



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 1/23/2021

Property Information	
Folio:	03-4117-007-0640
Property Address:	3280 PONCE DE LEON BLVD Coral Gables, FL 33134-7252
Owner	GL PONCE 26 LLC
Mailing Address	2750 CORAL WAY #200 MIAMI, FL 33145 USA
PA Primary Zone	6400 COMMERCIAL - CENTRAL
Primary Land Use	1813 OFFICE BUILDING - MULTISTORY : OFFICE BUILDING
Beds / Baths / Half	0 / 0 / 0
Floors	2
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	14,698 Sq.Ft
Lot Size	7,544 Sq.Ft
Year Built	1960



Assessment Information			
Year	2020	2019	2018
Land Value	\$3,017,600	\$2,263,200	\$1,697,400
Building Value	\$1,469,800	\$1,336,800	\$1,820,550
XF Value	\$0	\$0	\$0
Market Value	\$4,487,400	\$3,600,000	\$3,517,950
Assessed Value	\$3,960,000	\$3,600,000	\$3,517,950

Benefits Information				
Benefit	Type	2020	2019	2018
Non-Homestead Cap	Assessment Reduction	\$527,400		

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
17 54 41 PB 14-25 COCONUT GROVE SEC 1-CORAL GABLES LOTS 24 TO 26 INC BLK 7 LOT SIZE 75.440 X 100 OR 16439-1801-1803 0694 6 (6)

Taxable Value Information			
	2020	2019	2018
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$3,960,000	\$3,600,000	\$3,517,950
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$4,487,400	\$3,600,000	\$3,517,950
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$3,960,000	\$3,600,000	\$3,517,950
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$3,960,000	\$3,600,000	\$3,517,950

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
01/31/2020	\$2,700,000	31805-2710	Affiliated parties
12/15/2011	\$5,292,000	27930-3747	Qual on DOS, multi-parcel sale
04/16/2010	\$4,250,000	27254-4899	Qual on DOS, multi-parcel sale
06/01/1994	\$2,300,000	16439-1801	Other disqualified

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

Version:

CITY'S

EXHIBIT

- 1) 3280 Ponce de Leon Blvd – You can shorten the name of the mortgagee on the envelope to “Wilmington Trust, N.A.”, but please put the entire name and the reference numbers on the notice.

<p><u>Owner (Sunbiz RA address)</u> GL Ponce 26, LLC c/o Adam L. Greenberg Registered Agent 2750 Coral Way, Ste. 200 Miami, FL 33145-3200</p>	<p><u>First Mortgagee (Mortgage address)</u> Wilmington Trust, N.A., as Trustee for Morgan Stanley Bank of America Merrill Lynch Trust 2015-C23, Commercial Mortgage Pass-Through Certificates, Series 2015-C23 c/o Wells Fargo Bank, N.A. Wells Fargo Commercial Mortgage Servicing Three Wells Fargo, 401 S. Tryon Street, 8th Floor Mac DI050-084 Charlotte, North Carolina 28202 Re: MSBAM 2015-C23 Loan No.: 695100493</p>
<p><u>Mortgagee (FDIC address)</u> Wilmington Trust, N.A., as Trustee for Morgan Stanley Bank of America Merrill Lynch Trust 2015-C23, Commercial Mortgage Pass-Through Certificates, Series 2015-C23 1100 N. Market St Wilmington, DE 19801-1243</p>	

CITY'S
EXHIBIT 2



Home Citizen Services Business Services Back to Coral Gables.com

Permits and Inspections: Search Results

Logon Help Contact

New Permit Search

1 2 » >|

Permit Search Results

Permit#:	App. Date	Street Address	Type	Description	Status	Issue Date	Final Date	Fees Due
RC-21-01-6307	01/27/2021	3280 PONCE DE LEON BLVD	BLDG RECERT / CRB	BUILDING RECERTIFICATION (YEAR BUILT 1960)	pending			0.00
ZN-20-11-5310	11/05/2020	3280 PONCE DE LEON BLVD	ASPHALT - RESURFACE / SEALANT	MILLING, RESURFACING & STRIPING EXISTING PARKING LOT \$36750	issued	01/22/2021		0.00
PL-20-11-5311	11/05/2020	3280 PONCE DE LEON BLVD	PLUMB COMMERCIAL / RESIDENTIAL WORK	PLUMBING WORK FOR COMM INTERIOR ALTERATIONS (TOTAL RENAL CARE) \$29725	approved			1242.70
BL-20-10-7095	10/27/2020	3280 PONCE DE LEON BLVD	FENCE/GATE/WALL	*COMMERCIAL ALUMINUM PICKET FENCE, RAILINGS AT HC RAMP, GATES AT DUMPSTER ENCLOSURE \$11,700	issued	12/02/2020		0.00
BL-20-10-6980	10/23/2020	3280 PONCE DE LEON BLVD	AWNINGS / CANOPY	INSTALL NEW AWNING(1) @ MAIN ENTRANCE \$5100	pending			0.00
EL-20-06-6478	06/11/2020	3280 PONCE DE LEON BLVD	ELEC COMMERCIAL / RESIDENTIAL WORK	COMM INTERIOR ALTERATIONS (TOTAL RENAL CARE)	issued	01/28/2021		0.00
ZN-20-05-6984	05/28/2020	3280 PONCE DE LEON BLVD	PAINT / RESURFACE FL / CLEAN	COMMERCIAL *PRESSURE CLEAN & PAINT EXT WALLS IN PRE APPROVED SW 7029 - AGREEABLE GRAY* - \$5,700	final	06/09/2020	07/07/2020	0.00
BL-20-05-6992	05/28/2020	3280 PONCE DE LEON BLVD	INTERIOR ALTERATION ONLY	COMM INTERIOR ALTERATIONS (TOTAL RENAL CARE) \$29725	issued	12/03/2020		0.00
EL-20-03-7304	03/19/2020	3280 PONCE DE LEON BLVD	ELEC COMMERCIAL / RESIDENTIAL WORK	AC CHANGE OUT - \$5,064	final	03/31/2020	06/03/2020	0.00
CE-19-11-3976	11/04/2019	3280 PONCE DE LEON BLVD	CODE ENF LIEN SEARCH	LIEN SEARCH	final	11/14/2019	11/14/2019	0.00
EL-19-10-5286	10/22/2019	3280 PONCE DE LEON BLVD	ELEC COMMERCIAL / RESIDENTIAL WORK	COMMERCIAL *EXACT AC CHANGE OUT - 2 RTU ROOF TOP UNITS & 3 SPLIT SYSTEMS \$39,397	final	06/01/2020	06/03/2020	0.00
UP-19-10-5039	10/16/2019	3280 PONCE DE LEON BLVD	UPFRONT FEE - THIS IS NOT A PERMIT	UPFRONT FEE FOR ME-19-10-5038 *COMMERCIAL *EXACT AC CHANGE OUT - 2 RTU ROOF TOP UNITS & 3 SPLIT SYSTEMS \$	pending			0.00

CITY'S

EXHIBIT 3

ME-19-10-5038	10/16/2019	3280 PONCE DE LEON BLVD	MECH COMMERCIAL / RESIDENTIAL WORK	COMMERCIAL *EXACT AC CHANGE OUT - 2 RTU ROOF TOP UNITS & 3 SPLIT SYSTEMS \$39,397	issued	11/12/2019		0.00
UP-19-09-3616	09/09/2019	3280 PONCE DE LEON BLVD	UPFRONT FEE - THIS IS NOT A PERMIT	UPFRONT FEE FOR ME-19- 09-3613 AC CHANGE OUT - \$5,064	final	09/09/2019	09/09/2019	0.00
ME-19-09-3613	09/09/2019	3280 PONCE DE LEON BLVD	MECH COMMERCIAL / RESIDENTIAL WORK	AC CHANGE OUT - \$5,064	issued	10/09/2019		0.00
AB-19-02-3650	02/12/2019	3280 PONCE DE LEON BLVD	BOA COMPLETE (LESS THAN \$75,000)	COMMERCIAL *STANDBY GENERATOR/ SLAB/ ATS \$32295	issued	02/12/2019		0.00
CE-18-02-2787	02/23/2018	3280 PONCE DE LEON BLVD	CODE ENF TICKET PROCESS - NO RUNNING FINE	GOVQA Ticket - CE273831/T57866	final	02/27/2018	02/27/2018	0.00
ZN-17-12-1976	12/20/2017	3280 PONCE DE LEON BLVD	ASPHALT - RESURFACE / SEALANT	DF & F SEALCOATTING AND STRIPING PARKING LOT \$7467	final	03/14/2018	03/22/2018	0.00
UP-17-12-1979	12/20/2017	3280 PONCE DE LEON BLVD	UPFRONT FEE - THIS IS NOT A PERMIT	UPFRONT FEE FOR ZN17121976 DF & F SEALCOATTING AND STRIPING PARKING LOT \$7467	final	03/21/2018	03/21/2018	0.00
CE-17-06-1315	06/07/2017	3280 PONCE DE LEON BLVD	CODE ENF LIEN SEARCH	LIEN SEARCH	final	06/15/2017	06/15/2017	0.00
ME-16-11-7131	11/15/2016	3280 PONCE DE LEON BLVD	MECH COMMERCIAL / RESIDENTIAL WORK	EXACT CHANGE OUT OF AC UNIT (6.5 TON) \$ 11,948	stop work	11/17/2016		0.00
PW-16-05-6573	05/11/2016	3280 PONCE DE LEON BLVD	OBSTRUCTION OF ROW W/TRUCK PERMIT	OBSTRUCTION OF ROW W/LIFT RESUBMITTED 7-6-16	final	07/11/2016	02/20/2020	0.00
UP-16-02-2876	02/25/2016	3280 PONCE DE LEON BLVD	UPFRONT FEE - THIS IS NOT A PERMIT	UPFRONT FEE BL-16-02- 2875, **COMMERCIAL** RE-ROOF FLAT \$73,311	final	02/25/2016	02/25/2016	0.00
BL-16-02-2875	02/25/2016	3280 PONCE DE LEON BLVD	ROOF / LIGHT WEIGHT CONC	**COMMERCIAL** RE- ROOF FLAT-GAF ROOF SYSTEM W/ EVERGUARD TPO TOPSHEET \$73,311	final	03/07/2016	03/22/2016	0.00
CE-15-04-4072	04/03/2015	3280 PONCE DE LEON BLVD	CODE ENF LIEN SEARCH	LIEN SEARCH	final	04/06/2015	04/06/2015	0.00
ZV-15-03-5307	03/30/2015	3280 PONCE DE LEON BLVD	ZONING LETTER VERIFICATION	ZONING VERIFICATION LETTER	pending			0.00
CE-13-08-0210	08/05/2013	3280 PONCE DE LEON BLVD	CODE ENF WARNING PROCESS	WT12183 105-27 CITY CODE (GRA) GRAFFITI ON DUMOSTER ENCLOSURE DOOR (REMOVE WITHIN 72 HOURS FROM 1200PM)	final	08/05/2013	08/05/2013	0.00
CE-13-07-0950	07/15/2013	3280 PONCE DE LEON BLVD	CODE ENF WARNING PROCESS	WT12145 105-27 CITY CODE (GRA) GRAFFITI ON DUMPSTER ENCLOSRE WALL	final	07/15/2013	07/15/2013	0.00
CE-13-07-0949	07/15/2013	3280 PONCE DE LEON BLVD	CODE ENF WARNING PROCESS	WT12145 105 CITY CODE (MIN) DUMPSTER ENCLOSURE DOORS IN DISCREPAIR, AND WALLS DIRTY	final	07/15/2013	07/15/2013	0.00
CE-13-07-0948	07/15/2013	3280 PONCE DE LEON BLVD	CODE ENF WARNING PROCESS	WT12145 54-29 CITY CODE (TRA) TRASH AND DEBRIS ON FLOOR IN DUMPSTER ENCLOSURE AREA	final	07/15/2013	07/15/2013	0.00
CE-12-05-8332	05/10/2012				final	05/10/2012	05/14/2012	0.00

