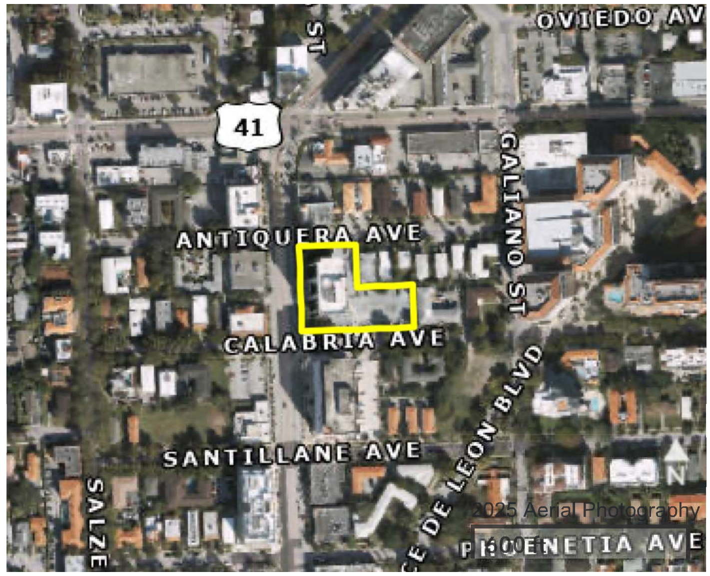
PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Summary Report

Generated On: 10/30/2025

PROPERTY INFORMATION

Folio	03-4108-009-0410
Property Address	901 PONCE DE LEON BLVD CORAL GABLES, FL 33134-0000
Owner	TMS ALTIS 901 LLC
Mailing Address	7491 W OAKLAND PARK BLVD#306 FT LAUDERDALE, FL 33319
Primary Zone	5005 MIXED-USE 3
Primary Land Use	1813 OFFICE BUILDING - MULTISTORY : OFFICE BUILDING
Beds / Baths /Half	0 / 0 / 0
Floors	10
Living Units	0
Actual Area	
Living Area	
Adjusted Area	177,848 Sq.Ft
Lot Size	56,064 Sq.Ft
Year Built	1986



ASSESSMENT INFORMATION

Year	2025	2024	2023
Land Value	$14,522,400	$13,622,400	$13,622,400
Building Value	$13,077,600	$9,808,200	$11,627,600
Extra Feature Value	$0	$0	$0
Market Value	$27,600,000	$23,430,600	$25,250,000
Assessed Value	$25,773,660	$23,430,600	$25,250,000

BENEFITS INFORMATION

Benefit	Type	202520242023
Non-Homestead Cap	Assessment Reduction	$1,826,340

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

SHORT LEGAL DESCRIPTION

CORAL GABLES DOUGLAS SEC

PB 25-69

LOTS 1 THRU 3 & 17 THRU 22 BLK 8

LOT SIZE 56064 SQ FT

COC 24994-3018 10 2006 1

TAXABLE VALUE INFORMATION

Year	2025	2024	2023
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$25,773,660	$23,430,600	$25,250,000
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$27,600,000	$23,430,600	$25,250,000
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$25,773,660	$23,430,600	$25,250,000
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$25,773,660	$23,430,600	$25,250,000

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
08/15/2014	$22,500,000	29272-4558	Qual by exam of deed
10/01/2006	$27,685,000	24994-3018	Sales which are qualified
02/01/1994	$6,000,000	16251-3513	Other disqualified
02/01/1981	$1,650,000	11009-0322	Deeds that include more than one parcel

City Exhibit #1

List of service addresses for 901 Ponce de Leon Blvd

Owner (Property appraiser and deed address) ALTIS CARDINAL 901, LLC, F/K/A TMS ALTIS 901 LLC 7491 W OAKLAND PARK BLVD, #306 FT LAUDERDALE, FL 33319-4970	**Owner (Sunbiz all addresses)** ALTIS CARDINAL 901, LLC, F/K/A TMS ALTIS 901 LLC C/O FRANK GUERRA REGISTERED AGENT 901 PONCE DE LEON BLVD, STE 700 CORAL GABLES, FL 33134-3070
Mortgagee (Sunbiz all addresses FOURSHORE FIVE – 901, LLC C/O JOSE M. TORRES REGISTERED AGENT 901 PONCE DE LEON BLVD, STE 700 CORAL GABLES, FL 33134-3070	

