



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 8/21/2021

Property Information	
Folio:	03-4120-017-1510
Property Address:	4200 LAGUNA ST Coral Gables, FL 33146-1801
Owner	4200 LAGUNA HOLDINGS LLC
Mailing Address	4225 PONCE DE LEON BLVD CORAL GABLES, FL 33146 USA
PA Primary Zone	7100 INDUSTRIAL - LIGHT MFG
Primary Land Use	1913 PROFESSIONAL SERVICE BLDG : OFFICE BUILDING
Beds / Baths / Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	4,970 Sq.Ft
Lot Size	5,000 Sq.Ft
Year Built	1951



Assessment Information			
Year	2021	2020	2019
Land Value	\$1,100,000	\$1,100,000	\$1,100,000
Building Value	\$820,050	\$820,050	\$820,050
XF Value	\$0	\$0	\$0
Market Value	\$1,920,050	\$1,920,050	\$1,920,050
Assessed Value	\$1,920,050	\$1,920,050	\$1,920,050

Benefits Information				
Benefit	Type	2021	2020	2019
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description
CORAL GABLES INDUSTRIAL SEC PB 28-22 LOTS 1 & 2 BLK 9 LOT SIZE 5000 SQUARE FEET OR 16849-3309 0495 6

Taxable Value Information			
	2021	2020	2019
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,920,050	\$1,920,050	\$1,920,050
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,920,050	\$1,920,050	\$1,920,050
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,920,050	\$1,920,050	\$1,920,050
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,920,050	\$1,920,050	\$1,920,050

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
01/07/2016	\$2,600,000	29920-2842	Non-market financing or assumption of lease
04/01/1995	\$480,000	16849-3309	Other disqualified
08/01/1986	\$300,000	13011-0995	Sales which are qualified

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>

Version:

CITY'S

EXHIBIT

1) 4200 Laguna St

<u>Owner (Registered Agent address)</u> 4200 Laguna Holdings, LLC c/o Jennifer Duran Registered Agent 4225 Ponce de Leon Blvd Coral Gables, FL 33146-1826	<u>Owner (Sunbiz mailing address)</u> 4200 Laguna Holdings, LLC P.O. Box 330967 Miami, FL 33233-0967
<u>First Mortgagee (Registered Agent address)</u> 366 Altara, Inc. c/o Lizet V. Fullerton Registered Agent 2214 Granada Blvd Coral Gables, FL 33134-4706	<u>Second Mortgagee (Mortgage address)</u> John Fullerton and Lizet V. Fullerton 2214 Granada Blvd Coral Gables, FL 33134-4706

CITY'S
EXHIBIT

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New Permit Search

Permit Search Results

Permit#:	App. Date	Street Address	Type	Description	Status	Issue Date	Final Date	Fees Due
RC-21-08-8590	08/27/2021	4200 LAGUNA ST	BLDG RECERT / CRB	BUILDING RECERTIFICATION (YEAR BUILT 1951)	pending			0.00
RV-20-11-5441	11/12/2020	4200 LAGUNA ST	REVISION TO PERMIT	ELECTRICAL & MECHANICAL REVISION	final	12/15/2020	12/15/2020	0.00
EL-20-10-6828	10/21/2020	4200 LAGUNA ST	ELEC LOW VOLTAGE SYSTEM	INSTALL DATA CABLES (VIEVE WOMENS WELLNESS) \$5418	issued	10/27/2020		0.00
ZN-20-09-5586	09/18/2020	4200 LAGUNA ST	PORTABLE STORAGE UNIT (POD)	RESIDENTIAL *PORTABLE STORAGE UNIT 130 SQ FT MAX, 7 DAYS MAX	final	09/21/2020	09/30/2020	0.00
PL-20-08-6054	08/03/2020	4200 LAGUNA ST	PLUMB COMMERCIAL / RESIDENTIAL WORK	PLUMBING WORK FOR COMM INTERIOR ALTERATIONS (VIEVE WOMENS WELLNESS) \$192,000	issued	09/08/2020		0.00
PW-20-06-6369	06/09/2020	4200 LAGUNA ST	MISCELLANEOUS PERMIT	SEWER CAPACITY CERTIFICATION LETTER APPLICATION	final	06/09/2020	06/10/2020	0.00
EL-20-06-6043	06/01/2020	4200 LAGUNA ST	ELEC COMMERCIAL / RESIDENTIAL WORK	COMM INTERIOR ALTERATIONS (VIEVE WOMENS WELLNESS)	issued	08/24/2020		0.00
RV-20-05-6633	05/19/2020	4200 LAGUNA ST	REVISION TO PERMIT	REVISION - REDUCED THE SCOPE OF WORK	final	06/03/2020	06/03/2020	0.00
ME-20-02-4598	02/03/2020	4200 LAGUNA ST	MECH COMMERCIAL / RESIDENTIAL WORK	COMM INTERIOR ALTERATIONS (VIEVE WOMENS WELLNESS)	issued	09/10/2020		0.00
UP-20-01-5281	01/30/2020	4200 LAGUNA ST	UPFRONT FEE - THIS IS NOT A PERMIT	UPFRONT FEES FOR BL20015275 COMM INTERIOR ALTERATIONS (VIEVE WOMENS WELLNESS) \$192,000	final	01/30/2020	01/30/2020	0.00
BL-20-01-5275	01/30/2020	4200 LAGUNA ST	INTERIOR ALTERATION ONLY	COMM INTERIOR ALTERATIONS (VIEVE WOMENS WELLNESS) \$192,000	issued	08/17/2020		0.00
PL-19-12-4561	12/20/2019	4200 LAGUNA ST	PLUMB COMMERCIAL / RESIDENTIAL WORK	PLUMBING WORK FOR COMMERCIAL INTERIOR DEMO \$2,000	final	05/05/2020	06/11/2020	0.00
EL-19-12-4529	12/19/2019	4200 LAGUNA ST	ELEC COMMERCIAL / RESIDENTIAL WORK	COMMERCIAL INTERIOR DEMO \$2,000	final	05/05/2020	06/08/2020	0.00
BL-19-12-4470	12/18/2019	4200 LAGUNA ST	DEMOLITION	COMMERCIAL INTERIOR DEMOLITION \$7,500	final	04/01/2020	06/18/2020	0.00
ZN-17-01-0811	01/20/2017	4200 LAGUNA ST	PAINT / RESURFACE FL / CLEAN	COMMERCIAL* PRESSURE CLEAN & PAINTING- WALLS: SW 6070 HERON PLUME(BEIGE)/ACCENTS: SW6074 SPALDING GRAY(LIGHT BROWN)/ WINDOWS FRAME(5) SW	final	01/20/2017	01/26/2017	0.00

CITY'S
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AB-17-01-0729	01/18/2017	4200 LAGUNA ST	BOA COMPLETE (LESS THAN \$75,000)	7020 BLACK FOX(DARK BRONZE) \$3000 COMMERCIAL* PRESSURE CLEAN & PAINTING- WALLS: SW 6070 HERON PLUME(BEIGE)/ ACCENTS: SW6074 SPALDING GRAY(LIGHT BROWN)/ WINDOWS FRAME(5) SW 7020 BLACK FOX(DARK BRONZE) \$3000	final	01/18/2017	01/26/2017	0.00
EL-16-12-6720	12/13/2016	4200 LAGUNA ST	ELEC SIGNS	ILUMMINATED WALL SIGN (LOGO) AND NON ILLUMINATED WALL SIGN (MERRICK MANOR) ALUMINUM LETTERS FONT: CUSTOM	final	01/30/2017	03/30/2017	0.00
BL-16-12-6678	12/12/2016	4200 LAGUNA ST	SIGNS	ILUMMINATED WALL SIGN (LOGO) AND NON ILLUMINATED WALL SIGN (MERRICK MANOR) ALUMINUM LETTERS FONT: CUSTOM \$1,800	final	01/30/2017	03/31/2017	0.00
AB-16-12-6182	12/02/2016	4200 LAGUNA ST	BOA COMPLETE (LESS THAN \$75,000)	COMMERCIAL* REV PERF DATE 01/13/16 (RESPONSE TO COMMENTS) *SIGN (MERRICK MANOR) LOGO ILUMMINATED AND NON ILLUMINATED ALUMINUM LETTERS FONT: CUSTOM \$1,800	final	12/02/2016	03/31/2017	0.00
RV-16-10-6995	10/24/2016	4200 LAGUNA ST	REVISION TO PERMIT	REVISION- ARCHITECTURAL, MECHANICAL, ELECTRICAL, & PLUMBING PAGES	final	11/29/2016	11/29/2016	0.00
PL-16-03-6408	03/17/2016	4200 LAGUNA ST	PLUMB COMMERCIAL / RESIDENTIAL WORK	PLUMBING WORK FOR INTERIOR ALERATION (BUILD OUT)	final	09/12/2016	02/06/2017	0.00
ME-16-03-6392	03/17/2016	4200 LAGUNA ST	MECH COMMERCIAL / RESIDENTIAL WORK	INSTALL NEW A/C UNITS TO BUILDOUT, 19 TONS, DUCTWORK AND VENTILATION.	final	12/06/2016	01/17/2017	0.00
EL-16-03-6355	03/17/2016	4200 LAGUNA ST	ELEC COMMERCIAL / RESIDENTIAL WORK	INTERIOR ALERATION (BUILD OUT) ROOF TOP A/C EQUIPMENT 172 LIGHTS; 32 FEET TRACK LIGHTS; 100 ROUGH OUTLETS 2 COMMERCIAL OUTLETS; 18 TONS A/C AND 400 AMP SERVICE	final	10/12/2016	01/20/2017	0.00
BL-16-03-6144	03/14/2016	4200 LAGUNA ST	INT / EXT ALTERATIONS	INTERIOR ALTERATIONS (BUILD OUT) ROOF TOP A/C EQUIPMENT \$85,000	final	09/07/2016	02/08/2017	0.00
AB-16-03-6075	03/11/2016	4200 LAGUNA ST	BOA PRELIMINARY/MED BONUS/FINAL	**FINAL INTERIOR ALERATION / BUILD OUT \$85000 POSTED 3.17.2016	final	03/11/2016	02/08/2017	0.00
PL-15-10-4450	10/02/2015	4200 LAGUNA ST	PLUMB COMMERCIAL / RESIDENTIAL WORK	PLUMBING WORK FOR COMM INTERIOR DEMO ONLY	final	02/16/2016	02/22/2016	0.00
EL-15-10-4318	10/01/2015	4200 LAGUNA ST	ELEC COMMERCIAL / RESIDENTIAL WORK	COMM INTERIOR DEMO ONLY ELECTRICAL DEMO	final	02/29/2016	03/01/2016	0.00
BL-15-09-5020	09/29/2015	4200 LAGUNA ST	DEMOLITION	COMMERCIAL INTERIOR DEMO ONLY \$8,000	final	11/10/2015	03/02/2016	0.00
CE-15-09-3849	09/04/2015	4200 LAGUNA ST	CODE ENF LIEN SEARCH	LIEN SEARCH	final	09/11/2015	09/11/2015	0.00
ZN-15-04-5502	04/29/2015	4200 LAGUNA ST	DUMPSTER / CONTAINER	ROLL OF CONTAINER (120 FT MAX) \$469.70	final	04/29/2015	04/29/2015	0.00

CE-15-04-5204	04/23/2015	4200 LAGUNA ST	CODE ENF LIEN SEARCH	LIEN SEARCH	final	05/07/2015	05/07/2015	0.00
ZV-15-01-1300	01/29/2015	4200 LAGUNA ST	ZONING LETTER VERIFICATION	ZONING VERIFICATION LETTER	final	01/07/2016	01/07/2016	0.00
CE-15-01-0946	01/22/2015	4200 LAGUNA ST	CODE ENF LIEN SEARCH	LIEN SEARCH	final	02/05/2015	02/05/2015	0.00
CE-14-09-1814	09/04/2014	4200 LAGUNA ST	CODE ENF WARNING PROCESS	WT20578 34-112 CC (GRA) GRAFFITI EXISTS ON THE LAGUNA SIDE OF THE BUILDING. REQUIRES REMOVAL.	final	09/04/2014	09/04/2014	0.00
PS-12-05-8626	05/18/2012	4200 LAGUNA ST	TREE REMOVAL/RELOCATION - PUBLIC SERVICE	REMOVE DEAD OAK TREE	final	05/18/2012	05/18/2012	0.00
BL-11-12-6157	12/16/2011	4200 LAGUNA ST	SIGNS	VINYL WINDOW SIGN (SWEATSHOP) \$30	final	01/30/2012	02/14/2012	0.00
AB-11-12-5868	12/13/2011	4200 LAGUNA ST	BOA COMPLETE (LESS THAN \$75,000)	SIGN (SWEATSHOP) \$30	final	12/13/2011	12/22/2015	0.00
EL-11-09-7351	09/29/2011	4200 LAGUNA ST	ELEC LOW VOLTAGE SYSTEM	ACCESS CONTROL FOR ONE DOOR STRIKE FREE EGRES FAIL SAFE \$2,500	canceled		01/11/2016	0.00
RC-11-09-6394	09/15/2011	4200 LAGUNA ST	BLDG RECERT / CRB	BUILDING RECERTIFICATION	final	09/15/2011	09/15/2011	0.00
BL-11-07-5546	07/01/2011	4200 LAGUNA ST	MISCELLANEOUS WORK	CHANGE OF USE ONLY (NO CONTRUCTION)	final	09/26/2011	02/15/2012	0.00
ME-10-12-3773	12/08/2010	4200 LAGUNA ST	MECH COMMERCIAL / RESIDENTIAL WORK	RAISE EXISTING ROOF MOUNTED EQUIPMENT \$1,000	final	12/08/2010	12/09/2010	0.00
BL-10-11-4316	11/22/2010	4200 LAGUNA ST	ROOF / LIGHT WEIGHT CONC	RE ROOF FLAT ROOF GAF RUBERROID MODIFIED BITUMEN ROOF SYSTEM . \$20,000	final	12/03/2010	02/02/2011	0.00
ZN-10-11-3410	11/09/2010	4200 LAGUNA ST	PAINT / RESURFACE FL / CLEAN	PAINT EXTERIOR WALLS WHITE & TRIM OFF WHITE \$2,500 *****LOCATION AT 366 ALTARA AVE*****	final	11/09/2010	04/28/2011	0.00
CE-09-10-2460	10/08/2009	4200 LAGUNA ST	CODE ENF WARNING PROCESS	WT4799 GRA 105-27 CITY CODE GRAFFITI EXISTS ON WALLS/DOORS OF BUILDING OR SOME OTHER LOCATION ON PREMISES, PROHIBITED.	final	10/08/2009	10/08/2009	0.00
CE-09-06-2478	06/12/2009	4200 LAGUNA ST	CODE ENF WARNING PROCESS	WT2065 GRA 105-27 CITY CODE GRAFFITI EXISTS AT REAR OF PROPERTY, PROHIBITED. (REMOVE)	final	06/12/2009	06/12/2009	0.00

The City's online services are protected with an **SSL encryption certificate**. For technical assistance, please call 305-569-2448 (8am-5pm, M-F).

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Permit Number [BLD8-21-08-0004](#)

Type FBC Building (Commercial)- Signs

Project Name

Status Denied

Main Parcel [0341200171510](#)

Address 4200 LAGUNA ST Coral Gables FL 33146-1801

Description WALL MOUNTED SIGN (1) \$31,150



Applied Date 08/30/2021

Issued Date

Expiration Date

Finalized Date



The City of Coral Gables

Building and Zoning Department

ISO Class 1

CITY HALL 405 BILTMORE WAY
CORAL GABLES, FLORIDA 33134

September 15, 2011

366 Altara, Inc.
366 Altara Avenue
Coral Gables, FL 33146-1400

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

PROPERTY FOLIO: # 03-4120-017-1510

ADDRESS: 4200 Laguna Street, Coral Gables, FL

Dear Property Owner/Manager:

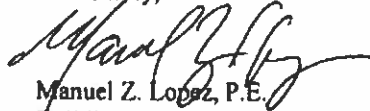
This Office is in receipt of your structural and electrical report stating that the above referenced building has been examined and found to be structurally and electrically safe for its continued occupancy.