		3280 PONCE DE LEON BLVD	CODE ENF WARNING PROCESS	VERBAL WARNING 4-301 SPOKE TO FACILITY ADMINISTRATOR/SANDRA FLEITES (305) 448-9888 REGARDING DROPI OFF PATIENTS BEFORE ALLOWABLE HOURS AND NOISE FROM AMBULANCES. SHE STATED THAT SHE WOULD CORRECT IMMEDIATELY. AS PER ELI - I GAVE HER A COPY OF THE CODE ALONG WITH THE COPY OF THE CERTIFICATE OF USE FOR "DAVITA"						
CE-11-09-6540	09/19/2011	3280 PONCE DE LEON BLVD	CODE ENF LIEN SEARCH	LIEN SEARCH	final	09/21/2011	09/21/2011	0.00		
ZN-11-05-7334	05/31/2011	3280 PONCE DE LEON BLVD	RAIN GUTTERS & DOWNSPOUTS	CANCELLED - INSTALL NEW GUTTERS & DOWNSPOUTS \$835	canceled		09/30/2015	0.00		
BL-11-02-4732	02/08/2011	3280 PONCE DE LEON BLVD	INT / EXT ALTERATIONS	(31) STOREFRONT WINDOWS & DOORS IMPACT GLASS AND FRAME \$36000	final	03/09/2011	06/21/2011	0.00		
AB-11-02-4685	02/07/2011	3280 PONCE DE LEON BLVD	BOA COMPLETE (LESS THAN \$75,000)	(31) WINDOWS AND STOREFRONT IMPACT GLASS AND FRAME \$36000	final	02/07/2011	09/08/2011	0.00		
SD-10-06-4845	06/23/2010	3280 PONCE DE LEON BLVD	SHOP DRAWINGS	SHOP DRAWING DOOR	final	07/06/2010	07/06/2010	0.00		
PU-10-04-3271	04/01/2010	3280 PONCE DE LEON BLVD	PUBLIC RECORDS SEARCH	REQ RECERTIFICATION CRM INV 009962	final	04/02/2010	04/02/2010	0.00		
ZV-10-03-2916	03/01/2010	3280 PONCE DE LEON BLVD	ZONING LETTER VERIFICATION	ZONING VERIFICATION	final	03/04/2010	03/04/2010	0.00		
PW-10-02-3642	02/19/2010	3280 PONCE DE LEON BLVD	SEWER PERMIT- WATER LINES BY PRIVATE CONTRACTORS	INSTALLATION OF WATERMAIN EXTENSION PERMIT RENEWAL NO. PW09092195	final	02/19/2010	03/11/2010	0.00		
EL-09-10-2491	10/09/2009	3280 PONCE DE LEON BLVD	ELEC COMMERCIAL / RESIDENTIAL WORK	BURGLAR ALARM SYSTEM \$1,250	final	10/12/2009	11/13/2009	0.00		
PW-09-09-2195	09/14/2009	3280 PONCE DE LEON BLVD	SEWER PERMIT- WATER LINES BY PRIVATE CONTRACTORS	INSTALLATION OF WATERMAIN EXTENSION	final	09/29/2009	09/21/2011	0.00		
EL-09-07-3025	07/22/2009	3280 PONCE DE LEON BLVD	ELEC COMMERCIAL / RESIDENTIAL WORK	SUPPLAMENT, INSTALL FIRE ALARM SYSTEM	final	08/06/2009	08/06/2009	0.00		
ME-09-05-2605	05/18/2009	3280 PONCE DE LEON BLVD	MECH COMMERCIAL / RESIDENTIAL WORK	REPLACE 7.5 TON A/C UNIT, 2 HEATING UNITS \$14,000	final	05/19/2009	06/01/2009	0.00		
PW-09-03-2165	03/17/2009	3280 PONCE DE LEON BLVD	UTILITIES (MIAMI DADE WATER & SEWER) PERMIT	WATERMAIN INSTALLATION IN ALLEY \$315	final	03/18/2009	06/01/2010	315.00		
PW-09-02-1819	02/12/2009	3280 PONCE DE LEON BLVD	SEWER PERMIT- WATER LINES BY PRIVATE CONTRACTORS	REMOVAL OF ABANDONED PUMP STATION MANHOLE NO FEE AS PER RAD	final	03/11/2009	03/11/2009	379.00		
RV-09-02-1694	02/10/2009	3280 PONCE DE LEON BLVD	REVISION TO PERMIT	REVISION (ADA REVISION)	final	02/10/2009	02/10/2009	0.00		

RV-08-12-1412	12/19/2008	3280 PONCE DE LEON BLVD	REVISION TO PERMIT	REVISION TO # EL08081252 - ADDING 27 FIRE ALARM DEVICES	final	01/15/2009	01/15/2009	0.00
EL-08-12-0459	12/01/2008	3280 PONCE DE LEON BLVD	ELEC LOW VOLTAGE SYSTEM	INSTALL TV FOR THE INTERIOR, A/C & DUMPSTER ENCLOSURES BLOCK UPS & DOOR REPLACEMENT	final	12/03/2008	01/09/2009	0.00
RV-08-11-1030	11/21/2008	3280 PONCE DE LEON BLVD	REVISION TO PERMIT	ARCH,MECH,ELEC,PLUMB REVISION TO PLANS	final	01/05/2009	01/05/2009	0.00
AB-08-11-0715	11/17/2008	3280 PONCE DE LEON BLVD	BOA PRELIMINARY/MED BONUS/FINAL	REV TO PERMIT BL08031119 EXT. & INT. ALTERATIONS \$216500	final	11/17/2008	09/08/2011	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).



City of Coral Gables
Fire Department
Fire Prevention Division
2151 Salzedo Street, Coral Gables, FL 33134
Fax (305) 460-5598

The items noted below are in violation of the Florida Fire Prevention Code and/or the Florida Administrative Code. Nothing in this report supersedes any previously written, still existing violations for this occupancy/building. You are directed to comply with corrective measures as indicated.

Occupant Name: DaVita Dialysis
Address: 3280 Ponce De Leon Boulevard
City: Coral Gables
Suite:

Inspection Date: 12/5/2019
InspectionType: AA-Tactical, Business Core
Inspected By: Madelaine Mendez
305-460-5563
mmendez@coralgables.com
Occ. Sq. Ft.: 14698
Occupant Number: 180451

Insp. Result	Location	Code Set	Code
Fail	Floor 1	FL NFPA 101 2015 Chapter 4 General	4.6.12.1 - Excerpt: Whenever or wherever any device, equipment, system, condition, arrangement...

Code Text:

Whenever or wherever any device, equipment, system, condition, arrangement, level of protection, fire-resistive construction, or any other feature is required for compliance with the provisions of this Code, such device, equipment, system, condition, arrangement, level of protection, fire-resistive construction, or other feature shall thereafter be continuously maintained. Maintenance shall be provided in accordance with applicable NFPA requirements or requirements developed as part of a performance-based design, or as directed by the authority having jurisdiction.

Inspector Comments: Whenever or wherever any device, equipment, system, condition, arrangement, level of protection, fire-resistive construction, or any other feature is required for compliance with the provisions of this Code, such device, equipment, system, condition, arrangement, level of protection, fire-resistive construction, or other feature shall thereafter be continuously maintained. Maintenance shall be provided in accordance with applicable NFPA requirements or requirements developed as part of a performance-based design, or as directed by the authority having jurisdiction.

Fire Alarm System.... Trouble Signals , Fire alarm company to repair 12/6/2019

A re-inspection will occur on or after 12/13/2019.

Thank you for your assistance. If you have any additional questions, would like to submit pictures, documents, or need to schedule a re-inspection, please send an email to fireprevention@coralgables.com.

If you are unable to correct violations within 30 days please contact us at fireprevention@coralgables.com

Per City Ordinance 30-4, a Fire Inspection Fee is billed annually. All fees are subject to change without prior notice.

CITY'S

EXHIBIT

4

Company Representative:

A handwritten signature in black ink, appearing to read 'Olivia Valdes', is written over a background of repeating red text: 'SIGNATURE - COPIED SIGNATURE - COPIED'.

Signature valid only in mobile-eye documents
Olivia Valdes
12/5/2019

Inspector:

A handwritten signature in black ink, appearing to read 'M. Mendez', is written over a background of repeating red text: 'SIGNATURE - COPIED SIGNATURE - COPIED'. A faint blue timestamp '12/5/2019 2:38:45 PM' is visible behind the signature.

Signature valid only in mobile-eye documents
Madelaine Mendez
12/5/2019

Ref: 83376



The City of Coral Gables

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

2/10/2020

VIA CERTIFIED MAIL

7018 2290 0001 6693 9308

BRICKELL 13 PONCE LLC
GL PONCE 26 LLC
4434 NORTH BAY RD
MIAMI BEACH, FL 33140

RE: 3280 PONCE DE LEON BLVD
FOLIO # 341170070640
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 \$380.63 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.

Handwritten signature of Manuel Z. Lopez

Manuel Z. Lopez, P.E.
Building Official

CITY'S

EXHIBIT

Handwritten number 5

ALERT: USPS IS EXPERIENCING UNPRECEDENTED VOLUME INCREASES AND LIM...

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Tracking Number: 70182290000166939308

[Remove X](#)

Your item was delivered to an individual at the address at 5:14 pm on February 13, 2020 in MIAMI BEACH, FL 33140.

Feedback

Delivered

February 13, 2020 at 5:14 pm
Delivered, Left with Individual
MIAMI BEACH, FL 33140

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FAQs

Feedback



The City of Coral Gables

7019 1120 0000 2229 3302

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

5/11/2020

BRICKELL 13 PONCE LLC
GL PONCE 26 LLC
4434 NORTH BAY RD
MIAMI BEACHFL33140

RE: 3280 PONCE DE LEON BLVD
FOLIO # 341170070640

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

Dear Property Owner:

In a certified letter dated 2/10/2020, 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 Belkys Garcia at bgarcia@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.
Building Official

ALERT: USPS IS EXPERIENCING UNPRECEDENTED VOLUME INCREASES AND LIM...



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Tracking Number: 70191120000022293302

[Remove X](#)

Your item was delivered to an individual at the address at 3:34 pm on May 18, 2020 in MIAMI BEACH, FL 33140.

Feedback

Delivered

May 18, 2020 at 3:34 pm
Delivered, Left with Individual
MIAMI BEACH, FL 33140

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FAQs

Feedback



The City of Coral Gables

7019 1120 0000 2229 3838

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

6/12/2020

BRICKELL 13 PONCE LLC
GL PONCE 26 LLC
4434 NORTH BAY RD
MIAMI BEACH FL 33140

RE: 3280 PONCE DE LEON BLVD

FOLIO # 341170070640

Notice of Required Inspection for Recertification of 40 Years or Older Building – Covid-19 Extension

Dear Property Owner:

This department has sent two certified letters dated 2/10/2020 and 5/11/2020, notifying you the property referenced above requires Building Recertification pursuant to Miami-Dade County Code, Chapter 8, and Section 8-11 (f). These letters informed you it was necessary to submit to this Department a completed Report prepared by a licensed architect or engineer certifying the structure meets the requirements for recertification provided under the Minimum Inspection Procedural Guidelines for Building Recertification.

Due to the Covid-19 Pandemic, the DEADLINE for submittal of the Building Recertification Report for the above referenced property will be extended until Monday, November 2, 2020.

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,

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

Manuel Z. Lopez, P.E.
Building Official

ALERT: USPS IS EXPERIENCING UNPRECEDENTED VOLUME INCREASES AND LIMI...



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June 21, 2020
In Transit to Next Facility

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The City of Coral Gables

7019 1120 0000 2229 4385

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

11/6/2020

BRICKELL 13 PONCE LLC
GL PONCE 26 LLC
4434 NORTH BAY RD
MIAMI BEACH, FL 33140

RE: 3280 PONCE DE LEON BLVD

FOLIO # 341170070640

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

Dear Property Owner:

In a certified letter dated 2/10/2020, 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 5/11/2020, 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. A Covid-19 recertification letter dated 6/12/2020, extended the deadline to provide the Recertification Report until Monday, November 2, 2020.

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.
Building Official

ALERT: USPS IS EXPERIENCING UNPRECEDENTED VOLUME INCREASES AND LIMI...

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Tracking Number: 70191120000022294385

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Your item was delivered to an individual at the address at 10:26 am on November 13, 2020 in MIAMI BEACH, FL 33140.

Feedback

Delivered

November 13, 2020 at 10:26 am
Delivered, Left with Individual
MIAMI BEACH, FL 33140

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Tracking History



Product Information



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FAQs

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BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No 21-2023

vs.

Return receipt number:

GL Ponce 26, LLC
c/o Adam L. Greenberg
Registered Agent
2750 Coral Way, Ste. 200
Miami, FL 33145-3200

7020 3160 0001 1022 4384

Respondent.

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

Date: January 25, 2021

Re: 3280 Ponce De Leon Blvd, Coral Gables, Fl. 33134, LOTS 24 TO 26 INC BLK 7, COCONUT GROVE SEC 1-CORAL GABLES, PB 14-25 and 03-4117-007-0640 ("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 February 8, 2021, at 2:00 p.m.~~

The Construction Regulation Board Meeting will be holding a regular board meeting on Monday, February 8, 2021, commencing at 2:00 p.m. Only the Board Members and required City Staff will be physically present in the Commission Chambers at Coral Gables City Hall. Members of the public may join the meeting via Zoom at <https://zoom.us/j/92859826458>. In addition, a dedicated phone line will be available so that any individual who does not wish (or is unable) to use Zoom may listen to and participate in the meeting by dialing: 305-461-6769 Meeting ID: 928 5982 6458. Any person wishing to provide testimony must be sworn in and appear by video conference. An individual who wishes to testify but does not have video conference capabilities, may provide testimony by using a dedicated station for video

CITY'S

EXHIBIT 6

conferencing located in the City Hall courtyard. PLEASE NOTE THAT ALL PERSONS MUST WEAR A FACIAL COVERING/MASK EXCEPT WHEN PROVIDING TESTIMONY AND ALL PERSONS MUST MAINTAIN 6 FEET BETWEEN EACH OTHER. To speak on an Agenda Item, please "Raise your Hand" or send a message to one of the meeting hosts using the Zoom Platform. If you joined the meeting via telephone you can "Raise your Hand" by pressing *9.

Please be advised that the following Rules of Procedure will apply:

HEARING:

The video conference platform Zoom will be used for virtual and hybrid CRB hearings. The electronic device (computer, smartphone) must have the microphone, audio, and camera enabled. If you do not have access to an electronic device with audio and a camera enabled, a computer with Zoom capabilities will be available in the courtyard at City Hall.