City Exhibit #2

ENERGOV
2022 - 2025

REVR-25-10-4397	Revision to Permit	Commercial	Submitted - Online	10/29/2025			Suite 404 Revision to Remove the Ice Maker from the Lounge	901 PONCE DE LEON BLVD	404
FIRE-25-10-1769	Fire	Fire Sprinkler	Submitted - Online	10/23/2025			ADD & RELOCATE FIRE SPRINKLERS	901 PONCE DE LEON BLVD	403
FIRE-25-10-1764	Fire	Fire Alarm	Denied	10/22/2025			INSTALL NEW FIRE ALARM DEVICES	901 PONCE DE LEON BLVD	403
FIRE-25-10-1761	Fire	Fire Alarm	In Review	10/20/2025			INSTALL NEW FIRE ALARM DEVICES	901 PONCE DE LEON BLVD	404
FIRE-25-08-1667	Fire	Fire Sprinkler	Finaled	08/19/2025		10/29/2025	Add & Relocate Fire Sprinklers	901 PONCE DE LEON BLVD	404
BLDB-25-07-3532	FBC Building (Commercial)	Signs	Denied	07/11/2025			Install one (1) illuminated wall sign reading "Your Insurance Attorney" with Logo on the West Elevation	901 PONCE DE LEON BLVD	
BLDB-25-07-3531	FBC Building (Commercial)	Signs	Denied	07/11/2025			Install one (1) illuminated wall sign reading "Your Insurance Attorney" with Logo on the South Elevation	901 PONCE DE LEON BLVD	
BLDB-25-07-3530	FBC Building (Commercial)	Signs	Denied	07/11/2025			Install one (1) illuminated wall sign reading "Your Insurance Attorney" with Logo on the North Elevation	901 PONCE DE LEON BLVD	
BLDB-25-07-3529	FBC Building (Commercial)	Signs	Denied	07/11/2025			Install one (1) illuminated wall sign reading "Your Insurance Attorney" with Logo on the East Elevation	901 PONCE DE LEON BLVD	
ELEC-25-07-3695	Electrical Commercial	Interior Build-Out/ Interior Alteration/Remodel	Issued	07/10/2025	01/19/2026		Suite 404 Tenant Improvement / Interior Renovation	901 PONCE DE LEON BLVD	404
ELEC-25-07-3694	Electrical Commercial	Interior Build-Out/ Interior Alteration/Remodel	Issued	07/10/2025	01/19/2026		Tenant Improvement / Interior Renovation - Suite 403	901 PONCE DE LEON BLVD	403
BLDB-25-07-3517	FBC Building (Commercial)	Interior Build-Out/ Interior Alteration/Remodel	In Review	07/09/2025			Interior alteration to suite 800 8th floor.	901 PONCE DE LEON BLVD	
MECB-25-07-1337	Mechanical Commercial	Interior Build-Out/ Interior Alteration/Remodel	Finaled	07/09/2025	01/28/2026	08/01/2025	Suite 404 Tenant Improvement / Interior Renovation	901 PONCE DE LEON BLVD	404
MECB-25-07-1336	Mechanical Commercial	Interior Build-Out/ Interior Alteration/Remodel	Finaled	07/09/2025	01/28/2026	08/01/2025	Tenant Improvement / Interior Renovation - Suite 403	901 PONCE DE LEON BLVD	403
ELEC-25-07-3682	Electrical Commercial	Low Voltage	Finaled	07/08/2025	02/25/2026	08/29/2025	Suite 404 Tenant Improvement / Interior Renovation	901 PONCE DE LEON BLVD	404
BLDB-25-07-3509	FBC Building (Commercial)	Interior Build-Out/ Interior Alteration/Remodel	Cancelled	07/03/2025		07/09/2025	**CREATED IN ERROR, APPLIED INCORRECTLY. IF APPLYING FOR SUB PERMITS MUST APPLY UNDER THE SUB-RECORDS TAB UNDER THE MASTER PERMIT** Electrical Ste 404	901 PONCE DE LEON BLVD	
BLDB-25-07-3508	FBC Building (Commercial)	Interior Build-Out/ Interior Alteration/Remodel	Cancelled	07/03/2025		07/09/2025	**CREATED IN ERROR, APPLIED INCORRECTLY. IF APPLYING FOR SUB PERMITS MUST APPLY UNDER THE SUB-RECORDS TAB UNDER THE MASTER PERMIT** Electrical	901 PONCE DE LEON BLVD	
PLUB-25-07-1245	Plumbing Commercial	Interior Build-Out/ Interior Alteration/Remodel	Issued	07/02/2025	01/05/2026		Suite 404 Tenant Improvement / Interior Renovation	901 PONCE DE LEON BLVD	404
BLDB-25-06-3502	FBC Building (Commercial)	Interior Build-Out/ Interior Alteration/Remodel	Denied	06/29/2025			Interior alteration to suite 600	901 PONCE DE LEON BLVD	

City Exhibit #3

ENERGOV
2022 - 2025

PLUB-25-06-1238	Plumbing Commercial	Other	Cancelled	06/26/2025		06/27/2025	CANCELLED - Created incorrectly - Sub permits are created under the Master Permit in Sub Records - NEW SINKS - IN-LINE WATER HEATER, DISHWASHER AND ICE MAKER	901 PONCE DE LEON BLVD	404
PLUB-25-06-1237	Plumbing Commercial	Other	Issued	06/26/2025	01/05/2026		INTERIOR RENOVATION SUITE 403 NEW SINK & IN-LINE WATER HEATER.	901 PONCE DE LEON BLVD	403
BLDB-25-06-3489	FBC Building (Commercial)	Interior Build-Out/ Interior Alteration/Remodel	Denied	06/24/2025			Interior alteration to suite 103	901 PONCE DE LEON BLVD	
ELEC-25-06-3634	Electrical Commercial	Low Voltage	Cancelled	06/16/2025		06/17/2025	low voltage sub permit under master #BLDB-25-02-3218 ***This permit was applied incorrectly because sub permits must be applied under the master permit and under sub records you will find the option for low voltage.***	901 PONCE DE LEON BLVD	
PEXT-25-04-1861	Permit Extension/ Renewal	Building	Finaled	04/29/2025		05/01/2025	**04/30/2025*** Sealant removal and replacement of sealant on 1 building to include waterproofing of 4 planters	901 PONCE DE LEON BLVD	
PEXT-25-04-1821	Permit Extension/ Renewal	Building	Cancelled	04/15/2025		05/01/2025	CANCELLED, DUPLICITY SEE PEXT-25-04-1861***04/17/2025***Sealant removal and replacement of sealant on 1 building to include waterproofing	901 PONCE DE LEON BLVD	
BLDB-25-02-3226	FBC Building (Commercial)	Interior Build-Out/ Interior Alteration/Remodel	Issued	02/19/2025	01/19/2026		Tenant Improvement / Interior Renovation - Suite 403	901 PONCE DE LEON BLVD	403
BLDB-25-02-3218	FBC Building (Commercial)	Interior Build-Out/ Interior Alteration/Remodel	Issued	02/13/2025	01/19/2026		Suite 404 Tenant Improvement / Interior Renovation	901 PONCE DE LEON BLVD	404
PWKS-24-08-2901	Public Works Permit	Temporary ROW Obstruction	Finaled	08/22/2024	09/21/2024	09/06/2024	Replace 2250 square feet of sidewalk	901 PONCE DE LEON BLVD	
BLDB-24-06-2636	FBC Building (Commercial)	Other	Expired	06/18/2024	10/30/2025		Seleant removal and replacement of sealant on 1 building to include waterproofing of 4 planters	901 PONCE DE LEON BLVD	
PEXT-24-04-0723	Permit Extension/ Renewal	Building	Finaled	04/16/2024		04/29/2024	****04/17/2024***CONCRETE REPAIR AND PLANTER WATERPROOFING PERMIT RENEWAL - BLDB-22-08-1023--	901 PONCE DE LEON BLVD	
REVR-24-02-1812	Revision to Permit	Commercial	Finaled	02/01/2024		09/06/2024	REFER TO FD-21-02-6180 90 days to finalize 6/27/2023 APPROVED BY SURAMY CABRERA PEXT-23-06-0464	901 PONCE DE LEON BLVD	
BLDB-23-10-2080	FBC Building (Commercial)	Interior Build-Out/ Interior Alteration/Remodel	Denied	10/17/2023			Renovation of Ground Floor Restrooms	901 PONCE DE LEON BLVD	1ST FL RESTROOMS
FIRE-23-09-0646	Fire	Fire Alarm	Finaled	09/09/2023		12/05/2023	Partial Interior Remodeling suite 900	901 PONCE DE LEON BLVD	900
PRNW-23-08-0634	Permit Renewal	Building	Finaled	08/31/2023		09/20/2023	09/14/2023***RENEWAL FOR EDEN PERMIT BL-20-01-4218	901 PONCE DE LEON BLVD	
FIRE-23-08-0625	Fire	Fire Sprinkler	Finaled	08/23/2023		09/27/2023	Relocating 7 fire sprinkler heads in existing office.	901 PONCE DE LEON BLVD	900
ELEC-23-08-1645	Electrical Commercial	Low Voltage	Finaled	08/18/2023	04/22/2024	11/28/2023	Partial Interior Remodeling suite 900 (Fire alarm devices relocations and additions).	901 Ponce De Leon Blvd 9th FL	900