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 2011. 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

P.O. BOX 141549 CORAL GABLES, FLORIDA 33114-1549 PHONE (305) 460-5235

CITY'S

EXHIBIT

4



The City of Coral Gables

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

2/8/2021

VIA CERTIFIED MAIL

4200 LAGUNA HOLDINGS LLC
3040 MCDONALD ST
MIAMI, FL 33133

7020 3160 0001 1022 2946

RE: 4200 LAGUNA ST
FOLIO # 341200171510

Notice of Required Inspection For Recertification of 40 Years or Older Building

Dear Property Owner:

Per the Miami-Dade County Property Appraiser's office the above referenced property address is forty (40) years old, or older, having been built in YEAR. In accordance with the Miami-Dade County Code, Chapter 8, Section 8-11(f), a Florida Registered Architect or Professional Engineer 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 letter(s) 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 and 5) Parking Lot Guardrails Requirements Form; no additional documents or photographs are necessary. Note all paperwork submitted must be the original signed and sealed documents (**no copies**). Submittal of the Report does not constitute recertification; it must be **approved** by this Department and the Letter of Recertification must be issued.

Once a completed Report is submitted to this Department and repairs or modifications are found to be necessary, the Building Official is able to grant an extension of one hundred fifty (150) calendar days from the date of this letter to obtain the necessary permits and perform the repairs. The structure will be recertified once a *revised* Report is submitted and approved, and all required permits are closed.

The Architect or Engineer may obtain the required Form, "*Minimum Inspection Procedural Guidelines for Building Recertification*," from the following link: http://www.miamidade.gov/pa/property_recertification.asp. The Recertification Report fee of \$500.00 **and** additional document and filing fees shall be submitted to the Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, Florida, 33134. In order to avoid delays submit in person in order to calculate the fees accordingly.

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; 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.

The completed Report may be submitted Monday through Friday, 7:30am to 3:20pm to this Department. Contact Virginia Goizueta at vgoizueta@coralgables.com if any questions regarding building recertification.

Thank you for your prompt attention to this matter.

Manuel Z. Lopez, P.E.
Building Official

CITY'S

EXHIBIT

5

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Tracking Number: 70203160000110222946

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February 19, 2021

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Product Information



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The City of Coral Gables

7020 3160 0001 1021 7966

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

5/10/2021

4200 LAGUNA HOLDINGS LLC
3040 MCDONALD ST
MIAMI, FL. 33133

RE: 4200 LAGUNA ST
FOLIO # 341200171510

Notice of Required Inspection For Recertification of 40 Years or Older Building – **SECOND NOTICE**

Dear Property Owner:

In a certified letter dated 2/8/2021, 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 licensed architect or engineer within ninety (90) calendar days certifying the structure meets the requirements for recertification provided under the Minimum Inspection Procedural Guidelines for Building 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 letter(s) stating the structure meets the electrical and structural requirements for recertification from a Florida Registered Architect or Professional Engineer that inspects said building, 2) Building Structural Report, 3) Building Electrical Report, 4) Parking Lot Illumination Standards Form and 5) Parking Lot Guardrails Requirements Form; no additional documents or photographs are necessary. Note all paperwork submitted must be the original signed and sealed documents (no copies).

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. The completed Report may be submitted Monday through Friday, 7:30am to 3:20pm to this Department. Contact Virginia Goizueta at vgoizueta@coralgables.com if any questions regarding building recertification.

Please govern yourself accordingly.

Sincerely,

Manuel Z. Lopez, P.E.
Building Official

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Tracking Number: 70203160000110217966

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The City of Coral Gables

7020 3160 0001 1022 0133

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

6/9/2021

4200 LAGUNA HOLDINGS LLC
3040 MCDONALD ST
MIAMI, FL 33133

RE: 4200 LAGUNA ST

FOLIO # 341200171510

Notice of Required Inspection For Recertification of 40 Years or Older Building – FINAL NOTICE

Dear Property Owner:

In a certified letter dated 2/8/2021, this Department notified you the property referenced above requires Building Recertification pursuant to Miami-Dade County Code, Chapter 8, Section 8-11(f). A Second Notice, dated 5/10/2021, informed you it was necessary to submit to this Department a completed Report prepared by a licensed architect or engineer within thirty (30) calendar days certifying the structure meets the requirements for recertification provided under the Minimum Inspection Procedural Guidelines for Building Recertification.

As of this date, the completed Report has not been submitted and the **structure remains unsafe** due to non-compliance. Please be advised the matter will be forwarded to the City's Construction Regulation Board ("Board"); a \$600.00 Administrative Fee will be imposed once the Case is scheduled. The Board may impose additional fines of \$250.00 for each day the violation continues, may also enter an order of revocation of the Certificate of Occupancy and/or demolition and assess all costs of the proceedings along with the cost of demolition and any other required action for which the City shall have a lien against the Property Owner and the Property. The completed Report may be submitted Monday through Friday, 7:30am to 2:30pm to this Department. Contact Virginia Goizueta at vgoizueta@coralgables.com if any questions regarding building recertification.

Please govern yourself accordingly.

Sincerely,

A handwritten signature in black ink, appearing to read "Manuel Z. Lopez".

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



FAQs >

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Tracking Number: 70203160000110220133

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BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 21-2952

vs.

Return receipt number:

4200 Laguna Holdings, LLC
c/o Jennifer Duran
Registered Agent
4225 Ponce de Leon Blvd
Coral Gables, FL 33146-1826
Respondent.

7020 3160 0001 1022 3783

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

Date: August 31, 2021

Re: Property Address: 4200 Laguna St., Coral Gables, FL 33146-1801, Legal Description: Lots 1 & 2 Block 9, Coral Gables Industrial Sec., Plat book 28 page 22 and Folio #: 03-4120-017-1510 ("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 105-186(j)(13) 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 Commission Chambers, City Hall, 405 Biltmore Way, 2nd Florida, Coral Gables, Florida 33134, on September 13, 2021, 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, Secretary to Virginia Goizueta the Board, at City of Coral Gables, Development Services Department, 405 Biltmore Way, 3rd Floor, 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 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 Gotzueta
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.

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.

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 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.

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.

c: 4200 Laguna Holdings, LLC, P.O. Box 330967, Miami, FL 33233-0967; Inversionista Baena, S.A.
C/O Aleman, Cordero, Galindo & Lee Trust, 2do Piso, Torre Swiss Bank, Calle 53 Este, Marbella,
Republica de Panama; Inversionista Baena, S.A., Jose A. Bolanos, Esq., 2121 Ponce de Leon Blvd., Ste.
600, Coral Gables, FL 33134-5222



CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

Case #: 21-2952

Title of Document Posted: Construction Regulation Board, Notice of Unsafe Structure Violation For Failure To Recertify and Notice of Hearing

I, FRANCISCO R. FERNANDEZ, DO HEREBY SWEAR/AFFIRM THAT
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE
ADDRESS OF 4200 Laguna St., ON August 31, 2021 AT 11:28 AM AND WAS ALSO
POSTED AT CITY HALL.

FRANCISCO R. FERNANDEZ
Employee's Printed Name

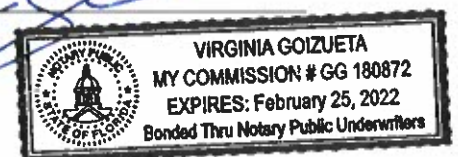
[Signature]
Employee's Signature

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

Sworn to (or affirmed) and subscribed before me by means of X physical presence or online
notarization, this 31 day of August, in the year 2021, by
FRANCISCO R. FERNANDEZ who is personally known to me.

My Commission Expires:

[Signature]
Notary Public







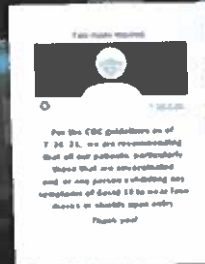
4200



CORAL GABLES
Physical Therapy

(305) 441-5258

www.coralgablespt.com



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

CITY OF CORAL GABLES,
Petitioner,

Case No. 21-2952

vs.

Return receipt number:

4200 Laguna Holdings, LLC
c/o Jennifer Duran
Registered Agent
4225 Ponce de Leon Blvd
Coral Gables, FL 33146-1826
Respondent.

7020 3160 0001 1022 3783

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

Date: August 31, 2021

Re: Property Address: 4200 Laguna St., Coral Gables, FL 33146-1801, Legal Description: Lots 1 & 2
Block 9, Coral Gables Industrial Sec., Plat book 28 page 22 and Folio #. 01-4120-017-1510 ("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 105-186(j)(13) 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 Commission Chambers, City Hall, 405 Biltmore Way, 2nd Florida, Coral Gables, Florida 33134, on September 13, 2021, 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: Secretary to Virginia Goizueta the Board, at City of Coral Gables, Development Services Department, 405 Biltmore Way, 3rd Floor, 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.

Office Depote

**CORPORATION'S
POWER OF ATTORNEY FOR
PUBLIC HEARING**

I THE UNDERSIGNED, do by these presents hereby make, constitute and appoint LESTER GARCIA of the County of MIAMI-DADE and the State of FLORIDA, true and lawful Attorney-in-Fact for me and in my name, place, stead, to sign on my behalf, and do all act necessary, including speak at a public hearing with City of Coral Gables Construction Recreation Board.

Concerning the property described as:

4200 LAGUNA STREET
CORAL GABLES, FL 33144

Granting and giving unto said Attorney-in-Fact, full authority and power to do and perform any and all acts necessary or incident to the performance and execution of the powers herein above expressly granted, with power to do and perform all acts authorized hereby, as fully to all intents and purposes as the grantor might or could do if personally present, with full power of substitution.

Signed, witnessed, executed and acknowledged on this 10 day of SEPTEMBER, 2021

WITNESS:

Signature

Print Name

Signature

Print Name

4200 LAGUNA HOLDINGS, LLC

Name of Corporation

Signature JOSE R. BOSCHETTI, HNKR

Print Name JOSE R. BOSCHETTI, HNKR

Address: 4225 PINE DE LEE BLVD

CORAL GABLES, FL 33144

By

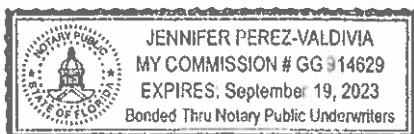
(President/Vice-President of CEO)

[Note: all others require attachment of original corporation resolution of authorization]

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by JOSE R. BOSCHETTI the President of 4200 Laguna Holdings corporation, on behalf of the corporation. He/She is personally known to me or has produced _____, as identification. Witness my signature and official seal this 10 day of September, 2021, in the County of State as aforesaid.



Signature

Printed Name

This instrument prepared by and
after recording return to:
Virginia Goizueta
Secretary to the Construction
Regulation Board
Development Services Department
City of Coral Gables
405 Biltmore Way, 3rd Floor
Coral Gables, FL 33134-5717

BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 21-2952

vs.

4200 Laguna Holdings, LLC
c/o Jennifer Duran
Registered Agent
4225 Ponce de Leon Blvd.
Coral Gables, FL 33146-1826
Respondent.

NOTICE OF ORDER DECLARING STRUCTURE UNSAFE

This cause was brought before the Construction Regulation Board ("Board") of the City of Coral Gables ("City"), on September 13, 2021, on the Notice of Unsafe Structure Violation for Failure to Recertify and Notice of Hearing ("Notice"). The Board, having heard the arguments of the parties and having considered any evidence presented, hereby enters this Order Declaring Structure Unsafe ("Order") and finds, concludes, and orders as follows:

Findings of Fact

1. The City properly served all required notices on the owner, 4200 Laguna Holdings, LLC and any lienholders of record for the structure located on the property at 4200 Laguna St (the "Structure"), and having folio number 03-4120-017-1510, and legally described as Lots 1 & 2 Block 9, Coral Gables Industrial Sec., Plat book 28 page 22.
2. As of the date of this Notice the Structure has failed to comply with the inspection report requirement and minimum inspection procedural guidelines as issued by the Miami-Dade County Board of Rules and Appeals, required by Section 8-11 of the Miami-Dade County Code ("Report"). Therefore, **the Structure is presumed and is hereby declared unsafe** pursuant to Section 105-186(j) (13) 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.

Order

3. It is, therefore, **ORDERED**: The Owner shall take the Required Action as follows: **A.** Submit a letter from a structural Engineer within seven (7) days of the Board's meeting attesting the structure is safe for occupancy. **B.** Submit a Recertification Report prepared by a licensed Architect or Engineer within sixty (60) days of the Board's Order Recertifying the property. **C.** A \$250 daily fine be imposed, if any of these deadlines are not met.
4. *Request for compliance inspection.* It is the responsibility of the Owner to request an inspection of City records and of the Property, as applicable, to determine compliance with this Order and to notify the City of any compliance action taken.
5. *Payment of costs, fines, and demolition by City.* The Owner shall pay, within 7 days of the date of this Order, the City's administrative costs to date of \$600, in addition to the costs of recording this Order. If the Owner does not comply with any of the applicable deadlines above, the Building Official may immediately and without further order from this Board, order that 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 and the City may demolish the Structure. The City may sell as salvage or require the demolition contractor to dispose of the contents of the Structure. In addition, the Owner shall pay a fine of \$250 for each day the violation continues past the date set for compliance, for which the City shall have a lien against the Owner and the Property. The Board may also enter an order of demolition and assess all costs of the proceedings and demolition and other required action for which the City shall have a lien against the Owner and the Property. Until the Structure is recertified in compliance the terms of this Order, the City shall not issue any further development approvals for the Property, including, but not limited to, building permits, unless the development approval is required to comply with the terms of this Order.
6. *Lien for costs and notice to subsequent purchasers.* The City shall have a special assessment lien for its administrative costs, the costs of corrective action, and any fines imposed by the Board, including but not limited to, securing the Structure and demolition ("Costs"), against the real and personal property of the Owner, including the Property. The lien for Costs shall have equal dignity with a lien for taxes. In order to have this lien, the City shall record this Order and an affidavit for any additional Costs, as applicable. Once recorded in the Public Records of Miami-Dade County, Florida, a copy of this Order shall constitute notice to any subsequent purchasers, successors in interest, or assigns, and the findings herein shall be binding upon the Owner and any subsequent purchasers, successors in interest or assigns.
7. City's remedies are cumulative. This Order notwithstanding, the City may enforce its code by any other lawful means.
8. **NOTICE:** If the Respondent does not comply with the terms of this Order, the City may issue a Notice of Non-Compliance ("Notice"). The Respondent may request an administrative hearing that shall be strictly limited to determining whether the Respondent complied with the terms of this Order. Requests for a hearing must be made in writing to Virginia Goizueta, Secretary to the Board, at City of Coral Gables, Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, FL 33134-5717, 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.

Failure to request an administrative hearing within twenty (20) days after service of the Notice shall constitute a waiver of the Respondent's right to the hearing. The Respondent shall be liable for the reasonable costs of the administrative hearing if the Respondent does not prevail at the hearing.

DONE AND ORDERED at the City of Coral Gables, Miami-Dade County, Florida, on this 17 day of September 2021.

CONSTRUCTION REGULATION BOARD
OF THE CITY OF CORAL GABLES


Virginia Goizueta
Secretary to the Board

Notice of Deadline to Appeal

PURSUANT TO SECTION 105-95(6) OF THE CITY CODE, AN APPEAL OF THIS ORDER MAY BE FILED IN THE CIRCUIT COURT IN MIAMI-DADE COUNTY, FLORIDA, WITHIN THIRTY (30) DAYS OF THE FILING OF THIS ORDER.

C: 4200 Laguna Holdings, LLC, P.O. Box 330967, Miami, FL 33233-0967; Inversionista Baena, S.A.
C/O Aleman, Cordero, Galindo & Lee Trust, 2do Piso, Torre Swiss Bank, Calle 53 Este, Marbella,
Republica de Panama; Inversionista Baena, S.A., Jose A. Bolanos, Esq., 2121 Ponce de Leon Blvd., Ste.
600, Coral Gables, FL 33134-5222

This instrument prepared by and
after recording return to:
Virginia Goizueta
Secretary to the Construction
Regulation Board
Development Services Department
City of Coral Gables
405 Biltmore Way, 3rd Floor
Coral Gables, FL 33134-5717

BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 21-2952

vs.

4200 Laguna Holdings, LLC
c/o Jennifer Duran
Registered Agent
4225 Ponce de Leon Blvd.
Coral Gables, FL 33146-1826
Respondent.

NOTICE OF ORDER DECLARING STRUCTURE UNSAFE

This cause was brought before the Construction Regulation Board ("Board") of the City of Coral Gables ("City"), on September 13, 2021, on the Notice of Unsafe Structure Violation for Failure to Recertify and Notice of Hearing ("Notice"). The Board, having heard the arguments of the parties and having considered any evidence presented, hereby enters this Order Declaring Structure Unsafe ("Order") and finds, concludes, and orders as follows:

Findings of Fact

1. The City properly served all required notices on the owner, 4200 Laguna Holdings, LLC and any lienholders of record for the structure located on the property at 4200 Laguna St (the "Structure"), and having folio number 03-4120-017-1510, and legally described as Lots 1 & 2 Block 9, Coral Gables Industrial Sec., Plat book 28 page 22.
2. As of the date of this Notice the Structure has failed to comply with the inspection report requirement and minimum inspection procedural guidelines as issued by the Miami-Dade County Board of Rules and Appeals, required by Section 8-11 of the Miami-Dade County Code ("Report"). Therefore, the Structure is presumed and is hereby declared unsafe pursuant to Section 105-186(j) (13) 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.