In advance of the hearing date, please review the following rules of procedure carefully as they contain important instructions and deadlines for submission of exhibits. In addition, please also review Resolution Nos. 2020-74 and 2020-90 which contain general rules of procedure that also apply to hearings before the Construction Regulation Board (available at <https://bit.ly/33byeZy> and <https://bit.ly/3373Hw5>, and also available upon request made to vgoizueta@coralgables.com). Anyone attending a hearing must do so by following these instructions:

1. Go to <https://zoom.us/>.
2. Click on "Join a Meeting" at the top of the page, right of center.
3. Enter the Meeting ID: 928 5982 6458
4. Click "Join"

RULES OF PROCEDURE:

1. A quorum of the members of the CRB must be present in the room. The remaining members of the CRB may appear via Zoom and may vote and participate as they would if they were present in person.
2. The City Attorney and Building Division Staff may appear in person or via Zoom.
3. Witnesses, property owners/representatives, members of the public and other participations shall appear virtually.
4. Upon commencement of the hearing, the Chair of the CRB shall provide an explanation of the hearing procedures.
5. The Chair shall proceed to call the cases listed by the agenda.
6. Once each case is called, those who will be testifying during the hearing shall be sworn in. All persons testifying must appear by video conference as required by the rules of procedure adopted by Resolution No. 2020-90.
7. Each case before the CRB shall be prosecuted by the Building Official or his or her designee.
8. The hearing need not be conducted in accordance with the formal rules relating to evidence and witnesses, but fundamental due process shall be observed and shall govern the proceedings. Any relevant evidence shall be admitted if the Chair finds it competent and reliable, regardless of the existence of any common law or statutory rule to the contrary. Hearsay evidence may be accepted for the purpose of supplementing or explaining any

direct evidence, but such hearsay evidence shall not in and of itself be considered sufficient to support a finding or decision unless the evidence would be admissible over objections in a civil action.

9. IF YOU WISH TO INTRODUCE EXHIBITS AS EVIDENCE, YOU MUST PROVIDE THE CITY WITH A COPY OF THOSE EXHIBITS AT LEAST 5 DAYS PRIOR TO THE HEARING. PLEASE EMAIL YOUR EXHIBITS TO vgoizueta@coralgables.com AND INCLUDE THE PROPERTY ADDRESS AND CASE NUMBER IN YOUR EMAIL.
 - a. A list of all proposed exhibits and a copy of the proposed exhibits shall be provided in a format that is easily viewable on the Zoom platform. All exhibits shall be clearly labeled to allow for efficient retrieval and display on the Zoom platform during the hearing.
10. Each party shall have the right to call and examine witnesses; to introduce exhibits; to cross examine opposing witnesses on any matter relevant to the issues, even though that matter was not covered in the direct examination; to impeach any witnesses regardless of which party first called that witness to testify; and to offer rebuttal of the evidence.

Should you wish to review the Construction Regulation Board case exhibits prior to the hearing, you may access them at <https://coralgables.legistar.com/Calendar.aspx> or email your request to vgoizueta@coralgables.com and include the property address and case number.

You may appeal the decision of the Building Official to the Board by appearing at the hearing. You have the right to be represented by an attorney and may present and question witnesses and evidence; however, formal rules of evidence shall not apply. Failure to appear at the hearing will result in the matter being heard in your absence. Please be advised that if someone other than an attorney will be attending the hearing on your behalf, he or she must provide a power of attorney from you at the time of the hearing. Requests for continuance must be made in writing to Virginia Goizueta, Secretary to 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 3:30 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 Goizueta
Secretary to the Board

ADA NOTICES

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

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: Wilmington Trust, N.A., as Trustee for Morgan Stanley Bank of America Merrill Lynch Trust 2015-C23, Commercial Mortgage Pass-Through Certificates, Series 2015-C23 c/o Wells Fargo Bank, N.A. Wells Fargo Commercial Mortgage Servicing Three Wells Fargo, 401 S. Tryon Street, 8th Floor Mac D1050-084 Charlotte, North Carolina 28202 Re: MSBAM 2015-C23 Loan No.: 695100493; Wilmington Trust, N.A., as Trustee for Morgan Stanley Bank of America Merrill Lynch Trust 2015-C23, Commercial Mortgage Pass-Through Certificates, Series 2015-C23
1100 N. Market St Wilmington, DE 19801-1243

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Tracking Number: 70203160000110224384

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Your item was delivered to an individual at the address at 6:17 pm on February 1, 2021 in MIAMI, FL 33145.

Feedback

Delivered

February 1, 2021 at 6:17 pm
Delivered, Left with Individual
MIAMI, FL 33145

Get Updates 

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Tracking History



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CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

Case #: 21-2023

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

I, JOSE IGLESIAS, DO HEREBY SWEAR/AFFIRM THAT
THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE
ADDRESS OF 3280 Ponce De Leon Blvd, ON January 26, 2021 AT
11:37 AM.

JOSE IGLESIAS
Employee's Printed Name

[Signature]
Employee's Signature

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

Sworn to (or affirmed) and subscribed before me this 26 day of January, in the
year 2021, by Jose Iglesias who is personally known to me.

My Commission Expires: Jun 1, 2021



[Signature]
Notary Public

CITY'S

EXHIBIT 7



CITY'S

EXHIBIT 8



PREPARED BY
AND RETURN TO:
Christopher Staller, Esq.
Nelson Mullins Broad and Cassel
1905 NW Corporate Boulevard, Suite 310
Boca Raton, FL 33431

Parcel Number 03-4117-007-0640
Parcel Number 03-4117-007-0630
Parcel Number 03-4117-007-0610
Parcel Number 03-4117-007-0600
Parcel Number 03-4117-007-0590

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made as of the 31st day of January, 2020, is made by BRICKELL 13 PONCE LLC, a Florida limited liability company ("Grantor"), whose address is 4434 North Bay Road, Miami Beach, FL 33140, in favor of GL PONCE 26, LLC, a Florida limited liability company ("Grantee"), whose address is 2750 Coral Way, Suite 200, Miami, Florida 33145,

THAT Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, as to an undivided 93.00% tenant in common interest in certain real property located in Miami-Dade County, Florida, which is more particularly described in Exhibit "A" attached hereto ("Property").

TOGETHER with all the easements, tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining; and

TO HAVE AND TO HOLD, the same in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor will warrant and defend the Property against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other, and that the Property is free of all encumbrances, except real property taxes accruing subsequent to January, 2020, assessments and special district levies, zoning and other regulatory laws and ordinances affecting the Property, and easements, reservations, charges, covenants, restrictions, rights of way, and other matters of record (which is not deemed to reimpose same).

[SIGNATURES APPEAR ON FOLLOWING PAGE]

[SIGNATURE PAGE TO SPECIAL WARRANTY DEED]

IN WITNESS WHEREOF, Grantor has hereunto set its hands and seal the day and year first above written.

Signed, sealed, and delivered in the presence of:

WITNESSES:

Signature of Marc Birnbaum
Name: Marc Birnbaum
Signature of Tom Teicher
Name: Tom Teicher

BRICKELL 13 PONCE LLC,
a Florida limited liability company

Signature of Abbey Berkowitz
By: Abbey Berkowitz
Name: Abbey Berkowitz
Title: Manager

STATE OF Florida
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29 day of January, 2020 by Abbey Berkowitz, as Manager of Brickell 13 Ponce LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

Signature of Notary Public

Notary Public, State of Florida

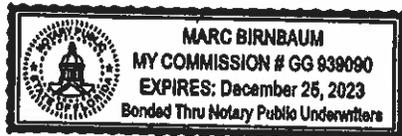


EXHIBIT A
LEGAL DESCRIPTION

LOTS 19 THROUGH 26, INCLUSIVE, BLOCK 7, CORAL GABLES COCONUT GROVE SECTION
PART ONE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 14, PAGE 25,
PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.



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

Detail by Entity Name

Florida Limited Liability Company
GL PONCE 26, LLC

Filing Information

Document Number	L11000130468
FEI/EIN Number	45-3816204
Date Filed	11/16/2011
Effective Date	11/16/2011
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	01/20/2014

Principal Address

2750 Coral Way
200
Miami, FL 33145

Changed: 03/26/2019

Mailing Address

2750 Coral Way
200
Miami, FL 33145

Changed: 03/26/2019

Registered Agent Name & Address

Greenberg, Adam L
2750 Coral Way
200
Miami, FL 33145

Name Changed: 01/13/2017

Address Changed: 03/26/2019

Authorized Person(s) Detail

Name & Address

Title MGR

LAPOINTE, MICHAEL J
2750 Coral Way
200
Miami, FL 33145

Title MGR

GREENBERG, ADAM L
2750 Coral Way
200
Miami, FL 33145

Annual Reports

Report Year	Filed Date
2018	03/19/2018
2019	03/26/2019
2020	04/22/2020

Document Images

04/22/2020 -- ANNUAL REPORT	View image in PDF format
03/26/2019 -- ANNUAL REPORT	View image in PDF format
03/19/2018 -- ANNUAL REPORT	View image in PDF format
01/13/2017 -- ANNUAL REPORT	View image in PDF format
01/30/2016 -- ANNUAL REPORT	View image in PDF format
01/07/2015 -- ANNUAL REPORT	View image in PDF format
03/15/2012 -- ANNUAL REPORT	View image in PDF format
11/16/2011 -- Florida Limited Liability	View image in PDF format

This instrument prepared by:
Marla I. Berman, Esq.
Bilzin Sumberg Baena Price & Axelrod LLP
1450 Brickell Avenue, Suite 2300
Miami, Florida 33131-3456

NOTE TO CLERK: NO ADDITIONAL DOCUMENTARY STAMPS ARE DUE IN CONNECTION WITH THE ACQUISITION OF A TENANT IN COMMON INTEREST IN THE PROPERTY AS DESCRIBED IN THIS CONSENT AND MODIFICATION OF LOAN DOCUMENTS AGREEMENT. DOCUMENTARY STAMPS WERE PAID ON THAT AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT DATED AS OF MAY 11, 2015 RECORDED MAY 13, 2015 AT UNDER CLERK'S FILE NUMBER 2015R0306041, IN OFFICIAL RECORDS BOOK 29614, PAGE 1673 OF THE MIAMI-DADE COUNTY, FLORIDA RECORDS. NO NON-RECURRING INTANGIBLE PERSONAL PROPERTY TAX IS DUE HEREON.

Tax Identification Number:

(For Recorder's Use Only)

CONSENT AND MODIFICATION OF LOAN DOCUMENTS AGREEMENT
(MSBAM 2015-C23; Loan No. 695100493)

THIS CONSENT AND MODIFICATION OF LOAN DOCUMENTS AGREEMENT (this "**Agreement**") is made and entered into as of January 31, 2020 ("**Effective Date**"), by and among **WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR MORGAN STANLEY BANK OF AMERICA MERRILL LYNCH TRUST 2015-C23, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2015-C23** ("**Lender**"), having an address at c/o Wells Fargo Bank, National Association, Wells Fargo Commercial Mortgage Servicing, Three Wells Fargo, 401 S. Tryon Street, 8th Floor, MAC D1050-084, Charlotte, North Carolina 28202, Re: MSBAM 2015-C23; Loan No.: 695100493, **GL PONCE 26, LLC**, a Florida limited liability company ("**Borrower**") having an address at 2750 Coral Way, Suite 200, Miami, Florida 33145 and **BRICKELL 13 PONCE LLC**, a Florida limited liability company ("**Brickell Borrower**") (Borrower and Brickell Borrower, collectively, "**Original Borrower**"), having an address at 4434 North Bay Road, Miami Beach, Florida 33140, **MICHAEL LAPOINTE**, an individual ("**Current Indemnitor**") having an address at 2750 Coral Way, Suite 200, Miami, Florida 33145 and **ABBEY BERKOWITZ**, an individual, ("**Brickell Indemnitor**" and with Current Indemnitor, collectively "**Original Indemnitor**") having an address at 4434 North Bay Road, Miami Beach, Florida 33140.

MIAMI 6593282 72496/89414
EXECUTION COPY

RECITALS

A. Starwood Mortgage Capital LLC, a Delaware limited liability company ("**Original Lender**"), made a loan to Original Borrower in the original principal amount of \$5,250,000.00 (the "**Loan**"), pursuant to that certain Loan Agreement dated as of May 11, 2015 (the "**Loan Agreement**"), between Original Lender and Original Borrower. The Loan is evidenced by that certain Amended and Restated Promissory Note dated May 11, 2015 (the "**Note**") executed by Original Borrower in favor of Original Lender, and is secured in part by that certain improved real property owned by Original Borrower known as "**3280 Ponce**" located in the City of Coral Gables, County of Miami-Dade, State of Florida (the "**Property**"), as more particularly described in that certain Amended and Restated Mortgage, Assignment of Leases and Rents and Security Agreement dated as of May 11, 2015 (the "**Security Instrument**"), executed by Original Borrower in favor of Original Lender.

B. Lender is the current holder of the Loan, the Loan Agreement, the Note, the Security Instrument, and the other documents evidencing, securing or otherwise pertaining to the Loan, all as same may have been modified, amended, renewed or replaced (collectively, the "**Loan Documents**"), which include, but are not limited to the Assignment of Leases, the Environmental Indemnity, the Guaranty of Recourse Obligations (the "**Guaranty**"), the Certificate of Borrower, the Clearing Account Agreement, and the Cash Management Agreement. All capitalized terms used in this Agreement, unless defined herein, shall have the meanings given such terms in the Loan Agreement.