ENERGOV

2022 - 2025

MECB-23-07-0620	Mechanical Commercial	Other	Finaled	07/05/2023	01/31/2024	08/04/2023	mechanical Sub Permit under Master Permit BLDB-23-04-1593	901 PONCE DE LEON BLVD	900
ELEC-23-06-1460	Electrical Commercial	Other	Finaled	06/22/2023	04/09/2024	10/12/2023	To relocate existing outlets & switches throughout the suite	901 PONCE DE LEON BLVD	900
ELEC-23-06-1444	Electrical Commercial	Low Voltage	Finaled	06/19/2023	01/24/2024	07/28/2023	Installation of 94 Cat6 plenum data cables. SUITE 901 Existing Master Permit # is BLDB-23-04-1593	901 PONCE DE LEON BLVD	900
PWKS-23-04-1653	Public Works Permit	Sewer Allocation Letter/ Calculations/ Agreement	Finaled	04/28/2023		05/05/2023		901 PONCE DE LEON BLVD	
PLUB-23-04-0506	Plumbing Commercial	Cap Water/Sewer Demolition	Denied	04/28/2023			Sewer Capacity Certification Letter	901 PONCE DE LEON BLVD	
BLDB-23-04-1593	FBC Building (Commercial)	Interior Build-Out/ Interior Alteration/Remodel	Finaled	04/10/2023	06/05/2024	12/08/2023	Partial Interior Remodeling suite 900	901 PONCE DE LEON BLVD	900
BLDB-23-04-1581	FBC Building (Commercial)	Addition/ Exterior Renovations	Cancelled	04/06/2023		04/07/2023	CANCELLED. CREATED IN ERROR ***** Partial Interior Renovation	901 PONCE DE LEON BLVD	
BLDB-22-08-1023	FBC Building (Commercial)	Other	Finaled	08/29/2022	01/21/2025	07/25/2024	CONCRETE REPAIR AND PLANTER WATERPROOFING	901 PONCE DE LEON BLVD	

CITY OF CORAL GABLES

DEVELOPMENT SERVICES DEPARTMENT
427 BILTMORE WAY
CORAL GABLES, FL 33134

10/1/2024

VIA CERTIFIED MAIL

9589 0710 5270 1801 7212 38

TMS ALTIS 901 LLC
7491 W OAKLAND PARK BLVD#306
FT LAUDERDALE, FL 33319

RE: 901 PONCE DE LEON BLVD
FOLIO # 03-4108-009-0410

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

Dear Property Owner:

Per the Miami-Dade County Property Appraiser's office the above referenced property address is thirty (30) years old, or older, having been built in 1986. In accordance with the Miami-Dade County Code, Chapter 8, Section 8-11(f), a qualified individual must inspect said building and a **completed** Recertification Report ("Report") must be submitted by you to this Department within **ninety (90) calendar days** from the **date of this letter**. A completed Report includes 1) Cover letters stating the structure meets (or does not meet) the electrical and structural requirements for recertification, 2) Building Structural Report, 3) Building Electrical Report, 4) Parking Lot Illumination Standards Form 5) Parking Lot Guardrails Requirements Form, and 6) (For threshold buildings only) Self-qualification letters from the inspecting engineers with accompanying DBPR proof of specialization. Submittal of the Report does not constitute recertification; it must be **approved** and the Letter of Recertification must be issued by this Department.

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

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

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

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

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

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

City Exhibit #4

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

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

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

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

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

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

Please contact Douglas Ramirez at dramirez@coralgables.com regarding any questions concerning building recertification.
Thank you for your prompt attention to this matter.

Manuel Z. Lopez, P.E.
Building Official

CITY OF CORAL GABLES
Development Services Department

CITY HALL 405 BILTMORE WAY
CORAL GABLES, FL 33134

1/31/2024

VIA CERTIFIED MAIL

7022 2410 0002 9144 6820

TMS ALTIS 901 LLC
7491 W OAKLAND PARK BLVD#306
FT LAUDERDALE, FL 33319

RE: 901 PONCE DE LEON BLVD
FOLIO # 03-4108-009-0410

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

Dear Property Owner:

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

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

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

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

Please contact Douglas Ramirez at dramirez@coralgables.com regarding any questions concerning building recertification.
Thank you for your prompt attention to this matter.

Manuel Z. Lopez, P.E.
Building Official

CITY OF CORAL GABLES

DEVELOPMENT SERVICES DEPARTMENT
427 BILTMORE WAY
CORAL GABLES, FL 33134

1/31/2025

9589 0710 5270 1801 7247 27

TMS ALTIS 901 LLC
7491 W OAKLAND PARK BLVD #306
FT LAUDERDALE, FL. 33319

RE: 901 PONCE DE LEON BLVD
FOLIO # 03-4108-009-0410

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

Dear Property Owner:

In a certified letter dated 10/1/2024, this Department notified you the property referenced above requires Building Recertification pursuant to Miami-Dade County Code, Chapter 8, Section 8-11(f). The letter informed you it was necessary to submit to this Department a completed Report prepared by a qualified individual within ninety (90) calendar days certifying the structure meets the requirements for recertification.

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

See original notice for additional information.

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

P.O. BOX 141549 CORAL GABLES, FLORIDA 33114-1549 • PHONE: 305-460-5245 • EMAIL: DEVELOPMENTSERVICES@CORALGABLES.COM

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Please govern yourself accordingly.

Sincerely,

Manuel Z. Lopez, P.E.
Building Official

BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES, Case No. 25-1005
Petitioner,

vs. Certified Mail Return Receipt & Via USPS Regular Mail
7020 2450 0001 8406 2144

Altis Cardinal 901, LLC, F/K/A
TMS Altis 901 LLC
7491 W Oakland Park Blvd, #306
Ft Lauderdale, Fl 33319-4970
Respondent.

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

Date: October 31, 2025

Re: 901 Ponce De Leon Blvd, Coral Gables, FL 33134, LOTS 1 THRU 3 & 17 THRU 22 BLK 8 PB 25-69, and 03-4108-009-0410 ("Property").

The City of Coral Gables ("City") Building Official has inspected the records relating to the Structure in accordance with Article III, Chapter l05 of the City Code, pertaining to unsafe structures, and Section 8-11 of the Miami-Dade County Code, as applicable in the City, pertaining to existing buildings. **The Structure is hereby declared unsafe** by the Building Official and is presumed unsafe pursuant to Section 105-89 10 (m) of the City Code for failure to timely comply with the maintenance and recertification requirements of the Florida Building Code or Section 8-11 of the Miami-Dade County Code.

