordance with all applicable Environmental Laws, and shall pay or cause to be paid all cleanup, administrative, enforcement and other costs, expenses or fines which may be asserted against Mortgagor, Mortgagee, the Mortgaged Property, or any other Person in connection therewith.

5.23.3 Mortgagee shall have the right but not the obligation, and without any limitation of Mortgagee's other rights under this Mortgage, to enter onto the Mortgaged Property or to take any action as it deems reasonably necessary or advisable to cleanup, remove, resolve or minimize the impact of, or otherwise deal with, any Hazardous Substance or any Environmental Complaint following receipt of any notice from any Person or Governmental Authority asserting the existence of any Hazardous Substance or an Environmental Complaint pertaining to the Mortgaged Property or any part thereof which, if true, could result in an order, suit or other action against Mortgagor or Mortgagee which, in the sole but commercially reasonable opinion of Mortgagee, could jeopardize Mortgagee's security under this Mortgage. All costs and reasonable expenses incurred by Mortgagee in the exercise of any such rights shall be secured by this Mortgage and shall be payable by Mortgagor upon demand.

5.23.4 In the event that Mortgagee has any reason to believe there is an violation of Environmental Law, Mortgagor shall, within thirty (30) days of Mortgagee's written request, cause to be prepared an environmental audit of the Mortgaged Property (but not more frequently than annually unless an Environmental Complaint is then outstanding) and, if required by Mortgagee, an environmental risk assessment of the Mortgaged Property including Hazardous Substances waste management practices and Hazardous Substances waste disposal sites thereon. All environmental audits and environmental risk assessments shall be at Mortgagor's expense, shall be performed and prepared by an environmental consultant satisfactory to Mortgagee, and shall otherwise be in form and substance satisfactory to Mortgagee. Should Mortgagor fail to provide such environmental audit or environmental risk assessment within said thirty (30) day period, Mortgagee shall have the right, but not the obligation, to retain an environmental consultant to perform and prepare same. All costs and expenses incurred by Mortgagee in the exercise of such rights shall be secured by this Mortgage and shall be payable by Mortgagor upon demand or charged to Mortgagor's loan balance at the discretion of Mortgagee.

5.24 Financial Reports, Etc. Mortgagor shall, at Mortgagor's sole cost and expense, provide Mortgagee with any financial statements, financial reports, appraisals or other documentation with respect to Mortgagor or the Mortgaged Property which may be required from time to time by any Governmental Authority having regulatory authority over Mortgagee. Such information shall be provided by Mortgagor within thirty (30) days after written request from Mortgagee.

5.25 Performance of Loan Documents. Mortgagor shall duly and punctually perform all covenants, terms and agreements expressed as binding upon it under all of the Loan Documents.

5.26 Performance of Other Agreements. Mortgagor shall duly and punctually perform all covenants, terms and agreements expressed as binding upon it under any Permitted Title Exception, or any other agreement of any nature whatsoever binding upon it with respect to the Mortgaged Property.

5.27 Accounts. Mortgagor shall open and maintain, or cause to be opened and maintained, the Operating Account with Mortgagee.

5.28 USA Patriot Act.

5.28.1 Mortgagor hereby represents and warrants to, and covenants with, Mortgagee that as of the date hereof and until such time as the Obligations shall be paid in full:

(i) None of the entities comprising Mortgagor or Guarantor or any of their respective direct or indirect constituents or affiliates, any of their respective officers or directors (including officers or directors of any such constituents or affiliates), and, to Mortgagor's knowledge, any of their respective brokers, investors or other agents acting or benefiting in any capacity in connection with the Loan, is a Prohibited Person (as defined below);

(ii) None of the entities comprising Mortgagor, Guarantor

or any of their respective direct or indirect constituents or affiliates, any of their respective officers or directors (including officers or directors of any such constituents or affiliates) (A) to Mortgagor's knowledge, has conducted or will conduct any business or has engaged or will engage in any transaction or dealing with any Prohibited Person, including making or receiving any contribution of funds, goods or services to or for the benefit of any Prohibited Person, (B) to Mortgagor's knowledge, has dealt or will deal in, or otherwise has engaged or will engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order (as defined below); or (C) has engaged or will engage in or has conspired or will conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the requirements or prohibitions set forth in the Executive Order or the PATRIOT Act (as defined below);

(iii) To Mortgagor's knowledge, none of the brokers, investors or other agents for any entity comprising Mortgagor, Guarantor or any indemnitor or principal under the Loan Documents acting in any capacity in connection with the Loan (A) has conducted or will conduct any business or has engaged or will engage in any transaction or dealing with any Prohibited Person, including making or receiving any contribution of funds, goods or services to or for the benefit of any Prohibited Person, (B) has dealt or will deal in, or otherwise has engaged or will engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order; or (C) has engaged or will engage in or has conspired or will conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the requirements or prohibitions set forth in the Executive Order or the PATRIOT Act;

(iv) Mortgagor covenants and agrees to deliver to Mortgagee any certification or other evidence requested from time to time by Mortgagee, confirming Mortgagor's compliance with this Section;

(v) Mortgagor represents and warrants that to its knowledge Mortgagor, Guarantor, and all of their respective affiliates (including any officers and directors of any of the foregoing) are in full compliance with all applicable orders, rules and regulations issued by, and recommendations of, the U.S. Department of the Treasury and OFAC (as defined below) pursuant to IEEPA (as defined below), the PATRIOT Act, other legal requirements relating to money laundering or terrorism and any executive orders related thereto;

(vi) At all times throughout the term of the Loan, Mortgagor, Guarantor, and all of their respective affiliates (including any officers and directors of any of the foregoing) shall be in full compliance with all applicable orders, rules and regulations issued by, and recommendations of, the U.S. Department of the Treasury and OFAC pursuant to IEEPA, the PATRIOT Act, other legal requirements relating to money laundering or terrorism and any executive orders related thereto;

(vii) Mortgagor covenants that it will adopt appropriate policies, procedures and internal controls to be fully compliant with any additional laws, rules or

regulations relating to money laundering and/or terrorism, including the PATRIOT Act, to which it may become subject;

(viii) Mortgagor does not believe, and has no reason to believe, that any of its investors is a "Prohibited Foreign Shell Bank" (as defined in the PATRIOT Act), or is named on any available lists of known or suspected terrorists, terrorist organizations or of other sanctioned persons issued by the United States government and/or the government(s) of any jurisdiction(s) in which Mortgagor is doing business;

(ix) Mortgagor does not believe, and has no reason to believe, that the person or entity from whom Mortgagor acquired the Mortgaged Property is a Prohibited Foreign Shell Bank, or is named on any available lists of known or suspected terrorists, terrorist organizations or of other sanctioned persons issued by the United States government and/or the government(s) of any jurisdiction(s) in which Mortgagor is doing business;

(x) Mortgagor will advise Mortgagee immediately of any material change that would affect the representations, covenants and warranties provided in this Section.

5.28.2 For purposes hereof, "IEEPA" means the International Emergency Economic Power Act, 50 U.S.C. §1701 et. seq. "OFAC" means the U.S. Department of Treasury's Office of Foreign Asset Control. "PATRIOT Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56) (The USA PATRIOT Act). "Prohibited Person" means any Person: (a) listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "Executive Order"); (b) that is owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of the Executive Order; (c) with whom Mortgagee is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering legal requirements, including the PATRIOT Act and the Executive Order; (d) that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; (e) that is named as a "specifically designated national (SDN)" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/t11sdn.pdf> or at any replacement website or other replacement official publication of such list or is named on any other U.S. or foreign government or regulatory list issued post-09/11/01; (f) that is covered by IEEPA, OFAC or any other law, regulation or executive order relating to the imposition of economic sanctions against any country, region or individual pursuant to United States law or United Nations resolution; or (g) that is an affiliate (including any principal, officer, immediate family member or close associate) of a person or entity described in one or more of clauses (a) – (f) of this definition of Prohibited Person.

5.29 Ownership of Mortgagor. Mortgagor shall require and cause any Person who acquires twenty percent (20%) or more of the shareholder interests, as applicable, in Mortgagor, to execute and deliver to Mortgagee a guaranty in form and substance acceptable to

Mortgagee; provided, however, that this requirement shall not be construed as a waiver of the prohibitions set forth in Section 6.5 hereof.

5.30 Performance of Lease Obligations. Mortgagor shall duly and punctually perform all covenants, terms and agreements expressed as binding upon it under the Leases.

ARTICLE VI

NEGATIVE COVENANTS

6.1 Use Violations, Etc. Mortgagor shall not use the Mortgaged Property or allow the same to be used or occupied for any unlawful purpose or in violation of any Governmental Requirement or restrictive covenant covering, affecting or applying to the ownership, use or occupancy thereof, commit or permit or suffer any act to be done or any condition to exist on the Mortgaged Property or any article to be brought thereon that may be dangerous, or that may in any way increase any ordinary fire or other hazard, unless safeguarded as required by law, or that may, in law, constitute a nuisance, public or private.

6.2 Care of the Mortgaged Property.

6.2.1 Mortgagor shall not commit or permit any waste, impairment, or deterioration of the Mortgaged Property, or perform any clearing, grading, filling or excavation of the Mortgaged Property, or make or permit to be made to the Mortgaged Property any alterations or additions that would have the effect of materially diminishing the value thereof (in Mortgagee's sole opinion) or take or permit any action that will in any way increase any ordinary fire or other hazard arising out of the construction or operation thereof.

6.2.2 Mortgagor shall not, without the prior written consent of Mortgagee, remove, demolish or substantially alter, or permit the removal, demolition or substantial alteration of, any Improvements on the Land. In the event such consent is given and if any work to be performed shall involve an estimated expenditure of more than \$50,000.00, no such work shall be undertaken until plans and specifications therefor, prepared by an architect satisfactory to Mortgagee, shall have been submitted to and approved by Mortgagee.

6.2.3 Mortgagor shall not permit any of the Fixtures or Personal Property to be demolished or to be removed from the Land, without the prior written consent of Mortgagee. In the event such consent is given, the Mortgagee may require that said Fixture or Personal Property be replaced by an article of equal suitability and value, owned by Mortgagor free and clear of any vendor's lien, chattel mortgage, or security interest of any kind, except such as may be approved in writing by Mortgagee, and that such replacement article be encumbered by the lien of this Mortgage. Notwithstanding the foregoing, the Mortgagor may remove or demolish any Fixture or Personal Property without first obtaining the Mortgagee's prior written consent provided (a) the value of such article does not exceed in value at the time of disposition thereof \$10,000.00 for any single item, or a

total of \$25,000.00 in any one year for all such items and (vi) that said article is replaced and subject to the lien of this Mortgage as aforesaid.

6.3 Other Liens and Mortgages.

6.3.1 Mortgagor shall not, without the prior written consent of Mortgagee, create or permit to be created or to remain, any mortgage, pledge, construction lien or other lien, conditional sale or other title retention agreement, encumbrance, claim, or charge on (whether prior or subordinate to the lien of this Mortgage or the other Loan Documents) the Mortgaged Property or income therefrom, other than this Mortgage, the other Loan Documents and the Permitted Title Exceptions. Any transaction prohibited under this Section shall be null and void.

6.3.2 Mortgagor shall not, without the prior written consent of Mortgagee, (a) enter into any agreement either oral or in writing, whereby any permitted Junior Mortgage is modified or amended in any manner whatsoever, (b) permit the release of any guarantor or modification of any guaranty affecting any permitted Junior Mortgage, or (c) incur any additional indebtedness secured thereby.

6.3.3 Mortgagor shall not directly or indirectly, take, acquire, or permit to be taken or acquired by any other party, any interest whatsoever in any permitted Junior Mortgage without the prior written consent of Mortgagee.

6.4 Transfer of Mortgaged Property. Mortgagor shall not sell, convey, or transfer or permit to be sold, conveyed or transferred any interest in the Mortgaged Property or any part thereof. A contract to deed or agreement for deed, or an assignment, pledge, or encumbrance of a beneficial interest in any land trust, or a lease for all or substantially all of the Land or Improvements shall constitute a transfer prohibited by the provisions of this Section and shall be null and void.

6.5 Change in Ownership of Mortgagor. Mortgagor shall not, without the prior written consent of Mortgagee, (i) transfer, convey, encumber, hypothecate, assign, mortgage or pledge any shareholder interests in the Mortgagor, or (ii) issue any additional shares in the Mortgagor, or (iii) permit any event which would result in a change in the control of the Mortgagor. Notwithstanding the foregoing, Mortgagor may make transfers pursuant to 6.5 (i) and (ii) for estate planning or tax planning purposes so long as these transfers do not result in a change in control of Mortgagor.

6.6 Loans to Shareholders. From and after the occurrence of an Event of Default, Mortgagor shall not make loans directly or indirectly to any Guarantor, member, affiliate, or any related party of Mortgagor.

6.7 Mortgagor's By-laws. Mortgagor shall not, without the prior written consent of Mortgagee, materially amend or modify its By-Laws.

6.8 Intentionally Deleted.

6.9 Environmental Contamination/Hazardous Substances. Mortgagor and the Mortgaged Property shall at all times remain in full compliance with all Environmental Laws. Mortgagor shall not, nor permit any other person to manufacture, process, distribute, use, transport, handle, treat, store, dispose, emit, discharge, leak, spill or release any Hazardous Substance on, in, under or from the Mortgaged Property.

ARTICLE VII

EVENTS OF DEFAULT

7.1 Events of Default. An "Event of Default", as used in this Mortgage, shall occur at any time or from time to time:

7.1.1 Failure to Pay. If any Obligation or any installment thereof is not paid as and when due and payable;

7.1.2 Failure to Perform. If any Obligation other than an Obligation requiring the payment of money or the occurrence of an event described in Subsections 7.1.1 or 7.1.3 through 7.1.15, inclusive, below is not duly and promptly performed or is violated and such non-performance or violation is not curable, or if curable continues for a period of fifteen (15) days after written notice thereof from Mortgagee to Mortgagor; provided, however, if such non-performance or violation may not reasonably be cured within such fifteen (15) day period, an Event of Default shall not be deemed to have occurred so long as same shall be diligently and continuously endeavored to be cured. Notwithstanding the foregoing, it shall be an Event of Default if such non-performance or violation has not been cured within sixty (60) days after notice thereof;

7.1.3 False Representation. If any representation or warranty made in any Loan Document by or on behalf of Mortgagor or any Guarantor is at any time false, misleading, or breached;

7.1.4 Judgment. If a final judgment for the payment of money is rendered against Mortgagor or any Guarantor, and the same remains unsatisfied except for such period of time as execution on the judgment is effectively stayed or bonded;

7.1.5 Voluntary Bankruptcy, Etc. If Mortgagor or any Guarantor (a) is voluntarily adjudicated a bankrupt or insolvent, (b) seeks or consents to the appointment of a receiver or trustee for itself or for all or any part of its property, (c) files a petition seeking relief, including reorganization, arrangement or similar relief, under the present Bankruptcy Code or other similar present or future applicable laws of the United States or any state or any other competent jurisdiction, (d) makes a general assignment for the benefit of creditors or (e) admits in writing its inability to pay its debts as they mature;

7.1.6 Involuntary Bankruptcy, Etc. If a receiver or trustee is appointed for Mortgagor or any Guarantor or for all or any part of their respective properties without their respective consents and such appointment is not vacated within sixty (60) days of receipt of notice thereof, or if a petition is filed against Mortgagor or any Guarantor seeking relief, including

reorganization, arrangement or similar relief, under the present Bankruptcy Code or other similar present or future applicable laws of the United States or any state or other competent jurisdiction, and such petition is not dismissed within sixty (60) days after receipt of notice of the filing thereof;

7.1.7 Dissolution. If Mortgagor or any Guarantor voluntarily or involuntarily dissolves or liquidates;

7.1.8 Financial Condition. If a material adverse change has occurred, at any time or times subsequent to the date hereof, in the financial condition, results of operations, operations, business, properties, or prospects of Mortgagor, its subsidiaries, parent or affiliates, or any Guarantor, or any endorser, co-maker, surety or guarantor of the Obligations, such as, by way of illustration and not limitation, a downturn in financial performance, the loss of key customers, the loss of critical licenses, management exodus, or a labor strike;

7.1.9 Death or Incompetency. If any Guarantor dies or is declared incompetent;

7.1.10 Default Under Note: If any default occurs under the Note (subject to the same grace, cure and notice periods provided in Section 7.1.2 above);

7.1.11 Default Under Loan Documents. If any default occurs under any of the other Loan Documents or if any obligation of Mortgagor, as applicable, under any of the other Loan Documents is not fully performed (subject to the same grace, cure and notice periods provided in Section 7.1.2 above);

7.1.12 Foreclosure of Other Liens. If the holder of any mortgage or other lien on the Mortgaged Property, whether a Permitted Title Exception or not (without hereby implying Mortgagee's consent to any such mortgage or other lien) institutes foreclosure or other proceedings for the enforcement of any of its remedies thereunder and such proceeding is not dismissed within sixty (60) days after receipt of notice of filing thereof;

7.1.13 Notice Limiting Future Advances. If Mortgagor, pursuant to Florida Statutes 697.04(1)(b) as amended from time to time, files for record a notice limiting the maximum amount which may be secured by this Mortgage;

7.1.14 Default Under Junior Mortgage. If any default or any event of default occurs under any permitted Junior Mortgage, whether or not foreclosure or other proceedings have been instituted thereunder; or

7.1.15 Suspicious Activity. If any unusual, irregular or potentially suspicious activity is detected with respect to Mortgagor, any Guarantor, or their loan, deposit or other accounts or relationships with Mortgagee or the name or any derivation thereof of Mortgagor and is not explained to the reasonable satisfaction of Mortgagee within fifteen (15) days after Mortgagor's receipt of notice thereof from Mortgagee, or any Guarantor appears on a list of suspects issued to financial institutions by the Office of Foreign Assets Control, the Financial Crimes Enforcement Network, the Federal Reserve Board or any other Governmental Authority.

7.1.16 Termination of Guaranty. If any Guarantor delivers to Mortgagee any notice purporting to limit or terminate any Guaranty.

ARTICLE VIII

RIGHTS AND REMEDIES

8.1 Remedies. If an Event of Default shall have occurred, Mortgagee may, at its option, exercise any, some or all of the following remedies, concurrently or consecutively:

8.1.1 Acceleration. Mortgagee may declare all of the unpaid Obligations, together with all accrued interest thereon, to be due and payable without notice or demand which are hereby expressly waived, and upon such declaration all such Obligations shall immediately become due and payable as fully and to the same effect as if the date of such declaration were the date originally specified for the full payment or maturity thereof.

8.1.2 Mortgagee's Right to Enter and Take Possession, Operate and Apply Income.

(a) Mortgagee may demand that Mortgagor surrender the actual possession of the Mortgaged Property and upon such demand, Mortgagor shall forthwith surrender same to Mortgagee and, to the extent permitted by law, Mortgagee itself, or by such officers or agents as it may appoint, may enter and take possession of all of the Mortgaged Property and may exclude Mortgagor and its agents and employees wholly therefrom.

(b) If Mortgagor shall for any reason fail to surrender or deliver the Mortgaged Property or any part thereof after Mortgagee's demand, Mortgagee may obtain a judgment or order conferring on Mortgagee the right to immediate possession or requiring the Mortgagor to deliver immediate possession to Mortgagee, to the entry of which judgment or decree the Mortgagor hereby specifically consents.

(c) Mortgagee may from time to time: (vii) continue and complete construction of, hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof; (viii) make all reasonably necessary maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional Fixtures and Personal Property; (ix) insure or keep the Mortgaged Property insured; (x) exercise all the rights and powers of the Mortgagor in its name or otherwise with respect to the same; and (xi) enter into agreements with others (including, without limitation, new Leases or amendments, extensions, or cancellations to existing Leases) all as Mortgagee from time to time may determine in its sole discretion. Mortgagor hereby constitutes and irrevocably appoints Mortgagee its true and lawful attorney-in-fact, which appointment is coupled with an interest, with full power of substitution, and empowers said attorney or attorneys in the name of Mortgagor, but at the option of said attorney-in-fact, to do any and all acts and execute any and all agreements that Mortgagee may deem necessary or proper to implement and perform any and all of the foregoing.