Order

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4. *Request for compliance inspection.* It is the responsibility of the Owner to request an inspection of City records and of the Property, as applicable, to determine compliance with this Order and to notify the City of any compliance action taken.
5. *Payment of costs, fines, and demolition by City.* The Owner shall pay, within 7 days of the date of this Order, the City's administrative costs to date of \$600, in addition to the costs of recording this Order. If the Owner does not comply with any of the applicable deadlines above, the Building Official may immediately and without further order from this Board, order that 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 and the City may demolish the Structure. The City may sell as salvage or require the demolition contractor to dispose of the contents of the Structure. In addition, the Owner shall pay a fine of \$250 for each day the violation continues past the date set for compliance, for which the City shall have a lien against the Owner and the Property. The Board may also enter an order of demolition and assess all costs of the proceedings and demolition and other required action for which the City shall have a lien against the Owner and the Property. Until the Structure is recertified in compliance the terms of this Order, the City shall not issue any further development approvals for the Property, including, but not limited to, building permits, unless the development approval is required to comply with the terms of this Order.
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7. *City's remedies are cumulative.* This Order notwithstanding, the City may enforce its code by any other lawful means.
8. **NOTICE:** If the Respondent does not comply with the terms of this Order, the City may issue a Notice of Non-Compliance ("Notice"). The Respondent may request an administrative hearing that shall be strictly limited to determining whether the Respondent complied with the terms of this Order. Requests for a hearing must be made in writing to Virginia Goizueta, Secretary to the Board, at City of Coral Gables, Development Services Department, 405 Biltmore Way, 3rd Floor, Coral Gables, FL 33134-5717, 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.

Failure to request an administrative hearing within twenty (20) days after service of the Notice shall constitute a waiver of the Respondent's right to the hearing. The Respondent shall be liable for the reasonable costs of the administrative hearing if the Respondent does not prevail at the hearing.

DONE AND ORDERED at the City of Coral Gables, Miami-Dade County, Florida, on this 17 day of September 2021.

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



Virginia Gotzueta
Secretary to the Board

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PURSUANT TO SECTION 105-95(6) OF THE CITY CODE, AN APPEAL OF THIS ORDER MAY BE FILED IN THE CIRCUIT COURT IN MIAMI-DADE COUNTY, FLORIDA, WITHIN THIRTY (30) DAYS OF THE FILING OF THIS ORDER.

C: 4200 Laguna Holdings, LLC, P.O. Box 330967, Miami, FL 33233-0967; Inversionista Baena, S.A.
C/O Aleman, Cordero, Galindo & Lee Trust, 2do Piso, Torre Swiss Bank, Calle 53 Este, Marbella,
Republica de Panama; Inversionista Baena, S.A., Jose A. Bolanos, Esq., 2121 Ponce de Leon Blvd., Ste.
600, Coral Gables, FL 33134-5222

Zvonimir T. Belfranin, P.E.
Consulting Structural Engineer

epf 9/17/21

September 16, 2021

Building Official
Building & Zoning
City of Coral Gables
Florida

Re: 4200 Laguna Street
Coral Gables, Florida

Dear Building Official:

In response to the City's request, the building located at 4200 Laguna Street, although not suitable for recertification, it does not pose an immediate threat to life and may continue occupancy until repairs are completed.

Repairs should not exceed 60 days. If more time is needed, a determination on the acceptance of continued occupancy will again be evaluated.

Sincerely,

Zvonimir T. Belfranin, PE
Principal



Goizueta, Virginia

From: Lester Garcia <lgarcia@bfgroupllc.com>
Sent: Thursday, September 16, 2021 2:05 PM
To: Goizueta, Virginia
Subject: FW: Scanned image from MX-3571
Attachments: Sharp@bfgroup_20210916_125001.pdf

Importance: High

CAUTION: External email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Virginia, I had Tom Belfranin inspect the building at 4200 Laguna yesterday and he found no reason why the building could not be occupied while the renovation is completed from BL-20-01-5275. He provided me with the attached signed and sealed letter. Please have Manny review it and let me know if it is acceptable and I will drop off the original one at the city for your records.

Thanks,

Lester

E. LESTER GARCIA
BF GROUP
4225 Ponce de Leon Blvd.
Coral Gables, FL 33146
Main: 305-461-7272, Ext. 322
Direct: 305-461-7251
Mobile: 305-479-8975
Fax: 305-461-7232
lgarcia@bfgroupllc.com

-----Original Message-----

From: konica@bfgroupllc.com <konica@bfgroupllc.com>
Sent: Thursday, September 16, 2021 1:50 PM
To: Lester Garcia <lgarcia@bfgroupllc.com>
Subject: Scanned image from MX-3571

Reply to: Sharp@bfgroup <konica@bfgroupllc.com> Device Name: Not Set Device Model: MX-3571
Location: Not Set

File Format: PDF (Medium)
Resolution: 600dpi x 600dpi

Attached file is scanned image in PDF format.

Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.

Adobe(R)Reader(R) can be downloaded from the following URL:

Adobe, the Adobe logo, Acrobat, the Adobe PDF logo, and Reader are registered trademarks or trademarks of Adobe Systems Incorporated in the United States and other countries.

<http://www.adobe.com/>

At BF Group, we won't ask you for your social security number, bank account or other highly confidential information over email. ***Wire Fraud is Real***. Before wiring ANY money, call the intended recipient at a number you know is valid to confirm the instructions. The information contained in this e-mail message and its attachments may contain privileged and confidential business and legal information. Such information is intended only for the use of the person or persons named above. If you are not the intended recipient of this message, you are hereby notified that any review, dissemination, distribution, duplication or other use of this message and such information is strictly prohibited, and may constitute a violation of law and the rules governing the professional conduct of attorneys. If you are not the intended recipient, you are requested to contact the sender by telephone or by reply e-mail, to delete all electronic copies of the message, and to destroy all hard copies of the message. You may also contact our company e-mail administrator, Jennifer Duran, by telephone at (305) 461-7272, ext. 323, or by email at "jduran@bfgroupllc.com."

EXP. 11/14/21
CRB order

Goizueta, Virginia

From: Lester Garcia <lgarcia@bfgroupllc.com>
Sent: Wednesday, November 3, 2021 4:14 PM
To: Goizueta, Virginia
Cc: Lopez, Manuel
Subject: RE: Scanned image from MX-3571

CAUTION: External email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Virginia,

Per your email below, I am hereby requesting a hearing before the Construction Regulation Board to request an extension on the completion of the required certification. The reasons being the tenant who is currently doing the build out is having delays with material availability and delivery. Something that we are all unfortunately experiencing in the industry nowadays. This being said, please take into consideration that new work is being done especially electrically with new panels, disconnects, etc. which one of the two parts for the certification. This work has been permitted and is being inspected and approved by the city's own electrical inspector which minimizes if not eliminate there would be any deficiencies electrically. As for the structure, the city has been provided with a signed and sealed certificate letter stating the building is safe and sound for on-going occupancy until the certification is complete.

Let me know if you need anything else from us at this time to be scheduled for the CRB hearing in January.

Thanks,

Lester

E. LESTER GARCIA
BF GROUP
4225 Ponce de Leon Blvd.
Coral Gables, FL 33146
Main: 305-461-7272, Ext. 322
Direct: 305-461-7251
Mobile: 305-479-8975
Fax: 305-461-7232
lgarcia@bfgroupllc.com

-----Original Message-----

From: Goizueta, Virginia <vgoizueta@coralgables.com>
Sent: Tuesday, November 2, 2021 8:46 AM
To: Lester Garcia <lgarcia@bfgroupllc.com>
Cc: Lopez, Manuel <mlopez@coralgables.com>
Subject: RE: Scanned image from MX-3571

Good morning,

Manny has read your e-mail and has determined you will need to ask the Construction Regulation Board for the extension and freezing/removing the daily fines.

Would you like to be scheduled for January; please request a hearing by e-mail.

Thank you

Virginia Goizueta
Building Service Coordinator
City of Coral Gables
Development Services Department
405 Biltmore Way, 3rd Floor
Coral Gables, Florida 33134
Office: 305-460-5250

-----Original Message-----

From: Lester Garcia <lgarcia@bfgroupllc.com>
Sent: Tuesday, November 2, 2021 8:15 AM
To: Goizueta, Virginia <vgoizueta@coralgables.com>
Cc: Lopez, Manuel <mlopez@coralgables.com>
Subject: RE: Scanned image from MX-3571
Importance: High

CAUTION: External email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Virginia,

Please let me know on the below request.

Thanks,

Lester

E. LESTER GARCIA
BF GROUP
4225 Ponce de Leon Blvd.
Coral Gables, FL 33146
Main: 305-461-7272, Ext. 322
Direct: 305-461-7251
Mobile: 305-479-8975
Fax: 305-461-7232
lgarcia@bfgroupllc.com

-----Original Message-----

From: Goizueta, Virginia <vgoizueta@coralgables.com>
Sent: Thursday, October 28, 2021 2:32 PM
To: Lester Garcia <lgarcia@bfgroupllc.com>
Cc: Lopez, Manuel <mlopez@coralgables.com>
Subject: RE: Scanned image from MX-3571

Lester,

Manny is on vacation and will return on Monday

Virginia Goizueta
Building Service Coordinator
City of Coral Gables
Development Services Department
405 Biltmore Way, 3rd Floor
Coral Gables, Florida 33134
Office: 305-460-5250

-----Original Message-----

From: Lester Garcia <lgarcia@bfgroupllc.com>
Sent: Thursday, October 28, 2021 2:25 PM
To: Goizueta, Virginia <vgoizueta@coralgables.com>
Cc: Lopez, Manuel <mlopez@coralgables.com>
Subject: RE: Scanned image from MX-3571

CAUTION: External email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Virginia, thanks for the reply. However please bear in mind that the 60 days granted by the CRB expires mid-November. Is there anyway this can be done administratively? By the time we get to the January agenda, the project should be completed, the certifications done and probably looking at +/- \$15,000.00 in fines.

E. LESTER GARCIA
BF GROUP
4225 Ponce de Leon Blvd.
Coral Gables, FL 33146
Main: 305-461-7272, Ext. 322
Direct: 305-461-7251
Mobile: 305-479-8975
Fax: 305-461-7232
lgarcia@bfgroupllc.com

-----Original Message-----

From: Goizueta, Virginia <vgoizueta@coralgables.com>
Sent: Monday, October 25, 2021 10:47 AM
To: Lester Garcia <lgarcia@bfgroupllc.com>
Cc: Lopez, Manuel <mlopez@coralgables.com>
Subject: RE: Scanned image from MX-3571

Time extensions have to be granted by the Construction Regulation Board; the next Construction Regulation Board meeting is in January 2022. If you would like to be heard in January 2022, please e-mail the Deputy Building official, Manuel Lopez, at mlopez@coralgables.com and copy me in an e-mail.

Please note the Deputy Building official is out of the office until next Monday.

Thank you

Virginia Goizueta
Building Service Coordinator
City of Coral Gables
Development Services Department
405 Biltmore Way, 3rd Floor

Coral Gables, Florida 33134
Office: 305-460-5250

-----Original Message-----

From: Lester Garcia <lgarcia@bfgroupllc.com>
Sent: Monday, October 25, 2021 9:22 AM
To: Goizueta, Virginia <vgoizueta@coralgables.com>
Subject: RE: Scanned image from MX-3571

CAUTION: External email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Virginia,

In reference to the certification issue with 4200 Laguna, the tenant's contractor will not be finished in time for use to have the building certified prior to the 60-day extension granted at the September CRB hearing. Is there an avenue to request an additional 60 days to have tenant's contractor complete their work and us be able to certify?

Thanks,

Lester

E. LESTER GARCIA
BF GROUP
4225 Ponce de Leon Blvd.
Coral Gables, FL 33146
Main: 305-461-7272, Ext. 322
Direct: 305-461-7251
Mobile: 305-479-8975
Fax: 305-461-7232
lgarcia@bfgroupllc.com

-----Original Message-----

From: Goizueta, Virginia <vgoizueta@coralgables.com>
Sent: Friday, September 17, 2021 1:31 PM
To: Lester Garcia <lgarcia@bfgroupllc.com>
Subject: RE: Scanned image from MX-3571

Good afternoon,

The deputy Building Official, Manny Lopez P.E., has reviewed and approved the structural engineer letter for 4200 Laguna St.

Thank you

Virginia Goizueta
Building Service Coordinator
City of Coral Gables
Development Services Department
405 Biltmore Way, 3rd Floor
Coral Gables, Florida 33134
Office: 305-460-5250

-----Original Message-----

From: Lester Garcia <lgarcia@bfgrouppllc.com>
Sent: Thursday, September 16, 2021 2:05 PM
To: Goizueta, Virginia <vgoizueta@coralgables.com>
Subject: FW: Scanned image from MX-3571
Importance: High

CAUTION: External email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Virginia, I had Tom Belfranin inspect the building at 4200 Laguna yesterday and he found no reason why the building could not be occupied while the renovation is completed from BL-20-01-5275. He provided me with the attached signed and sealed letter. Please have Manny review it and let me know if it is acceptable and I will drop off the original one at the city for your records.

Thanks,

Lester

E. LESTER GARCIA
BF GROUP
4225 Ponce de Leon Blvd.
Coral Gables, FL 33146
Main: 305-461-7272, Ext. 322
Direct: 305-461-7251
Mobile: 305-479-8975
Fax: 305-461-7232
lgarcia@bfgrouppllc.com

-----Original Message-----

From: konica@bfgrouppllc.com <konica@bfgrouppllc.com>
Sent: Thursday, September 16, 2021 1:50 PM
To: Lester Garcia <lgarcia@bfgrouppllc.com>
Subject: Scanned image from MX-3571

Reply to: Sharp@bfgroup <konica@bfgrouppllc.com> Device Name: Not Set Device Model: MX-3571
Location: Not Set

File Format: PDF (Medium)
Resolution: 600dpi x 600dpi

Attached file is scanned image in PDF format.

Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.

Adobe(R)Reader(R) can be downloaded from the following URL:

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<http://www.adobe.com/>

At BF Group, we won't ask you for your social security number, bank account or other highly confidential information over email. ***Wire Fraud is Real***. Before wiring ANY money, call the intended recipient at a number you know is valid to confirm the instructions. The information contained in this e-mail message and its attachments may contain privileged and confidential business and legal information. Such information is intended only for the use of the person or persons named above. If you are not the intended recipient of this message, you are hereby notified that any review, dissemination, distribution, duplication or other use of this message and such information is strictly prohibited, and may constitute a violation of law and the rules governing the professional conduct of attorneys. If you are not the intended recipient, you are requested to contact the sender by telephone or by reply e-mail, to delete all electronic copies of the message, and to destroy all hard copies of the message. You may also contact our company e-mail administrator, Jennifer Duran, by telephone at (305) 461-7272, ext. 323, or by email at "jduran@bfgrouppllc.com."

Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding State or Local business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.

At BF Group, we won't ask you for your social security number, bank account or other highly confidential information over email. ***Wire Fraud is Real***. Before wiring ANY money, call the intended recipient at a number you know is valid to confirm the instructions. The information contained in this e-mail message and its attachments may contain privileged and confidential business and legal information. Such information is intended only for the use of the person or persons named above. If you are not the intended recipient of this message, you are hereby notified that any review, dissemination, distribution, duplication or other use of this message and such information is strictly prohibited, and may constitute a violation of law and the rules governing the professional conduct of attorneys. If you are not the intended recipient, you are requested to contact the sender by telephone or by reply e-mail, to delete all electronic copies of the message, and to destroy all hard copies of the message. You may also contact our company e-mail administrator, Jennifer Duran, by telephone at (305) 461-7272, ext. 323, or by email at "jduran@bfgrouppllc.com."

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recipient, you are requested to contact the sender by telephone or by reply e-mail, to delete all electronic copies of the message, and to destroy all hard copies of the message. You may also contact our company e-mail administrator, Jennifer Duran, by telephone at (305) 461-7272, ext. 323, or by email at "jduran@bfgroupllc.com."

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BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 21-2952

vs.