Therefore, this matter is set for hearing before the City's Construction Regulation Board ("Board") in the Fairchild Tropical Board Room, 427 Biltmore Way, 1st Floor, Coral Gables, Florida 33134, on November 10, 2025, at 2:00 p.m.

You may appeal the decision of the Building Official to the Board by appearing at the hearing. You have the right to be represented by an attorney and may present and question witnesses and evidence; however, formal rules of evidence shall not apply. Failure to appear at the hearing will result in the matter being heard in your absence. Please be advised that if someone other than an attorney will be attending the hearing on your behalf, he or she must provide a power of attorney from you at the time of the hearing. Requests for continuance must be made in writing to, Analyn Hernandez, at City of Coral Gables, Development Services Department, 427 Biltmore Way, Coral Gables, FL 33134, ahernandez2@coralgables.com, tel: (305) 460-5250. The Development Services Department's hours are Monday through Friday, 7:30 a.m. to 2:30 p.m.

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

City Exhibit #5

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.

Analyn Hernandez

Analyn Hernandez
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, Jose Rodriguez, Esq., Interim Director of Human Resources (E-mail: jrodriguez4@coralgables.com , Telephone: 305-722-8675, 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, Jose Rodriguez, Esq., Interim Director of Labor Relations and Risk Management (E-mail: jrodriguez4@coralgables.com, Telephone: 305-722-8675, TTY/TDD: 305-442-1600), at least three (3) business days before the meeting.

c: ALTIS CARDINAL 901, LLC, F/K/A, TMS ALTIS 901 LLC, C/O FRANK GUERRA, REGISTERED AGENT
901 PONCE DE LEON BLVD, STE 700, CORAL GABLES, FL 33134-3070
7020 2450 0001 8406 1314

FOURSHORE FIVE – 901, LLC, C/O JOSE M. TORRES, REGISTERED AGENT, 901 PONCE DE LEON BLVD, STE 700
CORAL GABLES, FL 33134-3070
7020 2450 0001 8406 1321

CITY OF CORAL GABLES
DEVELOPMENT SERVICES DEPARTMENT
Affidavit of Posting

Title of Document Posted: Notice of Pending Building Recertification

I, Sebastian Ramos, DO HEREBY SWEAR/AFFIRM THAT THE AFOREMENTIONED NOTICE WAS PERSONALLY POSTED, BY ME, AT THE ADDRESS OF 901 Ponce De Leon Blvd, ON 10/31/25 AT 10:21 am.

Sebastian Ramos
Employee's Printed Name

Employee's Signature

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

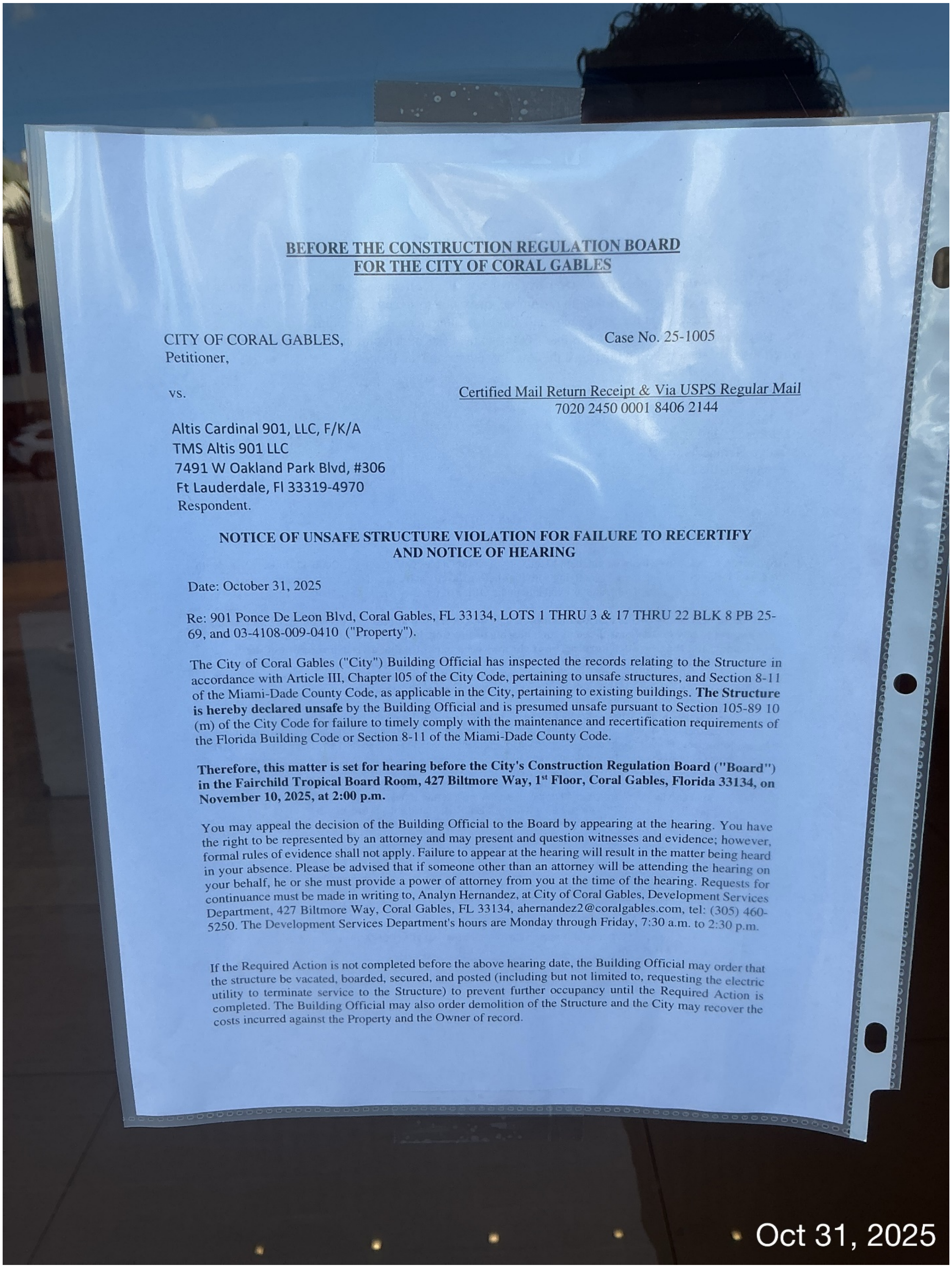
Sworn to (or affirmed) and subscribed before me by means of ✓ physical presence or __ online notarization, this 31 day of Oct., in the year 2025, by S. Ramos who is personally known to me.