(d) The Mortgagee may, with or without taking possession of the Mortgaged Property as hereinabove provided, collect and receive all the Rents therefrom, including those past due as well as those accruing thereafter, and shall apply the monies so received first, to the payment of all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Mortgagee and its agents in connection with the collection of same, whether or not in possession of the Mortgaged Property, and second, in such order as Mortgagee may elect, to the payment of the Obligations.

8.1.3 Proceedings To Recover Sums Due.

(a) If any installment or part of any Obligation shall fail to be paid when due, Mortgagee shall be entitled to sue for and to recover judgment against the Mortgagor for the amount so due and unpaid together with all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Mortgagee in connection with such proceeding, together with interest thereon at the Default Rate from the date incurred by Mortgagee. All such costs and expenses shall be secured by this Mortgage and shall be due and payable by Mortgagor immediately.

(b) If Mortgagor shall fail to pay upon the Mortgagee's demand, after acceleration as provided in Subsection 8.1.1, all of the unpaid Obligations, together with all accrued interest thereon, Mortgagee shall be entitled to sue for and to recover judgment against the Mortgagor for the entire amount so due and unpaid together with all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Mortgagee in connection with such proceeding, together with interest thereon at the Default Rate from the date incurred by Mortgagee. All such costs and expenses shall be secured by this Mortgage and shall be payable by Mortgagor immediately. Mortgagee's right under this Subsection may be exercised by Mortgagee either before, after or during the pendency of any proceedings for the enforcement of this Mortgage, including appellate proceedings.

(c) No recovery of any judgment as provided in Subsections (a) and (b) above and no attachment or levy of any execution upon any of the Mortgaged Property or any other property shall in any way affect the lien of this Mortgage upon the Mortgaged Property or any part thereof, or any lien, rights, powers, or remedies of Mortgagee hereunder, but such lien, rights, powers and remedies shall continue unimpaired as before.

(d) In accordance with Section 55.03(1), Florida Statutes (2015), Mortgagor hereby expressly further agrees that the Default Rate shall be applicable to interest accruing on any judgment entered with respect to the indebtedness evidenced or secured hereby or by any of the other Loan Documents.

8.1.4 Foreclosure.

(a) Mortgagee may institute proceedings for the partial or complete foreclosure of this Mortgage and Mortgagee may, pursuant to any final judgment of foreclosure, sell the Mortgaged Property as an entirety or in separate lots, units, or parcels.

(b) In case of a foreclosure sale of all or any part of the Mortgaged Property, the proceeds of sale shall be applied in accordance with Section 8.8 hereof, and the Mortgagee shall be entitled to seek a deficiency judgment against the Mortgagor to enforce payment of any and all Obligations then remaining due and unpaid, together with interest thereon, and to recover a judgment against the Mortgagor therefor. In accordance with Section 55.03(1), Florida Statutes (2015), Mortgagor hereby expressly further agrees that the Default Rate shall be applicable to interest accruing on any judgment entered with respect to the indebtedness evidenced or secured hereby or by any of the other Loan Documents.

(c) The Mortgagee is authorized to foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, or Mortgagee may elect which tenants Mortgagee desires to name as parties defendant in such foreclosure and failure to make any such tenants parties defendant to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted by the Mortgagor to be, a defense to any proceedings instituted by the Mortgagee to collect the unpaid Obligations or to collect any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

8.1.5 Receiver. Mortgagee may apply to any court of competent jurisdiction to have a receiver appointed to enter upon and take possession of the Mortgaged Property, collect the Rents therefrom and apply the same as the court may direct, such receiver to have all of the rights and powers permitted under the laws of the State of Florida. The right of the appointment of such receiver shall be a matter of strict right without regard to the value or the occupancy of the Mortgaged Property or the solvency or insolvency of Mortgagor. The expenses, including receiver's fees, attorneys' fees, costs and agent's commission incurred pursuant to the powers herein contained, together with interest thereon at the Default Rate, shall be secured hereby and shall be due and payable by Mortgagor immediately without notice or demand. Notwithstanding the appointment of any receiver or other custodian, Mortgagee shall be entitled as pledgee to the possession and control of any cash or deposits at the time held by, payable, or deliverable under the terms of this Mortgage to the Mortgagee, and the Mortgagee shall have the right to offset the unpaid Obligations against any such cash or deposits in such order as Mortgagee may elect.

8.1.6 Remedies as to Personal Property. Mortgagee may exercise any or all of its rights and remedies under the Uniform Commercial Code-Secured Transactions as adopted by the State of Florida or other applicable law as well as all other rights and remedies possessed by Mortgagee, all of which shall be cumulative. Mortgagee is hereby authorized and empowered to enter the Mortgaged Property or other place where the Personal Property may be located without legal process, and to take possession of the Personal Property without notice or demand, which hereby are waived to the maximum extent permitted by the laws of the State of Florida. Upon demand by Mortgagee, Mortgagor shall make the Personal Property available to Mortgagee at a place reasonably convenient to Mortgagee. Mortgagee may sell at one or more public or private sales and for such price as Mortgagee may deem commercially reasonable, any and all of the Personal Property secured by this Mortgage, and any other security or property held by Mortgagee and Mortgagee may be the purchaser of any or all of the Personal Property.

8.1.7 Other. Mortgagee may institute and maintain any suits and proceedings as the Mortgagee may deem advisable (a) to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or in violation of this Mortgage, (b) to preserve or protect its interest in the Mortgaged Property, and (c) to restrain the enforcement of or compliance with any Governmental Requirement that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such Governmental Requirement might impair the security hereunder or be prejudicial to the Mortgagee's interest.

8.2 Remedies Cumulative and Concurrent. No right, power or remedy of Mortgagee as provided in the Note, this Mortgage, the Guaranty or the other Loan Documents is intended to be exclusive of any other right, power, or remedy of Mortgagee, but each and every such right, power and remedy shall be cumulative and concurrent and in addition to any other right, power or remedy available to Mortgagee now or hereafter existing at law or in equity and may be pursued separately, successively or together against Mortgagor, any Guarantor, or any endorser, co-maker, surety or guarantor of the Obligations, or the Mortgaged Property or any part thereof, or any one or more of them, at the sole discretion of Mortgagee. The failure of Mortgagee to exercise any such right, power or remedy shall in no event be construed as a waiver or release thereof.

8.3 Waiver, Delay or Omission. No waiver of any Event of Default hereunder shall extend to or affect any subsequent or any other Event of Default then existing, or impair any rights, powers or remedies consequent thereon, and no delay or omission of Mortgagee to exercise any right, power or remedy shall be construed to waive any such Event of Default or to constitute acquiescence therein.

8.4 Credit of Mortgagee. To the maximum extent permitted by the laws of the State of Florida, upon any sale made under or by virtue of this Article, Mortgagee may bid for and acquire the Mortgaged Property, or any part thereof, and in lieu of paying cash therefor may apply to the purchase price, any portion of or all of the unpaid Obligations in such order as Mortgagee may elect.

8.5 Sale. Any sale or sales made under or by virtue of this Article shall operate to divest all the estate, right, title, interest, claim and demand whatsoever at law or in equity, of the Mortgagor and all Persons, except tenants pursuant to Leases approved by Mortgagee, claiming by, through or under Mortgagor in and to the properties and rights so sold, whether sold to Mortgagee or to others.

8.6 Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition, seizure of the Mortgaged Property by any Governmental Authority, or other judicial proceedings affecting the Mortgagor, any Guarantor, any endorser, co-maker, surety, or guarantor of the Obligations, or any of their respective properties, the Mortgagee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have its claim allowed in such proceedings for the entire unpaid Obligations at the date of the institution of such proceedings, and for any additional amounts which may become due and payable after such date.

8.7 Waiver of Redemption, Notice, Marshalling, Etc. Mortgagor hereby waives and releases, for itself and anyone claiming through, by, or under it, to the maximum extent permitted by the laws of the State of Florida:

(a) all benefit that might accrue to Mortgagor by virtue of any present or future law exempting the Mortgaged Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any appraisalment, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment,

(b) unless specifically required herein, all notices of default, or Mortgagee's actual exercise of any option or remedy under the Loan Documents, or otherwise, and

(c) any right to have the Mortgaged Property marshalled.

8.8 Application of Proceeds. The proceeds of any sale of all or any portion of the Mortgaged Property shall be applied by Mortgagee first, to the payment of receiver's fees and expenses, if any, and to the payment of all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Mortgagee, together with interest thereon at the Default Rate from the date so incurred, in connection with any entry, action or proceeding under this Article and, second, in such order as Mortgagee may elect, to the payment of the Obligations. Mortgagor shall be and remain liable to Mortgagee for any difference between the net proceeds of sale and the amount of the Obligations until all of the Obligations have been paid in full.

8.9 Discontinuance of Proceedings. If Mortgagee shall have proceeded to enforce any right under any Loan Document and such proceedings shall have been discontinued or abandoned for any reason, then except as may be provided in any written agreement between Mortgagor and Mortgagee providing for the discontinuance or abandonment of such proceedings, Mortgagor and Mortgagee shall be restored to their former positions and the rights, remedies and powers of Mortgagee shall continue as if no such proceedings had been instituted.

8.10 Mortgagee's Actions. Mortgagee may, at any time without notice to any Person and without consideration, do or refrain from doing any or all of the following actions, and neither the Mortgagor, any Guarantor, any endorser, co-maker, surety or guarantor of the Obligations, nor any other Person (hereinafter in this Section collectively referred to as the "Obligor") now or hereafter liable for the payment and performance of the Obligations shall be relieved from the payment and performance thereof, unless specifically released in writing by Mortgagee: (a) renew, extend or modify the terms of the Note, this Mortgage, the Guaranty and the other Loan Documents, or any of them; (b) forbear or extend the time for the payment or performance of any or all of the Obligations; (c) apply payments by any Obligor to the reduction of the unpaid Obligations in such manner, in such amounts, and at such times and in such order and priority as Mortgagee may see fit; (d) release any Obligor; (e) substitute or release in whole or in part the Mortgaged Property or any other collateral or any portion thereof now or hereafter held as security for the Obligations without affecting, disturbing or impairing in any manner whatsoever the validity and priority of the lien of this Mortgage upon the Mortgaged Property which is not released or substituted, or the validity and priority of any security interest of the Mortgagee in such other collateral which is not released or

substituted; (f) subordinate the lien of this Mortgage or the lien of any other security interest in any other collateral now or hereafter held as security for the Obligations; (g) join in the execution of a plat or re-plat of the Land; (h) join in and consent to the filing of a declaration of condominium or declaration of restrictive covenants regarding all or any part of the Land; (i) consent to the granting of any easement on the Land; and (j) generally deal with any Obligor or any other party as Mortgagee may see fit.

ARTICLE IX

MORTGAGEE'S PERFORMANCE

9.1 **Governmental Regulation of Mortgagee.** Mortgagee is subject to various Governmental Authorities and the laws, rules and regulations enacted, adopted and promulgated by them. To the extent that Mortgagee's authority to perform its obligations (if any) under this Mortgage, now or hereafter, may be limited or regulated by such Governmental Authorities, Mortgagee is hereby excused from such performance.

9.2 **Mortgagee's Failure to Perform.** If Mortgagee fails to perform its obligations (if any) under this Mortgage (except to the extent excused therefrom as provided in Section 9.1 above), Mortgagor shall notify Mortgagee in writing (the "Notice") within thirty (30) days after Mortgagor's obtaining knowledge of such failure. Each such Notice shall describe in detail the act or event constituting the non-performance by Mortgagee. Mortgagee shall have thirty (30) days after its receipt of the Notice to cure any such failure to perform, unless such cure cannot be accomplished using reasonable efforts within said thirty (30) day period, in which case Mortgagee shall have such additional time as may be necessary, using reasonable efforts, to cure such non-performance (the "Mortgagee Cure Period").

9.3 **Mortgagor's Rights and Remedies.** The giving of the Notice and the expiration of the Mortgagee Cure Period shall be conditions precedent to any right of the Mortgagor to bring an action against Mortgagee. Mortgagor hereby expressly agrees that its sole remedy against Mortgagee in any such action shall be that of specific performance.

ARTICLE X

MISCELLANEOUS

10.1 **Maximum Rate of Interest.** Nothing contained herein, in the Note or in any other Loan Document or in any instrument or transaction related thereto, shall be construed or so operate as to require the Mortgagor or any person liable for the payment of the Loan made pursuant to the Note, or liable for the payment of any Obligations, to pay interest, or any charge in the nature of interest, in an amount or at a rate which exceeds the maximum rate of interest allowed by applicable law, as amended from time to time. Should any interest or other charges in the nature of interest received by Mortgagee or paid by the Mortgagor or any parties liable for the payment of the Loan made pursuant to the Note, or liable for the payment of any Obligations, exceed the maximum rate of interest allowed by applicable law, as amended from time to time, then such excess sum shall

be credited against the principal balance of the Note or the balance of the other Obligations, as applicable, unless the Mortgagor or such other parties liable for such payments, as applicable, shall notify the Mortgagee, in writing, that the Mortgagor or such other party elects to have such excess sum returned to it forthwith, it being the intent of the parties hereto that under no circumstances shall the Mortgagor or any parties liable for any of the aforesaid payments be required to pay interest in excess of the maximum rate of interest allowed by applicable law, as amended from time to time. The Mortgagee may, in determining the maximum rate of interest allowed under applicable law, as amended from time to time, take advantage of any state or federal law, rule or regulation in effect from time to time which may govern the maximum rate of interest which may be reserved, charged or taken.

10.2 Continuing Agreement. This Mortgage and all of the Mortgagor's representations, warranties and covenants herein, Mortgagee's security interest in the Mortgaged Property and all of the rights, powers and remedies of Mortgagee hereunder shall continue in full force and effect until all of the Obligations have been paid and performed in full; until Mortgagee has no further obligation to make any advances under the Loan; and until Mortgagee, upon the request of the Mortgagor, has executed a satisfaction of mortgage. Furthermore, if for any reason no Obligations are owing, notwithstanding such occurrence, this Mortgage shall remain valid and in full force and effect as to subsequent Obligations, so long as Mortgagee has not executed a satisfaction of mortgage; provided, however, that the indemnifications set forth in Article V of this Mortgage shall survive the satisfaction of this Mortgage.

10.3 Survival of Warranties and Covenants. The warranties, representations, covenants and agreements set forth in this Mortgage shall survive the making of the Loan and the execution and delivery of the Note, and shall continue in full force and effect until all of the Obligations shall have been paid and performed in full.

10.4 No Representation By Mortgagee. By accepting or approving anything required to be observed, performed or fulfilled, or to be given to Mortgagee, pursuant to this Mortgage or the other Loan Documents, including, but not limited to, any officer's certificate, balance sheet, statement, survey or appraisal, Mortgagee shall not be deemed to have warranted or represented the sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not be or constitute any warranty or representation with respect thereto by Mortgagee.

10.5 Notice. All notices, requests, consents, demands and other communications required or which any party desires to give under this Mortgage or any other Loan Document shall be in writing and, unless otherwise specifically provided in such other Loan Document, shall be deemed sufficiently given or furnished if delivered by personal delivery, by courier, by registered or certified United States mail, postage prepaid, or by facsimile (with a confirmatory duplicate copy sent by first class United States mail), addressed to the party to whom directed at the addresses set forth above in the introductory paragraph of this Mortgage (unless changed by similar notice in writing given by the particular party whose address is to be changed). Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of courier or mail, as of the date of first attempted delivery at the address and

in the manner provided herein, or, in the case of facsimile, upon receipt; provided, however, that service of a notice required by any applicable statute shall be considered complete when the requirements of that statute are met. Notwithstanding the foregoing, no notice of change of address shall be effective except upon actual receipt. This Section shall not be construed in any way to affect or impair any waiver of notice or demand provided in any Loan Document or to require giving of notice or demand to or upon any person in any situation or for any reason.

10.6 Mortgagee's Right to Pay and Perform. If Mortgagor shall fail to duly pay or perform any of the Obligations required by this Mortgage, then at any time thereafter without notice to or demand upon Mortgagor, and without waiving or releasing any right, remedy, or power of Mortgagee, and without releasing any of the Obligations or any Event of Default, Mortgagee may pay or perform such Obligation for the account of and at the expense of Mortgagor, and shall have the right to enter and to authorize others to enter upon the Mortgaged Property for such purpose and to take all such action thereon and with respect to the Mortgaged Property as may be necessary or appropriate for such purpose. All payments made and all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Mortgagee, together with interest thereon at the Default Rate from the date incurred by Mortgagee shall be secured by this Mortgage and shall be due and payable by Mortgagor immediately, whether or not there be notice, demand, an attempt to collect same, or suit pending.

10.7 Covenants Running With the Land. All covenants contained in this Mortgage shall be binding on the Mortgagor and shall run with the Land.

10.8 Successors and Assigns. All of the terms of this Mortgage shall apply to and be binding upon, and inure to the benefit of, the heirs, devisees, personal representatives, successors and assigns of Mortgagor and Mortgagee, respectively, and all persons claiming under or through them.

10.9 Invalidity.

10.9.1 If any one or more of the provisions contained in this Mortgage is declared or found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision or portion thereof shall be deemed stricken and severed and the remaining provisions hereof shall continue in full force and effect.

10.9.2 If any one or more of the Obligations is declared or found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining Obligations shall continue in full force and effect.

10.10 Modification. No agreement unless in writing and signed by an authorized officer of Mortgagee and no course of dealing between the parties hereto shall be effective to change, waive, terminate, modify, discharge, or release in whole or in part any provision of this Mortgage. No waiver of any rights or powers of Mortgagee or consent by it shall be valid unless in writing signed by an authorized officer of Mortgagee and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

10.11 Applicable Law. This Mortgage shall be construed, interpreted, enforced and governed by and in accordance with the laws of the State of Florida (excluding the principles thereof governing conflicts of law), and federal law, in the event federal law permits a higher rate of interest than Florida law.

10.12 Strict Performance. It is specifically agreed that time is of the essence as to all matters provided for in this Mortgage and that no waiver of any Obligation hereunder or secured hereby shall at any time thereafter be held to be a waiver of the Obligations.

10.13 Joint and Several Liability. If more than one Person executes this Mortgage, each is and shall be jointly and severally liable hereunder; and if Mortgagor is a general partnership, then all partners in Mortgagor (and if Mortgagor is a limited partnership, then all general partners in Mortgagor) shall be jointly and severally liable hereunder, notwithstanding any contrary provision in the partnership laws of the State of Florida.

10.14 WAIVER OF TRIAL BY JURY. MORTGAGOR AND MORTGAGEE (BY ACCEPTANCE OF THIS INSTRUMENT) HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS MORTGAGE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE, THE NOTE, OR ANY OTHER LOAN DOCUMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO OR TO ANY LOAN DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGOR AND MORTGAGEE ENTERING INTO THE SUBJECT LOAN TRANSACTION.

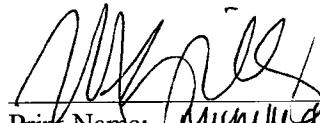
[Signature appears on following page]

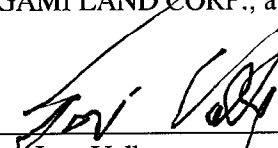
IN WITNESS WHEREOF, Mortgagor has executed this instrument as of the day and year written above.