C. Original Borrower requested Lender consent to the following actions (the "**Requested Actions**"): (i) Brickell Borrower selling and transferring its tenant in common interest in the Property to Borrower; (ii) Borrower acquiring Brickell Borrower's tenant in common interest in the Property resulting in Borrower owning 100% of fee simple title to the Property; (iii) the termination of the Tenant in Common Agreement between Brickell Borrower and Borrower; and (iv) the release of Brickell Indemnitor from his obligations under the Guaranty and the Environmental Indemnity Agreement from and after the Effective Date.

D. The Requested Actions are prohibited by the terms of the Loan Documents without first obtaining the written consent of Lender thereto.

E. Lender has consented to the Requested Actions, pursuant and subject to the terms hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Borrower and Guarantor, as applicable, represents, warrants and acknowledges and agrees to and with Lender, as follows:

ARTICLE 1

ACKNOWLEDGMENTS, WARRANTIES, AND REPRESENTATIONS

1.1 As a material inducement to Lender to enter into this Agreement and to consent to the Requested Actions, Original Borrower acknowledges, represents and warrants to, and covenants and agrees with, Lender as follows:

(a) Incorporation of Recitals. Each of the Recitals set forth above in this Agreement are true and correct and incorporated into this Agreement by reference.

(b) Authority of Original Borrower.

(i) Borrower. Borrower is a duly organized, validly existing limited liability company in good standing under the laws of the State of Florida. Adam Greenberg and Michael Lapointe are the managers of Borrower and either of Adam Greenberg or Michael Lapointe, acting alone without the joinder of the other manager of Borrower, any member of Borrower or any other party, has the power and authority to execute this Agreement on behalf of and to duly bind Borrower under this Agreement. The execution and delivery of, and performance under, this Agreement and any and all other documents required by Lender or otherwise executed by Borrower in connection with Lender's consent to the Requested Actions (collectively, the "**Consent Documents**") by Borrower have been duly and properly authorized pursuant to all requisite limited liability company action and will not (x) violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to Borrower or the articles of organization, certificate of formation, limited liability company agreement or any other organizational document of Borrower or (y) result in a material breach of or constitute or cause a default under any indenture, agreement, lease or instrument to which Borrower is a party or by which the Property may be bound or affected.

(ii) Brickell Borrower. Brickell Borrower is a duly organized, validly existing limited liability company in good standing under the laws of the State of Florida. Abbey Berkowitz is the manager of Brickell Borrower. Abbey Berkowitz, acting alone without the joinder of any other manager or member of Brickell Borrower or any other party, has the power and authority to execute this Agreement on behalf of and to duly bind Brickell Borrower under this Agreement. The execution and delivery of, and performance under, this Agreement and any and all other Consent Documents by Brickell Borrower have been duly and properly authorized pursuant to all requisite limited liability company action and will not (x) violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to Brickell Borrower or the articles of organization, certificate of formation, operating agreement, limited liability company agreement or any other organizational document of Brickell Borrower or (y) result in a material breach of or constitute or cause a default under any indenture, agreement, lease or instrument to which Brickell Borrower is a party or by which the Property may be bound or affected.

(c) Compliance with Laws. To Original Borrower's knowledge, all permits, licenses, franchises or other evidences of authority to use and operate the Property as it is presently being operated and as contemplated by the Loan Documents are current, valid and in full force and effect. Original Borrower has not received any written notice from any governmental entity claiming that Original Borrower or the Property is not presently in compliance with any laws, ordinances, rules and regulations bearing upon the use and operation of the Property, including,

without limitation, any notice relating to any violations of zoning, building, environmental, fire, health, or other laws, ordinances, rules, codes or regulations.

(d) Lease. The Major Tenant Lease (as defined in the Loan Agreement) is the only lease affecting the Property and is currently in full force and effect. To Original Borrower's knowledge: (i) the Major Tenant Lease is unmodified; (ii) there are no leasing broker's or finder's commissions of any kind due or to become due with respect to the Major Tenant Lease or the Property; (iii) no security deposit has been paid to the landlord under the Major Tenant Lease; (iv) no material default currently exists or with the passage of time, the giving of notice, or both, is due to exist under the Major Tenant Lease; (v) Original Borrower has not been notified in writing and has no actual knowledge of any landlord default in any material respect under the Major Tenant Lease; (vi) Original Borrower has not received any prepaid rent for more than one month in advance or given any concessions for free or reduced rent under the Major Tenant Lease, except as provided in the Major Tenant Lease; (vii) Major Tenant (as defined in the Loan Agreement) is currently in legal possession of their leased premises; and (viii) there is no requirement under the Major Tenant Lease to obtain Major Tenant's consent to the Requested Actions.

(e) Rent Roll. The Rent Roll ("**Rent Roll**") attached hereto and made a part hereof as **Exhibit C** is a true, complete and accurate summary of the Major Tenant Lease as of the date thereof and Original Borrower has no knowledge that anything set forth therein is no longer true, complete and accurate, in all material respects, as of the date of this Agreement.

(f) Title to Property and Legal Proceedings. Original Borrower, as tenants in common, are the current owners of fee title in the Property. There are no pending or to the best of Original Borrower's knowledge threatened suits, judgments, arbitration proceedings, administrative claims, executions or other legal or equitable actions or proceedings against Original Borrower or the Property, or any pending or threatened condemnation proceedings or annexation proceedings affecting the Property, or any agreements to convey any portion of the Property, or any rights thereto to any person, entity, or government body or agency not disclosed in this Agreement.

(g) Acknowledgement of Indebtedness. Original Borrower confirms that, and by its execution hereof, Lender confirms to its actual knowledge that, as of January 28, 2020, (a) the outstanding principal balance of Note was \$ 4,979,239.59, and (b) the following escrow and reserve balances (collectively, the "**Escrow Balances**") are being held by Lender: (i) a tax escrow balance of \$ 0.00; (ii) an insurance escrow balance of \$0.00; (iii) a payment reserve balance of \$0.50; (iv) a capital expenditures reserve escrow balance of \$11,282.56 and (v) a repair and remediation reserve escrow balance of \$31,425.00. In the event of any error in, or omission from, the foregoing, Lender shall not be prejudiced, limited, or estopped, in any way in its right to charge, collect and receive any and all monies lawfully due Lender under the Loan Documents. Original Borrower acknowledges and agrees that Lender will continue to hold the Escrow Balances for the benefit of Borrower in accordance with the terms of the Loan Documents. Borrower acknowledges and agrees that the Loan, as evidenced and secured by the Note and the other Loan Documents, is a valid and existing indebtedness payable by Borrower to Lender.

(h) Liens. Neither Original Borrower nor Original Indemnitor has received written notice, or has actual knowledge of, any Lien encumbering all or any portion of the Property, other than unpaid taxes or assessments that are not yet due and payable, the Permitted Encumbrances and any matters reflected on any title commitment, title report or title endorsement delivered to and accepted by Lender in connection with this Agreement. Lender's execution of this Agreement shall not be deemed Lender's acceptance in writing of any Lien not shown in Lender's title insurance policy as of the date of this Agreement. Original Borrower has not filed or caused to be filed or conducted any acts or omitted to perform any obligations which would cause others to have the right to file a Lien against all or any portion of the Property. Original Borrower and Current Indemnitor, jointly and severally, agree to reimburse, indemnify and hold Lender Parties harmless from and against any and all liabilities, judgments, costs, claims, damages, penalties, expenses, losses or charges (including, but not limited to, all legal fees and court costs) (collectively, "**Indemnification Costs**") which may now or in the future be undertaken, suffered, paid, awarded, assessed or otherwise incurred as a result of or arising out of any breach of any of the representations or warranties made in this Section.

(i) Transfer of Interests. No holder of a direct or indirect beneficial ownership interest in either Original Borrower has effected a Transfer of all or any part of its beneficial ownership or economic interest in Original Borrower.

(j) Loan Documents. The Loan Documents to which Original Borrower is a party constitute valid and legally binding obligations of Original Borrower enforceable against Original Borrower and the Property in accordance with their terms except as such enforcement may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization or other similar laws affecting the enforcement of creditors' rights generally, and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). This Agreement and the execution of other documents contemplated hereby do not constitute the creation of a new debt or the extinguishment of the debt evidenced by the Loan Documents, nor will they in any way affect or impair the liens and security interests created by the Loan Documents which Original Borrower acknowledges to be valid and existing liens and security interests in the Property. Original Borrower acknowledges and agrees that nothing contained in this Agreement, or the Requested Actions, shall release or relieve Original Borrower from its obligations, agreements, duties, liabilities, covenants and undertakings under the Loan Documents arising prior to the date hereof. Original Borrower has no defenses, setoffs, claims, counterclaims or rights of defense, rights of setoff or counterclaim, whether legal, equitable or otherwise to the obligations evidenced by or set forth in the Loan Agreement, the Security Instrument, the Note or any of the other Loan Documents or causes of action of any kind or nature whatsoever against Lender, Wells Fargo Bank, National Association ("**Master Servicer**"), LNR Partners LLC ("**LNR**") and any and all other parties appointed and/or serving as servicers of the Loan (collectively, "**Servicer**"), all subsidiaries, parents and affiliates of Lender and Servicer and each of the foregoing parties' predecessors in interest, and each and all of their respective past, present and future partners, members, certificateholders, officers, directors, employees, agents, contractors, representatives, participants and heirs and each and all of the successors and assigns of each of the foregoing (including Lender, Master Servicer, LNR and Servicer, collectively "**Lender Parties**") with respect to (i) the Loan, (ii) the Note, (iii) the Security Instrument, (iv) any of the other Loan Documents, (v) the Debt, (vi) any other documents or instruments now or previously evidencing,

securing or in any way relating to the Loan, or (vii) the Property. To the extent Original Borrower would be deemed to have any such defenses, affirmative defenses, setoffs, claims, cross claims, counterclaims or causes of action as of the Effective Date, Original Borrower knowingly waives and relinquishes them.

(k) Bankruptcy. None of Original Borrower, Original Indemnitor or, to the best of knowledge of either (i) Brickell Borrower as to Brickell Thirteen, Inc., a Florida corporation and Chof Yamin, Inc., a Florida corporation (collectively, the "**Brickell Borrower Parties**") and (ii) Borrower, as to Lapointe Investments Miami, LLC and Adam Greenberg, Trustee of the Adam L. Greenberg Revocable Trust (collectively, the "**GL Borrower Parties**") or any other constituent Person (as defined in the Loan Agreement) (collectively, including the Brickell Borrower Parties and the GL Borrower Parties, the "**Original Borrower Parties**"): (a) has any intent to file any voluntary petition under any Chapter of the Bankruptcy Code, Title 11, U.S.C.A. ("**Bankruptcy Code**"), or in any manner to seek any proceeding for relief, protection, reorganization, liquidation, dissolution or similar relief for debtors ("**Debtor Proceeding**") under any local, state, federal or other insolvency law or laws providing relief for debtors; or (b) directly or indirectly cause any involuntary petition under any Chapter of the Bankruptcy Code to be filed against Original Borrower or any members thereof or (iii) directly or indirectly cause the Property or any portion or any interest of Original Borrower in the Property to become the property of any bankrupt estate or the subject of any Debtor Proceeding.

(l) Information. To Original Borrower's knowledge all information provided to Servicer by any of Original Borrower, Original Borrower Parties and/or Original Indemnitor, or any of their respective employees, officers, directors, partners, members, managers or representatives, in connection with or relating to (a) the Requested Actions, (b) this Agreement or the transactions contemplated hereby or (c) the Property, contains no untrue statement of material fact and does not omit a material fact necessary in order to make such information not misleading, and the provision of any such information by Lender or any Servicer, including, but not limited to, Master Servicer or LNR, to any rating agency is expressly consented to by Original Borrower, Original Indemnitor and Original Borrower Parties and will not infringe upon or violate any intellectual property rights of any party. Original Borrower and Original Indemnitor, by their execution of this Agreement or the Joinder attached hereto, jointly and severally, agree to reimburse, indemnify and hold Lender Parties harmless from and against any and all Indemnification Costs, which are actually incurred as a result of or arising out of any breach or inaccuracy of the foregoing representations and warranties, or any fraudulent or tortious conduct of Original Borrower, Original Indemnitor or any Original Borrower Parties in connection with the Requested Actions, this Agreement or the transactions contemplated hereby, or the Properties, including the misrepresentation of financial data presented to Lender.