My Commission Expires:

JORGE PINO
Notary Public - State of Florida
Commission # HH 439405
My Comm. Expires Dec 28, 2027
Bonded through National Notary Assn.

Notary Public

City Exhibit #6



BEFORE THE CONSTRUCTION REGULATION BOARD
FOR THE CITY OF CORAL GABLES

CITY OF CORAL GABLES,
Petitioner,

Case No. 25-1005

vs.

Certified Mail Return Receipt & Via USPS Regular Mail
7020 2450 0001 8406 2144

Altis Cardinal 901, LLC, F/K/A
TMS Altis 901 LLC
7491 W Oakland Park Blvd, #306
Ft Lauderdale, Fl 33319-4970
Respondent.

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

Date: October 31, 2025

Re: 901 Ponce De Leon Blvd, Coral Gables, FL 33134, LOTS 1 THRU 3 & 17 THRU 22 BLK 8 PB 25-69, and 03-4108-009-0410 ("Property").

The City of Coral Gables ("City") Building Official has inspected the records relating to the Structure in accordance with Article III, Chapter l05 of the City Code, pertaining to unsafe structures, and Section 8-11 of the Miami-Dade County Code, as applicable in the City, pertaining to existing buildings. **The Structure is hereby declared unsafe** by the Building Official and is presumed unsafe pursuant to Section 105-89 10 (m) of the City Code for failure to timely comply with the maintenance and recertification requirements of the Florida Building Code or Section 8-11 of the Miami-Dade County Code.

Therefore, this matter is set for hearing before the City's Construction Regulation Board ("Board") in the Fairchild Tropical Board Room, 427 Biltmore Way, 1st Floor, Coral Gables, Florida 33134, on November 10, 2025, at 2:00 p.m.

You may appeal the decision of the Building Official to the Board by appearing at the hearing. You have the right to be represented by an attorney and may present and question witnesses and evidence; however, formal rules of evidence shall not apply. Failure to appear at the hearing will result in the matter being heard in your absence. Please be advised that if someone other than an attorney will be attending the hearing on your behalf, he or she must provide a power of attorney from you at the time of the hearing. Requests for continuance must be made in writing to, Analyn Hernandez, at City of Coral Gables, Development Services Department, 427 Biltmore Way, Coral Gables, FL 33134, ahernandez2@coralgables.com, tel: (305) 460-5250. The Development Services Department's hours are Monday through Friday, 7:30 a.m. to 2:30 p.m.

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

City Exhibit #7


901
FGC
Oct 31, 2025

CFN 2014R0574406
OR Bk 29272 Pgs 4558 - 4560; (3pgs)
RECORDED 08/15/2014 14:14:00
DEED DOC TAX 135,000.00
SURTAX 101,250.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY
(and return to):
Carlos X. Rodriguez, Esq.
Halpern Rodriguez, LLP
Douglas Entrance, North Tower
800 Douglas Road, Suite 880
Coral Gables, Florida 33134
305-442-8883 phone
305-443-1880 facsimile
cxr@hrllplaw.com e-mail

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 15th day of August, 2014, between A&H 901 PONCE, LLC, a Florida limited liability company ("Grantor") whose address is 901 Ponce De Leon Blvd., Suite 505, Coral Gables, Florida 33134 and TMS Altis 901 LLC, a Florida limited liability company ("Grantee") whose address is 7941 W. Oakland Park Blvd., Suite 306, Ft. Lauderdale, Florida 33319 .

GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which hereby are acknowledged by Grantor, has granted, bargained, sold, conveyed and specially warranted, and does hereby grant, bargain, sell, convey and specially warrant, to Grantee all of that certain real property located in Miami-Dade County, Florida further described in **Exhibit "A"** attached hereto and by reference made a part hereof (the "Real Estate").

TO HAVE AND TO HOLD the same in fee simple together with all buildings and other improvements now or in the future located on the Real Estate and with all easement, tenements, hereditaments, and appurtenances belonging to the Real Estate. Grantor covenants and warrants that said Real Estate is free of any encumbrance made or suffered by said Grantor except any set forth below, and that Grantor and Grantor's successors shall warrant and defend the same to said Grantee and said Grantee's successors and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under the said Grantor, but against none other.

This conveyance and the foregoing warranties are subject to: (i) ad valorem taxes for 2014 and subsequent years; (ii) easements, rights of way, limitations, conditions, covenants, restrictions and other matters of public record; (iii) any rules, regulations, and subdivision, zoning, planning or platting ordinances promulgated by state, county, municipal or other authorities affecting the Real Estate; (iv) matters as would be disclosed by a current survey; and (v) rights of tenants (and subtenants) and/or lessees (and sublessees) in possession under any recorded or unrecorded leases or rental agreements.

City Exhibit #8

IN WITNESS WHEREOF, Grantor has duly executed this Special Warranty Deed on August 12, 2014.

Signed, sealed and delivered in our presence:

Signature of Witness 1

Printed Name: Carlos X. Rodriguez

A&H 901 PONCE, LLC, a Florida limited liability company

By: ____________________

Alejandro Sanchez, Operating Manager

Signature of Witness 2

Printed Name: Eva Rodriguez

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 12th day of August, 2014 by Alejandro Sanchez ~~and Alfredo Henao~~, as Operating Mangers of A&H 901 PONCE, LLC, who ~~is~~ personally known to me or has produced ________________________ as identification, and ~~who did take~~ an oath.

CARLOS X. RODRIGUEZ
MY COMMISSION # EE 023819
EXPIRES: October 22, 2014
Bonded Thru Budget Notary Services

NOTARY PUBLIC STATE OF FLORIDA

SIGNATURE OF NOTARY PUBLIC
State of Florida at Large

Seal

My Commission Expires:

____
Printed Name of Notary Public

EXHIBIT A

Legal Description

LOTS 1, 2, 3, 17, 18, 19, 20, 21 AND 22, BLOCK 8, REVISED PLAT OF CORAL GABLES DOUGLAS SECTION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 25, PAGE 69, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Parcel Identification Number: 03-4108-009-0410

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company
ALTIS CARDINAL 901, LLC

Filing Information

Document Number	L14000053956
FEI/EIN Number	47-1166846
Date Filed	04/02/2014
Effective Date	04/01/2014
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT AND NAME CHANGE
Event Date Filed	10/30/2018
Event Effective Date	NONE