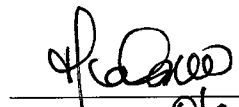
Signed, sealed and delivered
in the presence of:

MORTGAGOR:

FLAGAMI LAND CORP., a Florida corporation


Print Name: Michelle Deforsguy

By: 
Name: Jose Valle
Title: President

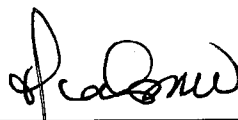

Print Name: Olga J Calderon

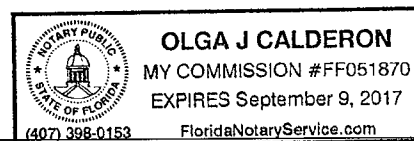
STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of January, 2017 by Jose Valle, as President of Flagami Land Corp., a Florida corporation, on behalf of the corporation.

Personally Known _____ OR Produced Identification ✓

Type of Identification Produced EC DL





Print or Stamp Name: _____
Notary Public, State of Florida at Large
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 1:

Lots 26, 27, 28, and 29 in Block 95 of REVISED PLAT CORAL GABLES RIVIERA SECTION, PART 2, as recorded in Plat Book 28 at Page 18 of the Public Records of Miami-Dade County, Florida.

Parcel 2:

Lot 9 and Lot 10, Block 40, COLEE HAMMOCK, according to the Plat thereof, recorded in Plat Book 1, Page 17, of the Public Records of Broward County, Florida, subject to a street and sidewalk right of way conveyance to the City of Fort Lauderdale of the South ten (10') feet thereof.

This Instrument Was Prepared By,
Record and Return To:

Kearey Wan, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, Florida 33130

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT (the "Agreement") is executed on the 13th day of April 2022, by and between **FLAGAMI LAND CORP.**, a Florida corporation (the "Mortgagor") whose post office address is 1553 San Ignacio Avenue, Coral Gables, Florida 33146 and **PROFESSIONAL BANK**, a Florida banking corporation, as successor by merger to Marquis Bank (the "Lender"), whose post office address is 396 Alhambra Circle, Suite 255, Coral Gables, Florida 33134.

RECITALS

A. On or about January 6, 2017, Marquis Bank ("Marquis") made a loan (the "Original Loan") to Mortgagor in the amount of \$2,800,000.00, as evidenced by that certain Promissory Note dated January 6, 2017, made by Mortgagor, payable to the order of Marquis in the original principal amount of \$2,800,000.00 (the "Original Note").

B. The Original Loan is secured by, among other things, (i) a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Mortgage"), dated January 6, 2017, made by Mortgagor, as mortgagor, in favor of Marquis, as mortgagee, recorded January 10, 2017, in Official Records Book 30378, Page 1924 of the Public Records of Miami-Dade County, Florida, encumbering certain real and personal property described therein situated in Miami-Dade County, Florida (the "Miami-Dade Mortgaged Property"), and, recorded January 9, 2017, under Instrument Number 114139900, of the Public Records of Broward County, Florida, encumbering certain real and personal property described therein situated in Broward County, Florida (the "Broward Mortgaged Property" and, together with the Miami-Dade Mortgaged Property, the "Mortgaged Property"), as described in the legal description attached hereto as Exhibit "A", and (ii) UCC-1 Financing Statements (collectively the

PROPER FLORIDA DOCUMENTARY STAMPS AND INTANGIBLE TAXES HAVE BEEN PAID WITH RESPECT TO THE INDEBTEDNESS DESCRIBED IN THE ORIGINAL NOTE AND EVIDENCE OF SUCH PAYMENT APPEARS ON THE MORTGAGE. THE AMENDED NOTE AMENDS AND RESTATES THE ORIGINAL NOTE WITHOUT INCREASING THE PRINCIPAL BALANCE THEREOF AND THEREFORE PURSUANT TO §§ 201.09 AND 199.143, FLORIDA STATUTES, NO ADDITIONAL DOCUMENTARY STAMPS OR INTANGIBLE TAXES ARE DUE IN CONNECTION WITH THIS AGREEMENT.

"Financing Statements") (a) from Mortgagor, as debtor, in favor of Lender, as secured party, recorded January 10, 2017, in Official Records Book 30378, Page 1965, of the Public Records of Miami-Dade County, Florida, (b) from Mortgagor, as debtor, in favor of Lender, as secured party, recorded January 9, 2017, under Instrument Number 114139901, of the Public Records of Broward County, Florida, and (c) from Mortgagor, as debtor, in favor of Lender, as secured party, filed with the Florida Secured Transactions Registry on January 13, 2017, under File No. 201709962648.

C. Lender is the successor by merger to Marquis and the current holder of the Original Note and other Loan Documents.

D. Per Mortgagor's and Guarantors' request, Lender extended the maturity date of the Loan through April 6, 2022 pursuant to that certain extension letter dated March 15, 2022.

E. Mortgagor has requested that Lender make certain modifications to the Loan (the "Modification"), including, but not limited to, extending the maturity date of the Loan and all references thereto in the Mortgage, the Financing Statements and related security documents (collectively, the "Security Documents"), and Lender is willing to grant said extension subject to Mortgagor giving Lender the representations, assurances and other agreements hereinafter set forth..

F. Mortgagor is the owner of the Mortgaged Property and Lender is the owner and holder of the Mortgage and the Original Note.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

1. The Recitals hereinabove contained are true and correct and are made a part hereof.

2. In connection with the Modification, Mortgagor has executed (i) an Amended and Restated Renewal Promissory Note (the "Amended Note"), effective as of the date hereof, payable to the order of Lender, in the principal amount of \$2,483,864.27, which Amended Note amends and restates the Original Note, and (ii) such other documents as may be required by Lender in connection therewith.

3. Any reference in the Security Documents and all other documents executed in connection therewith or pursuant thereto (collectively, the "Loan Documents") to (a) the "Loan" or "Loan Amount" shall mean the \$2,483,864.27 loan; (b) the "Note" shall mean the Amended Note, as the same may from time to time hereafter be extended, amended, modified, restated or renewed; and (c) the "Loan Documents" shall now include the Amended Note, this Agreement and all other documents and instruments executed in connection herewith. Any reference in the Amended Note and the Security Documents to any Security Document shall mean the same as amended by this Agreement, and as the same may from time to time hereafter be amended, modified or restated.

4. The liens of the Security Documents now secure the repayment of the Amended Note to the same extent and with the same force and effect as if the Amended Note had been executed and delivered by Mortgagor to Lender at the time of the execution and delivery of the Mortgage and the Financing Statements and all such other documents and instruments.

5. Section 5.17 of the Mortgage is hereby deleted and replaced in its entirety as follows:

5.17 Mortgagor to Furnish Financial Statements. Mortgagor shall, until all the Obligations have been fully paid and performed, furnish Mortgagee with annual financial statements of Mortgagor, prepared in such detail as Mortgagee may reasonably require and certified by the appropriate officer of Mortgagor as being accurate. Mortgagor shall also furnish Mortgagee with annual financial statements and liquidity verifications of Guarantors, prepared in such detail as Mortgagee may reasonably require and certified to Mortgagee. Such financial statements of Mortgagor and Guarantors shall be dated no later than each anniversary of the date of the prior statement and respectively received by Mortgagee no later than ninety (90) days after Mortgagor's fiscal year-end and within twelve (12) months of the anniversary date of each Guarantor's prior statement. Mortgagor shall also furnish Mortgagee with copies of all income tax returns, including all K-1 schedules, or copies of extensions, of Mortgagor and Guarantors by March 31 and April 15, respectively, but in no case later than September 30 each year for Borrower and in no case later than October 15 each year for each Guarantor. Mortgagor shall also furnish Mortgagee with annual statements reflecting all real property in which Guarantors have any interest, whether direct or indirect. Failure to furnish such statements shall be an Event of Default under Article VII of this Mortgage.

6. Section 5.18 of the Mortgage is hereby deleted and replaced in its entirety as follows:

5.18 Mortgagor to Furnish Financial Statements of the Mortgaged Property. Mortgagor shall, until all the Obligations have been fully paid and performed, furnish Mortgagee with an annual rent roll, copies of all new, extended and/or amended Leases and statements of earnings for the Mortgaged Property for each fiscal year of Mortgagor in such detail as Mortgagee may reasonably require, showing gross income and detailed operating expenses of and a balance sheet for the operation of the Mortgaged Property. Mortgagor shall promptly notify Mortgagee of any changes in the names of tenants, the amounts of space occupied, or the termination of any Leases before the Lease expiration date as soon as Mortgagor becomes aware of any such changes. All such financial statements shall be certified by the appropriate manager, managing member or officer of Mortgagor as being true and correct. Each such statement shall, where applicable, be for and cover a whole fiscal year. Such statements shall, where applicable, be furnished not later than thirty (30) days of the Loan anniversary

date. Failure to furnish such statements shall be an Event of Default under Article VII of this Mortgage.

7. Mortgagor represents, warrants, ratifies and confirms unto Lender that (i) the Amended Note and the Loan Documents, including the Mortgage, as modified hereby, are valid and binding obligations of Mortgagor, enforceable in accordance with their terms; (ii) all of the terms, covenants, conditions, representations, warranties and agreements contained in the Loan Documents are hereby ratified and confirmed in all respects; (iii) the Loan, as evidenced by the Amended Note, shall continue to be secured by the Security Documents without novation or interruption; (iv) the Security Documents constitute a valid and subsisting first lien upon the property described therein, (v) no payment of interest which has been made to Lender nor contracted to be made to Lender has resulted or will result in the computation or earnings of interest in excess of the maximum lawful rate; (vi) no oral representations, statements, or inducements have been made by Lender with respect to the Loan or this Agreement.

8. Mortgagor hereby agrees, in consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, that in the event that Mortgagor, shall file with any bankruptcy court of competent jurisdiction or be the subject of any petition under Title 11 of the United States Code the automatic stay imposed by Section 362 of Title 11 of the United States Code is waived, and such waiver constitutes "cause" pursuant to 11 U.S.C. §362(d)(1) for the immediate lifting of the automatic stay in favor of Lender, and Mortgagor hereby knowingly and irrevocably waives all defenses and objections to such lifting of the automatic stay.

9. Lender's accommodation in agreeing to the Modification and not insist upon the strict performance of any of the terms, conditions or provisions of any prior loan instrument shall not be deemed to be a waiver of such terms, conditions and provisions, except as extended and modified by this Agreement, and Lender, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance of any or all of such terms, conditions and provisions, as extended and modified by this Agreement.

10. It is the intent of the parties hereto that this Agreement shall not constitute a novation or in any way adversely affect the lien of the Security Documents. To the extent this Agreement or any provision hereof shall be construed by a court of competent jurisdiction as operating to subordinate the lien priority of the Security Documents to any claim which would otherwise be subordinate thereto (and provided that ruling is not appealed or appealable), such provision or provisions shall be void and of no force and effect; except that this Agreement shall constitute, as to any provision so construed, a lien upon the Mortgaged Property subordinate to such third person's claims, incorporating by reference the terms of the Security Documents as amended by this Agreement. The Security Documents shall then be enforced pursuant to the terms therein contained, independent of any such provisions; provided, however, that notwithstanding the foregoing, Mortgagor and Lender, as between themselves, shall be bound by all terms and conditions hereof until all indebtedness owing to Lender shall have been paid in full.

11. Lender is under no obligation to grant or to make any further or additional loans to Mortgagor or to further extend, amend or modify the Amended Note or the other Loan Documents.

12. Mortgagor have not as of the date hereof filed for record (pursuant to Florida Statutes 697.04(1)(b)) a notice limiting the maximum amount which may be secured by the Security Documents.

13. Except as heretofore modified and extended and except as extended and modified by this Agreement, no term or condition of the Original Note or the Loan Documents shall be modified and the same shall remain in full force and effect.

14. This Agreement shall be construed, interpreted, enforced and governed by and in accordance with the laws of the State of Florida, excluding the principles thereof governing conflicts of law.

15. This Agreement shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of the parties hereto.

16. This Agreement sets forth the entire agreement between the parties and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral between the parties relating to the subject matter herein.

17. Notwithstanding any other provisions set forth herein, this Agreement shall not be effective prior to the date that it has been recorded in the Official Records of the county in which the Land is located.

RELEASE

AS A MATERIAL INDUCEMENT FOR LENDER TO EXECUTE THIS AGREEMENT, MORTGAGOR DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE LENDER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH MORTGAGOR EVER HAD, NOW HAS, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF MORTGAGOR HEREAFTER CAN, SHALL OR MAY HAVE AGAINST LENDER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER OR CAUSE WHATSOEVER THROUGH THE DATE HEREOF. MORTGAGOR FURTHER EXPRESSLY AGREES THAT THE FOREGOING RELEASE AND WAIVER AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA. IN ADDITION TO, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AND IN CONSIDERATION OF LENDER'S EXECUTION OF THIS AGREEMENT, MORTGAGOR COVENANTS WITH AND WARRANTS UNTO LENDER, AND ITS AFFILIATES AND ASSIGNS, THAT THERE EXIST NO CLAIMS, COUNTERCLAIMS, DEFENSES, OBJECTIONS, OFFSETS OR CLAIMS OF OFFSETS AGAINST LENDER OR THE OBLIGATION OF MORTGAGOR TO

PAY THE LOAN TO LENDER WHEN AND AS THE SAME BECOMES DUE AND PAYABLE.

WAIVER OF JURY TRIAL


MORTGAGOR AND LENDER HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, DEFENSE OR COUNTERCLAIM BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE AMENDED NOTE, OR ANY OTHER LOAN DOCUMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO OR TO ANY LOAN DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGOR AND LENDER ENTERING INTO THE SUBJECT TRANSACTION.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.


Signed, sealed and delivered
in the presence of:


Print Name: Sunen Collazo


Print Name: ADA B. PANDO

MORTGAGOR:

FLAGAMI LAND CORP., a Florida
corporation

By: 
Name: Jose Valle
Title: President


[CORPORATE SEAL]

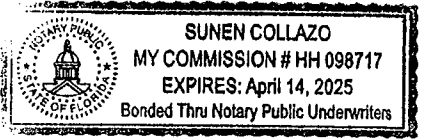
STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me, by ☒ means of physical presence or ☐ online notarization, this 12 day of April, 2022 by Jose Valle, as President of Flagami Land Corp., a Florida corporation, on behalf of the corporation.

Personally Known ☒ OR Produced Identification _____

Type of Identification Produced _____


Print or Stamp Name: Sunen Collazo
Notary Public, State of Florida at Large
Commission No.:
My Commission Expires:



LENDER:

PROFESSIONAL BANK, a Florida banking corporation

Patricia Diez-Argüelles
Print Name: Patricia Diez-Argüelles

Anahy Galmes
Print Name: Anahy Galmes

By: *Miriam Lopez*
Name: MIRIAM LOPEZ
Title: EXEC. V.P.

STATE OF FLORIDA)
)SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me, by [☒] means of physical presence or [☒] online notarization, this 17 day of March, 2022 by Miriam Lopez, as Exec Vice President of Professional Bank, a Florida banking corporation, on behalf of the bank.

Personally Known ☒ OR Produced Identification _____

Type of Identification Produced _____

Anahy Galmes
Print or Stamp Name: Anahy Galmes
Notary Public, State of Florida at Large
Commission No.:
My Commission Expires:



EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 1:

Lots 26, 27, 28, and 29 in Block 95 of REVISED PLAT CORAL GABLES RIVIERA SECTION, PART 2, as recorded in Plat Book 28 at Page 18 of the Public Records of Miami-Dade County, Florida.

Parcel 2:

Lot 9 and Lot 10, Block 40, COLEE HAMMOCK, according to the Plat thereof, recorded in Plat Book 1, Page 17, of the Public Records of Broward County, Florida, subject to a street and sidewalk right of way conveyance to the City of Fort Lauderdale of the South ten (10') feet thereof.

 [BankFind Suite Home](#)

[Back to Search Results](#)

Succeeding Institution

Marquis Bank



Institution Details

Data as of 02/16/2024



Institution Closed

Merged or acquired on
03/27/2020
without government
assistance

FDIC Cert

58345

Established

08/13/2007

Bank Charter Class

State Chartered Banks, not
member of the Federal
Reserve System (FRS)

Primary Federal Regulator

Federal Deposit Insurance
Corporation

Main Office Address

355 Alhambra Circle, Suite
125
Coral Gables, FL 33134

Financial Information

[Create financial reports for
this institution](#)

Consumer Assistance

[HelpWithMyBank.gov](https://www.helpwithmybank.gov)

Contact the FDIC

[Questions about Bank
Information](#)



FDIC Insured

Since 01/01/1934

**Click to View
Succeeding
Institution**

See the succeeding
institution for more
information.

Get additional detailed information by selecting from the following:

Locations

History

Institution Profile

Other Names

This information is not available for inactive institutions.

[BankFind Suite Home](#)

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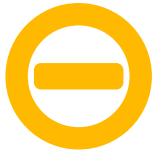
Succeeding Institution

Professional Bank



Institution Details

Data as of 02/16/2024



Institution Closed

Merged or acquired on 01/31/2023 without government assistance

FDIC Cert #
58862

Established
09/08/2008

Bank Charter Class
State Chartered Banks, member of the Federal Reserve System (FRS)

Primary Federal Regulator
Federal Reserve Board

Main Office Address
396 Alhambra Cir
Coral Gables, FL 33134

Financial Information
[Create financial reports for this institution](#)

Consumer Assistance
[HelpWithMyBank.gov](#)

Contact the FDIC
[Questions about Bank Information](#)



FDIC Insured
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- History
- Institution Profile
- Other Names

This information is not available for inactive institutions.

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Seacoast National Bank



Institution Details

Data as of 02/16/2024



FDIC Insured
Since 01/01/1934

FDIC Cert #
131

Established
01/01/1933

Bank Charter Class
National Banks, member of the
Federal Reserve Systems (FRS)

Primary Federal Regulator
Comptroller of the Currency

Secondary Federal Regulator
CFPB

Main Office Address
815 Colorado Ave
Stuart, FL 34994

Primary Website
www.seacoastbank.com

Locations
90 domestic locations: 1 state and 0
territories.
0 in foreign locations.