(m) Release and Covenant Not To Sue. Original Borrower and Original Indemnitor, on behalf of themselves and each of the other Original Borrower Parties which any of them have the authority to bind (the "**Releasing Parties**"), and each of their respective successors and assigns, remise, release, acquit, satisfy and forever discharge Lender Parties from any and all manner of debts, accountings, bonds, warranties, representations, covenants, promises, contracts, controversies, agreements, liabilities, obligations, expenses, damages, judgments, executions, actions, inactions, claims, demands and causes of action of any nature whatsoever, at law or in

equity, known or unknown, either now accrued or subsequently maturing, which any of Releasing Parties may now have or hereafter can, shall or may have by reason of any matter, cause or thing, from the beginning of the world to and including the date of this Agreement, arising out of or relating to (a) the Loan, (b) the Security Instrument, (c) Loan Agreement, (d) the Note, (e) any of the other Loan Documents or (f) any other documents or instruments now or previously evidencing, securing or in any way relating to the Loan. Borrower, on behalf of itself and each of the other Releasing Parties, and each of their respective successors and assigns, covenant and agree never to institute or cause to be instituted or continue prosecution of any suit or other form of action or proceeding of any kind or nature whatsoever against any of Lender Parties by reason of or in connection with any of the foregoing matters, claims or causes of action, but excluding any claims or causes of action resulting from or in connection with this Agreement.

(n) Assets of Original Borrower. The only assets of Original Borrower are the Property, the Lease and cash or cash equivalents and incidental personal property of the Property necessary for the operation of the Property.

(o) No Default or Sweep Event Period. To Original Borrower's knowledge, no event, fact or circumstance has occurred or failed to occur which constitutes, or with the lapse or passage of time, giving of notice or both, could constitute a default or Event of Default or Sweep Event Period under the Loan Documents.

(p) Consents. Original Borrower has obtained, and provided Lender true and correct copies of, all consents to the Requested Actions required to be obtained by Original Borrower under any applicable agreement, instrument, document, law, rule, or regulation, or, no consents to the Requested Actions are required to be obtained by Original Borrower under any applicable agreement, instrument, document, law, rule, or regulation.

(q) Required Repairs. The Required Repairs described in Section 6.2.1 and Schedule II to the Loan Agreement have not been completed and, as of the Effective Date, none of the Required Repairs Funds have been disbursed to Original Borrower.

(r) Rent Concessions. The Rent Concession Funds deposited in the Rent Concession Account described in Section 6.8.1 and as more particularly set forth on Schedule IV of the Loan Agreement have been applied in accordance with Section 6.11.1 of the Loan Agreement.

(s) Operations & Maintenance Plan. Original Borrower has been and is in compliance with Original Borrower's obligations regarding the Operations & Maintenance Plan as more particularly set forth in Section 4.1.23 of the Loan Agreement.

(t) Organization of Borrower. Original Borrower has not modified any of its organizational documents since true and correct copies were delivered to Original Lender in connection with the closing of the Loan.

(u) Reaffirmation. Original Borrower reaffirms, affirms and confirms the truth and accuracy of all representations and warranties set forth in the Loan Documents as if made on

the Effective Date, in all material respects, except for such representations and warranties for matters which by their nature can no longer be true and correct as a result of the passage of time or which are no longer true and correct as a result of changes in facts or circumstances that do not constitute an Event of Default under the Loan Documents.

1.2 **Acknowledgements, Warranties and Representations of Borrower.** As a material inducement to Lender to enter into this Agreement and to consent to the Requested Actions, Borrower acknowledges, represents and warrants to, and covenants and agrees with, Lender as follows, as of the date hereof:

(a) **Single Purpose Entity Status.** The Requested Actions shall not result in any changes to the single purpose nature and bankruptcy remoteness of Borrower. Borrower has been and is in compliance with the covenants set forth in Section 3.1.24 of the Loan Agreement and any other applicable provisions of the Loan Documents. Borrower's organizational documents have not been modified since the origination of the Loan, nor were they modified in connection with the Requested Actions other than to reflect Borrower's acquisition of the tenant in common interest in the Property from Brickell Borrower.

(b) **Financial Statements.** The financial information regarding Borrower, Current Indemnitor, Adam Greenberg and Melissa Greenberg, husband and wife, each an individual (jointly and severally, "New Indemnitor") and the Property supplied by, or on behalf of, Borrower in connection with the request for Lender consent to the Requested Actions (collectively, the "Financial Information") were, in all material respects, true and correct on the dates of such items, and since such dates, no material adverse change in the financial condition of Borrower or the Property has occurred, and there is no pending or, to the best knowledge of Borrower, threatened litigation or proceedings of any kind which might materially impair the business or financial condition of Borrower, Current Indemnitor New Indemnitor or the Property. Borrower acknowledges that the Financial Information has been provided to Lender to induce Lender to consent to the Requested Actions and to enter into this Agreement and any of the other Consent Documents to which it is a party and is being relied upon by Lender for such purposes.

(c) **Management of Property.** Borrower will continue to self-manage the Property and there will no change in either the day-to-day operations of the Property or the business of Borrower in connection with the Requested Actions.

(d) **Cash Management Agreement.** Borrower agrees and acknowledges that (i) the Cash Management Agreement is in full force and effect, (ii) all actions have been taken to reflect Borrower as the sole owner of the Property and single borrower under the Cash Management Agreement, including without limitation, the execution and delivery by Borrower, simultaneously with this Agreement, of that certain Amendment to Cash Management Agreement, (iii) within 30 days of the Effective Date, Borrower will provide Clearing Bank, Cash Management Bank and Lender with all documents known to Borrower which are necessary (including, without limitation, all account applications and vetting documentation requested by Clearing Bank, Cash Management Bank and/or Lender) to establish, open and activate the Clearing Account and the Cash Management Account as required by Section 6.1 of the Loan Agreement and Section 2.1 of the Cash Management Agreement and provide Lender with satisfactory

evidence thereof (collectively the "**Post Closing Cash Management Account Obligations**"); provided, however, for the avoidance of doubt, Post Closing Cash Management Account Obligations shall not include the actual opening of the Clearing Account and the Cash Management Account (it being acknowledged by Lender that Borrower can only control the delivery of documentation requested from Borrower by Clearing Bank, Cash Management Bank and/or Lender in order to open the Clearing Account and the Cash Management Account as opposed to in fact opening the Clearing Account and the Cash Management Account); and (iv) failure to comply with the Post Closing Cash Management Account Obligations shall be an Event of Default under the Loan Documents and shall entitle Lender to exercise any and all of its remedies thereunder.

(e) Affirmation of Obligations of Borrower. Borrower hereby affirms the existence and the validity of its obligations and the other provisions in the Security Instrument, the Loan Agreement, the Note and the other Loan Documents in accordance with their respective terms and conditions. Borrower further confirms that nothing in this Agreement nor the Requested Actions shall release, waive, lessen, compromise or otherwise affect its obligations under, and Borrower agrees to continue to abide by and be bound by all of the terms of the Loan Documents to which it is a party, including but not limited to, the representations, warranties, covenants, assurances and indemnifications therein. Borrower further agrees to pay, perform, and discharge each and every obligation of payment and performance under, pursuant to and as set forth in the Security Instrument, the Loan Agreement, the Note and the other Loan Documents at the time, in the manner and otherwise in all respects as therein provided.

(f) Loans to Related Entities. There are no loans payable by Borrower to any of the GL Borrower Parties, Current Indemnitor or New Indemnitor (collectively, the "**Borrower Parties**") or other entities or persons.

(g) Borrower Parties' Interests. Neither Borrower nor any Borrower Parties is obtaining a loan to finance the acquisition of Brickell Borrower's tenant in common interest in the Property or pledging its direct or indirect interest in Borrower to any party, and none of Borrower's members have any right to take over control from any of such other members.

(h) Embargoed Person; Patriot Act. Borrower warrants and represents that Borrower Parties are, to Borrower's knowledge, in compliance, in all material respects, with all of the provisions of the Loan Agreement relating to the Patriot Act and transactions with an Embargoed Person including, without limitation, Section 4.1.14 and Section 4.2.15.

(i) Loan Documents. The Loan Documents, from and after the date hereof, shall continue to be the valid and legally binding obligations of Borrower, enforceable against Borrower and the Property in accordance with their terms. This Agreement and the execution of other documents contemplated hereby do not constitute the creation of a new debt or the extinguishment of the debt evidenced by the Loan Documents, nor will they in any way affect or impair the liens and security interests created by the Loan Documents, which Borrower acknowledges to be valid and existing liens and security interests in the Property. Borrower agrees that the lien and security interests created by the Loan Documents continue to be in full force and effect, unaffected and unimpaired by this Agreement or the Requested Actions and any and all collateral described in

financing statements filed in connection with the Loan Documents and the liens and security interests created thereby shall continue in their perfection and priority until the debt secured by the Loan Documents is fully discharged. Borrower has no defenses, setoffs, claims, counterclaims or rights of defense, rights of setoff or counterclaim, whether legal, equitable or otherwise to the obligations evidenced by or set forth in the Loan Agreement, the Security Instrument, the Note or any of the other Loan Documents or causes of action of any kind or nature whatsoever against Lender or any of the Lender Parties with respect to (i) the Loan, (ii) the Note, (iii) the Security Instrument, (iv) any of the other Loan Documents, (v) the Debt, (vi) any other documents or instruments now or previously evidencing, securing or in any way relating to the Loan, or (vii) the Property. To the extent Borrower would be deemed to have any such defenses, affirmative defenses, setoffs, claims, cross claims, counterclaims or causes of action as of the Effective Date, Borrower knowingly waives and relinquishes them.

(j) Inspections. Except for the tenant estoppel certificate from the Major Tenant which has been delivered to Lender, Borrower has not obtained any property condition reports, phase I environmental site assessments, surveys or any other written inspection reports relating to the Property in connection with the Requested Actions.

(k) Insurance. Except to remove Brickell Borrower as an insured or loss payee thereunder, there will be no other changes to the insurance coverages, insureds, loss payees, additional insureds, certificateholders, deductibles or carriers in connection with the Requested Actions.

(l) No Modification. Except as expressly provided in this Agreement, all of the terms, covenants and conditions of the Loan Documents shall continue in full force and effect unmodified notwithstanding the consummation of the Requested Actions.

(m) Reaffirmations. Borrower reaffirms, affirms and confirms the truth and accuracy of all representations and warranties set forth in the Loan Documents as if made on the Effective Date, in all material respects, except for such representations and warranties for matters which by their nature can no longer be true and correct as a result of the passage of time, and further agrees to continue to abide by all of the covenants set forth in the Loan Documents.

ARTICLE 2

MODIFICATIONS TO LOAN DOCUMENTS AND ADDITIONAL PROVISIONS

2.1 Modification to Loan Documents. From and after the Effective Date, the Loan Documents shall be modified in accordance with the terms set forth in Schedule 2.1 attached to and incorporated into this Agreement.

2.2 Representations and Warranties. No representation or warranty of Original Borrower, Original Indemnitor, any of the Original Borrower Parties or any of the Borrower Parties made in this Agreement contains any untrue statement of material fact or intentionally omits to state a material fact necessary in order to make such representations and warranties not misleading in light of the circumstances under which they are made. Any breach by Original

Borrower, Original Indemnitor, any of the Original Borrower Parties or any of the Borrower Parties of any of the representations, warranties or covenants set forth herein or in the Joinder hereto, after expiration of all applicable notice and cure periods, shall constitute an Event of Default under the Security Instrument, the Loan Agreement, the Note and the other Loan Documents.

2.3 Reaffirmation of Loan. Borrower hereby confirms and reaffirms and to the extent necessary, assumes the indebtedness due under the Note, the Loan and all of Brickell Borrower's other obligations, as grantor, mortgagor, borrower, assignor, trustor, indemnitor, guarantor, or maker, as the case may be, under the Loan Documents to the same extent as if Borrower had been the only party to have signed such instruments. Borrower agrees to continue to comply with and be bound by all the terms, covenants and agreements, conditions and provisions set forth in the Loan Documents.

2.4 Consent of Lender. Subject to the terms of this Agreement, Lender hereby consents to the Requested Actions. Each of Borrower Parties and Current Indemnitor agrees that neither this Agreement nor Lender's consent to the Requested Actions shall be deemed Lender's consent or a waiver of Lender's right to consent to any other action requiring Lender consent under the Loan Documents that may be contained in any of the documents or items delivered to Lender in connection with the Requested Actions, including, without limitation, Borrower's A&R Operating Agreement (as defined in Section 2.7 below), whether or not such documents or items were reviewed and/or accepted by Lender. Failure to obtain Lender's consent to any such actions requiring Lender consent under the Loan Documents shall constitute a default under the Loan Documents. Neither this Agreement nor Lender's consent to the Requested Actions shall constitute a modification of any of the terms or conditions of the Loan Documents, except as expressly set forth herein.

2.5 Release by Lender. By its execution hereof, Lender hereby releases (a) Original Indemnitor from its obligations under the Guaranty and the Environmental Indemnity in accordance with and subject to the terms of the Original Indemnitor Joinder and (b) Brickell Borrower for any liability arising under the Loan Documents for any acts or events occurring or obligations arising under the Loan Documents after the Effective Date with the exception of any (i) liability of Brickell Borrower based upon any material misrepresentation by Brickell Borrower or a breach of any covenant in any material respect in this Agreement or any other document executed in connection with this Agreement and/or (ii) any obligations of Brickell Borrower (1) under Section 11.22 (g) (ii) of the Loan Agreement (the "**Exculpation Environmental Obligations**"), (2) under the Environmental Indemnity or (3) that result from a violation of Environmental Laws (as defined in the Environmental Indemnity) which, in each of (ii)(1), (ii)(2) and (ii)(3), result from the existence of conditions existing prior to the Effective Date or Hazardous Substances (as defined in the Environmental Indemnity) migrating to or from any portion of the Property prior to the Effective Date, but not discovered until after the Effective Date (collectively, the "**Original Borrower's Recourse Environmental Obligations**"). Brickell Borrower shall bear the burden of proving when Hazardous Substances first existed upon, about or beneath the Property or began migrating to or from the Property and when a violation of Environmental Laws first occurred. The foregoing burden of proof is for the benefit of the Lender, its successors and assigns, and is not for the benefit of any other party.