Principal Address

901 Ponce de Leon Blvd
Suite 700
Coral Gables, FL 33134

Changed: 01/28/2022

Mailing Address

901 Ponce de Leon Blvd
Suite 700
Coral Gables, FL 33134

Changed: 01/28/2022

Registered Agent Name & Address

GUERRA, FRANK
901 PONCE DELEON BLVD
#700
CORAL GABLES, FL 33134

Name Changed: 10/30/2018

Address Changed: 01/28/2022

Authorized Person(s) Detail

Name & Address

Title MGR

GUERRA, FRANK
901 Ponce de Leon Blvd
SUITE 700
Coral Gables, FL 33134

Title MGR

SUAREZ, ALBERTO J
901 Ponce de Leon Blvd
700A
Coral Gables, FL 33134

Title MGR

COSTA, JOSE A, III
901 PONCE DELEON BLVD
SUITE 700
CORAL GABLES, FL 33134

Annual Reports

Report Year	Filed Date
2023	07/11/2023
2024	02/20/2024
2025	02/25/2025

Document Images

02/25/2025 -- ANNUAL REPORT	View image in PDF format
02/20/2024 -- ANNUAL REPORT	View image in PDF format
07/11/2023 -- ANNUAL REPORT	View image in PDF format
01/28/2022 -- ANNUAL REPORT	View image in PDF format
02/09/2021 -- ANNUAL REPORT	View image in PDF format
01/17/2020 -- ANNUAL REPORT	View image in PDF format
01/29/2019 -- ANNUAL REPORT	View image in PDF format
10/30/2018 -- LC Amendment and Name Change	View image in PDF format
01/12/2018 -- ANNUAL REPORT	View image in PDF format
12/08/2017 -- LC Name Change	View image in PDF format
05/30/2017 -- LC Amendment	View image in PDF format
01/11/2017 -- ANNUAL REPORT	View image in PDF format

08/26/2016 -- CORLCRACHG	View image in PDF format
02/12/2016 -- ANNUAL REPORT	View image in PDF format
02/05/2015 -- ANNUAL REPORT	View image in PDF format
04/02/2014 -- Florida Limited Liability	View image in PDF format

CFN: 20180679713 BOOK 31211 PAGE 2356
DATE:11/07/2018 02:12:18 PM
MTG DOC 95,550.00
INTANGIBLE 54,600.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

This Instrument Prepared by:

SHUTTS & BOWEN LLP
200 East Broward Boulevard
Suite 2100
Fort Lauderdale, FL 33301
Attn: Brendan Aloysius Barry, Esq.

Record and Return to:

CONTRERAS & CAMACHO P.A.
141 Almeria Avenue
Coral Gables, FL 33134
Attn: Gilbert A. Contreras, Esq.

This document serves as a Fixture Filing under the Uniform Commercial Code - Secured Transactions as adopted by the State of Florida

MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING

MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING dated October 31, 2018 (together with any amendments or modifications hereto in effect from time to time, the "**Security Instrument**"), between **ALTIS CARDINAL 901, LLC**, a Florida limited liability company, having an office at 901 Ponce de Leon Boulevard, Suite 401, Coral Gables, FL 33134 ("**Mortgagor**") and **SUNTRUST BANK,** a Georgia banking corporation, having an address at 303 Peachtree Street NE, Atlanta, Georgia 30308 (together with its successors and assigns, "**Lender**").

WITNESSETH:

A. This Security Instrument is given to secure a non-revolving line of credit loan (the "**Loan**") in the principal sum of TWENTY-SEVEN MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($27,300,000.00) or so much thereof as may be advanced pursuant to that certain Term Loan Agreement dated as of the date hereof between Mortgagor and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**") and evidenced by that certain Promissory Note dated as of the date hereof made by Mortgagor to Lender (such promissory note, together with all extensions, renewals, replacements, restatements or modifications thereof being hereinafter collectively referred to as the "**Note**"). Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement.

B. Mortgagor desires to secure the payment of the outstanding principal amount of the Loan together with all interest accrued and unpaid thereon and all other sums due to Lender in respect of the Loan and the Loan Documents (the "**Debt**") and the payment and performance of all other Obligations (as defined in the Loan Agreement), as provided in Article II hereof.

NOTE TO RECORDER: All documentary stamp and intangible taxes due in connection with the indebtedness evidenced by the Note are being paid in connection with the recordation of this instrument.

C. This Security Instrument is given pursuant to the Loan Agreement, and payment, fulfillment, and performance by Mortgagor of its obligations thereunder and under the other Loan Documents are secured hereby.

NOW THEREFORE, in consideration of the making of the Loan by Lender and the covenants, agreements, representations and warranties set forth in this Security Instrument:

ARTICLE I
GRANTING CLAUSES

Section 1.1 Property Conveyed. Mortgagor has granted and conveyed and by these presents DOES HEREBY GRANT, BARGAIN, SELL, CONVEY, TRANSFER AND ASSIGN LENDER, ITS SUCCESSORS AND ASSIGNS, in fee simple, with right of entry and possession, all of Mortgagor's estate, right, title and interest now owned or hereafter acquired in and to each of the following (collectively, the "Property"):

(a) Land. The real property described in Exhibit A attached hereto and made a part hereof (the "Land");

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Mortgagor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, be expressly made subject to the lien of this Security Instrument;

(c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements owned by Mortgagor now or hereafter erected or located on the Land (collectively, the "Improvements");

(d) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, and remainder and remainders thereof, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Mortgagor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(e) Equipment. All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code, as adopted and enacted by the State of Florida (the "**Uniform Commercial Code**"), now owned or hereafter acquired by Mortgagor, which is used at or in connection with the Improvements or the Land and is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, electronic data-processing and other office equipment, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Mortgagor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "Equipment"). Notwithstanding the foregoing, Equipment shall not include any property belonging to Tenants under Leases (as hereinafter defined) except to the extent that Mortgagor shall have any right or interest therein;

(f) Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by Mortgagor which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land (collectively, the "Fixtures"). Notwithstanding the foregoing, "Fixtures" shall not include any property which Tenants are entitled to remove pursuant to Leases except to the extent that Mortgagor shall have any right or interest therein;

(g) Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, interest rate hedging agreements, and, to the extent assignable: (i) licenses, (ii) certificates and (iii) permits, and all other personal property of any kind or character whatsoever (as defined in and subject to the provisions of the Uniform Commercial Code), whether tangible or intangible, other than Fixtures, which are now or hereafter owned by Mortgagor and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "Personal Property"), and the right, title and interest of Mortgagor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, superior in lien to the lien of this Security Instrument and all proceeds and products of any of the above;

(h) Leases and Rents. All leases and other agreements affecting the use, enjoyment or occupancy of the Land and the Improvements heretofore or hereafter entered into, whether before or after the filing by or against Mortgagor of any petition for relief under 11 U.S.C. §101 *et seq.*, as the same may be amended from time to time (the "Bankruptcy Code") (collectively, the "Leases") and all right, title and interest of Mortgagor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, royalties, issues, profits, income, revenues and other benefits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Mortgagor of any petition for relief under the Bankruptcy Code (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment and performance of the Obligations, including the payment of the Debt, as provided herein;