Financial Information
[Create financial reports for this
institution](#)

Consumer Assistance
HelpWithMyBank.gov

Contact the FDIC
[Questions about Bank Information](#)

Get additional detailed information by selecting from the following:

Locations

History

Institution Profile

Other Names

90 Branch Offices

Hide ^

Results

25 ▼



1

2

3

4



Page #

Go

Address

815

Seacoast

Colorado

Ful

99	Main Office	National Bank	Ave Stuart, FL 34994	Stuart	Martin	FL	B
181114	1	Jensen Beach Branch	1000 Ne Jensen Beach Blvd Jensen Beach, FL 34957	Jensen Beach	Martin	FL	Fl Bric
181117	5	Cove Road Branch	5755 Se Federal Hwy Stuart, FL 34997	Stuart	Martin	FL	Fl Bric
181120	8	Westmoreland	1108 Se Port St Lucie Blvd Port Saint Lucie, FL 34952	Port Saint Lucie	St. Lucie	FL	Fl Bric
181121	10	Wedgewood Commons Branch	3200 Se Federal Hwy Stuart, FL 34997	Stuart	Martin	FL	Fl Bric
286572	15	Hobe Sound Branch	11711 Se Federal Hwy Hobe Sound, FL 33455	Hobe Sound	Martin	FL	Fl Bric
286577	17	Vero Beach Branch	1206 Us Highway 1 Vero Beach, FL 32960	Vero Beach	Indian River	FL	Fl Bric
44941	19	Fort Pierce Branch	1901 S Us Highway 1 Fort Pierce, FL 34950	Fort Pierce	St. Lucie	FL	Fl Bric
			9698 South				

274183	20	Tiffany Branch	Us 1 Port Saint Lucie, FL 34952	Port Saint Lucie	St. Lucie	FL	Full Branch
286599	22	Martin Downs Branch	2601 Sw High Meadows Ave Palm City, FL 34990	Palm City	Martin	FL	Full Branch
181124	23	Cardinal Branch	2940 Cardinal Dr Vero Beach, FL 32963	Vero Beach	Indian River	FL	Full Branch
262131	33	St. Lucie West Branch	1100 Sw Saint Lucie West Blvd Port St. Lucie, FL 34986	Port St. Lucie	St. Lucie	FL	Full Branch
181131	36	Sebastian West Branch	1110 Roseland Rd Sebastian, FL 32958	Sebastian	Indian River	FL	Full Branch
436705	45	Jupiter Branch	585 W Indiantown Rd Jupiter, FL 33458	Jupiter	Palm Beach	FL	Full Branch
282121	47	Vero Sr 60 Branch	6030 20th St Vero Beach, FL 32966	Vero Beach	Indian River	FL	Full Branch
451593	50	Pga Branch	3001 Pga Blvd Palm Beach Gardens, FL	Palm Beach Gardens	Palm Beach	FL	Full Branch

			Gardens, FL 33410				
35858	51	Okeechobee South Parrot Branch	1409 S Parrott Ave Okeechobee, FL 34974	Okeechobee	Okeechobee	FL	Full Bric
14922	53	Clewiston Banking Center Branch	890 W Sugarland Hwy Clewiston, FL 33440	Clewiston	Hendry	FL	Full Bric
431483	60	Operations Center Branch	1835 Us Highway 441 Se Okeechobee, FL 34974	Okeechobee	Okeechobee	FL	Limited Adm
290904	62	Orlando Messenger Branch	65 N Orange Ave Orlando, FL 32801	Orlando	Orange	FL	Limited M
475505	67	Gatlin Commons Office	1790 Sw Gatlin Blvd Saint Lucie West, FL 34953	Saint Lucie West	St. Lucie	FL	Full Bric
40330	69	Winter Park Branch	1031 W Morse Blvd Ste 150 Winter Park, FL 32789	Winter Park	Orange	FL	Full Bric
262249	70	East Highway Branch	13207 W Colonial Dr Winter Garden, FL 34787	Winter Garden	Orange	FL	Full Bric

357284	72	Oviedo Winter Springs Branch	2839 Clayton Crossing Way Oviedo, FL 32765	Oviedo	Seminole	FL	Fu Bric
360421	73	Apopka Branch	345 E Main St Apopka, FL 32703	Apopka	Orange	FL	Fu Bric

Prepared by and When
Recorded, Return To:

D. JUSTIN NILES, P.A.
200 West Palmetto Park Road
Suite 301
Boca Raton, Florida 33432

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, is made this 5th day of December, 2006, by and between FLAGAMI LAND CORP., a Florida corporation ("Landlord"), whose mailing address is: 1553 San Ignacio Avenue, Coral Gables, Florida 33146 and SNS 42, INC., a Florida limited liability company ("Tenant"), whose mailing address is: 5665 NW 36th Street, Miami Springs, Florida 33166.

Landlord hereby grants, demises and leases the premises ("Premises") described below to Tenant pursuant to the terms and provisions of a lease agreement by and between Landlord and Marwan Shihadeh d/b/a Stop N Shop-42 ("Shihadeh"), dated November 7, 2006 (the "Lease"), and as assigned by Shihadeh to Tenant by Assignment and Assumption of Lease, Deposits and Prepayments, dated November 14, 2006, which provides in part as follows:

1. Date of Lease: November 7, 2006;
2. Property Address: 4900 LeJeune Road, Coral Gables, Florida 33146
3. Legal Description of Premises:

Lots 26, 27, 28 and 29, Block 95, of REVISED PLAT CORAL GABLES, RIVIERA SECTION PART 2, according to the Plat thereof as recorded in Plat Book 28, Page 18 of the Public Records of Miami-Dade County, Florida.

4. Date of Term Commencement: December 19, 2006;
5. Term: 20 Lease Years;
6. Renewal Option:

Provided that Tenant is not in default of its obligations under the Lease, Tenant shall have the option to extend the Term of the Lease for one (1) additional period of five (5) years;

7. Paragraph 16 of the Lease provides as follows:

Mechanics' Liens, etc.

(a) No Liens. Tenant will not create or permit to be created or remain, and will discharge, any lien, encumbrance or charge (levied on account of any imposition or any mechanic's, laborer's or materialman's lien) which might be or become a lien, encumbrance or charge upon the Premises or any part thereof or the income therefrom, having any priority or preference over or ranking on a parity with the estate, rights and interest of Landlord in the Premises or any part thereof or the income therefrom, and Tenant will not suffer any other matter or thing whereby the estate, rights and interest of Landlord in the Premises or any part thereof might be impaired; provided that any mechanic's, laborer's or materialman's lien may be discharged in accordance with subsection (b) of this Paragraph.

(b) Discharge of Liens. If any mechanic's, laborer's or materialman's lien shall at any time be filed against the Premises or any part thereof, Tenant, within fifteen (15) days after notice of the filing thereof, will cause it to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien to be discharged within the period aforesaid, then in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge it either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event, Landlord shall be entitled, if Landlord so elects, to compel the prosecution of any action for the foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowances. Any amount so paid by Landlord and all costs and expenses incurred by Landlord in connection therewith, together with interest thereon, at the highest rate allowed by law, from the respective dates of Landlord's making of the payments and incurring of the costs and expenses, shall constitute, at Landlord's option, additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand.


(c) Waiver of Liens. Notwithstanding anything to the contrary set forth in this Paragraph 16, prior to the making of any alterations, additions, improvements or repairs to the Premises, Tenant shall cause to be filed in the Office of the Clerk of the Court of the County in which the Premises are located a Waiver of Mechanics' and Materialmen's Liens in form satisfactory to Landlord's counsel, such waivers to be binding on all subcontractors and materialmen.

(d) No Consent of Landlord Intended. Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific alteration, addition, improvement or repair to the Premises or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Premises or any part thereof.

Signature Page Follows

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the dates set forth in their respective acknowledgments.

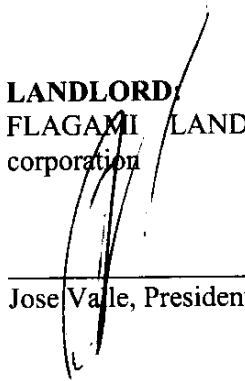
WITNESSES:


[Signature]


Melissa Cordova By:
[Print/Type Name]

LANDLORD:

FLAGAMI LAND CORP., a Florida corporation



Jose Valle, President


[Signature]

JOSE BAIZAULI
[Print/Type Name]

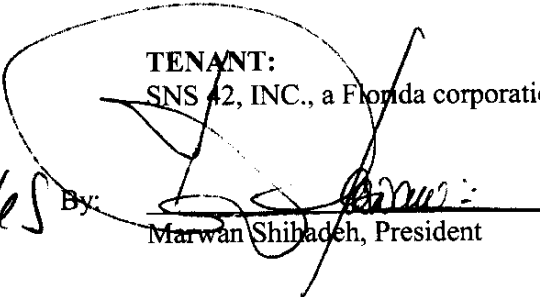
WITNESSES:


[Signature]

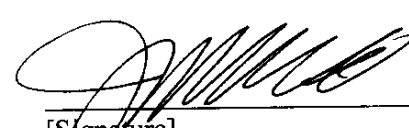
Melissa Cordova By:
[Print/Type Name]

TENANT:

SNS 42, INC., a Florida corporation



Marwan Shihadeh, President


[Signature]

JOSE BAIZAULI
[Print/Type Name]

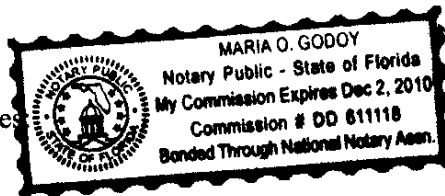
Acknowledgment Page Follows

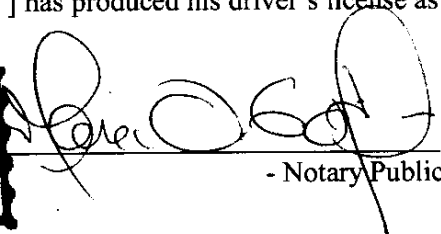
Acknowledgment as to Landlord:

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 5th of ~~November~~ December, 2006 by Jose Valle, President of FLAGAMI LAND CORP., a Florida corporation on behalf of the corporation, who ☒ is personally known to me, or who ☐ has produced his driver's license as identification.

My Commission expires



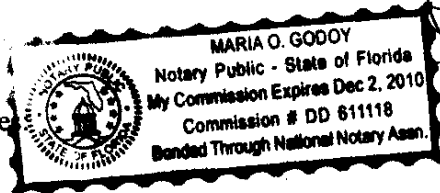

- Notary Public

Acknowledgment as to Tenant:

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 5th of ~~November~~ December, 2006 by Marwan Shihadeh, President of SNS 42, INC., a Florida corporation on behalf of the corporation, who ☐ is personally known to me, or who ☒ has produced his driver's license as identification.

My Commission expires




- Notary Public

This Instrument Was Prepared By,
Record and Return To:

Kearey O. Wan, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, Florida 33130

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

Between

MARQUIS BANK, a Florida banking corporation

And

SNS 42, INC., a Florida corporation

In connection with the following property:

Lots 26, 27, 28, and 29 in Block 95 of REVISED PLAT CORAL GABLES RIVIERA SECTION,
PART 2, as recorded in Plat Book 28 at Page 18 of the Public Records of Miami-Dade County,
Florida.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Agreement (the "Agreement") is made as of the 4 day of January, 2017 between MARQUIS BANK, a Florida banking corporation, (the "Mortgagee"), whose address is, 355 Alhambra Circle, Suite 1200, Coral Gables, Florida 33134, and SNS 42, INC., a Florida corporation (the "Tenant"), whose address is 8200 NW 41 Street, Suite 155, Doral, FL 33166.

RECITALS

A. The Mortgagee intends to make a loan (the "Loan") to Flagami Land Corp., a Florida corporation (the "Mortgagor/Landlord"), which Loan is to be secured in part by a first mortgage (the "Mortgage") from Mortgagor/Landlord to Mortgagee encumbering certain land and the improvements, fixtures and personalty located thereon, collectively known as 4900 LeJeune Road, Coral Gables, FL 33146 (the "Premises").

B. Pursuant to the Mortgage, the Mortgagor/Landlord has also assigned to the Mortgagee all of the leases, rents, profits and security deposits affecting or arising in connection with the Premises or any part thereof.

C. Tenant is a tenant on the Premises pursuant to a lease dated November 7, 2006 (the "Lease"), between Landlord and Tenant, more particularly described in that certain Memorandum of Lease dated December 5, 2006 and recorded February 1, 2007 in Official Records Book 25328, Page 4883, of the Public Records of Miami-Dade County, Florida. As a result of a scrivener's error, the Memorandum of Lease in one instance incorrectly referred to the Tenant as a Florida limited liability company, but Tenant is a Florida corporation.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, the parties hereto do mutually covenant and agree as follows:

1. The Recitals are true and correct and are made a part hereof.
2. Tenant hereby agrees that all rights of Tenant under the Lease are and shall at all times continue to be subordinate to the lien of the Mortgage, as said Mortgage may be amended, renewed, increased, modified, consolidated, replaced, or extended.
3. Mortgagee agrees that during the term of the Lease and any extended term thereof, so long as the Tenant is not in default thereunder, Tenant's possession of the demised premises (as described in the Lease) shall not be disturbed and Tenant's rights and privileges under the Lease shall not be diminished or interfered with by the Mortgagee upon any proceeding to foreclose the Mortgage, and Mortgagee will not join Tenant as a party defendant in any proceeding to foreclose the Mortgage for the purpose of terminating the Lease.

4. In the event that, by reason of the foreclosure of the Mortgage for any reason, Mortgagee or any successor or assignee of Mortgagee succeeds to the interest of the Mortgagor/Landlord under the Lease, then upon receipt of notice from Mortgagee or such successor or assignee that it has succeeded to the rights of the Mortgagor/Landlord under the Lease, Tenant hereby agrees to recognize Mortgagee or such successor or assignee as Tenant's landlord under the Lease and hereby agrees to attorn to Mortgagee or such successor or assignee. Said attornment is to be effective and self-operative without the execution of any other instrument immediately upon Mortgagee or any successor or assignee of Mortgagee succeeding to the rights of the Mortgagor/Landlord under the Lease, and the Lease shall continue in accordance with its terms between Tenant, as tenant, and Mortgagee or any successor or assignee of Mortgagee, as landlord; provided, however, that Mortgagee or any successor or assignee of Mortgagee shall not:

(i) be bound by any prepayment of rent or additional rent, deposit, rental security or any other sums paid to any prior landlord under the Lease including, without limitation, the Mortgagor/Landlord unless received and receipted for by Mortgagee or its successor or assignee;

(ii) be bound by any amendment or modification of the Lease made without the consent of Mortgagee or its successor or assignee, following the occurrence of an Event of Default;

(iii) be personally liable under the Lease, and Mortgagee's or its successor's or assignee's liability under the Lease shall be limited solely to the interest of Mortgagee or its successor or assignee in the Premises;

(iv) be liable for any act or omission of any prior landlord under the Lease including, without limitation, the Mortgagor/Landlord; and

(v) be subject to any offsets, defenses, claims or counterclaims which Tenant might have against any prior landlord under the Lease including, without limitation, the Mortgagor/Landlord.

5. Tenant hereby certifies that: (i) there are no defaults on the part of the landlord (including, without limitation, the Mortgagor/Landlord) under the Lease, (ii) the Lease is a complete statement of the agreement of the parties thereto with respect to the letting of the demised premises (as described in the Lease), (iii) the Lease is in full force and effect, (iv) all conditions to the effectiveness or continuing effectiveness of the Lease required to be satisfied as of the date hereof have been satisfied, and (v) Tenant has not paid, and shall not pay, rent for more than two (2) months in advance.

6. Tenant will notify Mortgagee of any default by the Mortgagor/Landlord which would entitle Tenant to cancel the Lease or abate the rent payable thereunder, and Tenant agrees that notwithstanding any provision of the Lease, no notice of cancellation thereof and no abatement of rent thereunder shall be effective unless Mortgagee has received notice and has failed within sixty (60) days of the date thereof to cure such default or if such default cannot be cured within sixty (60) days, has failed to commence and diligently to prosecute the cure of the Mortgagor's/Landlord's default which gave rise to such right of cancellation or abatement. The Notice to Mortgagee

hereunder is to give the Mortgagee the right, but does not create an obligation, whether expressed or implied, on the part of Mortgagee to either cure or take steps to cure the default of the Mortgagor/Landlord.

7. All notices required to be given under this Agreement shall be in writing and shall be delivered by (i) hand, (ii) facsimile or (iii) mail and shall be conclusively deemed to have been received if delivered or attempted to be delivered by United States first class mail, return receipt requested, postage prepaid, addressed to the party for whom it is intended at the following address. Any party may designate a change of address by written notice to the other party, received by such other party at least ten (10) days before such change of address is to become effective.

Mortgagee:

Marquis Bank
355 Alhambra Circle, Suite 1200
Coral Gables, FL 33134
Attn: Miriam Lopez, President
Facsimile: (305) 774-9937

Tenant:

SNS 42, Inc.
Attn: Marwan Shihadeh
8200 NW 41 Street
Doral, FL 33166

8. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

TENANT:

SNS 42, INC., a Florida corporation

Print Name: Javier Sobrino

By: [Signature]

Name: MARWAN SHARAF

Title: Director

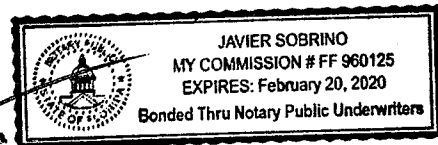
Print Name: Seugio RODRIGUEZ

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 5th day of January, 2017 by MARWAN SHARAF, as Director of SNS 42, Inc., a Florida corporation, on behalf of the corporation.

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____



Print or Stamp Name: _____
Notary Public, State of Florida at Large
Commission No.: _____
My Commission Expires: _____

MORTGAGEE:

MARQUIS BANK, a Florida banking corporation

Miriam Lopez
 Print Name: Miriam Lopez

Olga J Calderon
 Print Name: Olga J Calderon

By: Miriam Lopez
 Name: Miriam Lopez
 Title: President & CEO

STATE OF FLORIDA)
) SS:
 COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 4th day of January, 2017 by Miriam Lopez, as President of Marquis Bank, a Florida banking corporation, on behalf of the bank.

Personally Known ☒ OR Produced Identification _____

Type of Identification Produced _____

Olga J Calderon
 Print or Stamp Name: _____
 Notary Public, State of Florida at Large
 Commission No.: _____
 My Commission Expires _____





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

SNS 42, INC.

Filing Information

Document Number P06000140856

FEI/EIN Number 20-5849522

Date Filed 11/08/2006

State FL

Status ACTIVE

Principal Address

620 S. Le Jeune Road
Coral Gables, FL 33134

Changed: 04/11/2023

Mailing Address

620 S. Le Jeune Road
Coral Gables, FL 33134

Changed: 04/11/2023

Registered Agent Name & Address

SHEHADEH GIANNAMORE, PLLC

620 S. Le Jeune Road
CORAL GABLES, FL 33134

Name Changed: 03/05/2021

Address Changed: 04/21/2022

Officer/Director Detail

Name & Address

Title Director

SHEHADEH, JALAL
620 S. Le Jeune Road
Coral Gables, FL 33134

Title Director

Abdelkader , Sammer
620 S. Le Jeune Road
Coral Gables, FL 33134

Annual Reports

Report Year	Filed Date
2021	03/05/2021
2022	04/21/2022
2023	04/11/2023

Document Images

04/11/2023 -- ANNUAL REPORT	View image in PDF format
04/21/2022 -- ANNUAL REPORT	View image in PDF format
07/30/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
03/05/2021 -- ANNUAL REPORT	View image in PDF format
07/06/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
01/21/2020 -- ANNUAL REPORT	View image in PDF format
05/01/2019 -- ANNUAL REPORT	View image in PDF format
04/26/2018 -- ANNUAL REPORT	View image in PDF format
04/08/2017 -- ANNUAL REPORT	View image in PDF format
06/15/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
03/25/2016 -- ANNUAL REPORT	View image in PDF format
02/09/2015 -- ANNUAL REPORT	View image in PDF format
02/25/2014 -- ANNUAL REPORT	View image in PDF format
03/13/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
02/04/2013 -- ANNUAL REPORT	View image in PDF format
02/08/2012 -- ANNUAL REPORT	View image in PDF format
03/10/2011 -- ANNUAL REPORT	View image in PDF format
03/29/2010 -- ANNUAL REPORT	View image in PDF format
03/26/2009 -- ANNUAL REPORT	View image in PDF format
01/07/2008 -- ANNUAL REPORT	View image in PDF format
01/08/2007 -- ANNUAL REPORT	View image in PDF format
11/08/2006 -- Domestic Profit	View image in PDF format

BOARD OF COUNTY COMMISSIONERS MIAMI-DADE COUNTY, FLORIDA	
COUNTY CLERK DIVISION	NOTICE OF LIEN CODE ENFORCEMENT
CASE NUMBER 20200204682B	LIEN NUMBER 20200204682L
RE: FLAGAMI LAND CORP ADDRESS: 1553 SAN IGNACIO AVE CORAL GABLES FL 33146	
Prepared By: Jemenee Seemungal	Department: Regulatory and Economic Resources

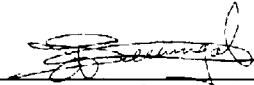
COC OFFICIAL USE ONLY

Pursuant to Section 8CC-7, Code of Miami-Dade County, notice is hereby given that there has been assessed against the Real or Personal property described as:

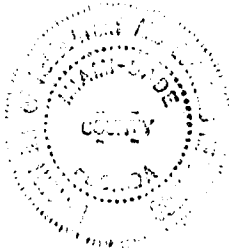
Folio # 30-3110-057-1960, 2200 NW 79 ST , A/K/A 10 53 41 .73 AC' REV PL W LITTLE RIVER PB 34-19' E200FT OF TR 25' PR ADD 2200 NW 79 ST' LOT SIZE IRREGULAR' OR 18316-1488-1559 1098 5 (79)'

civil penalties and costs of an administrative hearing, if applicable, in the sum of **\$10,080.16**, for violations of the code of Miami-Dade County by the above named violator which, after demand for the payment thereof remains unpaid, and by virtue of the above mentioned law, the amount constitutes a lien in favor of Miami-Dade County upon the title to and interest in, whether legal or equitable, the property herein above described. Miami-Dade County may foreclose or otherwise execute on the lien as provided for by law.