Return receipt number:

4200 Laguna Holdings, LLC
c/o Jennifer Duran
Registered Agent
4225 Ponce de Leon Blvd
Coral Gables, FL 33146-1826
Respondent.

7020 3160 0001 1022 4445

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

Date: December 27, 2021

Re: Property Address: 4200 Laguna St., Coral Gables, FL 33146-1801, Legal Description: Lots 1 & 2 Block 9, Coral Gables Industrial Sec., Plat book 28 page 22 and Folio #: 03-4120-017-1510 ("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 105-186(j)(13) 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 Commission Chambers, City Hall, 405 Biltmore Way, 2nd Florida, Coral Gables, Florida 33134, on January 10, 2022, 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 , Secretary to Virginia Goizueta the Board, at City of Coral Gables, Development Services Department, 405 Biltmore Way, 3rd Floor, 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.

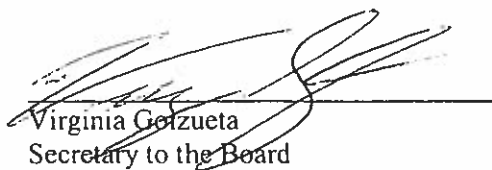
CITY'S

EXHIBIT 6

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

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.

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 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.

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.

c : 4200 Laguna Holdings, LLC, P.O. Box 330967, Miami, FL 33233-0967; Inversionista Baena, S.A.
C/O Aleman, Cordero, Galindo & Lee Trust, 2do Piso, Torre Swiss Bank, Calle 53 Este, Marbella,
Republica de Panama; Inversionista Baena, S.A., Jose A. Bolanos, Esq., 2121 Ponce de Leon Blvd., Ste.
600, Coral Gables, FL 33134-5222



CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

Case #: 21-2952

Title of Document Posted: Construction Regulation Board, Notice of Unsafe Structure Violation For Failure To Recertify and Notice of Hearing

I, EDUARDO MARTIN, DO HEREBY SWEAR/AFFIRM THAT
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE
ADDRESS OF 4200 Laguna St., ON December 27, 2021 AT 9:00am AND WAS ALSO
POSTED AT CITY HALL.

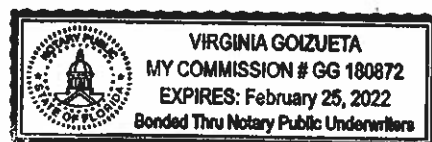
EDUARDO MARTIN
Employee's Printed Name

Eduardo Martin
Employee's Signature

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

Sworn to (or affirmed) and subscribed before me by means of physical presence or online
notarization, this 27 day of December, in the year 2021, by
Eduardo Martin who is personally known to me.

My Commission Expires:



[Signature]
Notary Public

CITY'S

EXHIBIT

7



CITY'S

EXHIBIT

8





Prepared by:
Mary Lou Rodon, Esq.
Attorney at Law
Rodon Law, PLLC.
201 Alhambra Circle, Suite 504
Coral Gables, FL 33134
305-445-8881
File Number: 15-09-1143

Return to:
Ricardo L. Fraga, Esq.
Greenberg Traurig, PA
333 SE 2nd Avenue, #4400
Miami, FL 33131-3238
305-579-0652

Parcel Identification No. 03-4120-017-1510

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 7th day of January, 2016 between 366 Altara, Inc., a Florida corporation whose post office address is 2214 Granada Boulevard, Coral Gables, FL 33134 of the County of Miami-Dade, State of Florida, grantor*, and 4200 Laguna Holdings, LLC, a Florida limited liability company whose post office address is 3040 McDonald Street, Miami, FL 33133 of the County of Miami-Dade, State of Florida, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) 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 the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida, to-wit:

Lots 1 and 2, Block 9, REVISED PLAT CORAL GABLES INDUSTRIAL SECTION, according to the Plat thereof, recorded in Plat Book 28, Page 22, of the Public Records of Miami-Dade County, Florida.

Subject to taxes for 2016 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any, but this reference shall not serve to reimpose same.

SUBJECT TO a Purchase Money First Mortgage, given by Grantee to Grantor, securing the original principal sum of \$1,800,000.00.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

(SIGNATURES ON SECOND PAGE)

CITY'S

EXHIBIT

9

DoubleTimes

WARRANTY DEED - PAGE TWO (2) - PARCEL IDENTIFICATION NO. 03-4120-017-1510

Signed, sealed and delivered in our presence:

Witness Name:

LUCIA M. Perez

Witness Name:

David Lopez

366 Altara, Inc., a Florida corporation

By:

John Fullerton, President

By:

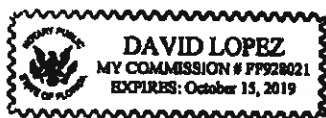
Lizet Fullerton, Vice President

(Corporate Seal)

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 7th day of January, 2016 by John Fullerton, President and Lizet Fullerton, Vice President of 366 Altara, Inc., on behalf of the corporation. They ☐ are personally known to me or ☒ have produced a driver's license as identification.

[Notary Seal]



Notary Public

Printed Name:

David Lopez

My Commission Expires:

10/15/2019



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

Detail by Entity Name

Florida Limited Liability Company
4200 LAGUNA HOLDINGS, LLC

Filing Information

Document Number	L15000153097
FEI/EIN Number	81-0952546
Date Filed	09/08/2015
Effective Date	09/08/2015
State	FL
Status	ACTIVE

Principal Address

4225 Ponce de Leon Boulevard
Coral Gables, FL 33146

Changed: 02/18/2019

Mailing Address

PO BOX 330967
MIAMI, FL 33233

Changed: 04/08/2016

Registered Agent Name & Address

Duran, Jennifer
4225 Ponce de Leon Boulevard
Coral Gables, FL 33146

Name Changed: 04/19/2017

Address Changed: 02/18/2019

Authorized Person(s) Detail

Name & Address

Title manager

NEW LINE INVESTMENTS, LLC

P.O. Box 330967

Miami, FL 33233

Annual Reports

Report Year	Filed Date
2019	02/18/2019
2020	01/17/2020
2021	01/13/2021

Document Images

01/13/2021 -- ANNUAL REPORT	View image in PDF format
01/17/2020 -- ANNUAL REPORT	View image in PDF format
02/18/2019 -- ANNUAL REPORT	View image in PDF format
04/30/2018 -- ANNUAL REPORT	View image in PDF format
04/19/2017 -- ANNUAL REPORT	View image in PDF format
04/08/2016 -- ANNUAL REPORT	View image in PDF format
09/08/2015 -- Florida Limited Liability	View image in PDF format

Prepared by and return to:

Mary Lou Rodon, Esq.
Attorney at Law
Rodon Law, PLLC.
201 Alhambra Circle, Suite 504
Coral Gables, FL 33134
305-445-8881
File Number: 15-09-1143

_____[Space Above This Line For Recording Data]_____

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$1,537,541.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

MORTGAGE DEED AND SECURITY AGREEMENT

This Indenture, made this **January 7, 2016** by and between **4200 Laguna Holdings, LLC**, a Florida limited liability company, whose address is **3040 McDonald Street, Miami, FL 33133**, hereinafter called the Mortgagor, which term as used in every instance shall include the Mortgagor's heirs, executors, administrators, successors, legal representatives and assigns, either voluntary or by act of the parties, or involuntary by operation of law, and shall denote the singular and/or plural, and the masculine and/or feminine, and natural and/or artificial persons, whenever and wherever the context so requires or admits, party of the first part, and **366 Altara, Inc.**, a Florida corporation whose address is **2214 Granada Boulevard, Coral Gables, FL 33134**, hereinafter called the Mortgagee, party of the second part:

Witnesseth, That for divers good and valuable considerations, and to secure the payment of the aggregate sum of money named in the note of even date herewith, hereinafter described (the term note as hereafter used shall denote the singular, if one note, or the plural, if more than one note is secured by this mortgage) together with interest thereon and all other sums of money secured hereby as hereinafter provided, the Mortgagor does grant, bargain, sell, alien, remise, release, convey and confirm unto the Mortgagee in fee simple, the following described real estate, of which the Mortgagor is now seized and possessed, and in actual possession, situate, lying and being in **Miami-Dade County, Florida**, to-wit:

Lots 1 and 2, Block 9, REVISED PLAT CORAL GABLES INDUSTRIAL SECTION, according to the Plat thereof, recorded in Plat Book 28, Page 22, of the Public Records of Miami-Dade County, Florida.

Parcel Identification Number: 03-4120-017-1510

And the said Mortgagor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Initials:


DoubleTime®

This is a first mortgage in the amount of **One Million Eight Hundred Thousand and 00/100 Dollars (\$1,800,000.00)** given to secure any present or future obligations of **4200 Laguna Holdings, LLC, a Florida limited liability company.**

TOGETHER with all structures and improvements now and hereafter on said land, and the fixtures attached thereto; and the easements, riparian and littoral rights and appurtenances thereunto belonging, or in any wise appertaining; and all rents, issues, proceeds and profits accruing and to accrue from said premises; and all gas and electric fixtures, heaters, air conditioning equipment, machinery, boilers, ranges, elevators and motors, plumbing fixtures and hardware, window screens, screen doors, venetian blinds, storm shutters and awnings, pool pumps and motors and all other heating, cooking, refrigerating, plumbing, cooling, ventilating, irrigating and power systems and appliances which are now or may hereafter pertain to or be used with, in or on said premises though they may be either detached or detachable.

TOGETHER with all furniture, furnishings, fixtures and equipment contained in or appurtenant to said premises, or which may hereafter from time to time be placed therein, and any substitution or replacement thereof.

TO HAVE AND TO HOLD the same, together with the tenements, hereditament and appurtenances, unto the said Mortgagee, in fee simple.

AND THE SAID MORTGAGOR does hereby covenant with Mortgagee that said Mortgagor is indefeasibly seized with the absolute and fee simple title to said property, and has full power and lawful authority to sell, convey, transfer and mortgage the same; that it shall be lawful at any time hereafter for the Mortgagee to peaceably and quietly enter upon, hold, and occupy said property; that said property is free and discharged from all other and prior liens, assessments, judgments, taxes and encumbrances, except for: Real Estate Taxes for the year 2016, which are not yet due and payable; that said Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; and that said Mortgagor does hereby warrant the title to said land and will defend the same against the lawful claims of all personal whomsoever.

PROVIDED ALWAYS that if the Mortgagor shall pay unto the Mortgagee the sum of money aggregating **One Million Eight Hundred Thousand and 00/100 Dollars (\$1,800,000.00)** evidenced by that certain promissory note of even date in the manner therein specified as well as any renewals, modifications and extensions thereof, together with all sums secured hereby and shall pay all other sums provided to be paid by this mortgage, and shall perform, comply with and abide by all the stipulations, agreements, conditions and covenants of said note and of this mortgage; then this mortgage and the estate hereby created shall cease and be null and void. This mortgage secures all present and future loan disbursements made by the Lender to the Borrower.

AND THE MORTGAGOR does hereby further covenant and agree as follows:

1. To pay all and singular the principal and interest and other sums of money payable by virtue of said note and this mortgage, or either, promptly on the days respectively the same severally come due.

2. To pay all and singular taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on said described property, each and everyone when due and payable according to law, before they become delinquent and, if the same shall not be promptly paid, the Mortgagee may pay the same without waiting or affecting the option to foreclose, or any right hereunder and every payment so made shall bear interest from the date thereof at the maximum default rate as provided in the note secured hereby, provided, however, that Mortgagee shall provide Mortgagor written notice at least ten (10) days prior to such payment. The Mortgagor shall deliver to the Mortgagee receipts evidencing the payment of said taxes, assessments, levies, etc., immediately upon the payment thereof as required under this paragraph. Following Mortgagor's default of a monetary obligation hereunder (and the expiration of all applicable cure periods), Mortgagor may, at Mortgagee's discretion, pay to Mortgagee monthly escrows for real estate taxes and insurance in the amounts required by Lender.

3. To keep the buildings now or hereafter on said land and the fixtures and personal property therein contained insured, in a company or companies reasonably approved by the Mortgagee, against loss by fire, windstorm, and such other casualties, including but not limited to flood insurance, if required under federal law, for such period in no event less than the principal sum of the promissory note, and to pay promptly when due all premiums for such insurance. Mortgagor agrees to deliver renewal of replacement policies of any nature or replacement certificates of insurance to the Mortgagee, at least ten (10) days prior to the expiration or anniversary date of the existing policies. The amounts of insurance required by the Mortgagee shall be the minimum amounts for which said insurance shall be written and it shall be incumbent upon the Mortgagor to maintain such additional insurance as may be necessary to meet and comply fully with all coinsurance requirements contained in said policies to the end that Mortgagor is not a coinsurer there under.

The policy or policies shall be held by and be payable to said Mortgagee, and the Mortgagee shall have the option to receive and apply said payment on account of the indebtedness hereby secured, or permit the Mortgagor to receive or use it, or any part thereof, for any purposes without thereby waiving or impairing the equity, lien or right under and by virtue of this mortgage and may place and pay such insurance or any part thereof without waiving or affecting the option to foreclose or any right hereunder, and each such payment shall bear interest at the maximum default rate as provided in the note secured hereby.

Borrower agrees to provide satisfactory evidence that borrower maintains: (1) hazard insurance coverage; (2) Windstorm insurance and (3) flood insurance (the insurance required under clauses (2) and (3) shall be in amounts reasonably satisfactory to Lender) on all of the Collateral, covering such perils, issued by such insurers, in such form and naming such insured parties, as the Lender may reasonably require. Without limiting the generality of the foregoing, any and all insurance policies issued pursuant hereto shall name the Lender as mortgagee/loss payee, and shall require that the Lender receive notice thirty (30) days prior to the modification or termination of the policy.

4. To permit, commit, or suffer no waste, impairment, abandonment, or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the buildings and/or the personal property located on the mortgaged premises in good condition or repair, the Mortgagee may demand the immediate repair of said property, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty (30) days (or commence to take action to comply with said demand in the event a period of thirty (30) days is not, in good faith, sufficient time to comply with the demand of the Mortgagee), shall constitute a default of this mortgage, and at the option of the Mortgagee, it may immediately mature the entire amount of principal and interest hereby secured, and the Mortgagee, immediately and without notice, may institute proceedings to foreclose this mortgage and apply for the appointment of a receiver, as hereinafter provided.
5. No secondary financing is allowed without the prior written approval of the Lender, which approval shall not be unreasonably withheld, conditioned or delayed.
6. To perform, comply with and abide by all the stipulations, agreements, conditions, and covenants set forth in the note secured hereby and this mortgage.
7. To pay all and singular the costs, fees, charges and expenses of every kind, including the cost of an abstract of title to said lands found to be necessary or expedient in connection with any suit for the foreclosure of this mortgage, and also including, whether the Mortgagee is obligated to pay same or not, reasonable attorney's fees incurred or expended at any time by the Mortgagee because of the failure of the Mortgagor to perform, comply with and abide by all or any of the covenants, conditions, and stipulations of said promissory note, or this mortgage, in the foreclosure of this mortgage, or in collecting the amount secured hereby with or without legal proceedings, or in enforcing the terms, conditions and covenants of this mortgage with or without proceedings, and to reimburse the Mortgagee for every payment made or incurred for any such purpose with interest from date of every such payment at the maximum default rate as provided in the note secured hereby; such payments and obligations, with interest thereon as aforesaid, shall be secured by the lien hereof.
8. To comply with all federal, state and local laws, rules and regulations, subdivision restrictions and the municipal zoning ordinances applicable to the mortgaged property; now in effect or in the future; not to erect or permit to be erected any new buildings on the premises herein mortgaged or to add to or permit to be added to, make or permit to be made, any structural alterations to any of the existing improvements thereon without the written consent of the Mortgagee, which consent shall not be unreasonably withheld, conditioned or delayed (except for any build-out, alteration and/or renovation of the interior of the existing improvements and the non-structural alteration and/or renovation of the exterior of the existing improvements, none of which shall require the prior written consent of Mortgagee), and in the event of any violation or attempt to violate these stipulations, or any of them, this mortgage and all sums secured hereby shall immediately

become due and payable at the option of the Mortgagee. Notwithstanding anything herein to the contrary, Mortgagor shall be allowed to

MORTGAGOR AND MORTGAGEE further agree to the following:

9. If any of the sums of money herein referred to are not promptly and fully paid within ten (10) days after the same becomes due and payable, or if within thirty (30) days following Mortgagor's receipt of written notice of Mortgagor's failure to comply with any of the stipulations, agreements, conditions and covenants contained in the promissory note and this mortgage, or either, are not fully performed, complied with and abided by, same shall be considered a default of this mortgage, and the promissory note, and the aggregate sum set forth in the promissory note then remaining unpaid, with interest accrued to that time and unpaid, and all monies secured hereby, shall become due and payable forthwith, or thereafter, at the option of the Mortgagee, as fully and completely as if all the said sums of money were originally stipulated to be paid on such day, anything in the promissory note or in this mortgage to the contrary notwithstanding; and thereupon or thereafter, at the option of the Mortgagee, without notice or demand, suit at law or in equity may be prosecuted as if all monies secured hereby had matured prior to its institution.
10. In the event the Mortgagor fails to pay any charges or obligations required to be paid by Mortgagor hereunder, within the time set forth for such payment, the Mortgagee shall have the right to pay such charge or obligation without waiving or affecting the option of the Mortgagee to consider this mortgage in default, provided, however, that Mortgagee shall provide Mortgagor written notice at least ten (10) days prior to such payment. Every such payment so made shall bear interest at the maximum default rate as provided in the note secured hereby. Every such payment shall be deemed additional monies owed by the Mortgagor to Mortgagee, shall be payable on demand of the Mortgagee therefore and shall be secured by the lien of this Mortgage.
11. In the event of a default in any of the terms of this mortgage and or the filing of a complaint to foreclose this or any other mortgage encumbering the within described property, the Mortgagee shall be entitled to apply at any time without notice, pending such foreclosure suit, to the court having jurisdiction thereof for the appointment of a receiver of all and singular the mortgaged property, and of all the rents, incomes, profits, issues and revenues thereof, from whatsoever source derived; and thereupon it is hereby expressly covenanted and agreed that the court shall forthwith appoint a receiver of said mortgaged property, all and singular, and of such rents, incomes, profits, issues and revenues thereof, from whatsoever source derived, with the usual powers and duties of receivers in like cases; and such appointment shall be made by such court as a matter of strict right to the Mortgagee, and without reference to the adequacy or inadequacy of the value of the property hereby mortgaged, or to the solvency or the insolvency of the Mortgagor, and that such rents, profits, incomes, issues, and revenues shall be applied by such receiver to the payment of the mortgage indebtedness, costs and charges, according to the order of such court.
12. Notwithstanding the provisions of Paragraph 11 hereof, all of the rents, deposits, revenues and profits arising out of the operation of the mortgaged property ~~are~~ by the

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terms hereof, assigned to the Mortgagee as further security for the payment of the indebtedness secured hereby, and no other instrument or documents need to be executed by the Mortgagor to effect such assignment. Any subsequent assignment of the rents, deposits, revenues and profits of the mortgaged property, or any part thereof, shall at all times be inferior and subordinate to the assignment granted hereby and to the rights of the Mortgagee hereunder. This assignment shall continue in affect until the indebtedness secured by this Mortgage is paid in full.

13. Notwithstanding any of the above in Paragraph 12, the aforesaid assignment of rents, deposits, revenues and profits shall only take effect upon the occurrence of any default under this Mortgage or under any of the other loan documents of even date herewith and until such default(s) shall have been cured as defined hereunder or as defined under any of the other loan documents, as the case may be.
14. If all or any part of the property or an interest therein is sold, transferred, encumbered or if there is a change of ownership of the mortgaged premises or of any property encumbered by this mortgage, or in the management, use and operation of the mortgaged premises, or if there is a transfer or change of ownership of Mortgagor, without Mortgagee's, prior written consent, Mortgagee may, at Mortgagee's option, declare all the sums secured by this mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale, transfer, encumbrance or change of ownership, Mortgagee and the person to whom the property is to be sold, encumbered or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this mortgage shall be at such rate as Mortgagee shall request. Furthermore, if an attempted sale or transfer of the property encumbered hereunder or of the ownership of Mortgagor is not consummated and there are any funds to be paid to Mortgagor by virtue of such failure to close or default, whether in the form of a forfeited deposit or liquidated damages or otherwise, then such sums shall be immediately remitted over to Mortgagee to be applied against any interest due and thereafter to reduce the principal of the loan secured hereby. Failure to do so may cause Mortgagee, at Mortgagee's option, to declare all sums secured by this mortgage to be immediately due and payable.
15. In the event the ownership of the mortgage premises, or any part thereof, becomes vested in a person or entity other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured, in the same manner as with the Mortgagor, without in any way vitiating or discharging the Mortgagor's liability hereunder or upon the debt hereby secured. No sale of the premises hereby mortgaged and no forbearance on the part of the Mortgagee, and no extension of the time for the payment of the debt hereby secured given by the Mortgagee, shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein, either in whole or in part.
16. Time is of the essence and no waiver of any obligation hereunder, or of the obligation secured hereby, shall at any time hereafter be held to be a waiver of the terms hereof or of the note secured hereby.

17. If foreclosure proceedings are instituted on any mortgage inferior to this mortgage or if any foreclosure proceeding is instituted on any lien of any kind (which is not dismissed within sixty (60) days of the commencement of the case), the Mortgagee may at its option immediately or thereafter declare this mortgage and the indebtedness secured hereby, due and payable. If there is any mortgage superior to this mortgage, then failure to pay said mortgage when due and in accordance with its terms or failure to abide by the terms of said mortgage shall be deemed a breach of this mortgage and the Mortgagee at its option may immediately or thereafter declare this mortgage and the indebtedness hereby secured due and payable. Any modification of any mortgage superior to this mortgage or waiver of any principal or interest payments on any note or mortgage superior to this mortgage, including but not limited to the granting and acceptance of future advances pursuant thereto, shall be deemed a breach of the terms and covenants of this mortgage and the Mortgagee hereof may at its option declare this mortgage and the indebtedness secured hereby due and payable.
18. To the extent of the indebtedness of the Mortgagor to the Mortgagee described herein or secured hereby, the Mortgagee is hereby subrogated to the lien or liens and to the rights of the owners and holders thereof of each and every mortgage, lien or other encumbrance on the land described herein which is paid and or satisfied, in whole or in part, out of the proceeds of the loan described herein or secured hereby, and the respective liens of said mortgages, liens of other encumbrances, shall be and the same and each of them is hereby preserved and shall pass to and be held by the Mortgagee herein as security for the indebtedness to the Mortgagee herein described or hereby secured, to the same extent that it would have been preserved and could have passed to and been held by the Mortgagee had it been duly and regularly assigned, transferred, set over and delivered unto the Mortgagee by separate instrument of assignment notwithstanding the fact that the same may be satisfied and canceled of record, it being the intention of the parties hereto that the same will be satisfied and canceled of record by the holders thereof at or about the time of the recording of this mortgage.
19. Subject to all applicable notice provisions provided herein, in order to accelerate the maturity of the indebtedness hereby secured because of the failure of the Mortgagor to pay any tax assessment, liability, obligation or encumbrance upon said property as herein provided, it shall not be necessary or requisite that the Mortgagee shall first pay the same.
20. The mailing of a written notice of demand, addressed to the owner of record of the mortgaged premises, directed to the said owner at the last address actually furnished to the Mortgagee, or directed to the said owner at said mortgaged premises, and mailed by the United States certified mail, return receipt requested, shall be sufficient notice and demand in any case arising under this instrument and required by the provisions hereof or by law. Notice to Mortgagee if required hereunder, shall be deemed properly given when forwarded by certified mail, return receipt requested, with sufficient postage affixed thereto and addressed to Mortgagee at: **2214 Granada Boulevard, Coral Gables, FL 33134.**

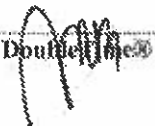
21. If the validity or lien of this mortgage or the note secured hereby be contested by litigation or otherwise, or if any action or proceeding is commenced by Lender to enforce the terms and conditions of this Mortgage or the promissory note which is secured by the Mortgage, or if any action or proceeding shall be commenced in which the Mortgagee is made a party, the Mortgagor agrees to pay to the Mortgagee the cost of defending the same including a reasonable attorney's fee and attorneys' fees on appeal, together with Interest at the maximum default rate as provided in the not secured hereby.
22. In the event that Mortgagor shall (1) consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of Mortgagor's assets, or (2) be adjudicated in bankruptcy, or admit in writing its inability to pay its debts as they become due, or (3) make a general assignment for the benefit of creditors, or (4) file a petition or answer seeking reorganization or arrangement with creditors, or to take advantage of any insolvency law, or (5) file an answer admitting the material allegations of a petition filed against the Mortgagor in any bankruptcy, reorganization or insolvency proceedings, or (6) action taken by the Mortgagor for the purpose of effecting any of the foregoing or (7) any order, judgment or decree shall be entered upon an application of a creditor of Mortgagor by a court of competent jurisdiction approving a petition seeking appointment of a receiver or trustee of all or a substantial part of the Mortgagor's assets and such order, judgment or decree shall continue unstayed and in affect for any period of sixty (60) consecutive days, the Mortgagee may declare the note hereby secured forthwith due and payable, whereupon the principal of and the interest accrued on the note and all other sums hereby secured shall become forthwith due and payable as if all of the said sums of money were originally stipulated to be paid on such day; and thereupon the Mortgagee without notice or demand may prosecute a suit at law and/or in equity as if all monies secured hereby had matured prior to its institution.
23. The Mortgagee may at any time, without notice to any person, grant to the Mortgagor any modification of any kind or nature whatsoever, release any person liable for payment of any indebtedness secured hereby, or allow any change or changes, substitution or substitutions of any of the property described in this mortgage or any other collateral which may be held by the Mortgagee without in any manner affecting the liability of the Mortgagor, of any endorsers, and/or guarantor of the indebtedness hereby secured or any other person for the payment of said indebtedness, together, with interest and any other sums which may be due and payable to the Mortgagee, and also without in any manner affecting or impairing the lien of this mortgage upon the remainder of the property and other collateral which is not changed or substituted; and it is also understood and agreed that the Mortgagee may at any time, without notice to any person, release any portion of the property described in this mortgage or any other collateral, or any portion of any other collateral which may be held as security for the payment of the indebtedness hereby secured, either with or without any consideration for such release or releases, without in any manner affecting the liability of the Mortgagor, the endorsers, and/or guarantors, and all other persons who are or shall be liable for the payment of said indebtedness, and without affecting, disturbing or impairing in any manner whatsoever the validity and priority of the lien of this mortgage or the full amount of the indebtedness remaining unpaid, together with all interest and advances which shall become payable, upon the

entire remainder of the mortgaged property which is un-released, and without in any manner affecting or impairing to any extent whatsoever any and all other collateral security which may be held by the Mortgagee. It is distinctly understood and agreed by the Mortgagor and the Mortgagee that any release or releases may be made by the Mortgagee without the consent or approval of any other person or persons whomsoever.

24. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.
25. In the event the premises hereby mortgaged, or any part thereof, shall be condemned and taken under the power of eminent domain, the Mortgagee shall have the right to demand that all damages awarded for the taking of or damages to said premises shall be paid to the Mortgagee, its successors or assigns, up to the amount then unpaid on this mortgage and may be applied against the payment or payments last payable thereon.
26. The Mortgagor will keep adequate records and books of account in accordance with generally accepted accounting principles and will permit the Mortgagee, by its agents, accountants and attorneys, to visit and inspect the premises and examine the records and books of Mortgagor and to discuss the affairs, finances and accounts with Mortgagor at such reasonable times as may be requested by the Mortgagee.
27. The Mortgagor will, at the cost of the Mortgagor, and without expense to the Mortgagee, do, execute, acknowledge, and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers and assurances as the Mortgagee shall from time to time reasonably require, for the better assuring, conveying, assigning, transferring and confirming unto the Mortgagee the property and rights hereby conveyed or assigned or intended now or here after so to be, or which the Mortgagor may be or may hereafter become bound to convey or assign to the Mortgagee, or for carrying out the intention or facilitating the performance of the terms of this mortgage and/or any other loan documents, or for filing, registering or recording this Mortgage and/or any other loan documents, and, on demand, will execute and deliver financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien hereof upon the mixed or personal property.
28. (a) The Mortgagor forthwith upon the execution and delivery of this mortgage and thereafter from time to time, will cause this mortgage, and any security instrument creating a lien or evidencing the lien hereof upon the real and/or personal property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and to fully protect the lien and interest of the Mortgagee in the mortgaged property.

(b) The Mortgagor will pay all filing, registration or recording fees, and all expenses incident to the preparation, execution and acknowledgment of this mortgage, any mortgage supplemental hereto, any security instrument with respect to the chattels, and any instrument of further assurance, and all federal, state, county municipal stamp taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection

- with the execution and delivery of the note, this mortgage, any mortgage supplemental hereto, any security instrument with respect to the chattels or any instrument of further assurance.
29. The Mortgagor will pay, from time to time when the same shall become due, all claims and demands of mechanics, material men, laborers, and others which, if unpaid, might result in, or permit the creation of, a lien On the mortgaged property, whether paramount or subordinate to this mortgage, or any part thereof, or on the revenues, rents, issues, income and profits arising therefrom and in general will do or cause to be done everything necessary so that the lien of this mortgage shall be fully preserved, at the cost of the Mortgagor, without expense to the Mortgagee. The claims of mechanics, material men and/or laborers which may give rise to mechanics' liens shall be released, discharged or bonded by Mortgagor with a cash or surety bond in the amount required by law for the bonding of mechanics' liens within sixty (60) days of the recording of the claim of lien.
 30. The Mortgagor shall, within five (5) business days after written demand by the Mortgagee, execute in such form as shall be required by the Mortgagee, an estoppel certificate and waiver of defenses, duly acknowledged, setting forth the amount of principal and interest unpaid under the promissory note and the general status of this mortgage.
 31. This mortgage shall constitute a security agreement under the Florida Uniform Commercial Code as it presently exists and may hereafter exist in the State of Florida and a carbon, photographic or other re-production of either this mortgage or a financing statement shall be sufficient. The Mortgagor hereby gives and grants unto Mortgagee a security interest in and to the furniture, fixtures, essential equipment, inventory, licenses, permits and contract rights necessary and normally used in the operation of the mortgaged premises. Mortgagor further agrees to execute and deliver to Mortgagee, simultaneously with the execution and delivery of this mortgage, or at any other time at the request of Mortgagee, any and all Uniform Commercial Code financing statements reasonably required by Mortgagee to effect the purposes and intent of this paragraph. The remedies for any violation of the covenants, terms and conditions contained in this mortgage shall be as prescribed (i) in this mortgage, (ii) by general law or (iii) as to any items included in the definition of the Premises that may also be listed in any filed financing statement, by the specific statutory provisions now or hereafter enacted and specified in the Florida Uniform Commercial Code, all at Mortgagee's sole election. Mortgagor and Mortgagee agree that the filing of such a financing statement in the records normally pertaining to personal property shall never derogate from or impair in any way their declared intention that everything used in connection with the production of income from the Premises or described or reflected in this mortgage is (and at all times, for all purposes and in all proceedings, both legal and equitable, shall be regarded as) part of the real estate to the fullest extent permitted by law, irrespective of whether (i) any such item is physically attached to the improvements, (ii) serial numbers are used for the better identification of certain items of equipment capable of being thus identified in a recital contained herein or in a list filed with Mortgagee, or (iii) any such item is referred to or reflected in any such financing statement so filed at any time. Similarly,

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the mention in any such financing statement of (a) the rights in or the proceeds of any insurance policy, (b) any award in eminent domain proceedings for a taking or for loss of value, (c) Mortgagors interest as the lessee under a lease or as the lessor in any present or future lease or sublease or any right to income growing out of the use or occupancy of the Property or improvements thereto, whether pursuant to lease or sublease or otherwise, or (d) any other item included in the definition of the Premises, shall never be construed to alter any of the rights of Mortgagee as determined by this mortgage or to impugn the priority of the interests of Mortgagee granted in this mortgage or by any other recorded instrument; such mention in a financing statement is declared to be for the protection of Mortgagee in the event any court shall hold with respect to (a), (b), (c) or (d) that notice of Mortgagee's priority of interest, to be effective against a particular class of persons, including but not limited to the federal government and any subdivision or entity of the federal government must be filed in the Uniform Commercial Code Records.