(i) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of such right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(j) Insurance Proceeds. All proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, as provided in the Loan Agreement;

(k) Tax Certiorari. Mortgagor's interest in all refunds, rebates or credits in connection with any reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari proceedings or any other applications or proceedings for reduction of same, in each case, irrespective of the time period to which they relate;

(l) Rights. The right, in the name and on behalf of Mortgagor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Lender in the Property;

(m) Agreements. To the extent assignable, all agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Mortgagor therein and thereunder, including, without limitation, the right to receive and collect any sums payable to Mortgagor thereunder;

(n) Trademarks. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(o) Accounts. All operating, security deposit, reserve, escrow and lockbox accounts maintained by Mortgagor with respect to the Property, including, without limitation, all accounts established or maintained pursuant to the Loan Agreement, or any other Loan Document, together with all deposits or wire transfers made to such accounts, and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time, and all proceeds, products, distributions, dividends and/or substitutions thereon and thereof;

(p) Uniform Commercial Code Property. All documents, instruments, chattel paper, intangibles, and general intangibles, as the foregoing terms are defined in the Uniform Commercial Code, relating to the Property;

(q) Proceeds. All proceeds of any of the foregoing, including, without limitation, proceeds of insurance and condemnation awards, whether in cash, or in liquidation or other claims or otherwise; and

(r) Other Rights. Any and all other rights of Mortgagor in and to the items set forth in Subsections (a) through (q) above.

AND without limiting any of the other provisions of this Security Instrument, to the extent permitted by Applicable Law, Mortgagor expressly grants to Lender, as secured party, a security interest in the portion of the Property which is or may be subject to the provisions of the Uniform Commercial Code which are applicable to secured transactions; it being understood and agreed that the Improvements and Fixtures are part and parcel of the Land (the Land, the Improvements and the Fixtures are collectively referred to herein as the "**Real Property**") appropriated to the use thereof and, whether affixed or annexed to the

Real Property or not, shall for the purposes of this Security Instrument be deemed conclusively to be real estate and conveyed hereby.

Section 1.2 Assignment of Rents.

(a) Mortgagor hereby absolutely, presently and unconditionally conveys, transfers and assigns to Lender all of Mortgagor's right, title and interest, now existing or hereafter arising, in and to the Leases and Rents. Notwithstanding that this assignment is effective immediately, so long as no Event of Default exists, Mortgagor shall have the privilege under a revocable license granted hereby to operate and manage the Property and to collect, as they become due, but not more than one (1) month prior to due date under the Lease, the Rents. Mortgagor shall receive and hold such Rents in trust as a fund to be applied, and Mortgagor hereby covenants and agrees that such Rents shall be so applied, first to the operation, maintenance and repair of the Property, including, without limitation, the payment of taxes and insurance, and the payment of interest, principal and other sums becoming due under the Debt, before retaining and/or disbursing any part of the Rents for any other purpose. The license herein granted to Mortgagor shall automatically, without notice or any other action by Lender, terminate upon the occurrence of an Event of Default, and all Rents subsequently collected or received by Mortgagor shall be held in trust by Mortgagor for the sole and exclusive benefit of Lender. Nothing contained in this Section 1.2, and no collection by Lender of Rents, shall be construed as imposing on Lender any of the obligations of the lessor under the Leases. The assignment of rents contained in this Security Instrument is intended to and do constitute an assignment of rents as contemplated in Florida Statutes Section 697.07. If an Event of Default then exists, Lender shall be entitled to the remedies provided in said Section 697.07, in addition to all rights and remedies, whether procedural or substantive, in effect at the time of execution or enforcement of this Security Instrument.

(b) Mortgagor shall timely perform all of its obligations under the Leases. Mortgagor represents and warrants that: (i) Mortgagor has title to and full right to assign presently, absolutely and unconditionally the Leases and Rents; and (ii) no other assignment of any interest in any of the Leases or Rents has been made except pursuant to the Loan Documents.

(c) Except as expressly permitted pursuant to the terms of the Loan Agreement, Mortgagor shall not, without the prior written consent of Lender: (i) enter into any lease of all or any portion of the Property; (ii) amend, modify, terminate or accept a surrender of any Lease; or (iii) collect or accept rent from any tenant of the Property for a period of more than one (1) month in advance. Any of the foregoing acts, if done without the prior written consent of Lender in each instance, shall be null and void.

Section 1.3 Security Agreement; Fixture Filing.

(a) This Security Instrument shall also be considered a security agreement under the Uniform Commercial Code. This Security Instrument is both a real property mortgage and a "security agreement" within the meaning of the Uniform Commercial Code. The Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Mortgagor in the Property. By executing and delivering this Security Instrument, Mortgagor hereby grants to Lender, as security for the Obligations (hereinafter defined), a security interest in the Fixtures, the Equipment, the Personal Property and other property constituting the Property to the full extent that the Fixtures, the Equipment, the Personal Property and such other property may be subject to the Uniform Commercial Code (said portion of the Property so subject to the Uniform Commercial Code being called the "Collateral"). Mortgagor hereby authorizes Lender to file financing statements, continuation statements and financing statement amendments in such form as Lender may require to perfect or continue the perfection of this security interest without the authorization or signature of Mortgagor. If an Event of

Default shall occur and be continuing, Lender, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing, the right to take possession of the Collateral or any part thereof, and to take such other measures as Lender may deem necessary for the care, protection and preservation of the Collateral. Upon request or demand of Lender after the occurrence and during the continuance of an Event of Default, Mortgagor shall, at its expense, assemble the Collateral and make it available to Lender at a convenient place (at the Land if tangible property) reasonably acceptable to Lender. Mortgagor shall pay to Lender on demand any and all expenses, including reasonable legal expenses and attorneys' fees, incurred or paid by Lender in protecting its interest in the Collateral and in enforcing its rights hereunder with respect to the Collateral after the occurrence and during the continuance of an Event of Default. Any notice of sale, disposition or other intended action by Lender with respect to the Collateral sent to Mortgagor in accordance with the provisions hereof at least ten (10) Business Days prior to such action, shall, except as otherwise provided by Applicable Law, constitute reasonable notice to Mortgagor. The proceeds of any disposition of the Collateral, or any part thereof, may, except as otherwise required by Applicable Law, be applied by Lender to the payment of the Debt and other Obligations in such priority and proportions as Lender in its discretion shall deem proper.