WITNESS: The official seal of Miami-Dade County and the hand of the Deputy Clerk thereof, Miami, Florida.

JUAN FERNANDEZ-BARQUIN CLERK OF THE COURT AND COMPTROLLER	BY:  Jemenee Seemungal DEPUTY CLERK	DATE: 11/30/2023
--	---	-------------------------

SEAL



This instrument was prepared by:
JENNIFER MALCOLM
Miami-Dade County
Regulatory & Economic Resources Dept.
11805 S.W. 26 St. Room 230
Miami, Florida 33175-2474



This certifies that this is a true and exact copy of the original order imposing a lien.

MIAMI-DADE COUNTY, FLORIDA, CODE ENFORCEMENT
 111 NW 1st Street, Suite 1750, Miami-Dade County, Florida 33128
 (305)375-2333

COUNTY CLERK
DIVISION

ORDER
OF THE
CODE ENFORCEMENT
HEARING OFFICER

COC OFFICIAL USE ONLY

NAME OF VIOLATOR(S): FLAGAMI LAND CORP	CASE NUMBER: 20200204682 CIVIL VIOLATION NUMBER: P035564 CODE SECTION NUMBER: 8-1 REFERENCE NUMBER: 1966
MAILING ADDRESS: 1553 SAN IGNACIO AVE CORAL GABLES, FL 33146	VIOLATION ADDRESS: 2200 NW 79 ST Folio # 30-3110-057-1960

DATE OF VIOLATION: 4/2/2021	TIME: 8:00 AM	DEADLINE FOR COMPLIANCE: 5/03/2021
NAME OF INSPECTOR: LENIN MONTERREY	BADGE NUMBER: 642	DEPARTMENT ISSUING VIOLATION: REGULATORY AND ECONOMIC RESOURCES

A REVIEW OF APPLICABLE RECORDS INDICATE THAT:

☒ THE VIOLATION HAS NOT BEEN CORRECTED. NO APPEAL HAS BEEN FILED BY THE VIOLATOR. THE VIOLATOR HAS FAILED TO PAY THE INITIAL CIVIL PENALTY AND/OR CONTINUING CIVIL PENALTIES.

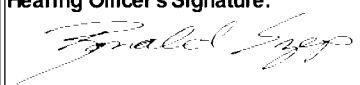
IN ACCORDANCE WITH THE ABOVE:

- A. IT IS THE DETERMINATION OF THE HEARING OFFICER THAT THE SUBJECT VIOLATION
☒ **WAS** ☐ **WAS NOT** ISSUED IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 8CC OF THE CODE OF MIAMI-DADE COUNTY.
- B. BASED ON THE FOREGOING, THIS HEARING OFFICER FINDS THE VIOLATOR(S)
☒ **GUILTY** ☐ **NOT GUILTY** OF THE SUBJECT VIOLATION.
- C. IT IS HEREBY ORDERED THAT THE FOLLOWING ACTIONS BE TAKEN:
 Violator(s) shall pay to the Clerk **\$10,000.00** (civil penalty) and **\$80.16** (administrative cost) totalling **\$10,080.16**

THIS CERTIFIES THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL ORDER IMPOSING A LIEN.



NOTE: If the full amount of the civil penalty incurred and administrative costs assessed remains unpaid after the execution of this order, a certified copy of said order may be recorded in the Public Records of Miami-Dade County which shall constitute a lien against the violator's property, real or personal. Miami-Dade County may foreclose on any such lien which remains unpaid after one year from the time the lien is filed.

Date Decision Rendered: 11/22/2023	Hearing Officer's Signature: 	Print Name: Ronald Szep
--	--	-----------------------------------

Date: _____

Building Department

RE: Safety Structural Inspection for Building Recertification (**25** years or older)

Property Address: _____

Folio No. _____ Case No. _____

Owner Name: _____

Dear Building Official:

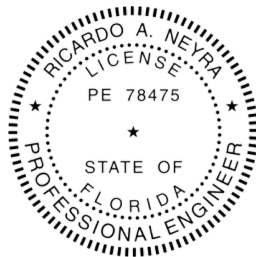
I, _____, with registration in the State of Florida, having performed the required structural inspection for recertification on the above referenced building (_____) on _____, hereby attest to the best of my knowledge, belief and professional judgment, that based on the conditions observed on the date of the inspection:

Destructive tests were not performed.

This structural report contains _____ sheets written data, and _____ sketches.

Should you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,



Engineer: _____ License No.: _____



City's Exhibit #10

Date: _____

Building Department

RE: Safety Electrical Inspection for Building Recertification (40 years or older)

Property Address: _____

Folio No. _____ Case No. _____

Owner Name: _____

Dear Building Official:

I, _____, with registration in the State of Florida, having performed the required electrical inspection for recertification on the above referenced building (_____) on _____, hereby attest to the best of my knowledge, belief and professional judgment, that based on the conditions observed on the date of the inspection:

Destructive tests were not performed.

This Electrical Report contains _____ sheets written data, and _____ sketches.

Should you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Engineer: _____ License No.: _____





CERTIFICATION OF COMPLIANCE WITH PARKING LOT GUARDRAILS

Re: Case No. _____ FYear _____
Property Address: _____, Bldg. No.: _____, Sq. Ft.: _____
Building Description: _____

I am a Florida registered professional ☐ engineer ☐ architect with an active license.

On _____ 20_____, I inspected the parking lots servicing the above referenced building for compliance with Section 8C-6 and determined the following (check only one):

- ☐ The parking lot(s) is not adjacent to or abutting a canal, lake, or other body of water.
- ☐ The parking lot(s) is adjacent to or abutting a canal, lake or other body of water and parked vehicles are protected by a guardrail that complies with Section 8C-6 of the Miami- Dade County Code.
- ☐ The parking lot(s) is adjacent to or abutting a canal, lake or other body of water and parked vehicles **are not** protected by a guardrail that complies with Section 8C-6 of Miami-Dade County Code. I have advised the property owner that he/she must obtain a permit for the installation of the guardrail and obtain all required inspection approvals to avoid enforcement action.

Signature and Seal of Architect or Engineer

Print Name

Date

Date: _____

Building Department

RE: Safety Electrical Inspection for Building Recertification (40 years or older)

Property Address: _____

Folio No. _____ Case No. _____

Owner Name: _____

Dear Building Official:

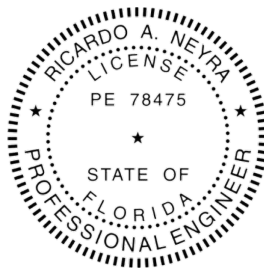
I, _____, with registration in the State of Florida, having performed the required electrical inspection for recertification on the above referenced building (_____) on _____, hereby attest to the best of my knowledge, belief and professional judgment, that based on the conditions observed on the date of the inspection:

Destructive tests were not performed.

This Electrical Report contains _____ sheets written data, and _____ sketches.

Should you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,



Engineer: _____ License No.: _____



MINIMUM INSPECTION PROCEDURAL GUIDELINES FOR BUILDING ELECTRICAL RECERTIFICATION

CASE REFERENCE NUMBER:

LICENSEE NAME: _____

TITLE: _____

ADDRESS: _____

JURISDICTION NAME:

SIGNATURE:

Use separate sheets for additional responses
by referencing the report number.

1. DESCRIPTION OF BUILDING

a. Name on Title:

b. Building Street Address:

Bldg. #:

c. Legal Description:

Attached: ☐

d. Owner's Name:

e. Owner's Mailing Address:

f. Folio Number of Property on which Building is Located:

g. Building Code Occupancy Classification:

h. Present Use:

i. General Description of building (overall description, structural systems, special features):

j. Number of Stories:

k. Is this a Threshold Building as per 553.71(12) F.S. (Yes/No):

l. Provide an aerial of the property identifying the building being certified on a separate sheet. Attached: ☐

m. Additional Comments:

2. INSPECTIONS

a. Date of Notice of Required Inspection:

b. Date(s) of actual inspection:

c. Name and qualifications of licensee submitting report:

d. Are Any Electrical Repairs Required? (YES/NO):

1. If required, describe, and indicate acceptance:

e. Can the building continue to be occupied while recertification and repairs are ongoing? (YES/NO):

1. Explanation/Conditions:

3. ELECTRICAL SERVICE

PROVIDE PHOTO

a. Size: Voltage () Amperage () Type: Fuses () Breakers ()

b. Phase: Three-Phase () Single Phase ()

c. Condition: Good () Fair () Needs Repair ()

Comments:

4. METERING EQUIPMENT

PROVIDE PHOTO

1. Clearances: Good () Fair () Needs Correction ()

Comments:

5. ELECTRIC ROOMS				PROVIDE PHOTO
1. Clearances:	Good ()	Fair ()	Needs Correction	()
Comments:				

6. GUTTERS				PROVIDE PHOTO
1. Location:	Good ()	Needs Repair	()	
2. Taps and Fill:	Good ()	Needs Repair	()	
Comments:				

7. ELECTRICAL PANELS				PROVIDE PHOTO
1. Panel # ()	Location:			
	Good ()	Needs Repair	()	
2. Panel # ()	Location:			
	Good ()	Needs Repair	()	
3. Panel # ()	Location:			
	Good ()	Needs Repair	()	
4. Panel # ()	Location:			
	Good ()	Needs Repair	()	
5. Panel # ()	Location:			
	Good ()	Needs Repair	()	

Comments:

8. BRANCH CIRCUITS				PROVIDE PHOTO
1. Identified:	Yes	()	Must be Identified	()
2. Conductors:	Good	()	Deteriorated	()
			Must be Replaced	()
Comments:				

9. GROUNDING OF SERVICE		PROVIDE PHOTO
	Good	()
	Needs Repair	()
Comments:		

10. GROUNDING OF EQUIPMENT		PROVIDE PHOTO
	Good	()
	Needs Repair	()
Comments:		

11.SERVICE CONDUIT/RACEWAYS	PROVIDE PHOTO
Good ()	Needs Repair ()
Comments:	

12.GENERAL CONDUIT/RACEWAYS	PROVIDE PHOTO
Good ()	Needs Repair ()
Comments:	

13.WIRE AND CABLES	PROVIDE PHOTO
Good ()	Needs Repair ()
Comments:	

14.BUSWAYS	PROVIDE PHOTO
Good ()	Needs Repair ()
Comments:	

15.THERMOGRAPHY INSPECTION RESULTS	PROVIDE PHOTO
(ADD SHEETS AS REQUIRED)	
Comments:	

16.OTHER CONDUCTORS	PROVIDE PHOTO
Good ()	Needs Repair ()
Comments:	

17.TYPES OF WIRING METHODS	PROVIDE PHOTO		
1. Conduit Raceways Rigid:	Good ()	Needs Repair ()	N/A ()
2. Conduit PVC:	Good ()	Needs Repair ()	N/A ()
3. NM Cable:	Good ()	Needs Repair ()	N/A ()
4. Other:	Good ()	Needs Repair ()	N/A ()
a. Other Wiring (Specify):			
Comments:			

18.EMERGENCY LIGHTING	PROVIDE PHOTO	
Good ()	Needs Repair ()	N/A ()
Comments:		

19.BUILDING EGRESS ILLUMINATION	PROVIDE PHOTO
<div>Good ()</div> <div>Needs Repair ()</div> <div>N/A ()</div>	
Comments:	

20.FIRE ALARM SYSTEM	PROVIDE PHOTO
<div>Good ()</div> <div>Needs Repair ()</div> <div>N/A ()</div>	
Comments:	

21.SMOKE DETECTORS	PROVIDE PHOTO
<div>Good ()</div> <div>Needs Repair ()</div> <div>N/A ()</div>	
Comments:	

22.EXIT LIGHTS	PROVIDE PHOTO
<div>Good ()</div> <div>Needs Repair ()</div> <div>N/A ()</div>	
Comments:	

23.EMERGENCY GENERATOR	PROVIDE PHOTO
Good () Needs Repair () N/A ()	
Comments:	

24.WIRING IN OPEN OR UNDER COVER PARKING GARAGE AREAS	PROVIDE PHOTO
Good () Requires Additional Illumination() N/A ()	
Comments:	

25.OPEN OR UNDER COVER PARKING GARAGE AND EGRESS ILLUMINATION	PROVIDE PHOTO
Good () Requires Additional Illumination() N/A ()	
Comments:	

26.SWIMMING POOL WIRING	PROVIDE PHOTO
Good () Needs Repair () N/A ()	
Comments:	

27.WIRING TO MECHANICAL EQUIPMENT**PROVIDE PHOTO**

Good ()

Needs Repair ()

N/A ()

Comments:

28.ADDITIONAL COMMENTS

SUPPORTING PICTURES

PROPERTY ADDRESS: 4900 LE JEUNE RD, CORAL GABLES, FL 33146

FOLIO: 03-4120-023-2310

OWNER NAME: FLAGAMI LAND CORP

METER ENCLOSURE



MAINS DISCONNECTS

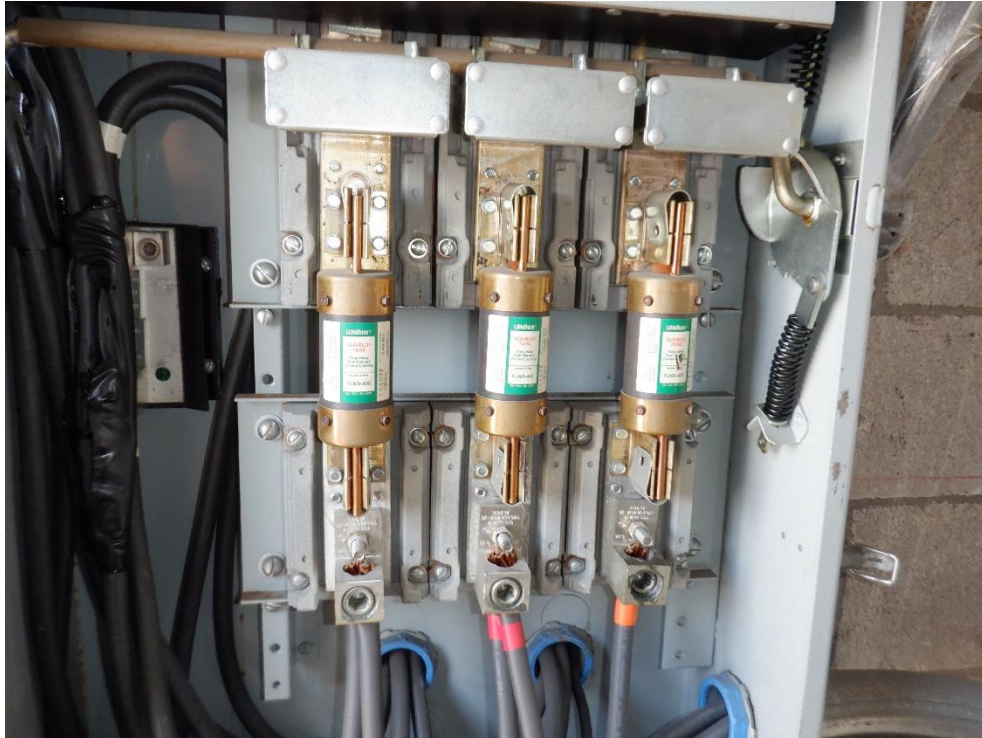


SUPPORTING PICTURES

PROPERTY ADDRESS: 4900 LE JEUNE RD, CORAL GABLES, FL 33146

FOLIO: 03-4120-023-2310

OWNER NAME: FLAGAMI LAND CORP



INSIDE EELECTRICAL ROOM



SUPPORTING PICTURES

PROPERTY ADDRESS: 4900 LE JEUNE RD, CORAL GABLES, FL 33146

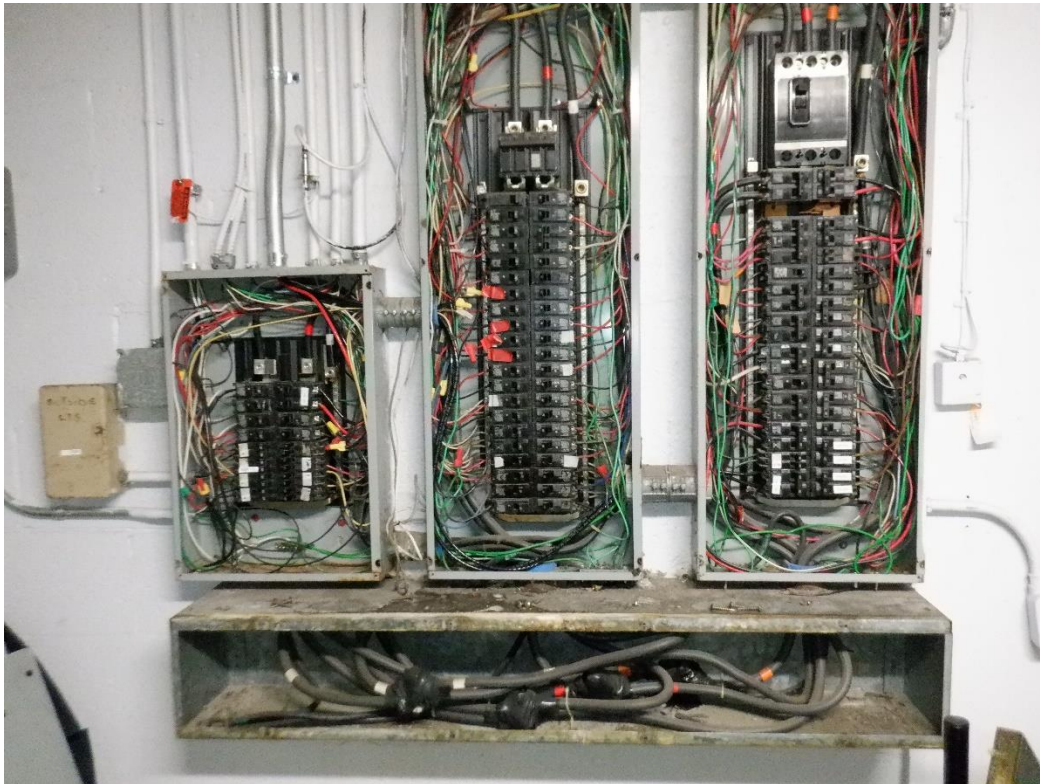
FOLIO: 03-4120-023-2310

OWNER NAME: FLAGAMI LAND CORP

MAIN STORAGE UNIT



CONVENIENCE STORE ELECTRICAL DISTRIBUTION



ELECTRICAL GROUND



PANELS GROUNDED



PANELS SCHEDULE



EXIT/ EMERGENCY LIGHTS



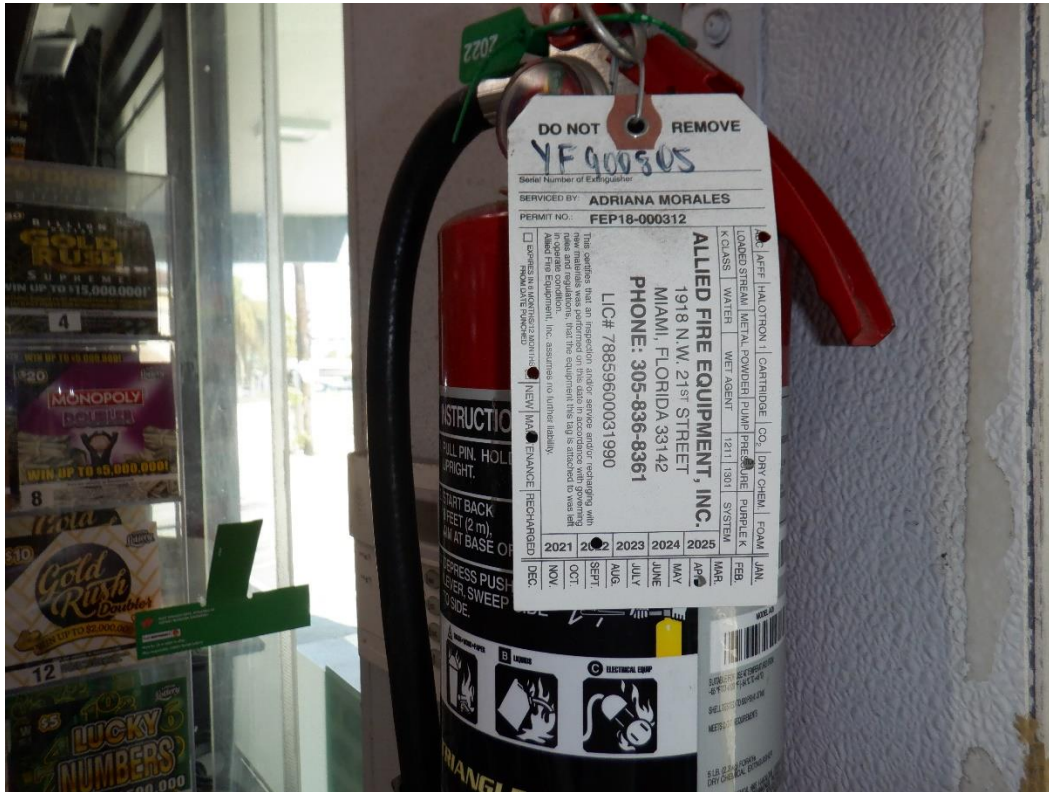
SUPPORTING PICTURES

PROPERTY ADDRESS: 4900 LE JEUNE RD, CORAL GABLES, FL 33146

FOLIO: 03-4120-023-2310

OWNER NAME: FLAGAMI LAND CORP

FIRE EXTINGUISHER



Date: _____

Building Department

RE: Safety Electrical Inspection for Building Recertification (40 years or older)

Property Address: _____

Folio No. _____ Case No. _____

Owner Name: _____

Dear Building Official:

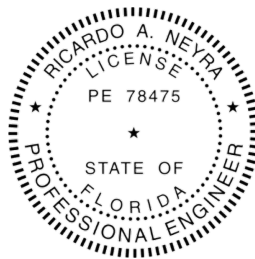
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Destructive tests were not performed.