2.6 Minimum Ownership and Control of Borrower and the Property. For so long as this Loan remains outstanding and Borrower owns the Property the following conditions must be satisfied (jointly and severally the "**Ownership and Control Conditions**"): (i) Michael Lapointe and Adam Greenberg (collectively, the "**Key Principals**"), in the aggregate, shall at all times maintain, at minimum, a 25% direct or indirect legal, economic and beneficial ownership interest in Borrower; and (ii) Control Borrower and the Property. Failure to comply with any one or more of the Ownership and Control Conditions shall be an Event of Default under the Loan Documents and shall entitle Lender to exercise any and all of its remedies thereunder.

2.7 Change in Manager. Notwithstanding anything to the contrary in the Amended and Restated Operating Agreement of Borrower dated effective as of the Effective Date of this Agreement (the "**Borrower's A&R Operating Agreement**"), the Loan Agreement or any other Loan Document, Borrower shall obtain Lender's prior written consent to remove or replace a manager of Borrower (collectively a "**Borrower Manager Change**"). The failure to obtain Lender's prior written consent to any Borrower Manager Change shall be an Event of Default under the Loan Documents. As of the Effective Date of this Agreement, each of the Key Principals is a manager of Borrower.

2.8 Evidence of Completion of Required Repairs. Borrower shall complete all of the Required Repairs described in Section 6.2.1 of and Schedule II to the Loan Agreement and provide Lender with satisfactory written evidence of such completion within 60 days of the Effective Date (the "**Required Repairs Deadline**"); provided, however, if Borrower is using commercially reasonable efforts to complete the Required Repairs, and for reasons outside of Borrower's direct or indirect control is unable to complete the Required Repairs by the Required Repairs Deadline, Borrower may request an additional time period in which to complete, the Required Repairs which additional time period, including the terms and conditions thereof, is within the sole discretion of Lender to grant or deny. Borrower's failure to provide Lender with evidence of the completion of the Required Repairs on or before the Required Repairs Deadline, as the same may be amended (the "**Required Repairs Completion Obligation**") shall be an Event of Default under the Loan Documents and shall entitle Lender to exercise any and all of its remedies thereunder.

2.9 Lockbox Account. Each of the Borrower Parties acknowledges and agrees that: (i) the Clearing Account established prior to the Effective Date pursuant to the Deposit Account Control Agreement (Hard Lockbox) dated May 11, 2015 (the "**Original Clearing Account**") shall be terminated as of last day of the calendar month following the Effective Date (the "**Account Termination Date**"); and (ii) any funds held and/or received in the Original Clearing Account on or after the Effective Date (including any minimum balance remaining after payment of any fees and charges due to Wells Fargo Bank, N.A., (the "**Original Clearing Bank**") through the Account Termination Date) will be transferred to the new Clearing Account, when such new Clearing Account is opened, in accordance with Section 1.2 (d) above. Brickell Borrower agrees that it shall have no further interest in any funds held or received in the Clearing Account. Brickell Borrower hereby releases each of Lender and Original Clearing Bank from any further responsibility to Brickell Borrower with respect to the Original Clearing Account. Contemporaneously with the execution and delivery of this Agreement, Original Borrower shall execute and deliver a separate direction letter to Lender acknowledging and agreeing to the transfer of (and directing Original Clearing Bank to transfer if required) any such funds held and/or

received in the Original Clearing Account on or after the Effective Date to the new Clearing Account established by Borrower. Lender shall hold such direction letter until the new Clearing Account is opened in accordance with Section 1.2(d) above, at which time Lender shall deliver such direction letter to Original Clearing Bank.

2.10 UCC Filings. Borrower hereby grants and confirms unto Lender a first lien priority interest in all of Borrower's personal property and all of the fixtures located at the Property, including the tenant in common interest in such personal property and fixtures acquired from Brickell Borrower, to the maximum extent permitted by the Uniform Commercial Code ("UCC"). Original Borrower hereby consents to the filing of any financing statements or amendments or UCC forms required to be filed in the applicable states or any other applicable filing office, including, but not necessarily limited to, the state of organization of and in the Records (collectively "Filings") in order to perfect or continue the perfection of said interest and, notwithstanding anything contained in any of the Loan Documents to the contrary, in accordance with the UCC, as amended subsequent to the making of the Loan, said Filings may be made by Lender without the consent or signature of either of the Original Borrowers.

2.11 Payment of Fees and Expenses. Simultaneously with or prior to the execution of this Agreement, Borrower shall pay to or shall have paid to Lender (a) an application fee in the amount of \$25,000.00, (b) a consent/transfer fee in the amount of \$49,792.40, which is 1% of the outstanding principal balance of the Loan as of the Effective Date, (c) an administration fee equal to \$125.00, (d) credit search fees equal to \$295.00, (e) an insurance review fee equal to \$450.00, and (f) a flood determination fee equal to \$15.00 each of which are fees for new consideration and are not interest charged in connection with the Loan. Borrower shall also pay at the time of execution of this Agreement the (i) legal fees and expenses of Lender's counsel, Bilzin Sumberg Baena Price & Axelrod LLP, in connection with the preparation of this Agreement and the transactions contemplated in this Agreement and (ii) Rating Agency review fees and costs, if any, incurred by Lender and the legal fees and costs of any such Rating Agency's counsel, if any.

2.12 Further Assurances. Each party hereto shall execute and deliver, in form and content reasonably acceptable to each party, to the other party such agreements, instruments, documents, financing statements and other writings as may be reasonably requested from time to time by such other party to consummate the transactions contemplated by this Agreement

2.13 References to Loan Documents. All references to the term "Loan Documents" herein, including in the Joinders attached hereto, in the Loan Agreement, the Note, the Security Instrument and the other Loan Documents shall hereafter mean and refer to: (i) the Loan Documents described therein, as may have been modified by the terms of this Agreement; (ii) this Agreement, including any Joinders attached hereto; and (iii) any and all of the documents now or hereafter executed by Borrower and/or others and by or in favor of Original Lender or Lender, which evidence, secure or guaranty all or any portion of the payments due under the Loan Agreement, Security Instrument, the Note or otherwise are executed and/or delivered in connection with the Security Instrument, the Loan Agreement, the Note, this Agreement or the other Loan Documents.

2.14 References to Loan Agreement, Security Instrument, Guaranty. All references to the term "Loan Agreement," "Security Instrument," "Guaranty" herein, in the Loan Agreement, the Security Instrument, the Guaranty, the Note, and in the other Loan Documents shall hereafter mean and refer to the "Loan Agreement," "Security Instrument," "Guaranty", as modified by the terms of this Agreement.

ARTICLE 3

MISCELLANEOUS PROVISIONS

3.1 Relationship with Loan Documents. To the extent that this Agreement is inconsistent with the Loan Documents, this Agreement will control and the Loan Documents will be deemed to be modified hereby. Except as modified hereby, the Loan Documents shall remain unchanged and in full force and effect.

3.2 No Limitation of Remedies. No right, power or remedy conferred upon or reserved to or by Lender in this Agreement is intended to be exclusive of any other right, power or remedy conferred upon or reserved to or by Lender under this Agreement, the Loan Documents or at law, but each and every remedy shall be cumulative and concurrent, and shall be in addition to each and every other right, power and remedy given under this Agreement, the Loan Documents or now or subsequently existing at law.

3.3 No Waivers. Except as otherwise expressly set forth in this Agreement, nothing contained in this Agreement shall constitute a waiver of any rights or remedies of Lender under the Loan Documents or at law. No delay or failure on the part of any party hereto in the exercise of any right or remedy under this Agreement shall operate as a waiver, and no single or partial exercise of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. No action or forbearance by any party hereto contrary to the provisions of this Agreement shall be construed to constitute a waiver of any of the express provisions. Any party hereto may in writing expressly waive any of such party's rights under this Agreement without invalidating this Agreement.

3.4 Successors or Assigns. Whenever any party is named or referred to in this Agreement, the heirs, executors, legal representatives, successors, successors-in-title and assigns of such party shall be included. All covenants and agreements in this Agreement shall bind and inure to the benefit of the heirs, executors, legal representatives, successors, successors-in-title and assigns of the parties, whether so expressed or not.

3.5 Construction of Agreement. Each party and joinder party hereto acknowledges that it has participated in the negotiation of this Agreement and no provision shall be construed against or interpreted to the disadvantage of any party or joinder party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured, dictated or drafted such provision. Each party has at all times had access to an attorney in the negotiation of the terms of and in the preparation and execution of this Agreement. Each party and joinder party has had the opportunity to review and analyze this Agreement for a sufficient period of time prior to execution and delivery. No representations or warranties have

been made by or on behalf of Lender, or relied upon by Borrower, pertaining to the subject matter of this Agreement, other than those set forth in this Agreement. All oral statements, representations and warranties, if any, are superseded and merged into this Agreement, which represents the final agreement of the parties with respect to the subject matter herein. All of the terms of this Agreement were negotiated at arm's length, and this Agreement was prepared and executed without fraud, duress, undue influence or coercion of any kind exerted by any of the parties upon the others. The execution and delivery of this Agreement is the free and voluntary act of Borrower and Lender and each joinder party hereto.

3.6 Invalid Provision to Affect No Others. If, from any circumstances whatsoever, fulfillment of any provision of this Agreement or any related transaction at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity. If any clause or provision operates or would prospectively operate to invalidate this Agreement, in whole or in part, then such clause or provision only shall be deemed deleted, as though not contained, and the remainder of this Agreement shall remain operative and in full force and effect.

3.7 Notices. The Loan Documents are hereby modified to provide that any and all notices, elections, approvals, consents, demands, requests and responses ("**Communications**") permitted or required to be given under this Agreement and the Loan Documents shall be effective if in writing, signed by or on behalf of the party giving the same, and sent by certified or registered mail, postage prepaid, return receipt requested, or by hand delivery or overnight courier service (such as Federal Express), to the party to be notified at the address of such party set forth below or at such other address within the continental United States as such other party may designate by notice specifically designated as a notice of change of address and given in accordance with this Section. Any Communications shall be effective upon the earlier of their receipt or three days after mailing in the manner indicated in this Section. Receipt of Communications shall occur upon actual delivery but if attempted delivery is refused or rejected, the date of refusal or rejection shall be deemed the date of receipt. Any Communications given in accordance with this Section shall be deemed to satisfy all general "notice" provisions contained in the Loan Documents. Notice to outside counsel or parties other than the named Borrower, now or hereafter designated by a party as entitled to notice, are for convenience only and are not required for notice to a party to be effective in accordance with this Section. Any Communication, if given to Lender, must be addressed as follows, subject to change as provided above:

Wilmington Trust, National Association, as Trustee
 c/o Wells Fargo, National Association, Master Servicer
 Wells Fargo Commercial Mortgage Servicing
 401 S. Tryon Street, 8th Floor
 MAC D1050-084
 Charlotte, North Carolina 28202
 Re: MSBAM 2015-C23; Loan No.: 695100493

With a copy to:

LNR Partners, LLC
1601 Washington Avenue, Suite 700
Miami, Florida 33139
Attn: Director of Loan Asset Management
Re: MSBAM 2015-C23; Loan No.: 695100493

and, if given to Borrower, must be addressed as follows, notwithstanding any other address set forth in the Loan Documents to the contrary, subject to change as provided above:

GL Ponce 26, LLC
2750 Coral Way, suite 200
Miami, Florida 33145
Attention: Michael Lapointe
Telephone: (305) 432-4326
Email: mlapointe@coreipf.com
Email: agreenberg@coreipf.com

With a copy to:

Nelson Mullins Broad and Cassel
1905 NW Corporate Blvd., Suite 310
Boca Raton, Florida 33431
Attn: Christopher Staller, Esq.
Telephone No.: (561-883-8962
Email Address: Chris.staller@nelsonmullins.com

3.8 Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State in which the Property is located.

3.9 Headings; Exhibits. The headings of the articles, sections and subsections of this Agreement are for the convenience of reference only, are not to be considered a part of this Agreement and shall not be used to construe, limit or otherwise affect this Agreement.

3.10 Modifications. The terms of this Agreement may not be changed, modified, waived, discharged or terminated orally, but only by an instrument or instruments in writing, signed by the party against whom the enforcement of the change, modification, waiver, discharge or termination is asserted.

3.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

3.12 Original Indemnitor Joinder. It shall be a condition to Lender's agreement to consent to the Requested Actions that Original Indemnitor execute and deliver to Lender,

simultaneously with the Original Borrower Parties' execution hereof, the Joinder by and Agreement of Original Indemnitor attached hereto.

3.13 Current Indemnitor Joinder. It shall be a condition to Lender's agreement to consent to the Requested Actions that Current Indemnitor execute and deliver to Lender, simultaneously with Original Borrower Parties' execution hereof, the Joinder by and Agreement of Current Indemnitor attached hereto.

3.14 New Indemnitor Joinder. It shall be a condition to Lender's agreement to consent to the Requested Actions that New Indemnitor execute and deliver to Lender, simultaneously with Original Borrower Parties' execution hereof, the Joinder by and Agreement of New Indemnitor attached hereto.