32. If this mortgage and the promissory note secured hereby be modified, extended, renewed or in any other manner altered at the request of Mortgagor or any other party obligated hereunder or under the note secured hereby or upon agreement with the Mortgagee, Mortgagor shall pay to Mortgagee any and all costs of such modification, extension or renewal including but not limited to title review, Uniform Commercial Code review, additional cost of recording and such attorneys' fees as may be incurred by the Mortgagee for such modification, extension or renewal.
33. In the event anyone or more of the provisions contained in this mortgage or in the note or in any other loan document shall for any reason be hold to be inapplicable, invalid, illegal or unenforceable in any respect, such inapplicability, invalidity, illegality or unenforceability shall, at the option of the Mortgagee, not affect any other provision of this mortgage, but this mortgage shall be construed as if such inapplicable, invalid, illegal or unenforceable provision had never been contained herein or therein.
34. All of the grants, covenants, terms, provisions and conditions herein shall run with the land and shall apply to, bind and inure to the benefit of, the successors and assigns of the Mortgagor and the successors and assigns of the Mortgagee.
35. No change or modification of this mortgage shall be valid unless the same is in writing and signed by both Mortgagor and Mortgagee.
36. This mortgage shall be governed by the laws of the State of Florida.
37. Any sum or sums which may be loaned or advanced by the Mortgagee to the Mortgagor at any time during the term of this mortgage or of the note secured hereby but within the time limit authorized by Florida law for making valid future advances, together with interest thereon at the rate agreed upon at the time of such loan or advance, shall be equally secured with and have the same priority as the original indebtedness and be subject to all the terms and provisions of this mortgage; provided, that the then aggregate amount of principal outstanding shall not exceed twice the original principal sum secured hereby.

38. It is the intent hereof, to secure payment of the note and obligation secured hereby whether the entire amount shall have been advanced to the Mortgagor on the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this instrument of advance in the future. The total amount of indebtedness secured hereby may decrease or increase from time to time, but the total unpaid balance so secured at anyone time shall not exceed twice the original principal sum secured hereby together with interest accrued thereon and any disbursements made for the payment of taxes, levies, insurance premiums or advances made by the Mortgagee as herein elsewhere provided for the protection of the property covered by the lien of this mortgage, with interest thereupon; and this mortgage shall secure any and all additional or further monies which may be advanced by Mortgagee, which future advances of money, if made, shall be evidenced by a note or notes executed by the Mortgagor to the Mortgagee bearing such rate of interest and with such maturities as shall be determined from time to time, but any and all such future advances secured by this mortgage shall be made within the time limit authorized by Florida law for making valid future advances. Nothing herein contained shall be deemed an obligation on the part of the Mortgagee to make any future advances.
39. In the event of the passage, after the date of this mortgage, of any Federal, state or local law, deducting from the value of real property for the purposes of taxation of mortgages or debts secured by mortgages for Federal, state or local purposes, or the manner of the collection of any such taxes, or the imposing a tax, either directly or indirectly, on this mortgage or the note secured hereby, the holder of this mortgage and of the debt which it secures shall have the right to declare the principal sum and the interest due on a date to be specified by not less than thirty (30) days written notice to be given to the Mortgagor by the Mortgagee, provided, however, that such election shall be ineffective if the Mortgagor is permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if the Mortgagor, prior to such specified date does pay such tax and agrees to pay any such tax when thereafter levied or assessed against the premises, then such agreement shall constitute a modification of this mortgage.
40. If at any time the State of Florida shall determine that the documentary stamps affixed to the note or hereto or the taxes paid on this mortgage are insufficient and that additional stamps or taxes should thereafter be affixed or paid, the Mortgagor shall pay for the same, together with any interest or penalties imposed in connection with such determination, and the amount of money needed to pay for such stamps or taxes and penalties shall, until such stamps are purchased and affixed and such taxes and penalties paid, be a portion of the indebtedness secured by this mortgage and bear interest from the date of such determination at the maximum default rate as provided in the note secured hereby.
41. Any payment made in accordance with the terms of this mortgage by any person at any time liable for the payment of the whole or any part of the sums now or hereafter secured by this mortgage, or by any subsequent owner of the premises, or by any other person whose interest in the premises might be prejudiced in the event of a failure to make such payment, or by any stockholder, officer or director of a corporation which at any time

may be liable for such payment or may own or have such an interest in the premises, shall be deemed, as between the Mortgagee and all persons who at anytime may be liable as aforesaid or may own the Premises, to have been made on behalf of all such persons.

42. Acceptance by the Mortgagee of any payment which is less than full payment of all amounts due and payable at the time of such payment, even if made by one other than the obligor; or a waiver of any default hereunder by Mortgagor shall not constitute a waiver of a further occurrence of same or similar default and therefore of Mortgagee's right to exercise its option to declare the whole of the principal sum then remaining unpaid, together with all accrued interest thereon, immediately due and payable without notice, or any other rights of the Mortgagee except and as to the extent otherwise provided by law.
43. The rights of the Mortgagee arising hereunder or allowed or permitted to Mortgagee by law, shall be separate, distinct and cumulative, and the selection of one remedy shall not preclude the selection of another or other remedies until Mortgagee shall have recovered all sums due it, together with the appropriate interest and all costs of collections, including attorney's fees and appellate attorney's fees.
44. Wherever used in this mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Mortgagor" shall mean "Mortgagor and/or any subsequent owner or owners of the premises", the word "Mortgagee" shall mean "Mortgagee or any subsequent holder or holders of this mortgage", the word "note" shall mean "note or notes of even date herewith secured by this mortgage, and any additional notes hereafter to be issued secured by this mortgage pursuant to the future advance provision hereof; the word "person" shall mean an individual, corporation, partnership or unincorporated association, joint stock corporation and joint venture", and pronouns of any gender shall include the other genders, and either the singular or plural shall include the other. If the Mortgagor consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several.
45. If at any time any of the buildings or the Improvements or the equipment now or hereafter located on or in the premises be unprotected or unguarded, or the premises be allowed to remain vacant or deserted for more than sixty (60) consecutive days, Mortgagee may, at its option, employ watchmen for the premises and expend any monies deemed by it necessary to protect the premises and the building and improvements thereon and the personal property therein from waste, vandalism and other hazards, depredation or injury, and the amount of any monies expended for such purposes with interest at the maximum default rate as provided in the note secured hereby, and payment of sums so expended shall be due and payable by Mortgagor to Mortgagee on demand and be added to the indebtedness and be secured by this mortgage.
46. Intentionally deleted.
47. Mortgagor represents, warrants, covenants and agrees to perform, all of his obligations under this mortgage, the note secured hereby and any other instrument evidencing and/or securing the indebtedness secured hereby. The execution, delivery and performance of

this mortgage, the note secured hereby, and any other documents being executed in connection herewith, do not violate any provisions of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award having applicability to the Mortgagor or any other person executing and delivering such instrument, note or other documents; or result in a breach of, or constitute a default under, any indenture or loan agreement, mortgage, or any other agreement, lease or instrument to which Mortgagor or such other person or entity is a part or by which they or their properties maybe bound or affected. This mortgage, the note secured hereby, and all other documents being binding obligations of the Mortgagor, or any other person executing same, as the case may be, enforceable against them in accordance with their respective terms.

48. Mortgagor (if a corporation, partnership, or other business entity) represents, warrants, covenants and agrees that it is duly organized, validly existing and in good standing under the laws of the country of its creation and of Florida, and has requisite power and authority (corporate or otherwise), to conduct its business, to own its properties, and to execute and deliver this mortgage, the note secured hereby and any other instrument evidencing and/or securing the indebtedness secured hereby. The execution, delivery and performance of this mortgage, the note secured hereby, and any other documents being executed in connection herewith, have been duly authorized by all necessary action (corporate or otherwise) and do not require any consent or approval of its stockholders (if a corporation) or any other person or entity which has not been obtained.
49. That the undersigned Mortgagor hereby represents and certifies that the extension of credit secured by this mortgage is exempt from any and all provisions of the Federal Consumers Credit Protection Act (Truth-in-Lending Act) and Regulation "Z" of the Board of Governors of the Federal Reserve System; because the loan or credit represented by this mortgage and the note secured hereby is only for business or commercial purposes of the Mortgagor other than agricultural purposes and the proceeds of the loan are not being used for personal, family, and household or agricultural purposes.
50. THE MORTGAGOR SPECIFICALLY AGREES THAT IT WAIVES ALL RIGHTS TO RELY ON OR ENFORCE ANY ORAL STATEMENTS MADE PRIOR TO OR SUBSEQUENT TO THE SIGNING OF THIS DOCUMENT
51. MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS MORTGAGE OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS MORTGAGE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGEE ACCEPTING THIS MORTGAGE.

Executed at **Miami-Dade County, Florida** on the date written above.

Signed, sealed and delivered in the presence of:

THIS IS A BALLOON MORTGAGE AND
THE FINAL PRINCIPAL PAYMENT OR
THE PRINCIPAL BALANCE DUE UPON
MATURITY IS \$1,537,541.00, TOGETHER
WITH ACCRUED INTEREST, IF ANY,
AND ALL ADVANCEMENTS MADE BY
THE MORTGAGEE UNDER THE TERMS
OF THIS MORTGAGE.

4200 Laguna Holdings, LLC, a Florida limited
liability company

By: [Signature]
Jose R. Boschetti, Manager

Witness Name: Ricardo Fraga

Witness Name: Wanda Rodriguez

State of Florida
County of Miami-Dade

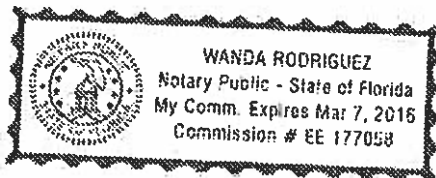
The foregoing instrument was acknowledged before me this 7th day of January, 2016 by Jose R. Boschetti, Manager of 4200 Laguna Holdings, LLC, a Florida limited liability company, on behalf of said firm. He/she ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]

Wanda Rodriguez
Notary Public

Printed Name: WANDA RODRIGUEZ

My Commission Expires: _____





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Detail by Entity Name

Florida Profit Corporation
366 ALTARA, INC.

Filing Information

Document Number	P94000093371
FEI/EIN Number	65-0572837
Date Filed	12/28/1994
State	FL
Status	INACTIVE
Last Event	VOLUNTARY DISSOLUTION
Event Date Filed	04/21/2016
Event Effective Date	NONE

Principal Address

366 ALTARA AVE
CORAL GABLES, FL 33146

Mailing Address

2214 Granada Blvd.
CORAL GABLES, FL 33134

Changed: 04/30/2015

Registered Agent Name & Address

FULLERTON, LIZET V
2214 Granada Blvd.
CORAL GABLES, FL 33134

Name Changed: 04/10/2012

Address Changed: 04/30/2015

Officer/Director Detail

Name & Address

Title P

FULLERTON, JOHN
2214 GRANADA BLVD.
CORAL GABLES, FL 33134

Title VP

FULLERTON, LIZET
2214 GRANADA BLVD
CORAL GABLES, FL 33134

Title S

FULLERTON, LIZET
2214 GRANADA BLVD
CORAL GABLES, FL 33134

Annual Reports

Report Year	Filed Date
2013	04/22/2013
2014	04/24/2014
2015	04/30/2015

Document Images

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Prepared by and return to:
Ricardo L. Fraga, Esq.
Greenberg Traurig, P.A.
333 S.E. 2nd Avenue
Miami, FL 33131

_____[Space Above This Line For Recording Data]_____

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$474,411 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

SECOND MORTGAGE DEED AND SECURITY AGREEMENT

This Indenture, made this October 27, 2019 by and between **4200 Laguna Holdings, LLC, a Florida limited liability company**, whose address is **4225 Ponce de Leon Blvd, Coral Gables, FL 33146**, hereinafter called the Mortgagor, which term as used in every instance shall include the Mortgagor's heirs, executors, administrators, successors, legal representatives and assigns, either voluntary or by act of the parties, or involuntary by operation of law, and shall denote the singular and/or plural, and the masculine and/or feminine, and natural and/or artificial persons, whenever and wherever the context so requires or admits, party of the first part, and **John Fullerton and Lizet Fullerton** whose address is **2214 Granada Boulevard, Coral Gables, FL 33134**, hereinafter called the Mortgagee, party of the second part:

Witnesseth, That for divers good and valuable considerations, and to secure the payment of the aggregate sum of money named in the note of even date herewith, hereinafter described (the term note as hereafter used shall denote the singular, if one note, or the plural, if more than one note is secured by this mortgage) together with interest thereon and all other sums of money secured hereby as hereinafter provided, the Mortgagor does grant, bargain, sell, alien, remise, release, convey and confirm unto the Mortgagee in fee simple, the following described real estate, of which the Mortgagor is now seized and possessed, and in actual possession, situate, lying and being in **Miami-Dade County, Florida**, to-wit:

Lots 1 and 2, Block 9, REVISED PLAT CORAL GABLES INDUSTRIAL SECTION, according to the Plat thereof, recorded in Plat Book 28, Page 22, of the Public Records of Miami-Dade County, Florida.

Parcel Identification Number: 03-4120-017-1510

And the said Mortgagor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

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This is a second mortgage in the amount of **Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00)** given to secure any present or future obligations of **4200 Laguna Holdings, LLC, a Florida limited liability company.**

TOGETHER with all structures and improvements now and hereafter on said land, and the fixtures attached thereto; and the easements, riparian and littoral rights and appurtenances thereunto belonging, or in any wise appertaining; and all rents, issues, proceeds and profits accruing and to accrue from said premises; and all gas and electric fixtures, heaters, air conditioning equipment, machinery, boilers, ranges, elevators and motors, plumbing fixtures and hardware, window screens, screen doors, venetian blinds, storm shutters and awnings, pool pumps and motors and all other heating, cooking, refrigerating, plumbing, cooling, ventilating, irrigating and power systems and appliances which are now or may hereafter pertain to or be used with, in or on said premises though they may be either detached or detachable.

TOGETHER with all furniture, furnishings, fixtures and equipment contained in or appurtenant to said premises, or which may hereafter from time to time be placed therein, and any substitution or replacement thereof.

TO HAVE AND TO HOLD the same, together with the tenements, hereditament and appurtenances, unto the said Mortgagee, in fee simple.

AND THE SAID MORTGAGOR does hereby covenant with Mortgagee that said Mortgagor is indefeasibly seized with the absolute and fee simple title to said property, and has full power and lawful authority to sell, convey, transfer and mortgage the same; that it shall be lawful at any time hereafter for the Mortgagee to peaceably and quietly enter upon, hold, and occupy said property; that said property is free and discharged from all other and prior liens, assessments, judgments, taxes and encumbrances, except for: Real Estate Taxes for the year 2019, which are not yet due and payable; that said Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; and that said Mortgagor does hereby warrant the title to said land and will defend the same against the lawful claims of all personal whomsoever.

PROVIDED ALWAYS that if the Mortgagor shall pay unto the Mortgagee the sum of money aggregating **Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00)** evidenced by that certain promissory note of even date in the manner therein specified as well as any renewals, modifications and extensions thereof, together with all sums secured hereby and shall pay all other sums provided to be paid by this mortgage, and shall perform, comply with and abide by all the stipulations, agreements, conditions and covenants of said note and of this mortgage; then this mortgage and the estate hereby created shall cease and be null and void. This mortgage secures all present and future loan disbursements made by the Lender to the Borrower.

AND THE MORTGAGOR does hereby further covenant and agree as follows:

1. To pay all and singular the principal and interest and other sums of money payable by virtue of said note and this mortgage, or either, promptly on the days respectively the same severally come due.

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2. To pay all and singular taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on said described property, each and everyone when due and payable according to law, before they become delinquent and, if the same shall not be promptly paid, the Mortgagee may pay the same without waiting or affecting the option to foreclose, or any right hereunder and every payment so made shall bear interest from the date thereof at the maximum default rate as provided in the note secured hereby, provided, however, that Mortgagee shall provide Mortgagor written notice at least ten (10) days prior to such payment. The Mortgagor shall deliver to the Mortgagee receipts evidencing the payment of said taxes, assessments, levies, etc., immediately upon the payment thereof as required under this paragraph. Following Mortgagor's default of a monetary obligation hereunder (and the expiration of all applicable cure periods), Mortgagor may, at Mortgagee's discretion, pay to Mortgagee monthly escrows for real estate taxes and insurance in the amounts required by Lender.

3. To keep the buildings now or hereafter on said land and the fixtures and personal property therein contained insured, in a company or companies reasonably approved by the Mortgagee, against loss by fire, windstorm, and such other casualties, including but not limited to flood insurance, if required under federal law, for such period in no event less than the principal sum of the promissory note, and to pay promptly when due all premiums for such insurance. Mortgagor agrees to deliver renewal of replacement policies of any nature or replacement certificates of insurance to the Mortgagee, at least ten (10) days prior to the expiration or anniversary date of the existing policies. The amounts of insurance required by the Mortgagee shall be the minimum amounts for which said insurance shall be written and it shall be incumbent upon the Mortgagor to maintain such additional insurance as may be necessary to meet and comply fully with all coinsurance requirements contained in said policies to the end that Mortgagor is not a coinsurer there under.