This Electrical Report contains _____ sheets written data, and _____ sketches.

Should you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,



Engineer: _____ License No.: _____



MINIMUM INSPECTION PROCEDURAL GUIDELINES FOR BUILDING ELECTRICAL RECERTIFICATION

CASE REFERENCE NUMBER:

LICENSEE NAME: _____

TITLE: _____

ADDRESS: _____

JURISDICTION NAME:

SIGNATURE:

Use separate sheets for additional responses
by referencing the report number.

1. DESCRIPTION OF BUILDING

a. Name on Title:

b. Building Street Address:

Bldg. #:

c. Legal Description:

Attached: ☐

d. Owner's Name:

e. Owner's Mailing Address:

f. Folio Number of Property on which Building is Located:

g. Building Code Occupancy Classification:

h. Present Use:

i. General Description of building (overall description, structural systems, special features):

j. Number of Stories:

k. Is this a Threshold Building as per 553.71(12) F.S. (Yes/No):

l. Provide an aerial of the property identifying the building being certified on a separate sheet. Attached: ☐

m. Additional Comments:

2. INSPECTIONS

a. Date of Notice of Required Inspection:

b. Date(s) of actual inspection:

c. Name and qualifications of licensee submitting report:

d. Are Any Electrical Repairs Required? (YES/NO):

1. If required, describe, and indicate acceptance:

e. Can the building continue to be occupied while recertification and repairs are ongoing? (YES/NO):

1. Explanation/Conditions:

3. ELECTRICAL SERVICE

PROVIDE PHOTO

a. Size: Voltage () Amperage () Type: Fuses () Breakers ()

b. Phase: Three-Phase () Single Phase ()

c. Condition: Good () Fair () Needs Repair ()

Comments:

4. METERING EQUIPMENT

PROVIDE PHOTO

1. Clearances: Good () Fair () Needs Correction ()

Comments:

5. ELECTRIC ROOMS				PROVIDE PHOTO
1. Clearances:	Good ()	Fair ()	Needs Correction	()
Comments:				

6. GUTTERS				PROVIDE PHOTO
1. Location:	Good ()	Needs Repair	()	
2. Taps and Fill:	Good ()	Needs Repair	()	
Comments:				

7. ELECTRICAL PANELS				PROVIDE PHOTO
1. Panel # ()	Location:			
	Good ()	Needs Repair	()	
2. Panel # ()	Location:			
	Good ()	Needs Repair	()	
3. Panel # ()	Location:			
	Good ()	Needs Repair	()	
4. Panel # ()	Location:			
	Good ()	Needs Repair	()	
5. Panel # ()	Location:			
	Good ()	Needs Repair	()	

Comments:

8. BRANCH CIRCUITS				PROVIDE PHOTO
1. Identified:	Yes	()	Must be Identified	()
2. Conductors:	Good	()	Deteriorated	()
			Must be Replaced	()
Comments:				

9. GROUNDING OF SERVICE		PROVIDE PHOTO
	Good	()
	Needs Repair	()
Comments:		

10. GROUNDING OF EQUIPMENT		PROVIDE PHOTO
	Good	()
	Needs Repair	()
Comments:		

11.SERVICE CONDUIT/RACEWAYS	PROVIDE PHOTO
Good ()	Needs Repair ()
Comments:	

12.GENERAL CONDUIT/RACEWAYS	PROVIDE PHOTO
Good ()	Needs Repair ()
Comments:	

13.WIRE AND CABLES	PROVIDE PHOTO
Good ()	Needs Repair ()
Comments:	

14.BUSWAYS	PROVIDE PHOTO
Good ()	Needs Repair ()
Comments:	

15.THERMOGRAPHY INSPECTION RESULTS	PROVIDE PHOTO
(ADD SHEETS AS REQUIRED)	
Comments:	

16.OTHER CONDUCTORS	PROVIDE PHOTO
Good ()	Needs Repair ()
Comments:	

17.TYPES OF WIRING METHODS	PROVIDE PHOTO		
1. Conduit Raceways Rigid:	Good ()	Needs Repair ()	N/A ()
2. Conduit PVC:	Good ()	Needs Repair ()	N/A ()
3. NM Cable:	Good ()	Needs Repair ()	N/A ()
4. Other:	Good ()	Needs Repair ()	N/A ()
a. Other Wiring (Specify):			
Comments:			

18.EMERGENCY LIGHTING	PROVIDE PHOTO	
Good ()	Needs Repair ()	N/A ()
Comments:		

19.BUILDING EGRESS ILLUMINATION	PROVIDE PHOTO
<div>Good ()</div> <div>Needs Repair ()</div> <div>N/A ()</div>	
Comments:	

20.FIRE ALARM SYSTEM	PROVIDE PHOTO
<div>Good ()</div> <div>Needs Repair ()</div> <div>N/A ()</div>	
Comments:	

21.SMOKE DETECTORS	PROVIDE PHOTO
<div>Good ()</div> <div>Needs Repair ()</div> <div>N/A ()</div>	
Comments:	

22.EXIT LIGHTS	PROVIDE PHOTO
<div>Good ()</div> <div>Needs Repair ()</div> <div>N/A ()</div>	
Comments:	

23.EMERGENCY GENERATOR	PROVIDE PHOTO
Good () Needs Repair () N/A ()	
Comments:	

24.WIRING IN OPEN OR UNDER COVER PARKING GARAGE AREAS	PROVIDE PHOTO
Good () Requires Additional Illumination() N/A ()	
Comments:	

25.OPEN OR UNDER COVER PARKING GARAGE AND EGRESS ILLUMINATION	PROVIDE PHOTO
Good () Requires Additional Illumination() N/A ()	
Comments:	

26.SWIMMING POOL WIRING	PROVIDE PHOTO
Good () Needs Repair () N/A ()	
Comments:	

27.WIRING TO MECHANICAL EQUIPMENT**PROVIDE PHOTO**

Good ()

Needs Repair ()

N/A ()

Comments:

28.ADDITIONAL COMMENTS

SUPPORTING PICTURES

PROPERTY ADDRESS: 4900 LE JEUNE RD, CORAL GABLES, FL 33146

FOLIO: 03-4120-023-2310

OWNER NAME: FLAGAMI LAND CORP

METER ENCLOSURE



MAINS DISCONNECTS

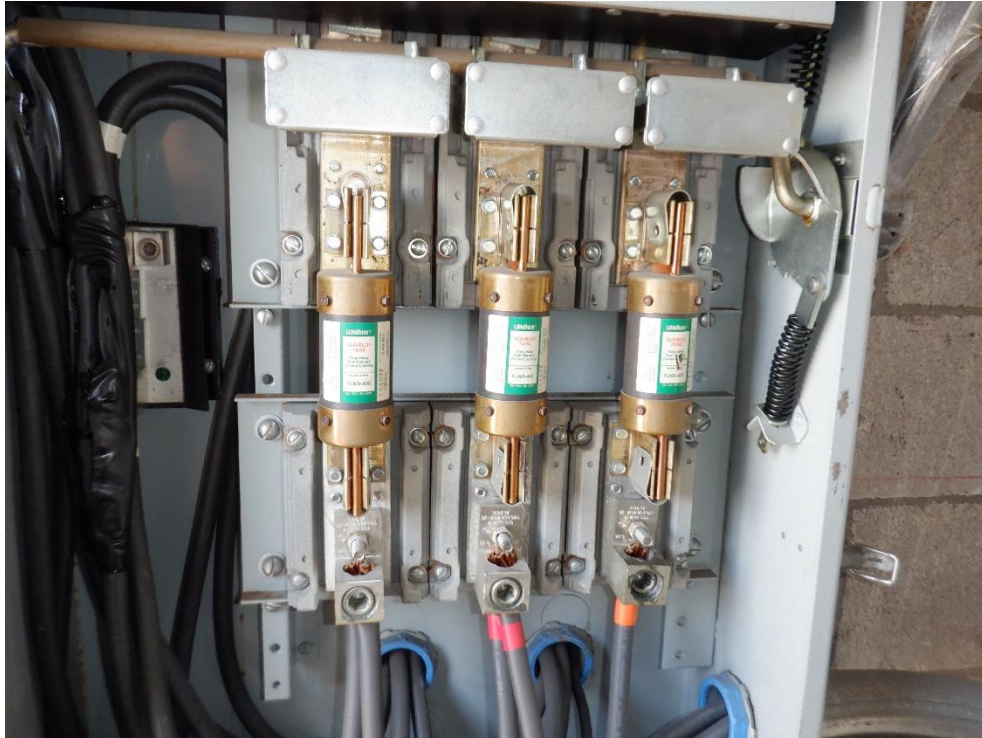


SUPPORTING PICTURES

PROPERTY ADDRESS: 4900 LE JEUNE RD, CORAL GABLES, FL 33146

FOLIO: 03-4120-023-2310

OWNER NAME: FLAGAMI LAND CORP



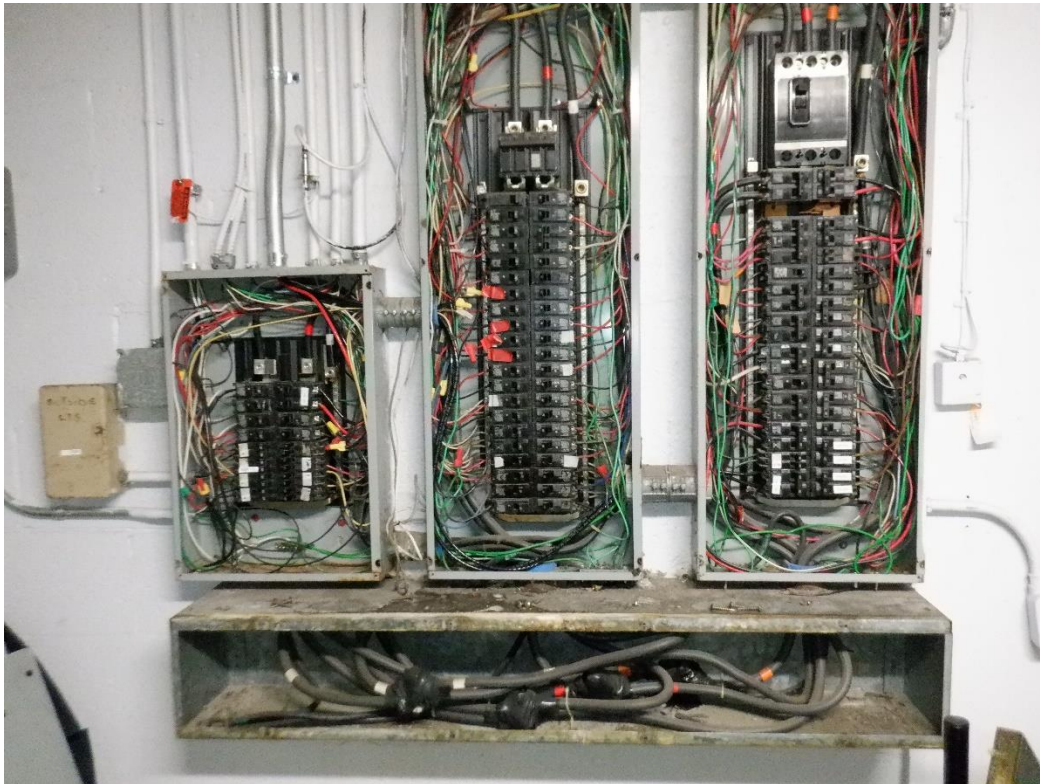
INSIDE EELECTRICAL ROOM



MAIN STORAGE UNIT



CONVENIENCE STORE ELECTRICAL DISTRIBUTION



ELECTRICAL GROUND



PANELS GROUNDED



PANELS SCHEDULE



EXIT/ EMERGENCY LIGHTS



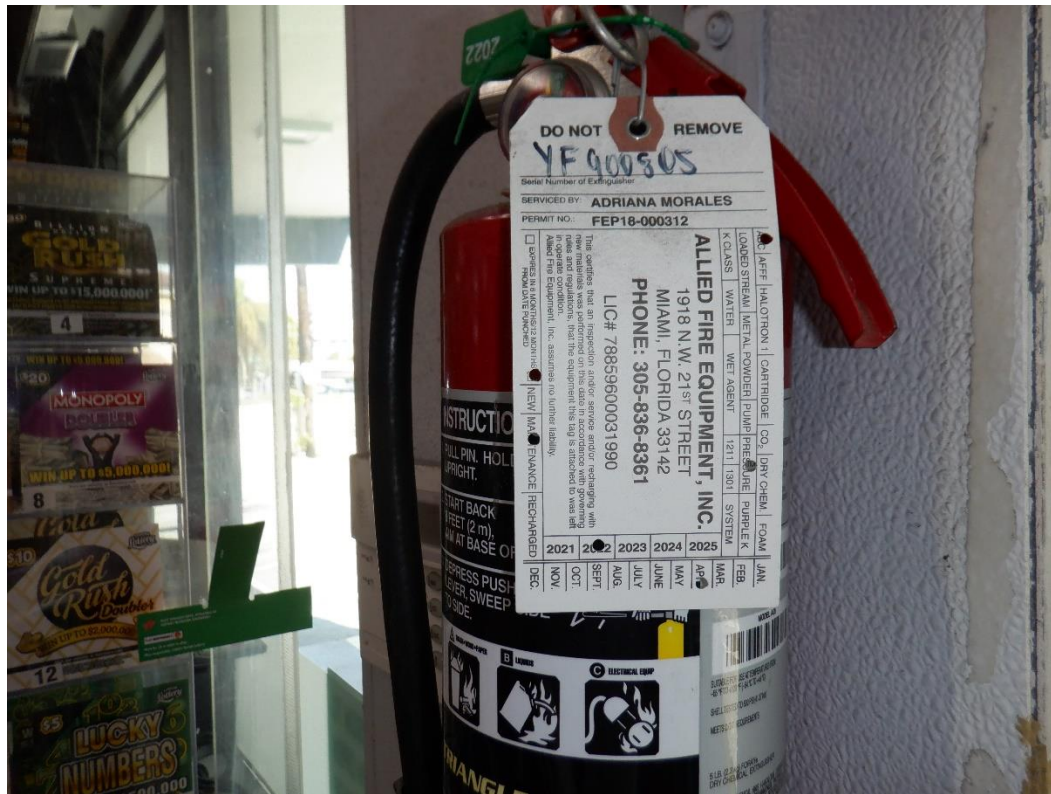
SUPPORTING PICTURES

PROPERTY ADDRESS: 4900 LE JEUNE RD, CORAL GABLES, FL 33146

FOLIO: 03-4120-023-2310

OWNER NAME: FLAGAMI LAND CORP

FIRE EXTINGUISHER





**CERTIFICATION OF COMPLIANCE WITH PARKING LOT ILLUMINATION
STANDARDS IN CHAPTER 8C-3 OF THE CODE OF MIAMI-DADE COUNTY**

Date: _____

Case No. _____ FYear _____

Property Address: _____, Bldg. No.: _____, Sq. Ft.: _____

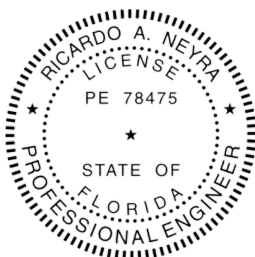
Folio Number: _____

Building Description: _____

1. I am a Florida registered professional ☐ engineer ☐ architect with an active license.
2. On, 20 _____ at _____ ☐ AM ☐ PM, I measured the level of illumination in the parking lot(s) serving the above referenced building.
3. Maximum _____ foot candle
Minimum _____ foot candle
Maximum to Minimum Ratio _____ : _____, foot candle
4. The level of illumination provided in the parking lot ☐ meets ☐ does not meet the minimum standards for the occupancy classification of the building as established in Section 8C-3 of Miami-Dade County Code.

Signature and Seal of Professional

Print Name Engineer or Architect



Date: _____

Building Department

RE: Safety Structural Inspection for Building Recertification (**25** years or older)

Property Address: _____

Folio No. _____ Case No. _____

Owner Name: _____

Dear Building Official:

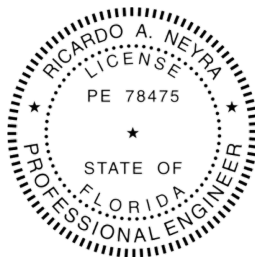
I, _____, with registration in the State of Florida, having performed the required structural inspection for recertification on the above referenced building (_____) on _____, hereby attest to the best of my knowledge, belief and professional judgment, that based on the conditions observed on the date of the inspection:

Destructive tests were not performed.

This structural report contains _____ sheets written data, and _____ sketches.

Should you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,



Engineer: _____ License No.: _____





MINIMUM INSPECTION PROCEDURAL GUIDELINES FOR BUILDING STRUCTURAL RECERTIFICATION

CASE REFERENCE NUMBER:

JURISDICTION NAME:

LICENSEE NAME: _____

TITLE: _____

ADDRESS: _____

SIGNATURE: _____

***Use separate sheets for additional responses by referencing the report number.**

1. DESCRIPTION OF BUILDING

a. Name on Title:

b. Building Street Address:

Bldg. #:

c. Legal Description:

Attached: ☐

d. Owner's Name:

e. Owner's Mailing Address:

f. Folio Number of Property on which Building is Located:

g. Building Code Occupancy Classification:

h. Present Use:

i. General Description of building (overall description, structural systems, special features):

j. Number of Stories:

k. Is this a Threshold Building as per 553.71(12) F.S. (Yes/No):

l. Provide an aerial of the property identifying the building being certified on a separate sheet. Attached: ☐

m. Additional Comments:

n. Additions to original structure:	
o. Total Actual Building Area of all floors:	S.F.