3.15 WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED UNDER EXISTING LAW. ORIGINAL BORROWER PARTIES AND LENDER EACH HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVER ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE LOAN DOCUMENTS OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY ORIGINAL BORROWER AND LENDER AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH PARTY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER.

[NO FURTHER TEXT APPEARS ON THIS PAGE; SIGNATURE PAGES FOLLOW]

SCHEDULE 2.1

MODIFICATIONS TO LOAN DOCUMENTS

2.1 From and after the Effective Date, the Loan Documents shall be modified as follows

(a) General. The Loan Documents are amended as follows:

(i) The references (if any) to "**Borrower**" "Indemnitor," "**Assignor**" and "**Mortgagor**" or similar terms in each of the Loan Documents shall mean and refer in each of the Loan Documents shall mean and refer solely to GL Ponce 26, LLC, a Florida limited liability company (or the GL Borrower).

(ii) The references (if any) to "**Guarantor**" or "**GL Guarantor**" in each of the Loan Documents, as applicable, shall jointly and severally and individually or collectively, as the context may require, mean and refer to Michael Lapointe, an individual, and Adam Greenberg and Melissa Greenberg, husband and wife, each an individual.

(iii) The references (if any) to "**Lender**," "**Indemnitee**," "**Assignee**" and "**Mortgagee**" or similar terms in each of the Loan Documents shall mean, Wilmington Trust, National Association, as Trustee for Morgan Stanley Bank of America Merrill Lynch Trust 2015-C23, Commercial Mortgage Pass-Through Certificates, Series 2015-C23, as successor in interest to Starwood Mortgage Capital LLC.

(iv) All references to the term "**Loan Documents**" in this Agreement (including the Joinders attached to this Agreement), the Loan Agreement, the Security Instrument, the Guaranty, the Environmental Indemnity, the Cash Management Agreement, the Deposit Account Agreement and each of the other Loan Documents shall include this Agreement and all documents executed and/or required in connection with the Requested Actions.

(b) Loan Agreement

(i) The following definitions are added to Section (a) of the Definitions section of the Loan Agreement in their proper alphabetical order:

"**Consent Agreement**" shall mean and refer to the Consent and Loan Documents Modification Agreement entered into as of the Consent Effective Date among Wilmington Trust, National Association, as Trustee for Morgan Stanley Bank of America Merrill Lynch Trust 2015-C23, Commercial Mortgage Pass-Through Certificates, Series 2015-C23, as Lender, GL Ponce 26, LLC, a Florida limited liability company, as Borrower and Brickell 13 Ponce LLC, a Florida limited liability company, as Brickell Borrower, together with Joinder By and Agreement of Original Indemnitor executed by Abbey Berkowitz, as Original Indemnitor,

Joinder By and Agreement of Current Indemnitor executed by Michael Lapointe, as Current Indemnitor and Joinder By and Agreement of New Indemnitor executed by Adam Greenberg and Melissa Greenberg, as New Indemnitor.

"**Consent Effective Date**" means the Effective Date of the Consent Agreement.

(ii) The definition of "**Cash Management Agreement**" is modified and restated as follows:

"**Cash Management Agreement**" shall mean the Cash Management Agreement dated May 11, 2015 among Starwood Mortgage Capital LLC, GL Ponce 26, LLC, and Brickell 13 Ponce LLC, as amended by the Amendment to Cash Management Agreement dated as of the Consent Effective Date among Borrower, Lender and Wells Fargo Bank, N.A. as the Cash Management Bank.

(iii) The definition of "**Eligible Institution**" is modified and restated as follows:

"**Eligible Institution**" shall mean shall mean a depository institution or trust company insured by the Federal Deposit Insurance Corporation the short term unsecured debt obligations or commercial paper of which are rated at least "A-1" by Standard & Poor's Ratings Group ("**S&P**"), "P-1" by Moody's Investors Service, Inc. ("**Moody's**"), and "F-1" by Fitch, Inc. ("**Fitch**") in the case of accounts in which funds are held for thirty (30) days or less or, in the case of Letters of Credit or accounts in which funds are held for more than thirty (30) days, the long term unsecured debt obligations of which are rated at least "A" by Fitch and S&P and "A2" by Moody's.

(iv) The definition of "**Guarantor**" is modified and restated as follows:

"**Guarantor**" shall mean, individually or collectively, as the context may require, Michael Lapointe, an individual and Adam Greenberg and Melissa Greenberg, husband and wife, each an individual.

(v) The defined term "**Loan Documents**" is modified and restated as follows:

"**Loan Documents**" shall mean, collectively, this Agreement (the Loan Agreement), the Note, the Mortgage, the Assignment of Leases, the Cash Management Agreement, the Clearing Account Agreement, the Environmental Indemnity, the Assignment of Management Agreement (if any), the Guaranty, the Certificate of Borrower as such documents, agreement and instruments are

modified by the Consent Agreement, the Consent Agreement, the Amendment to the Cash Management Agreement and any other documents, agreements and instruments now or hereafter evidencing, securing or delivered to Lender in connection with the Loan.

(vi) The defined term "**Brickell Borrower**" and all sections, provisions and references to Brickell Borrower in the Loan Agreement including, but not limited to, Section 3.1.29 (a), are deleted in their entirety.

(vii) The defined terms "**Tenant in Common**" and "**Tenants in Common Agreement**" and all sections, provisions and references to Tenants in Common and Tenants in Common Agreement in the Loan Agreement including, but not limited to, Sections 3.1.43 and 4.2.14 are deleted in their entirety.

(viii) Section 10.1 of the Loan Agreement is amended to replace subsection (xxiv) with the following:

(xxiv) if, without Lender's prior written consent there is (A) a Borrower Manager Change or (B) there is a breach of (1) the Ownership and Control Conditions described in Section 2.6 of the Consent Agreement, or (2) the Required Repairs Completion Obligation described in Section 2.8 of the Consent Agreement, or (3) the Post Closing Cash Management Account Obligations described in Section 1.2 (d) of the Consent Agreement.

(ix) Section 11.22(g) of the Loan Agreement and the definition of "**Borrower's Recourse Liabilities**" is amended and modified to delete the "and/or" at the end of subsection (xvi), replace the "." at the end of subsection (xvii) with ";" and add the following new subsection (xviii):

and/or (xviii) Borrower's failure to send the Tenant Direction Letters and/or to comply with the Post Closing Cash Management Account Obligations described in Section 1.2 (d) of the Consent Agreement.

(x) The organizational chart attached to this Agreement as **Exhibit B** shall replace and be substituted for the organizational chart attached to the Loan Agreement as Schedule III to the Loan Agreement.

(xi) The rent roll attached to this Agreement as **Exhibit C** shall replace and be substituted for the rent roll attached to the Loan Agreement as Schedule I to the Loan Agreement.

(c) Guaranty

(i) The defined term "**Brickell Borrower**" shall be deleted and all references to the term "**Borrower**" in the Guaranty shall mean and be a reference solely to GL Borrower.

(ii) The defined term "**Brickell Guarantor**" shall be deleted and all references to the term "**Guarantor**" in the Guaranty shall mean and be a reference solely to GL Guarantor.

(iii) The defined term "**GL Guarantor**" shall mean Michael Lapointe, an individual and Adam Greenberg and Melissa Greenberg, husband and wife, each an individual

(d) Environmental Indemnity

(i) The defined term "**Brickell Borrower**" shall be deleted and all references to the term "**Borrower**" in the Environmental Indemnity shall mean and be a reference solely to GL Borrower.

(ii) The definition of "**Non-Borrower Indemnitor**" is modified and restated to mean Michael Lapointe, an individual and Adam Greenberg and Melissa Greenberg, husband and wife, each an individual.

(iii) The defined terms "**Indemnitor**" or "**Indemnitors**" shall mean each of (or collectively as required) Borrower and New Borrower Indemnitor, as such terms are modified in subsections (d) (i) and (ii) above.

[END OF SCHEDULE 2.1]

EXHIBIT A

LEGAL DESCRIPTION

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Coral Gables, Miami-Dade County, Florida, being more particularly described as follows:

Lots 19 through 26, inclusive, Block 7, Coral Gables Coconut Grove Section Part One, according to the plat thereof as recorded in Plat Book 14, Page 25, Public Records of Miami-Dade County, Florida.

EXHIBIT B
BORROWER'S POST REQUESTED ACTIONS ORGANIZATIONAL CHART

INTENTIONALLY OMITTED FOR PURPOSES OF RECORDING

EXHIBIT C

RENT ROLL

INTENTIONALLY OMITTED FOR PURPOSES OF RECORDING

JOINDER BY AND AGREEMENT OF ORIGINAL INDEMNITOR

The undersigned, **ABBEY BERKOWITZ**, an individual ("**Original Indemnitor**"), being the Original Indemnitor referred to in the Consent and Modification of Loan Documents Agreement (the "**Consent Agreement**") to which this Joinder by and Agreement of Original Indemnitor (the "**Original Indemnitor Joinder**") is attached, hereby joins in the execution of the Consent Agreement to reaffirm its obligations under the Guaranty and the Environmental Indemnity, and to represent and warrant to, and acknowledge and agrees with, Lender the following:

1. **Defined Terms.** All capitalized terms used in this Original Indemnitor Joinder, unless defined herein, shall have the meanings given such terms in the Consent Agreement or in the Loan Agreement, as amended by the terms of the Consent Agreement.

2. **Reaffirmation of Guaranty and Environmental Indemnity.** The Guaranty and the Environmental Indemnity constitute the valid, legally binding obligation of Original Indemnitor, enforceable against Original Indemnitor in accordance with its terms. By Original Indemnitor's execution hereof, Original Indemnitor waives and releases any and all defenses, affirmative defenses, setoffs, claims, counterclaims and causes of action of any kind or nature which Original Indemnitor has asserted, or might assert, against any of Lender Parties which in any way relate to or arise out of the Guaranty, the Environmental Indemnity or any of the other Loan Documents.

3. **Agreements of Original Indemnitor.** Original Indemnitor consents to the execution and delivery of the Consent Agreement by Original Borrower and agrees and acknowledges that except as set forth in paragraphs 6 and 7 below, the liability of Original Indemnitor under the Guaranty and the Environmental Indemnity shall not be diminished in any way by the execution and delivery of the Consent Agreement or by the consummation of any of the transactions contemplated therein, including but not limited to the Requested Actions.

4. **Confirmation of Representations and Covenants; Additional Representations.** By its execution hereof, Original Indemnitor confirms the representations and warranties and agrees to the covenants regarding Original Indemnitor set forth in the Consent Agreement, including, but not limited to, the obligation to pay the Indemnification Costs under Section 1.1 (g) and 1.1 (k) of the Consent Agreement.

5. **Authority Representations by the Original Indemnitor.** The execution and delivery of, and performance under, this Original Indemnitor Joinder will not (a) violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to any Original Indemnitor or (b) result in a breach of or constitute or cause a default under any indenture, agreement, lease or instrument to which any Original Indemnitor is a party or by which the Property may be bound or affected.

6. **Release of Original Indemnitor under Guaranty.** Notwithstanding anything to the contrary in this Original Indemnitor Joinder, the Loan Agreement, if applicable, the Security Instrument, or the other Loan Documents, Original Indemnitor's obligations under this Original Indemnitor Joinder and under the Guaranty shall not apply with respect to, and by acceptance of this Original Indemnitor Joinder, Lender agrees that Original Indemnitor is released from any and all of Original Indemnitor's obligations under the Guaranty (the "**Guaranteed Obligations**") for acts or events occurring or obligations arising after the Effective Date except for: (a) any material misrepresentation by Original Indemnitor in this Original Indemnitor Joinder or any other document executed in connection with this Original Indemnitor Joinder, (b) Guaranteed Obligations that are caused by Original Borrower, Current Indemnitor and/or Original Indemnitor and/or any of their agents prior to the Effective Date, and/or (c) Guaranteed Obligations that relate to any of Original Borrower's Recourse Environmental Obligations. For purposes of this Original Indemnitor Joinder, Original Indemnitor shall bear the burden of proving when Hazardous Substances first existed upon, about or beneath the Property or began migrating to or from the Property and when a violation of Environmental Laws first occurred; provided however, the foregoing burden of proof is for the benefit of Lender, its successors and assigns, and is not for the benefit of any third party.

7. **Release of Original Indemnitor Under Environmental Indemnity.** Notwithstanding anything to the contrary in this Original Indemnitor Joinder, the Loan Agreement, the Security Instrument or any of the other Loan Documents, Original Indemnitor's obligations hereunder and under the Environmental Indemnity shall not apply with respect to, and by acceptance of this Original Indemnitor Joinder, Lender agrees that Original Indemnitor(s) is/are hereby released from, any and all of Original Indemnitors' obligations under the Environmental Indemnity for acts or events occurring or obligations arising under the Environmental Indemnity (the "**Environmental Indemnity Obligations**") after the Effective Date unless such Environmental Indemnity Obligations were: (i) caused by Original Borrower, Original Indemnitor, and/or any of their agents, or (ii) result from the existence of conditions existing prior to the Effective Date or migrating to or from any portion of the Property prior to the Effective Date, but not discovered until after the Effective Date or result from a violation of Environmental Laws that occurred prior to the Effective Date. For purposes of this Original Indemnitor Joinder, Original Indemnitor shall bear the burden of proving when Hazardous Substances first existed upon, about or beneath the Property or began migrating to or from the Property and when a violation of Environmental Laws first occurred; provided however, the foregoing burden of proof is for the benefit of Lender, its successors and assigns, and is not for the benefit of any third party.