The policy or policies shall be held by and be payable to said Mortgagee, and the Mortgagee shall have the option to receive and apply said payment on account of the indebtedness hereby secured, or permit the Mortgagor to receive or use it, or any part thereof, for any purposes without thereby waiving or impairing the equity, lien or right under and by virtue of this mortgage and may place and pay such 'insurance or any part thereof without waiving or affecting the option to foreclose or any right hereunder, and each such payment shall bear interest at the maximum default rate as provided in the note secured hereby.

Borrower agrees to provide satisfactory evidence that borrower maintains: (1) hazard insurance coverage; (2) Windstorm insurance and (3) flood insurance (the insurance required under clauses (2) and (3) shall be in amounts reasonably satisfactory to Lender) on all of the Collateral, covering such perils, issued by such insurers, in such form and naming such insured parties, as the Lender may reasonably require. Without limiting the generality of the foregoing, any and all insurance policies issued pursuant hereto shall name the Lender as mortgagee/loss payee, and shall require that the Lender receive notice thirty (30) days prior to the modification or termination of the policy.

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4. To permit, commit, or suffer no waste, impairment, abandonment, or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the buildings and/or the personal property located on the mortgaged premises in good condition or repair, the Mortgagee may demand the immediate repair of said property, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty (30) days (or commence to take action to comply with said demand in the event a period of thirty (30) days is not, in good faith, sufficient time to comply with the demand of the Mortgagee), shall constitute a default of this mortgage, and at the option of the Mortgagee, it may immediately mature the entire amount of principal and interest hereby secured, and the Mortgagee, immediately and without notice, may institute proceedings to foreclose this mortgage and apply for the appointment of a receiver, as hereinafter provided.
5. No secondary financing is allowed without the prior written approval of the Lender, which approval shall not be unreasonably withheld, conditioned or delayed.
6. To perform, comply with and abide by all the stipulations, agreements, conditions, and covenants set forth in the note secured hereby and this mortgage.
7. To pay all and singular the costs, fees, charges and expenses of every kind, including the cost of an abstract of title to said lands found to be necessary or expedient in connection with any suit for the foreclosure of this mortgage, and also including, whether the Mortgagee is obligated to pay same or not, reasonable attorney's fees incurred or expended at any time by the Mortgagee because of the failure of the Mortgagor to perform, comply with and abide by all or any of the covenants, conditions, and stipulations of said promissory note, or this mortgage, in the foreclosure of this mortgage, or in collecting the amount secured hereby with or without legal proceedings, or in enforcing the terms, conditions and covenants of this mortgage with or without proceedings, and to reimburse the Mortgagee for every payment made or incurred for any such purpose with interest from date of every such payment at the maximum default rate as provided in the note secured hereby; such payments and obligations, with interest thereon as aforesaid, shall be secured by the lien hereof.
8. To comply with all federal, state and local laws, rules and regulations, subdivision restrictions and the municipal zoning ordinances applicable to the mortgaged property; now in effect or in the future; not to erect or permit to be erected any new buildings on the premises herein mortgaged or to add to or permit to be added to, make or permit to be made, any structural alterations to any of the existing improvements thereon without the written consent of the Mortgagee, which consent shall not be unreasonably withheld, conditioned or delayed (except for any build-out, alteration and/or renovation of the interior of the existing improvements and the non-structural alteration and/or renovation of the exterior of the existing improvements, none of which shall require the prior written consent of Mortgagee), and in the event of any violation or attempt to violate these stipulations, or any of them, this mortgage and all sums secured hereby shall immediately

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become due and payable at the option of the Mortgagee. Notwithstanding anything herein to the contrary, Mortgagor shall be allowed to

MORTGAGOR AND MORTGAGEE further agree to the following:

9. If any of the sums of money herein referred to are not promptly and fully paid within ten (10) days after the same becomes due and payable, or if within thirty (30) days following Mortgagor's receipt of written notice of Mortgagor's failure to comply with any of the stipulations, agreements, conditions and covenants contained in the promissory note and this mortgage, or either, are not fully performed, complied with and abided by, same shall be considered a default of this mortgage, and the promissory note, and the aggregate sum set forth in the promissory note then remaining unpaid, with interest accrued to that time and unpaid, and all monies secured hereby, shall become due and payable forthwith, or thereafter, at the option of the Mortgagee, as fully and completely as if all the said sums of money were originally stipulated to be paid on such day, anything in the promissory note or in this mortgage to the contrary notwithstanding; and thereupon or thereafter, at the option of the Mortgagee, without notice or demand, suit at law or in equity may be prosecuted as if all monies secured hereby had matured prior to its institution.
10. In the event the Mortgagor fails to pay any charges or obligations required to be paid by Mortgagor hereunder, within the time set forth for such payment, the Mortgagee shall have the right to pay such charge or obligation without waiving or affecting the option of the Mortgagee to consider this mortgage in default, provided, however, that Mortgagee shall provide Mortgagor written notice at least ten (10) days prior to such payment. Every such payment so made shall bear interest at the maximum default rate as provided in the note secured hereby. Every such payment shall be deemed additional monies owed by the Mortgagor to Mortgagee, shall be payable on demand of the Mortgagee therefore and shall be secured by the lien of this Mortgage.
11. In the event of a default in any of the terms of this mortgage and or the filing of a complaint to foreclose this or any other mortgage encumbering the within described property, the Mortgagee shall be entitled to apply at any time without notice, pending such foreclosure suit, to the court having jurisdiction thereof for the appointment of a receiver of all and singular the mortgaged property, and of all the rents, incomes, profits, issues and revenues thereof, from whatsoever source derived; and thereupon it is hereby expressly covenanted and agreed that the court shall forthwith appoint a receiver of said mortgaged property, all and singular, and of such rents, incomes, profits, issues and revenues thereof, from whatsoever source derived, with the usual powers and duties of receivers in like cases; and such appointment shall be made by such court as a matter of strict right to the Mortgagee, and without reference to the adequacy or inadequacy of the value of the property hereby mortgaged, or to the solvency or the insolvency of the Mortgagor, and that such rents, profits, incomes, issues, and revenues shall be applied by such receiver to the payment of the mortgage indebtedness, costs and charges, according to the order of such court.
12. Notwithstanding the provisions of Paragraph 11 hereof, all of the rents, deposits, revenues and profits arising out of the operation of the mortgaged property are, by the

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terms hereof, assigned to the Mortgagee as further security for the payment of the indebtedness secured hereby, and no other instrument or documents need to be executed by the Mortgagor to effect such assignment. Any subsequent assignment of the rents, deposits, revenues and profits of the mortgaged property, or any part thereof, shall at all times be inferior and subordinate to the assignment granted hereby and to the rights of the Mortgagee hereunder. This assignment shall continue in affect until the indebtedness secured by this Mortgage is paid in full.

13. Notwithstanding any of the above in Paragraph 12, the aforesaid assignment of rents, deposits, revenues and profits shall only take effect upon the occurrence of any default under this Mortgage or under any of the other loan documents of even date herewith and until such default(s) shall have been cured as defined hereunder or as defined under any of the other loan documents, as the case may be.
14. If all or any part of the property or an interest therein is sold, transferred, encumbered or if there is a change of ownership of the mortgaged premises or of any property encumbered by this mortgage, or in the management, use and operation of the mortgaged premises, or if there is a transfer or change of ownership of Mortgagor, without Mortgagee's, prior written consent, Mortgagee may, at Mortgagee's option, declare all the sums secured by this mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale, transfer, encumbrance or change of ownership, Mortgagee and the person to whom the property is to be sold, encumbered or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this mortgage shall be at such rate as Mortgagee shall request. Furthermore, if an attempted sale or transfer of the property encumbered hereunder or of the ownership of Mortgagor is not consummated and there are any funds to be paid to Mortgagor by virtue of such failure to close or default, whether in the form of a forfeited deposit or liquidated damages or otherwise, then such sums shall be immediately remitted over to Mortgagee to be applied against any interest due and thereafter to reduce the principal of the loan secured hereby. Failure to do so may cause Mortgagee, at Mortgagee's option, to declare all sums secured by this mortgage to be immediately due and payable.
15. In the event the ownership of the mortgage premises, or any part thereof, becomes vested in a person or entity other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured, in the same manner as with the Mortgagor, without in any way vitiating or discharging the Mortgagor's liability hereunder or upon the debt hereby secured. No sale of the premises hereby mortgaged and no forbearance on the part of the Mortgagee, and no extension of the time for the payment of the debt hereby secured given by the Mortgagee, shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein, either in whole or in part.
16. Time is of the essence and no waiver of any obligation hereunder, or of the obligation secured hereby, shall at any time hereafter be held to be a waiver of the terms hereof or of the note secured hereby.

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17. If foreclosure proceedings are instituted on any mortgage inferior to this mortgage or if any foreclosure proceeding is instituted on any lien of any kind (which is not dismissed within thirty (30) days of the commencement of the case), the Mortgagee may at its option immediately or thereafter declare this mortgage and the indebtedness secured hereby, due and payable. If there is any mortgage superior to this mortgage, then failure to pay said mortgage when due and in accordance with its terms or failure to abide by the terms of said mortgage shall be deemed a breach of this mortgage and the Mortgagee at its option may immediately or thereafter declare this mortgage and the indebtedness hereby secured due and payable. Any modification of any mortgage superior to this mortgage or waiver of any principal or interest payments on any note or mortgage superior to this mortgage, including but not limited to the granting and acceptance of future advances pursuant thereto, shall be deemed a breach of the terms and covenants of this mortgage and the Mortgagee hereof may at its option declare this mortgage and the indebtedness secured hereby due and payable.
18. To the extent of the indebtedness of the Mortgagor to the Mortgagee described herein or secured hereby, the Mortgagee is hereby subrogated to the lien or liens and to the rights of the owners and holders thereof of each and every mortgage, lien or other encumbrance on the land described herein which is paid and or satisfied, in whole or in part, out of the proceeds of the loan described herein or secured hereby, and the respective liens of said mortgages, liens of other encumbrances, shall be and the same and each of them is hereby preserved and shall pass to and be held by the Mortgagee herein as security for the indebtedness to the Mortgagee herein described or hereby secured, to the same extent that it would have been preserved and could have passed to and been held by the Mortgagee had it been duly and regularly assigned, transferred, set over and delivered unto the Mortgagee by separate instrument of assignment notwithstanding the fact that the same may be satisfied and canceled of record, it being the intention of the parties hereto that the same will be satisfied and canceled of record by the holders thereof at or about the time of the recording of this mortgage.
19. Subject to all applicable notice provisions provided herein, in order to accelerate the maturity of the indebtedness hereby secured because of the failure of the Mortgagor to pay any tax assessment, liability, obligation or encumbrance upon said property as herein provided, it shall not be necessary or requisite that the Mortgagee shall first pay the same.
20. The mailing of a written notice of demand, addressed to the owner of record of the mortgaged premises, directed to the said owner at the last address actually furnished to the Mortgagee, or directed to the said owner at said mortgaged premises, and mailed by the United States certified mail, return receipt requested, shall be sufficient notice and demand in any case arising under this instrument and required by the provisions hereof or by law. Notice to Mortgagee if required hereunder, shall be deemed properly given when forwarded by certified mail, return receipt requested, with sufficient postage affixed thereto and addressed to Mortgagee at: **2214 Granada Boulevard, Coral Gables, FL 33134.**

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21. If the validity or lien of this mortgage or the note secured hereby be contested by litigation or otherwise, or if any action or proceeding is commenced by Lender to enforce the terms and conditions of this Mortgage or the promissory note which is secured by the Mortgage, or if any action or proceeding shall be commenced in which the Mortgagee is made a party, the Mortgagor agrees to pay to the Mortgagee the cost of defending the same including a reasonable attorney's fee and attorneys' fees on appeal, together with Interest at the maximum default rate as provided in the not secured hereby.
22. In the event that Mortgagor shall (1) consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of Mortgagor's assets, or (2) be adjudicated in bankruptcy, or admit in writing its inability to pay its debts as they become due, or (3) make a general assignment for the benefit of creditors, or (4) file a petition or answer seeking reorganization or arrangement with creditors, or to take advantage of any insolvency law, or (5) file an answer admitting the material allegations of a petition filed against the Mortgagor in any bankruptcy, reorganization or insolvency proceedings, or (6) action taken by the Mortgagor for the purpose of effecting any of the foregoing or (7) any order, judgment or decree shall be entered upon an application of a creditor of Mortgagor by a court of competent jurisdiction approving a petition seeking appointment of a receiver or trustee of all or a substantial part of the Mortgagor's assets and such order, judgment or decree shall continue unstayed and in affect for any period of sixty (60) consecutive days, the Mortgagee may declare the note hereby secured forthwith due and payable, whereupon the principal of and the interest accrued on the note and all other sums hereby secured shall become forthwith due and payable as if all of the said sums of money were originally stipulated to be paid on such day; and thereupon the Mortgagee without notice or demand may prosecute a suit at law and/or in equity as if all monies secured hereby had matured prior to its institution.
23. The Mortgagee may at any time, without notice to any person, grant to the Mortgagor any modification of any kind or nature whatsoever, release any person liable for payment of any indebtedness secured hereby, or allow any change or changes, substitution or substitutions of any of the property described in this mortgage or any other collateral which may be held by the Mortgagee without in any manner affecting the liability of the Mortgagor, of any endorsers, and/or guarantor of the indebtedness hereby secured or any other person for the payment of said indebtedness, together, with interest and any other sums which may be due and payable to the Mortgagee, and also without in any manner affecting or impairing the lien of this mortgage upon the remainder of the property and other collateral which is not changed or substituted; and it is also understood and agreed that the Mortgagee may at any time, without notice to any person, release any portion of the property described in this mortgage or any other collateral, or any portion of any other collateral which may be held as security for the payment of the indebtedness hereby secured, either with or without any consideration for such release or releases, without in any manner affecting the liability of the Mortgagor, the endorsers, and/or guarantors, and all other persons who are or shall be liable for the payment of said indebtedness, and without affecting, disturbing or impairing in any manner whatsoever the validity and priority of the lien of this mortgage or the full amount of the indebtedness remaining unpaid, together with all interest and advances which shall become payable, upon the

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entire remainder of the mortgaged property which is unreleased, and without in any manner affecting or impairing to any extent whatsoever any and all other collateral security which may be held by the Mortgagee. It is distinctly understood and agreed by the Mortgagor and the Mortgagee that any release or releases may be made by the Mortgagee without the consent or approval of any other person or persons whomsoever.

24. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.
25. In the event the premises hereby mortgaged, or any part thereof, shall be condemned and taken under the power of eminent domain, the Mortgagee shall have the right to demand that all damages awarded for the taking of or damages to said premises shall be paid to the Mortgagee, its successors or assigns, up to the amount then unpaid on this mortgage and may be applied against the payment or payments last payable thereon.
26. The Mortgagor will keep adequate records and books of account in accordance with generally accepted accounting principles and will permit the Mortgagee, by its agents, accountants and attorneys, to visit and inspect the premises and examine the records and books of Mortgagor and to discuss the affairs, finances and accounts with Mortgagor at such reasonable times as may be requested by the Mortgagee.
27. The Mortgagor will, at the cost of the Mortgagor, and without expense to the Mortgagee, do, execute, acknowledge, and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers and assurances as the Mortgagee shall from time to time reasonably require, for the better assuring, conveying, assigning, transferring and confirming unto the Mortgagee the property and rights hereby conveyed or assigned or intended now or here after so to be, or which the Mortgagor may be or may hereafter become bound to convey or assign to the Mortgagee, or for carrying out the intention or facilitating the performance of the terms of this mortgage and/or any other loan documents, or for filing, registering or recording this Mortgage and/or any other loan documents, and, on demand, will execute and deliver financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien hereof upon the mixed or personal property.
28. (a) The Mortgagor forthwith upon the execution and delivery of this mortgage and thereafter from time to time, will cause this mortgage, and any security instrument creating a lien or evidencing the lien hereof upon the real and/or personal property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and to fully protect the lien and interest of the Mortgagee in the mortgaged property.

(b) The Mortgagor will pay all filing, registration or recording fees, and all expenses incident to the preparation, execution and acknowledgment of this mortgage, any mortgage supplemental hereto, any security instrument with respect to the chattels, and any instrument of further assurance, and all federal, state, county municipal stamp taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection

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with the execution and delivery of the note, this mortgage, any mortgage supplemental hereto, any security instrument with respect to the chattels or any instrument of further assurance.