2. INSPECTIONS
a. Date of Notice of Required Inspection:
b. Date(s) of actual inspection:
c. Name, license number, discipline of practice, and qualifications of licensee submitting report:
d. Description of laboratory or other formal testing, if required, rather than manual or visual procedures:
e. Are Any Structural Repairs Required? (YES/NO):
1. If required, describe, and indicate acceptance:
f. Can the building continue to be occupied while recertification and repairs are ongoing? (YES/NO):
1. Explanation/Conditions:
g. Is it recommended that the building be vacated? (YES/NO):
h. Has the property record been researched for violations or unsafe cases? (YES/NO):
1. Explanation/Comments:

3. SUPPORTING DATA

- a. _____ Additional sheets of written data
- b. _____ Photographs provided (where required plus each building elevation)
- c. _____ Drawings or sketches (aerial, site, footprint, etc.)
- d. _____ Test reports

4. FOUNDATION

a. Describe the building foundation:

b. Is wood in contact or near soil? (Yes/No):

c. Signs of differential settlement? (Yes/No):

d. Describe any cracks or separation in the walls, columns, or beams that signal differential settlement:

PROVIDE PHOTO

e. Is water drained away from the foundation? (Yes/No):

f. Is there additional sub-soil investigation required? (Yes/No):

1. Describe:

5. PRESENT CONDITION OF OVERALL STRUCTURE

a. General alignment: (Note: good, fair, poor, explain if significant)

PROVIDE PHOTO

1. Bulging:

2. Settlement:

3. Deflections:

4. Expansion:

5. Contraction:

b. Portion showing distress: (Note, beams, columns, structural walls, floor, roofs, other)	PROVIDE PHOTO
c. Surface conditions: Describe general conditions of finishes, cracking, spalling, peeling, signs of moisture penetration and stains.	PROVIDE PHOTO
d. Cracks: Note location in significant members. Identify crack size as HAIRLINE if barely discernible; FINE if less than 1 mm in width; MEDIUM if between 1- and 2-mm width; WIDE if over 2 mm.	PROVIDE PHOTO
e. General extent of deterioration: Cracking or spalling of concrete or masonry, oxidation of metals; rot or borer attack in wood.	PROVIDE PHOTO
f. Previous patching or repairs (Provide description and identify location):	PROVIDE PHOTO
g. Nature of present loading: (Indicate residential, commercial, storage, other - estimate magnitude for each level)	
h. Signs of overloading? (Yes/No):	
1. Describe:	

6. MASONRY BEARING WALL: (Indicate good, fair, poor on appropriate lines)		PROVIDE PHOTO
a. Concrete masonry units:		
b. Clay tile or terra cotta units:		
c. Reinforced concrete tie columns:		
d. Reinforced concrete tie beams:		
e. Lintel:		
f. Other type bond beams:		PROVIDE PHOTO
g. Exterior masonry finishes (choose those that apply):		
1. Stucco:		
2. Veneer:		
3. Paint only:		
4. Other (describe):		
h. Interior masonry finishes (choose those that apply):		PROVIDE PHOTO
1. Vapor barrier:		
2. Furring and plaster:		
3. Paneling:		
4. Paint only:		
5. Other (describe):		
i. Cracks:		PROVIDE PHOTO
1. Location (note beams, columns, other):		
2. Description:		
j. Spalling		PROVIDE PHOTO
1. Location (note beams, columns, other):		
2. Description:		

k. Rebar corrosion (indicate on lines 1-4):	PROVIDE PHOTO
1. None visible:	
2. Minor (patching will suffice):	
3. Significant (but patching will suffice):	
4. Significant (structural repairs required)	
l. Samples chipped out for examination in spalled areas (Yes/No):	
1. Yes – describe color, texture, aggregate, general quality:	

7. FLOOR AND ROOF SYSTEM	
a. Roof (Must provide)	
1. Describe (roof shape, type roof covering, type roof deck, framing system, condition):	PROVIDE PHOTO
2. Note water tanks, cooling towers, air conditioning equipment, signs, other heavy equipment and condition of supports:	PROVIDE PHOTO
3. Describe roof drainage system, main and overflow, and indicate condition:	PROVIDE PHOTO
4. Describe parapet build and current conditions:	PROVIDE PHOTO
5. Describe mansard build and current conditions:	PROVIDE PHOTO

6. Describe roofing membrane/covering and current conditions:	PROVIDE PHOTO
7. Describe any roof framing member with obvious overloading, overstress, deterioration or excessive deflection:	PROVIDE PHOTO
8. Note any expansion joints and condition:	PROVIDE PHOTO
b. Floor system(s):	
1. Describe the floor system at each level, framing, material, typical spans and indicate condition:	PROVIDE PHOTO
2. Balconies: Indicate location, framing system, material, and condition:	PROVIDE PHOTO
3. Stairs and escalators: indicate location, framing system, material, and condition:	PROVIDE PHOTO
4. Ramps: indicate location, framing type, material, and condition:	PROVIDE PHOTO
5. Guardrails: describe type, material, and condition:	PROVIDE PHOTO
c. Inspection – note exposed areas available for inspection, and where it was found necessary to open ceilings, etc. for inspection of typical framing members.	

8. STEEL FRAMING SYSTEM

a. Description of system at each level:

PROVIDE PHOTO

b. Steel members: describe condition of paint and degree of corrosion:

PROVIDE PHOTO

c. Steel connections: describe type and condition:

PROVIDE PHOTO

d. Concrete or other fireproofing: note any cracking or spalling of encased member and note where any covering was removed for inspection:

PROVIDE PHOTO

e. Identify any steel framing member with obvious overloading, overstress, deterioration, or excessive deflection (provide location):

PROVIDE PHOTO

f. Elevator sheave beams and connections, and machine floor beams: note condition:

PROVIDE PHOTO

9. CONCRETE FRAMING SYSTEM

a. Full description of concrete structural framing system:

PROVIDE PHOTO

b. Cracking

1. Significant or Not significant:

2. Location and description of members affected and type cracking:

c. General condition	
d. Rebar corrosion – check appropriate line	
1. None visible: <input type="checkbox"/>	
2. Location and description of members affected and type cracking:	PROVIDE PHOTO
3. Significant but patching will suffice:	PROVIDE PHOTO
4. Significant: structural repairs required (describe):	PROVIDE PHOTO
e. Samples chipped out in spall areas:	
1. No: <input type="checkbox"/>	PROVIDE PHOTO
2. Yes, describe color, texture, aggregate, general quality:	
f. Identify any concrete framing member with obvious overloading, overstress, deterioration, or excessive deflection:	
PROVIDE PHOTO	

10. WINDOWS, STOREFRONTS, CURTAINWALLS AND EXTERIOR DOORS	
a. Windows/Storefronts/Curtainwalls	PROVIDE PHOTO
1. Type (Wood, steel, aluminum, vinyl, jalousie, single hung, double hung, casement, awning, pivoted, fixed, other):	
2. Anchorage: type and condition of fasteners and latches:	

3. Sealant: type and condition of perimeter sealant and at mullions:	
4. Interiors seals: type and condition at operable vents:	
5. General condition:	
6. Describe any repairs needed:	
b. Structural Glazing on the exterior envelope of Threshold Buildings (Yes/No):	
1. Previous Inspection Date:	
2. Description of Curtain Wall Structural Glazing and adhesive sealant:	
3. Describe Condition of System:	
c. Exterior Doors	PROVIDE PHOTO
1. Type (Wood, Steel, Aluminum, Sliding Glass Door, other):	
2. Anchorage: type and condition of fasteners and latches:	
3. Sealant: type and condition of sealant:	

4. General condition:
5. Describe any repairs needed:

11. WOOD FRAMING	
a. Fully describe wood framing system:	PROVIDE PHOTO
b. Indicate the condition of the following:	PROVIDE PHOTO
1. Walls:	
2. Floors:	
3. Roof member, roof trusses:	
c. Note metal connectors (i.e., angles, plates, bolts, split pintles, other, and note condition):	PROVIDE PHOTO
d. Joints: note if well fitted and still closed:	PROVIDE PHOTO

e. Drainage: note accumulations of moisture	PROVIDE PHOTO
f. Ventilation: note any concealed spaces not ventilated:	PROVIDE PHOTO
g. Note any concealed spaces opened for inspection:	PROVIDE PHOTO
h. Identify any wood framing member with obvious overloading, overstress, deterioration, or excessing deflection):	PROVIDE PHOTO

12. BUILDING FAÇADE INSPECTION (Threshold Buildings)	PROVIDE PHOTO
a. Identify and describe the exterior walls and appurtenances on all sides of the building. (Cladding type, corbels, precast appliques, etc.)	
b. Identify the attachment type of each appurtenance type (mechanically attached or adhered):	
c. Indicate the condition of each appurtenance (distress, settlement, splitting, bulging, cracking, loosening of metal anchors and supports, water entry, movement of lintel or shelf angles, or other defects):	

13. SPECIAL OR UNUSUAL FEATURES IN THE BUILDING	PROVIDE PHOTO
a. Identify and describe any special or unusual feature (i.e. cable suspended structures, tensile fabric roof, large sculptures, chimneys, porte-cochere, retaining walls, seawalls, etc.)	
b. Indicate condition of the special feature, its supports, and connections:	

SUPPORTING PICTURES

PROPERTY ADDRESS: 4900 LE JEUNE RD, CORAL GABLES, FL 33146

FOLIO: 03-4120-023-2310

OWNER NAME: FLAGAMI LAND CORP

PROPERTY APPRAISAL RECORD

PROPERTY INFORMATION ⓘ	
Folio: 03-4120-023-2310	
Sub-Division: CORAL GABLES RIVIERA SEC PT 2 REV PB 28-18	
Property Address 4900 LE JEUNE RD	
Owner FLAGAMI LAND CORP	
Mailing Address 1553 SAN IGNACIO AVE CORAL GABLES, FL 33146-3006	
PA Primary Zone 6100 COMMERCIAL - NEIGHBORHOOD	
Primary Land Use 1111 STORE : RETAIL OUTLET	
Beds / Baths / Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	5,390 Sq.Ft
Living Area	5,390 Sq.Ft
Adjusted Area	4,430 Sq.Ft
Lot Size	13,312 Sq.Ft
Year Built	1963



SUPPORTING PICTURES

PROPERTY ADDRESS: 4900 LE JEUNE RD, CORAL GABLES, FL 33146

FOLIO: 03-4120-023-2310

OWNER NAME: FLAGAMI LAND CORP

FRONT ELEVATION VIEW



NORTH WEST (ALLEY) VIEW

SUPPORTING PICTURES

PROPERTY ADDRESS: 4900 LE JEUNE RD, CORAL GABLES, FL 33146

FOLIO: 03-4120-023-2310

OWNER NAME: FLAGAMI LAND CORP



SUPPORTING PICTURES

PROPERTY ADDRESS: 4900 LE JEUNE RD, CORAL GABLES, FL 33146

FOLIO: 03-4120-023-2310

OWNER NAME: FLAGAMI LAND CORP

SOUTH ELEVATION



AERIAL VIEW AND ROOF CONDITION



SUPPORTING PICTURES

PROPERTY ADDRESS: 4900 LE JEUNE RD, CORAL GABLES, FL 33146

FOLIO: 03-4120-023-2310

OWNER NAME: FLAGAMI LAND CORP

FIXEED WINDOWS AND DOORS



STEEL BEAMS



SUPPORTING PICTURES

PROPERTY ADDRESS: 4900 LE JEUNE RD, CORAL GABLES, FL 33146

FOLIO: 03-4120-023-2310

OWNER NAME: FLAGAMI LAND CORP

ROOF FRAMING AND DECK



ELECTRICAL SERVICE ENTRANCE



Date: _____

Building Department

RE: Safety Thermography Level II Inspection for Building Recertification (25 years or older)

Property Address: _____

Folio No. _____ Case Number: _____

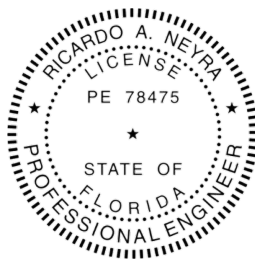
Owner Name: _____

Dear Building Official:

I, **RICARDO A. NEYRA, P.E.** with registration in the State of Florida, having performed the required Electrical Thermography Level II inspection for recertification for above referenced building located at (_____) on _____, hereby attest to the best of my knowledge, belief and professional judgment, that based on the conditions observed on the date of the inspection on the report produced by a Level II Certified Thermographer named in the certificate:

Should you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,



If this item has been digitally signed and sealed by RICARDO A. NEYRA, P.E. (Certificate Issuer: GLOBALSIGN GCC R6 AATL CA 2020), on the date adjacent to the seal, printed copies of this document is not considered signed and sealed and the signature must be verified on any electronic copies.

Engineer: RICARDO A. NEYRA License No.: 78475



Miami Engineering & Inspections Inc.
State of Florida Registry - CA #30641
5900 NW 7 ST MIAMI, FL 33126
(305) 905-9601
mei@meinspections.com
<https://meinspections.com>

Disclaimer, Exclusion, Limitations, Requirements

Thermographer was NOT responsible for electrical systems operating at less than 40% of their nominal load.

Big disconnects, switchgears, might count as more than one piece according to the amount of cover and spacing between electrical parts/contacts.

Meter Centers are OUT of the scope of the inspection unless Client secures access with the Utility Company. AC disconnects are OUT of the scope of the inspection unless expressly requested by the Client.

Bathrooms small exhaust fans are OUT of the scope of the inspection unless expressly requested by the Client.

Equipment on the roof or located higher than 5 feet on a wall, is OUT of the scope of the inspection, unless a proper OSHA compliant ladder is provided (two leg ladder in case of equipment located on a wall).

Removal and re-installation of covers was OUT of the scope of the inspection.

Client should be PRESENT at the time of the inspection to authorize power off the service, in case that is needed to remove a cover, otherwise that equipment will NOT be inspected. The equipment might fail when restarting the service, that is NOT our responsibility and repairs are OUT of our scope.

Thermographer will ONLY re-inspect when a thermal issue was found or when a new scan will be required because due to repairs, contacts in the equipment were altered.

The possible causes and recommendations, if any stated in this thermography report, were based only on the observable conditions. The licensed electrical contractor hired by the Client will be responsible to find the real causes of the problems and provide proper repairs confirming that issues have been corrected before re-inspection.

Thermographer is NOT responsible for repairs and/or for possible subsequent re-inspections if issues were not totally resolved.

Due to the conditions of the loads and other factors, the infrared thermography inspection report depicted here is NOT covered by professional liability.

Inspection is only valid for 180 days from the time of the initial inspection. Please request a re-inspection within that time frame. After 180 days, from the initial inspection, the Thermographer / Engineer will have NO responsibility and NO obligation to reinspect. At the desire of the Engineer, fees and conditions might be discussed for a "possible" re-inspection or new inspection. If parties do not agree with the fee and conditions, Client will need to hire other Professionals.

Signature and seal in this report is ONLY STRICTLY limited to thermal problems found at the time of the inspection.

Even if other problems could be found, our inspection was NOT in charge of covering those issues. We have NO responsibility or liability for other issues that might be present in the electrical system.

If other issues were discovered, beyond the thermal problems, the Engineer of Records for the Electrical Recertification Inspection and the Owner, were properly informed about the problems and the need of repairs, but that part of the inspection is OUT of my scope.

The Engineer signing and sealing this report will NOT report any other problem not directly related with a thermal problem, like double taps, corrosion, improper wiring, exposed cables, improper size of conductors and branch circuit breakers and fuses, improper color of conductors, improper junctions between grounding and neutral cables, etc.



Certificate of Completion


Be it known to all that

Ricardo Neyra

has been certified to have successfully completed
a comprehensive thirty-four hour course of study in

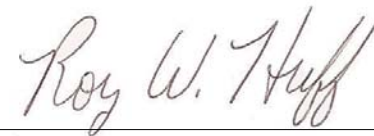
Thermal/Infrared Thermography, Level II

presented by Snell Infrared, and
conforming to the guidelines of
the American Society for Nondestructive Testing
(ASNT) *SNT-TC-1A (2011)*



Jim Fritz
CEO & President

July 2022



Roy Huff
ASNT T/IRT Level III #81115

Certificate Number:220701-2

TABLE 100.18

**Thermographic Survey
Suggested Actions Based on Temperature Rise**

Temperature difference (ΔT) based on comparisons between similar components under similar loading.	Temperature difference (ΔT) based upon comparisons between component and ambient air temperatures.	Recommended Action
1° C – 3° C (1.8°F - 5.4°F)*	1° C – 10° C (1.8°F - 18°F)*	Possible deficiency; warrants investigation
4° C – 15° C (5.5°F - 27°F)*	11° C – 20° C (18.1°F - 36°F)*	Indicates probable deficiency; repair as time permits
-----	21° C – 40° C (36.1°F - 72°F)*	Monitor until corrective measures can be accomplished
>15° C (>27°F)*	>40° C (>72°F)*	Major discrepancy; repair immediately

Temperature specifications vary depending on the exact type of equipment. Even in the same class of equipment (i.e., cables) there are various temperature ratings. Heating is generally related to the square of the current; therefore, the load current will have a major impact on ΔT . In the absence of consensus standards for ΔT , the values in this table will provide reasonable guidelines.

An alternative method of evaluation is the standards-based temperature rating system as discussed in Section 8.9.2, Conducting an IR Thermographic Inspection, *Electrical Power Systems Maintenance and Testing* by Paul Gill, PE, 1998.

It is a necessary and valid requirement that the person performing the electrical inspection be thoroughly trained and experienced concerning the apparatus and systems being evaluated as well as knowledgeable of thermographic methodology.