8. **References to Loan Agreement.** All references to the term "**Loan Agreement**" in the Guaranty shall hereafter mean and refer to the "**Loan Agreement**", as modified by the terms of the Consent Agreement.

9. **Governing Law.** This Original Indemnitor Joinder shall be governed, interpreted, construed and enforced in accordance with the governing law provisions of the Guaranty and Environmental Indemnity, as applicable.

JOINDER BY AND AGREEMENT OF CURRENT INDEMNITOR

The undersigned, **MICHAEL LAPOINTE** (the "**Current Indemnitor**"), being the Current Indemnitor referred to in the Consent and Modification of Loan Documents Agreement (the "**Consent Agreement**") to which this Joinder by and Agreement of Current Indemnitor (the "**Current Indemnitor Joinder**") is attached, hereby joins in the execution of the Consent Agreement to reaffirm its obligations under the Guaranty and the Environmental Indemnity, and to represent and warrant to, and acknowledge and agrees with, Lender the following:

1. **Defined Terms.** All capitalized terms used in this Current Indemnitor Joinder, unless defined herein, shall have the meanings given such terms in the Consent Agreement or in the Loan Agreement, as amended by the terms of the Consent Agreement.

2. **Reaffirmation of Guaranty and Environmental Indemnity.** The Guaranty and the Environmental Indemnity constitute the valid, legally binding obligation of Current Indemnitor, enforceable against Current Indemnitor in accordance with its terms, notwithstanding the consummation of the Requested Actions. By Current Indemnitor's execution hereof, Current Indemnitor waives and releases as of the date hereof, any and all defenses, affirmative defenses, setoffs, claims, counterclaims and causes of action of any kind or nature which Current Indemnitor has asserted, or might assert, against any of Lender Parties which in any way relate to or arise out of the Guaranty, the Environmental Indemnity or any of the other Loan Documents.

3. **Agreements of Current Indemnitor.** Current Indemnitor consents to the execution and delivery of the Consent Agreement by Borrower and agrees and acknowledges that the liability of Current Indemnitor under the Guaranty and the Environmental Indemnity shall not be diminished in any way by the execution and delivery of the Consent Agreement or by the consummation of any of the transactions contemplated therein, including but not limited to the Requested Actions.

4. **Amendments to Guaranty.** From and after the Effective Date, the Guaranty, including, without limitation, Section 1.1(b) of the Guaranty, is amended to provide that the terms "**Guaranteed Obligations,**" and "**Borrower's Recourse Liabilities**" as used in the Guaranty shall mean all obligations and liabilities of Borrower pursuant to Section 11.22 of the Loan Agreement, as modified by Section 2.1 (b) (ix).

5. **Confirmation of Representations and Covenants.** By its execution hereof, Current Indemnitor confirms the representations and warranties and agrees to the covenants regarding Current Indemnitor set forth in the Consent Agreement, including, but not limited to, the obligation to pay the Indemnification Costs under Sections 1.1 (g) and 1.1 (k) of the Consent Agreement.

6. **Additional Representations.** By its execution hereof, Current Indemnitor represents and warrants to and for the benefit of Lender the following:

(a) Current Indemnitor has delivered true and complete copies of the Guaranty and the Environmental Indemnity to New Indemnitor and warranted to New Indemnitor that such documents were true and complete copies of such documents as signed by Current Indemnitor.

(b) On or before the Effective Date of the Consent Agreement, Current Indemnitor fully funded, in cash, its capital contribution required under Exhibit A to Borrower's A&R Operating Agreement to complete the Requested Actions.

7. **Notices to Current Indemnitor.** From and after the date of completion of the Requested Actions, Lender shall deliver any notices to Current Indemnitor which are required to be delivered pursuant to the Guaranty and/or the Environmental Indemnity, or are otherwise delivered by the Lender thereunder at Lender's sole discretion, to the New Indemnitor at the following address:

Michael Lapointe
2750 Coral Way, Suite 200
Miami, Florida 33145
Telephone No.: (305) 432-4326
Email Address: mlapointe@coreipf.com

With a copy to:

Nelson Mullins Broad and Cassel
1905 NW Corporate Blvd, Suite 310
Boca Raton, Florida 33431
Attn: Christopher Staller, Esq.
Telephone No.: (561-883-8962
Email Address: Chris.staller@nelsonmullins.com

All notices to be sent by Current Indemnitor to Lender under the Guaranty and/or the Environmental indemnity shall be sent to Lender in the manner set forth in and at the address shown in Section 3.7 of the Consent Agreement to which this Current Indemnitor Joinder is attached. Notice to outside counsel or parties other than the named Current Indemnitor, now or hereafter designated by a party as entitled to notice, are for convenience only and are not required for notice to Current Indemnitor to be effective in accordance with Section 3.7.

8. **Authority Representations by the Current Indemnitor.** The execution and delivery of, and performance under, this Current Indemnitor Joinder will not (a) violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to any Current Indemnitor or (b) result in a breach of or constitute or cause a default under any indenture, agreement, lease or instrument to which any Current Indemnitor is a party or by which the Property may be bound or affected.

9. **References to Loan Agreement.** All references to the term "**Loan Agreement**" in the Guaranty and the Environmental Indemnity shall hereafter mean and refer to the "**Loan Agreement**", as modified by the terms of the Consent Agreement.

10. **Governing Law.** This Current Indemnitor Joinder shall be governed, interpreted, construed, and enforced in accordance with the governing law provisions of the Guaranty and Environmental Indemnity, as applicable.

[NO FURTHER TEXT APPEARS ON THIS PAGE; SIGNATURE PAGES FOLLOW]

JOINDER BY AND AGREEMENT OF NEW INDEMNITOR

The undersigned, **ADAM GREENBERG** and **MELISSA GREENBERG**, husband and wife, each an individual (jointly and severally, "**New Indemnitor**"), being the New Indemnitor referred to in the Consent and Modification of Loan Documents Agreement (the "**Consent Agreement**") to which this Joinder by and Agreement of New Indemnitor (the "**New Indemnitor Joinder**") is attached, hereby joins in the execution of the Consent Agreement to assume, on a joint and several basis with Current Indemnitor, Current Indemnitor's obligations under the Guaranty and the Environmental Indemnity, and to represent and warrant to, and acknowledge and agrees with, Lender the following:

1. **Defined Terms.** All capitalized terms used in this New Indemnitor Joinder, unless defined herein, shall have the meanings given such terms in the Consent Agreement or the Current Indemnitor Joinder attached thereto.

2. **Benefit to New Indemnitor.** New Indemnitor owns a direct and/or indirect interest in Borrower as a result of the Requested Actions and has received substantial benefit from Lender's consent to the Requested Actions.

3. **Assumption by New Indemnitor of Guaranty.** From and after the Effective Date, New Indemnitor hereby assumes, on a joint and several basis with Current Indemnitor, and agrees to be liable and responsible for and bound by all of Current Indemnitor's obligations, agreements and liabilities under the Guaranty, as amended hereby, including but not limited to the jury waiver and other waivers set forth therein, as fully and completely as if New Indemnitor had originally executed and delivered such Guaranty, as amended hereby, as the guarantor/indemnitor thereunder. New Indemnitor further agrees to pay, perform and discharge each and every obligation of payment and performance of Current Indemnitor under, pursuant to and as set forth in the Guaranty, as amended hereby, at the time, in the manner and otherwise in all respects as therein provided. Notwithstanding the foregoing, with respect to the environmental obligations under Section 1.1 of the Guaranty, as it relates to Section 11.22 (ii) of the Loan Agreement the liability of New Indemnitor shall be joint and several with that of Borrower and Current Indemnitor and, if applicable, Original Indemnitor and Original Borrower, and shall not be limited to environmental obligations occurring from and after the Effective Date. From and after the Effective Date, the Guaranty is amended to provide that all references to the term "**Borrower**" used in the Guaranty shall mean and refer solely to Borrower and exclude, for avoidance of doubt, Brickell Borrower, and the term "**Guarantor**" used in the Guaranty shall mean and refer to Current Indemnitor and New Indemnitor.

4. **Assumption by New Indemnitor of Environmental Indemnity.** New Indemnitor hereby assumes and agrees on a joint and several basis with Current Indemnitor, to be liable and responsible for and bound by all of the Current Indemnitor's obligations, agreements and liabilities, including but not limited to the jury waiver and other waivers set forth therein, under the Environmental Indemnity as fully and completely as if New Indemnitor had signed such Environmental Indemnity, as amended hereby, as the indemnitor/guarantor thereunder, including

without limitation, all of those obligations, agreements and liabilities which would have been the obligations, agreements and liabilities of Current Indemnitor, without regard to when such obligations, agreements and liabilities arise, accrue or have arisen or accrued and without regard to Current Indemnitor's responsibility therefore, if any. New Indemnitor further agrees to pay, perform, and discharge each and every obligation of payment and performance of any guarantor/indemnitor under, pursuant to and as set forth in the Environmental Indemnity, as amended by this New Indemnitor Joinder, at the time, in the manner and otherwise in all respects as therein provided. The liability of New Indemnitor under this paragraph shall be joint and several with that of New Borrower and Current Indemnitor and, if applicable, Original Indemnitor. From and after the Effective Date, the Environmental Indemnity is amended to provide that all references to the term "**Borrower**" used in the Environmental Indemnity shall mean and refer solely to Borrower and exclude, for avoidance of doubt, Brickell Borrower and the term "**Indemnitor**" used in the Environmental Indemnity shall mean and refer to the New Indemnitor and Current Indemnitor.

5. **Amendments to Guaranty.** From and after the Effective Date, the Guaranty, including, without limitation, Section 1.1(b) of the Guaranty, is amended to provide that the terms "**Guaranteed Obligations**," and "**Borrower's Recourse Liabilities**" as used in the Guaranty shall mean all obligations and liabilities of Borrower pursuant to Section 11.22 of the Loan Agreement, as modified by Section 2.1 (b) (ix).

6. **Confirmation of Representations and Covenants; Additional Representations.** By its execution hereof, New Indemnitor confirms the representations and warranties and agrees to the covenants regarding New Indemnitor set forth in the Consent Agreement, including, but not limited to, the obligation to pay the Indemnification Costs under Sections 1.1 (g) and 1.1 (k) of the Consent Agreement. New Indemnitor represents and warrants that New Indemnitor has received copies of the Guaranty and the Environmental Indemnity from Current Indemnitor, which copies were warranted by Current Indemnitor as being true and complete copies of such documents. New Indemnitor also acknowledges and agrees that all references to the term "Loan Agreement" or "Loan Documents" in the Guaranty and Environmental Indemnity shall hereafter mean and refer to the "Loan Agreement" and the "Loan Documents," as amended by the terms of the Consent Agreement.

7. **Representations by New Indemnitor.** New Indemnitor hereby represents and warrants to Lender that:

(a) the execution and delivery of this New Indemnitor Joinder, and performance by New Indemnitor under this New Indemnitor Joinder and the Guaranty and the Environmental indemnity will not (i) violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to New Indemnitor or (ii) result in a breach of or constitute or cause a default under any indenture, agreement, lease or instrument to which any New Indemnitor is a party or by which the Property may be bound or affected;

(b) On or before the Effective Date of the Consent Agreement, New Indemnitor fully funded, in cash, its capital contribution required under Exhibit A to Borrower's A&R Operating Agreement to complete the Requested Actions.

8. **Notices to New Indemnitor.** From and after the date of completion of the Requested Actions, Lender shall deliver any notices to New Indemnitor which are required to be delivered pursuant to the Guaranty and/or the Environmental Indemnity, or are otherwise delivered by the Lender thereunder at Lender's sole discretion, to the New Indemnitor at the following address:

Adam Greenberg and Melissa Greenberg
2750 Coral Way, Suite 200
Miami, Florida 33145
Telephone No. : (305) 432-4326
Email Address: agreenberg@coreipf.com

With a copy to:

Nelson Mullins Broad and Cassel
1905 NW Corporate Blvd, Suite 310
Boca Raton, Florida 33431
Attn: Christopher Staller, Esq.
Telephone No. (561) 883-8962
Email Address: Chris.staller@nelsonmullins.com

All notices to be sent by New Indemnitor to Lender under the Guaranty [and/or the Environmental indemnity] shall be sent to Lender in the manner set forth in and at the address shown in Section 3.7 of the Agreement to which this New Indemnitor Joinder is attached. Notice to outside counsel or parties other than the named New Indemnitor, now or hereafter designated by a party as entitled to notice, are for convenience only and are not required for notice to New Indemnitor to be effective in accordance with Section 3.7.

9. **References to Loan Agreement.** All references to the term "**Loan Agreement**" in the Guaranty shall hereafter mean and refer to the "**Loan Agreement**", as modified by the terms of the Consent Agreement.

10. **Governing Law.** This New Indemnitor Joinder shall be interpreted, construed, and enforced in accordance with the governing law provisions of the Guaranty and Environmental Indemnity, as applicable.

[SIGNATURE ON FOLLOWING PAGE]