29. The Mortgagor will pay, from time to time when the same shall become due, all claims and demands of mechanics, material men, laborers, and others which, if unpaid, might result in, or permit the creation of, a lien on the mortgaged property, whether paramount or subordinate to this mortgage, or any part thereof, or on the revenues, rents, issues, income and profits arising therefrom and in general will do or cause to be done everything necessary so that the lien of this mortgage shall be fully preserved, at the cost of the Mortgagor, without expense to the Mortgagee. The claims of mechanics, material men and/or laborers which may give rise to mechanics' liens shall be released, discharged or bonded by Mortgagor with a cash or surety bond in the amount required by law for the bonding of mechanics' liens within thirty (30) days of the recording of the claim of lien.
30. The Mortgagor shall, within five (5) business days after written demand by the Mortgagee, execute in such form as shall be required by the Mortgagee, an estoppel certificate and waiver of defenses, duly acknowledged, setting forth the amount of principal and interest unpaid under the promissory note and the general status of this mortgage.
31. This mortgage shall constitute a security agreement under the Florida Uniform Commercial Code as it presently exists and may hereafter exist in the State of Florida and a carbon, photographic or other re-production of either this mortgage or a financing statement shall be sufficient. The Mortgagor hereby gives and grants unto Mortgagee a security interest in and to the furniture, fixtures, essential equipment, inventory, licenses, permits and contract rights necessary and normally used in the operation of the mortgaged premises. Mortgagor further agrees to execute and deliver to Mortgagee, simultaneously with the execution and delivery of this mortgage, or at any other time at the request of Mortgagee, any and all Uniform Commercial Code financing statements reasonably required by Mortgagee to effect the purposes and intent of this paragraph. The remedies for any violation of the covenants, terms and conditions contained in this mortgage shall be as prescribed (i) in this mortgage, (ii) by general law or (iii) as to any items included in the definition of the Premises that may also be listed in any filed financing statement, by the specific statutory provisions now or hereafter enacted and specified in the Florida Uniform Commercial Code, all at Mortgagee's sole election. Mortgagor and Mortgagee agree that the filing of such a financing statement in the records normally pertaining to personal property shall never derogate from or impair in any way their declared intention that everything used in connection with the production of income from the Premises or described or reflected in this mortgage is (and at all times, for all purposes and in all proceedings, both legal and equitable, shall be regarded as) part of the real estate to the fullest extent permitted by law, irrespective of whether (i) any such item is physically attached to the improvements, (ii) serial numbers are used for the better identification of certain items of equipment capable of being thus identified in a recital contained herein or in a list filed with Mortgagee, or (iii) any such item is referred to or reflected in any such financing statement so filed at any time. Similarly,

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the mention in any such financing statement of (a) the rights in or the proceeds of any insurance policy, (b) any award in eminent domain proceedings for a taking or for loss of value, (c) Mortgagors interest as the lessee under a lease or as the lessor in any present or future lease or sublease or any right to income growing out of the use or occupancy of the Property or improvements thereto, whether pursuant to lease or sublease or otherwise, or (d) any other item included in the definition of the Premises, shall never be construed to alter any of the rights of Mortgagee as determined by this mortgage or to impugn the priority of the interests of Mortgagee granted in this mortgage or by any other recorded instrument; such mention in a financing statement is declared to be for the protection of Mortgagee in the event any court shall hold with respect to (a), (b), (c) or (d) that notice of Mortgagee's priority of interest, to be effective against a particular class of persons, including but not limited to the federal government and any subdivision or entity of the federal government must be filed in the Uniform Commercial Code Records.

32. If this mortgage and the promissory note secured hereby be modified, extended, renewed or in any other manner altered at the request of Mortgagor or any other party obligated hereunder or under the note secured hereby or upon agreement with the Mortgagee, Mortgagor shall pay to Mortgagee any and all costs of such modification, extension or renewal including but not limited to title review, Uniform Commercial Code review, additional cost of recording and such attorneys' fees as may be incurred by the Mortgagee for such modification, extension or renewal.
33. In the event anyone or more of the provisions contained in this mortgage or in the note or in any other loan document shall for any reason be hold to be inapplicable, invalid, illegal or unenforceable in any respect, such inapplicability, invalidity, illegality or unenforceability shall, at the option of the Mortgagee, not affect any other provision of this mortgage, but this mortgage shall be construed as if such inapplicable, invalid, illegal or unenforceable provision had never been contained herein or therein.
34. All of the grants, covenants, terms, provisions and conditions herein shall run with the land and shall apply to, bind and inure to the benefit of, the successors and assigns of the Mortgagor and the successors and assigns of the Mortgagee.
35. No change or modification of this mortgage shall be valid unless the same is in writing and signed by both Mortgagor and Mortgagee.
36. This mortgage shall be governed by the laws of the State of Florida.
37. Any sum or sums which may be loaned or advanced by the Mortgagee to the Mortgagor at any time during the term of this mortgage or of the note secured hereby but within the time limit authorized by Florida law for making valid future advances, together with interest thereon at the rate agreed upon at the time of such loan or advance, shall be equally secured with and have the same priority as the original indebtedness and be subject to all the terms and provisions of this mortgage; provided, that the then aggregate amount of principal outstanding shall not exceed twice the original principal sum secured hereby.

38. It is the intent hereof, to secure payment of the note and obligation secured hereby whether the entire amount shall have been advanced to the Mortgagor on the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this instrument of advance in the future. The total amount of indebtedness secured hereby may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed twice the original principal sum secured hereby together with interest accrued thereon and any disbursements made for the payment of taxes, levies, insurance premiums or advances made by the Mortgagee as herein elsewhere provided for the protection of the property covered by the lien of this mortgage, with interest thereupon; and this mortgage shall secure any and all additional or further monies which may be advanced by Mortgagee, which future advances of money, if made, shall be evidenced by a note or notes executed by the Mortgagor to the Mortgagee bearing such rate of interest and with such maturities as shall be determined from time to time, but any and all such future advances secured by this mortgage shall be made within the time limit authorized by Florida law for making valid future advances. Nothing herein contained shall be deemed an obligation on the part of the Mortgagee to make any future advances.
39. In the event of the passage, after the date of this mortgage, of any Federal, state or local law, deducting from the value of real property for the purposes of taxation of mortgages or debts secured by mortgages for Federal, state or local purposes, or the manner of the collection of any such taxes, or the imposing a tax, either directly or indirectly, on this mortgage or the note secured hereby, the holder of this mortgage and of the debt which it secures shall have the right to declare the principal sum and the interest due on a date to be specified by not less than thirty (30) days written notice to be given to the Mortgagor by the Mortgagee, provided, however, that such election shall be ineffective if the Mortgagor is permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if the Mortgagor, prior to such specified date does pay such tax and agrees to pay any such tax when thereafter levied or assessed against the premises, then such agreement shall constitute a modification of this mortgage.
40. If at any time the State of Florida shall determine that the documentary stamps affixed to the note or hereto or the taxes paid on this mortgage are insufficient and that additional stamps or taxes should thereafter be affixed or paid, the Mortgagor shall pay for the same, together with any interest or penalties imposed in connection with such determination, and the amount of money needed to pay for such stamps or taxes and penalties shall, until such stamps are purchased and affixed and such taxes and penalties paid, be a portion of the indebtedness secured by this mortgage and bear interest from the date of such determination at the maximum default rate as provided in the note secured hereby.
41. Any payment made in accordance with the terms of this mortgage by any person at any time liable for the payment of the whole or any part of the sums now or hereafter secured by this mortgage, or by any subsequent owner of the premises, or by any other person whose interest in the premises might be prejudiced in the event of a failure to make such payment, or by any stockholder, officer or director of a corporation which at any time

may be liable for such payment or may own or have such an interest in the premises, shall be deemed, as between the Mortgagee and all persons who at anytime may be liable as aforesaid or may own the Premises, to have been made on behalf of all such persons.

42. Acceptance by the Mortgagee of any payment which is less than full payment of all amounts due and payable at the time of such payment, even if made by one other than the obligor; or a waiver of any default hereunder by Mortgagor shall not constitute a waiver of a further occurrence of same or similar default and therefore of Mortgagee's right to exercise its option to declare the whole of the principal sum then remaining unpaid, together with all accrued interest thereon, immediately due and payable without notice, or any other rights of the Mortgagee except and as to the extent otherwise provided by law.
43. The rights of the Mortgagee arising hereunder or allowed or permitted to Mortgagee by law, shall be separate, distinct and cumulative, and the selection of one remedy shall not preclude the selection of another or other remedies until Mortgagee shall have recovered all sums due It, together with the appropriate interest and all costs of collections, including attorney's fees and appellate attorney's fees.
44. Wherever used in this mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Mortgagor" shall mean "Mortgagor and/or any subsequent owner or owners of the premises", the word "Mortgagee" shall mean "Mortgagee or any subsequent holder or holders of this mortgage", the word "note" shall mean "note or notes of even date herewith secured by this mortgage, and any additional notes hereafter to be issued secured by this mortgage pursuant to the future advance provision hereof; the word "person" shall mean an individual, corporation, partnership or unincorporated association, joint stock corporation and joint venture", and pronouns of any gender shall include the other genders, and either the singular or plural shall include the other. If the Mortgagor consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several.
45. If at any time any of the buildings or the Improvements or the equipment now or hereafter located on or in the premises be unprotected or unguarded, or the premises be allowed to remain vacant or deserted for more than thirty (30) consecutive days, Mortgagee may, at its option, employ watchmen for the premises and expend any monies deemed by it necessary to protect the premises and the building and improvements thereon and the personal property therein from waste, vandalism and other hazards, depredation or injury, and the amount of any monies expended for such purposes with interest at the maximum default rate as provided in the note secured hereby, and payment of sums so expended shall be due and payable by Mortgagor to Mortgagee on demand and be added to the indebtedness and be secured by this mortgage.
46. In addition to the obligations described above (as evidenced by the note or otherwise) this mortgage is given to secure any and all obligations from the Mortgagor (and of Obligor of the note secured hereby if other than Mortgagor) to Mortgagee arising by virtue of any security agreement, promissory note, guaranty or other agreement between Mortgagor and Mortgagee and for all obligations of Mortgagor (and of Obligor of the note secured

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hereby if other than Mortgagor) to Mortgagee, contingent or absolute, direct or indirect, regardless of however or whenever created.

47. Mortgagor represents, warrants, covenants and agrees to perform, all of his obligations under this mortgage, the note secured hereby and any other instrument evidencing and/or securing the indebtedness secured hereby. The execution, delivery and performance of this mortgage, the note secured hereby, and any other documents being executed in connection herewith, do not violate any provisions of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award having applicability to the Mortgagor or any other person executing and delivering such instrument, note or other documents; or result in a breach of, or constitute a default under, any indenture or loan agreement, mortgage, or any other agreement, lease or instrument to which Mortgagor or such other person or entity is a part or by which they or their properties maybe bound or affected. This mortgage, the note secured hereby, and all other documents being binding obligations of the Mortgagor, or any other person executing same, as the case may be, enforceable against them in accordance with their respective terms.
48. Mortgagor (if a corporation, partnership, or other business entity) represents, warrants, covenants and agrees that it is duly organized, validly existing and in good standing under the laws of the country of its creation and of Florida, and has requisite power and authority (corporate or otherwise), to conduct its business, to own its properties, and to execute and deliver this mortgage, the note secured hereby and any other instrument evidencing and/or securing the indebtedness secured hereby. The execution, delivery and performance of this mortgage, the note secured hereby, and any other documents being executed in connection herewith, have been duly authorized by all necessary action (corporate or otherwise) and do not require any consent or approval of its stockholders (if a corporation) or any other person or entity which has not been obtained.
49. That the undersigned Mortgagor hereby represents and certifies that the extension of credit secured by this mortgage is exempt from any and all provisions of the Federal Consumers Credit Protection Act (Truth-in-Lending Act) and Regulation "Z" of the Board of Governors of the Federal Reserve System; because the loan or credit represented by this mortgage and the note secured hereby is only for business or commercial purposes of the Mortgagor other than agricultural purposes and the proceeds of the loan are not being used for personal, family, and household or agricultural purposes.
50. Mortgagee, by accepting this Mortgage: (a) acknowledges that 4200 Laguna Holdings, LLC, a Florida limited liability company ("First Mortgagor") is the holder of a first mortgage in the original principal amount of \$1,800,000.00, and such mortgage is recorded in the Public Records of Miami-Dade County, Florida (the "First Mortgage") (the promissory note secured by the First Mortgage is herein referred to as the "First Note"), and (b) agrees that the lien, terms, and conditions of this Mortgage, regardless of any amendments or modifications thereto, are and shall at all times remain subordinate to the First Mortgage.

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51. Mortgagor, by granting this Mortgage, agrees (i) not to encumber the Mortgaged Property except to the extent encumbered by the outstanding principal balance under the First Mortgage as of the date of this Mortgage, (ii) any default under the First Mortgage shall constitute a default under this Mortgage.

If the First Mortgage or the First Note shall be in default for any reason, or should any suit be commenced to enter a judgment on the First Note or to foreclose the First Mortgage, such default or commencement of foreclosure or commencement of suit shall constitute a default under this Mortgage on account of which the whole of the indebtedness secured hereby shall, at once, at the option of Mortgagee, become due and payable without notice to the Mortgagor; and Mortgagee may, but shall not be required to, cure any such defaults and/or perform such acts that may be necessary to secure the dismissal of any such suit, and all monies advanced for that purpose, with interest thereon at the Default Rate of interest from the time of the advance or advances therefor shall, without demand or notice, be immediately due and payable by Mortgagor to Mortgagee and shall be added to the indebtedness secured by this Mortgage.

Mortgagor agrees that Mortgagor will not consent to the modification or amendment of the First Note, the First Mortgage or any other instruments securing the First Note without the prior written consent of Mortgagee.

Mortgagor hereby represents, covenants and agrees that:

- (a) Mortgagor will promptly perform and observe all of the terms, covenants and conditions required to be performed and observed under the First Mortgage and under the First Note and will do all things necessary to preserve and to keep the First Mortgage and the First Note free from default.
- (b) Mortgagor will promptly notify the Mortgagee in writing of any default in the performance or observance of any of the terms, covenants or conditions to be performed under the First Mortgage and the First Note.
- (c) Mortgagor will (i) promptly notify the Mortgagee in writing of the receipt by the Mortgagor of any notice from the mortgagee under the First Mortgage and the holder of the First Note, and (ii) promptly cause to be delivered to the Mortgagee a copy of each such notice received regarding the First Mortgage and/or the First Note.
- (d) Mortgagor will not, without the prior written consent of the Mortgagee, enter into any agreement or accept the benefit of any arrangement whereby the holder of the First Note or the mortgagee under the First Mortgage waives, postpones, extends, reduces, or modifies the payment of any installment of principal or interest or any other item or amount now required to be paid under the terms of the First Mortgage or the First Note or modifies any provision thereof.
- (e) Mortgagor shall execute and deliver, on request of the Mortgagee, such instruments as the Mortgagee may deem useful or required to permit the

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Mortgagee to cure any default under the First Mortgage and the First Note or permit the Mortgagee to take such other action as the Mortgagee considers desirable to cure or remedy the matter in default and preserve the interest of the Mortgagee in the Mortgaged Property.

The generality of the provisions of this section relating to the First Mortgage and First Note shall not be limited to other provisions of this Mortgage setting forth particular obligations of the Mortgagor which are also required of the Mortgagor under the First Mortgage and the First Note.

52. THE MORTGAGOR SPECIFICALLY AGREES THAT IT WAIVES ALL RIGHTS TO RELY ON OR ENFORCE ANY ORAL STATEMENTS MADE PRIOR TO OR SUBSEQUENT TO THE SIGNING OF THIS DOCUMENT
53. MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS MORTGAGE OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS MORTGAGE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGEE ACCEPTING THIS MORTGAGE.

Executed at **Miami-Dade County, Florida** on the date written above.

Signed, sealed and delivered in the presence of:

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$ 477,394.21 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

4200 Laguna Holdings, LLC, a Florida limited liability company

By: [Signature]
Jose R. Boschetti, Manager

Witness Name: Jennifer Duran

Witness Name: Jennifer Perez U.

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 28 day of October, 2019 by Jose R. Boschetti, Manager of 4200 Laguna Holdings, LLC, a Florida limited liability company, on behalf of said firm. He/she is personally known or ☐ has produced a driver's license as identification.

[Notary Seal]



[Signature]
Notary Public

Printed Name: _____

My Commission Expires: _____