ELECTRICAL INFRARED THERMOGRAPHY INSPECTION

LIST OF EQUIPMENTS INSPECTED

Total of equipment inspected, as approved by the client: 6

EQUIPMENT	LOCATION	SIGNIFICANT
Main disconnect 400A, PB	Exterior Electrical meter	NO
ELECTRICAL GUTTER	Exterior Electrical meter	NO
ELECTRICAL GROUND POINT	Exterior Electrical meter	NO
Panel LP	Inside	YES
Panel PP1	Inside	YES
Panel PP2	Inside	YES

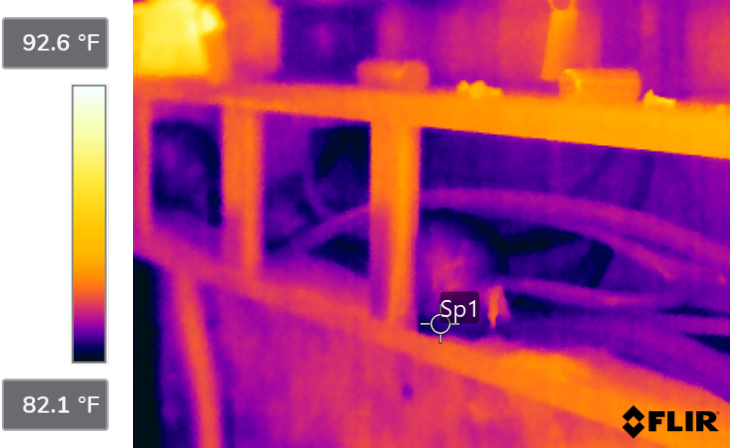
MIAMI ENGINEERING AND INSPECTIONS INC

5900 NW 7 ST, MIAMI, FL 33126

PH: 305-905-9601; FAX 786-703-8774

WWW.MEINSPECTIONS.COM : MEI@MEINSPECTIONS.COM

Gutter electrical room



FLIR1259.jpg



78520870

Parameters

Emissivity	0.95
Distance	1.09 m
Reflected temp.	88.0 °F
Atmospheric temp.	88.0 °F
Relative humidity	73.0%
Ext. optics temp.	68.0 °F
Ext. optics trans.	1.00

Measurements

Sp1	82.8 °F
-----	---------

File information

File name	FLIR1259.jpg
File size	534 KB
Width	320
Height	240
Minimum temp.	81.8 °F
Maximum temp.	90.8 °F

Camera information

Camera model	FLIR E76
Lens	FOL18
Camera serial	78520870
Filter	
Range max.	248.0 °F
Range min.	-4.0 °F
Field of view	23.50

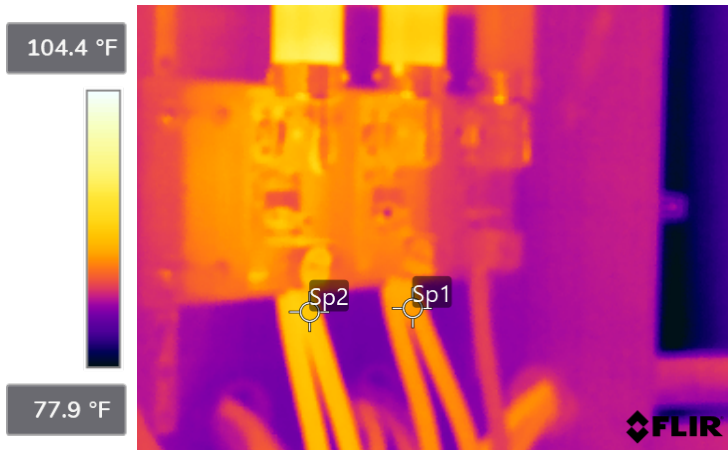
Geolocation

Coordinates	
Compass degrees	

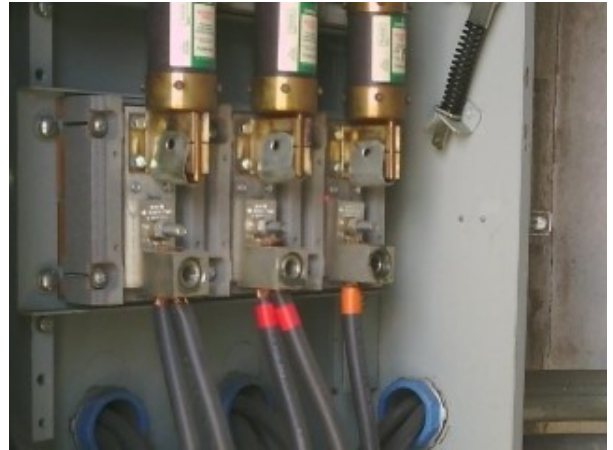
Isotherms

No thermal anomaly

Main fuse 400Amp



FLIR1260.jpg



78520870

Parameters

Emissivity	0.95
Distance	1.19 m
Reflected temp.	88.0 °F
Atmospheric temp.	88.0 °F
Relative humidity	73.0%
Ext. optics temp.	68.0 °F
Ext. optics trans.	1.00

File information

File name	FLIR1260.jpg
File size	559 KB
Width	320
Height	240
Minimum temp.	77.6 °F
Maximum temp.	96.6 °F

Camera information

Camera model	FLIR E76
Lens	FOL18
Camera serial	78520870
Filter	
Range max.	248.0 °F
Range min.	-4.0 °F
Field of view	23.50

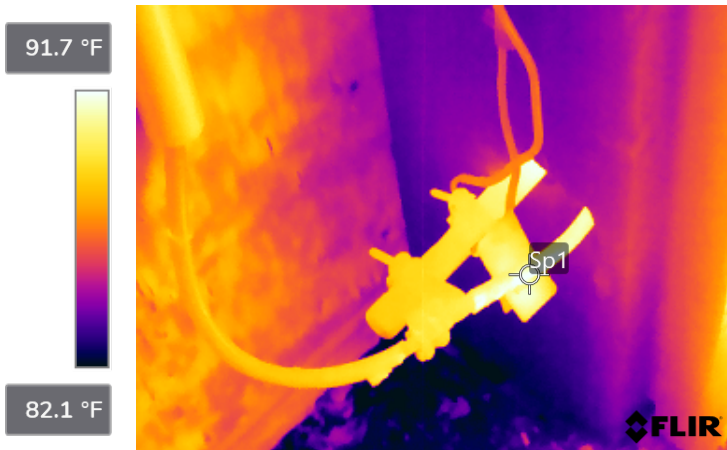
Measurements

Sp2	91.0 °F
Sp1	88.9 °F

Geolocation

Coordinates	
Compass degrees	

No thermal anomaly



FLIR1262.jpg

Electrical ground



78520870

Parameters

Emissivity	0.95
Distance	0.91 m
Reflected temp.	88.0 °F
Atmospheric temp.	88.0 °F
Relative humidity	73.0%
Ext. optics temp.	68.0 °F
Ext. optics trans.	1.00

File information

File name	FLIR1262.jpg
File size	578 KB
Width	320
Height	240
Minimum temp.	81.6 °F
Maximum temp.	92.9 °F

Camera information

Camera model	FLIR E76
Lens	FOL18
Camera serial	78520870
Filter	
Range max.	248.0 °F
Range min.	-4.0 °F
Field of view	23.50

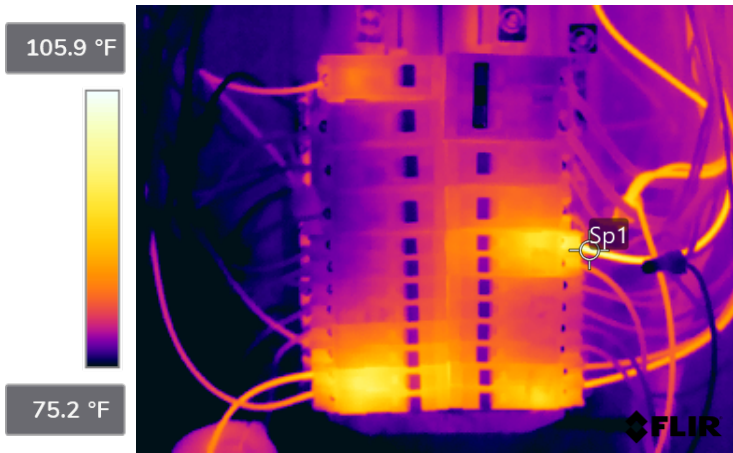
Measurements

Sp1	91.7 °F
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Geolocation

Coordinates	25°43'32.6"N 80°15'42.9"W
Compass degrees	

No thermal anomaly



FLIR1380.jpg



78520870

Parameters

Emissivity	0.95
Distance	0.83 m
Reflected temp.	88.0 °F
Atmospheric temp.	88.0 °F
Relative humidity	73.0%
Ext. optics temp.	68.0 °F
Ext. optics trans.	1.00

Measurements

Sp1	102.8 °F
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File information

File name	FLIR1380.jpg
File size	782 KB
Width	320
Height	240
Minimum temp.	69.1 °F
Maximum temp.	103.3 °F

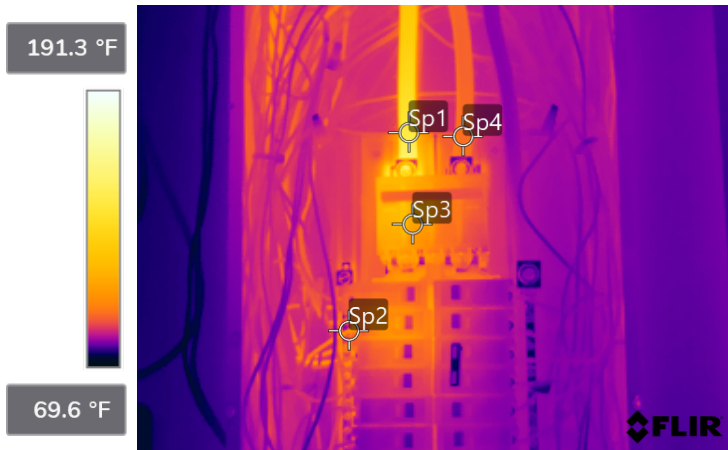
Geolocation

Coordinates	25°43'32.0"N 80°15'43.2"W
Compass degrees	

Camera information

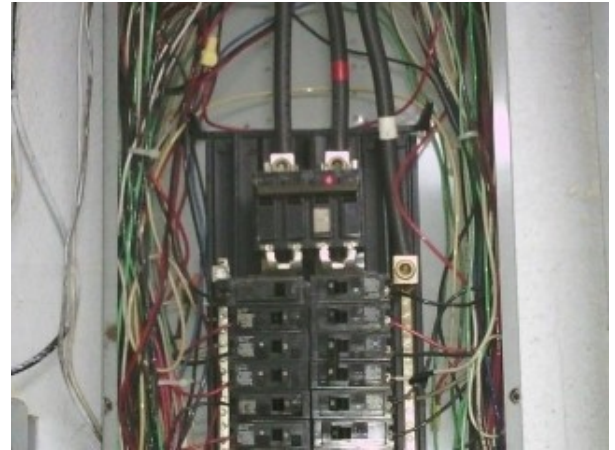
Camera model	FLIR E76
Lens	FOL18
Camera serial	78520870
Filter	
Range max.	248.0 °F
Range min.	-4.0 °F
Field of view	23.50

Overheat wires CB 10a



FLIR1381.jpg

Panel PP1



78520870

Parameters

Emissivity	0.95
Distance	1.32 m
Reflected temp.	88.0 °F
Atmospheric temp.	88.0 °F
Relative humidity	73.0%
Ext. optics temp.	68.0 °F
Ext. optics trans.	1.00

File information

File name	FLIR1381.jpg
File size	1057 KB
Width	320
Height	240
Minimum temp.	74.1 °F
Maximum temp.	158.9 °F

Camera information

Camera model	FLIR E76
Lens	FOL18
Camera serial	78520870
Filter	
Range max.	248.0 °F
Range min.	-4.0 °F
Field of view	23.50

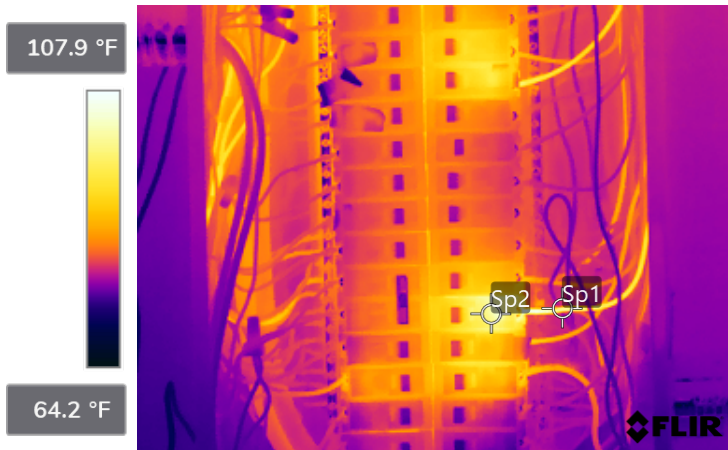
Measurements

Sp1	149.0 °F
Sp2	106.2 °F
Sp3	113.8 °F
Sp4	98.1 °F

Geolocation

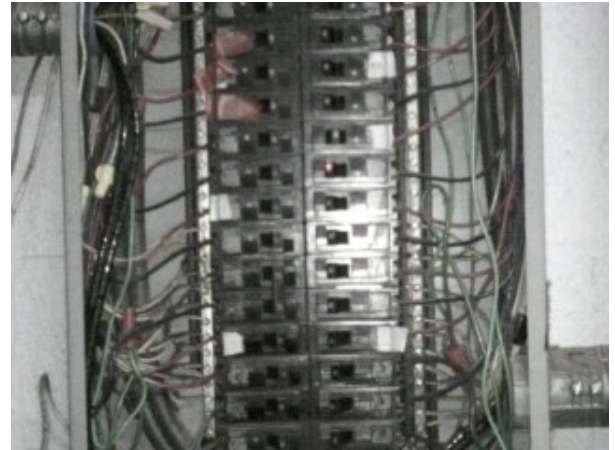
Coordinates	25°43'31.9"N 80°15'43.3"W
Compass degrees	

Overheat feeder L1



FLIR1382.jpg

Panel PP1



78520870

Parameters

Emissivity	0.95
Distance	1.09 m
Reflected temp.	88.0 °F
Atmospheric temp.	88.0 °F
Relative humidity	73.0%
Ext. optics temp.	68.0 °F
Ext. optics trans.	1.00

File information

File name	FLIR1382.jpg
File size	838 KB
Width	320
Height	240
Minimum temp.	67.5 °F
Maximum temp.	110.5 °F

Camera information

Camera model	FLIR E76
Lens	FOL18
Camera serial	78520870
Filter	
Range max.	248.0 °F
Range min.	-4.0 °F
Field of view	23.50

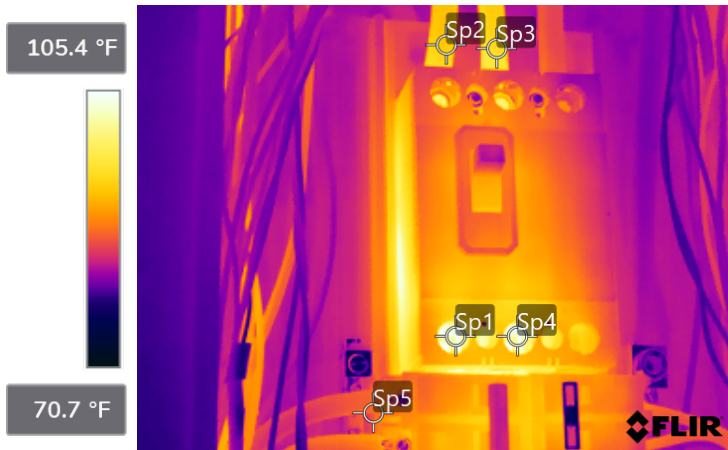
Measurements

Sp2	101.7 °F
Sp1	99.6 °F

Geolocation

Coordinates	25°43'31.8"N 80°15'43.2"W
Compass degrees	

Overheat wires PP1 CB 34



FLIR1383.jpg

Main PP2



78520870

Parameters

Emissivity	0.95
Distance	0.83 m
Reflected temp.	88.0 °F
Atmospheric temp.	88.0 °F
Relative humidity	73.0%
Ext. optics temp.	68.0 °F
Ext. optics trans.	1.00

File information

File name	FLIR1383.jpg
File size	741 KB
Width	320
Height	240
Minimum temp.	76.2 °F
Maximum temp.	107.4 °F

Camera information

Camera model	FLIR E76
Lens	FOL18
Camera serial	78520870
Filter	
Range max.	248.0 °F
Range min.	-4.0 °F
Field of view	23.50

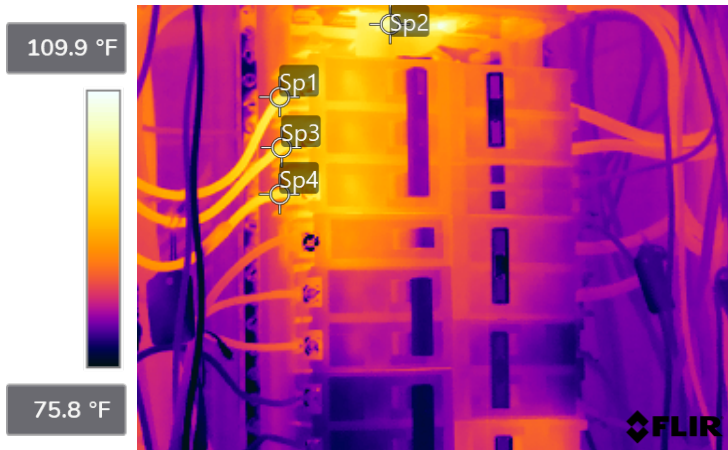
Measurements

Sp4	102.9 °F
Sp5	88.1 °F
Sp2	93.8 °F
Sp3	95.4 °F
Sp1	103.1 °F

Geolocation

Coordinates	25°43'32.0"N 80°15'43.2"W
Compass degrees	

Overheat contact PP2 main disconnect



FLIR1384.jpg

Panel PP2



78520870

Parameters

Emissivity	0.95
Distance	0.71 m
Reflected temp.	88.0 °F
Atmospheric temp.	88.0 °F
Relative humidity	73.0%
Ext. optics temp.	68.0 °F
Ext. optics trans.	1.00

File information

File name	FLIR1384.jpg
File size	833 KB
Width	320
Height	240
Minimum temp.	70.4 °F
Maximum temp.	108.9 °F

Camera information

Camera model	FLIR E76
Lens	FOL18
Camera serial	78520870
Filter	
Range max.	248.0 °F
Range min.	-4.0 °F
Field of view	23.50

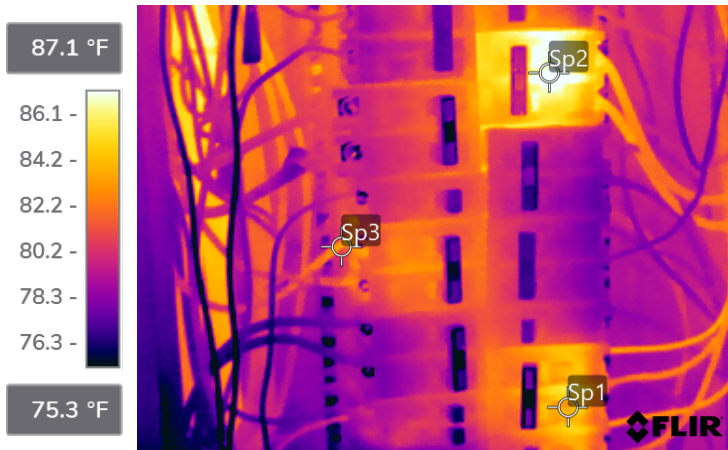
Measurements

Sp4	99.5 °F
Sp2	104.9 °F
Sp3	100.0 °F
Sp1	100.3 °F

Geolocation

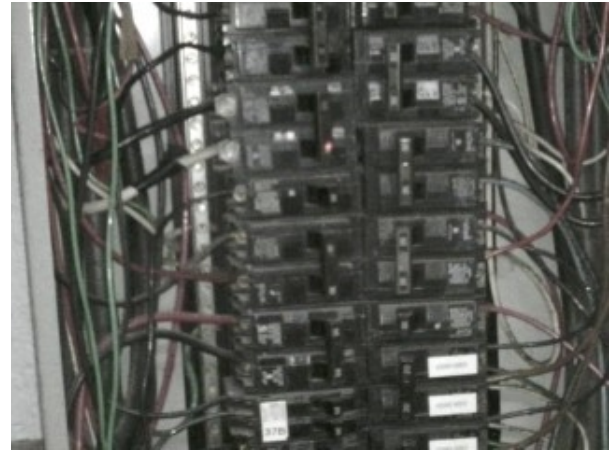
Coordinates	25°43'31.9"N 80°15'43.2"W
Compass degrees	

Overheat connection in main



FLIR1385.jpg

Panel PP2 Bottom



78520870

Parameters

Emissivity	0.95
Distance	0.81 m
Reflected temp.	88.0 °F
Atmospheric temp.	88.0 °F
Relative humidity	73.0%
Ext. optics temp.	68.0 °F
Ext. optics trans.	1.00

File information

File name	FLIR1385.jpg
File size	753 KB
Width	320
Height	240
Minimum temp.	70.5 °F
Maximum temp.	88.3 °F

Camera information

Camera model	FLIR E76
Lens	FOL18
Camera serial	78520870
Filter	
Range max.	248.0 °F
Range min.	-4.0 °F
Field of view	23.50

Measurements

Sp3	83.6 °F
Sp2	87.3 °F
Sp1	83.3 °F

Geolocation

Coordinates	25°43'32.0"N 80°15'43.2"W
Compass degrees	

No thermal anomaly