(b) From the date of its recording, this Security Instrument shall be effective as a "fixture filing" with respect to all of the Property which is or is to become fixtures (within the meaning of the Uniform Commercial Code). The addresses of Mortgagor (Debtor) and Lender (Secured Party) are set forth below. This Security Instrument is to be filed for recording with the recorder's office of any county or counties where the Land (including such fixtures) is located. For this purpose, the following information is set forth:

Name and Address of **Debtor**:

ALTIS CARDINAL 901, LLC
c/o ALTIS CARDINAL, LLC
901 Ponce de Leon Boulevard, Suite 401
Coral Gables, FL 33134
Attn: Frank Guerra

-and-

ALTIS CARDINAL LLC
901 Ponce de Leon Boulevard, Suite 401
Coral Gables, FL 33134
Attn: Frank Guerra

With a copy to (for information purposes only):

CONTRERAS & CAMACHO P.A.
141 Almeria Avenue
Coral Gables, FL 33134
Attn: Gilbert A. Contreras, Esq.

Name and Address of **Secured Party**:

SUNTRUST BANK
CRE Loan Admin Atlanta Office
Attn: Loan Servicing
1155 Peachtree Street, NE, Suite 300
Mail Code: GA-Atlanta-0081
Atlanta, GA 30309

-and-

SUNTRUST BANK
Mail Code: FL-Miami-3141
201 Alhambra Circle, 14th Floor
Coral Gables, FL 33134
Attn: Joan Bastidas Smyth, Senior Vice President
Tel: (305) 442-3005
Joan.Bastidas@SunTrust.com

with a copy (which shall not constitute notice) to:

Brendan Aloysius Barry, Esq.
SHUTTS & BOWEN LLP
200 East Broward Boulevard, Suite 2100
Fort Lauderdale, FL 33301
Tel: (954) 847-3884
Email: bbarry@shutts.com

This document covers any portion of the Property that now is or later may become a fixture attached to the Land.

Debtor is the record owner of the Property.

CONDITIONS TO GRANT

TO HAVE AND TO HOLD the above granted and described Property unto and to the use and benefit of Lender and its successors and assigns, forever;

PROVIDED ALWAYS, these presents are upon the express condition, that if Mortgagor has paid the Debt and other Obligations in full and performed all of its obligations pursuant to this Security Instrument and the other Loan Documents, and no further advances are to be made under the Loan Agreement, Lender will provide a satisfaction and cancellation of this Security Instrument and termination statements for filed financing statements, if any, to Mortgagor. Mortgagor shall be responsible for the recordation of such cancellation and satisfaction and the payment of any recording and filing costs. Upon the recording of such cancellation and satisfaction and the filing of such termination statements, the absolute assignments set forth in Section 1.2 shall automatically terminate and become null and void. It is intended by the parties hereto that this Security Instrument shall operate as a mortgage under the laws of the State of Florida.

ARTICLE II
DEBT AND OBLIGATIONS SECURED

Section 2.1 Obligations. This Security Instrument and the grants, conveyances, assignments and transfers made in Article I are given for the purpose of securing the Obligations (as defined in the Loan Agreement), including, but not limited to, the Debt and the following:

(a) the performance of all other obligations of Mortgagor contained herein;

(b) the payment and performance of each other obligation of Mortgagor contained in the Loan Agreement and any other Loan Document;

(c) the performance of each obligation of Mortgagor contained in any renewal, extension, amendment, modification, consolidation, change of, or substitution or replacement for, all or any part of the Note, the Loan Agreement or any other Loan Document; and

(d) the payment and performance of all Hedging Obligations owed by Mortgagor to Lender or any affiliate of Lender (other than Excluded Swap Obligations) and all Bank Product Obligations, together with all renewals, extensions, modifications or refinancings of any of the foregoing.

Section 2.2 Future Advances. This Security Instrument shall secure any additional loans as well as any and all present or future advances and readvances made by Lender to or for the benefit of Mortgagor or the Property within twenty (20) years from the date hereof (whether such advances are obligatory or are made at the option of Lender or otherwise), including, without limitation: (a) principal, interest, late charges, fees and other amounts which Lender may advance pursuant to the Loan Documents; (b) all advances by Lender to or for the benefit of Mortgagor or any other person to pay costs of erection, construction, alteration, repair, restoration, maintenance and completion of any improvements on the Property; (c) all advances made or costs incurred by Lender for the payment of real estate taxes, assessments or other governmental charges, maintenance charges, insurance premiums, appraisal charges, environmental inspection, audit, testing or compliance costs, private assessments or maintenance costs, and costs incurred by Lender for the enforcement and protection of the Property or the lien and security title of this Security Instrument; and (d) all legal fees, costs and other expenses incurred by Lender by reason of any default or otherwise in connection with the Obligations. The total amount of indebtedness secured by this Security Instrument may be increased or decreased from time to time, but the total unpaid balance so secured at any one time shall not exceed twice the face amount of the Note, plus interest thereon and any disbursements made under this Security Instrument for the payment of impositions, taxes, assessments, levies, insurance, or otherwise with interest on such disbursements, plus any increase in the principal balance as the result of negative amortization or deferred interest, if any. Mortgagor agrees that if, at any time during the term of this Security Instrument or following a foreclosure hereof (whether before or after the entry of a judgment of foreclosure), Mortgagor fails to perform or observe any covenant or obligation under this Security Instrument including, without limitation, payment of any of the foregoing, Lender may (but shall not be obligated to) take such steps as are reasonably necessary to remedy any such nonperformance or nonobservance and provide payment thereof. All amounts advanced by Lender shall be added to the amount secured by this Security Instrument and the other Loan Documents (and, if advanced after the entry of a judgment of foreclosure, by such judgment of foreclosure), and shall be due and payable on demand, together with Default Interest, such interest to be calculated from the date of such advance to the date of repayment thereof. Without the prior written consent of Lender, which Lender may grant or withhold in its sole discretion, Mortgagor shall not file for record any notice limiting the maximum principal amount that may be secured by this Security Instrument to a sum less than the maximum principal amount set forth herein.

ARTICLE III
MORTGAGOR COVENANTS

Mortgagor covenants and agrees that throughout the term of the Loan:

Section 3.1 Payment of Debt. Mortgagor will pay the Debt at the time and in the manner provided in the Loan Agreement, the Note and this Security Instrument.

Section 3.2 Incorporation by Reference. All the covenants, conditions and agreements contained in (a) the Loan Agreement, (b) the Note and (c) all and any of the other Loan Documents, are hereby made a part of this Security Instrument to the same extent and with the same force as if fully set forth herein.

Section 3.3 Insurance. Mortgagor shall obtain and maintain, or cause to be maintained, in full force and effect at all times insurance with respect to Mortgagor and the Property as required pursuant to the Loan Agreement.

Section 3.4 Maintenance of Property. Mortgagor shall (a) cause the Property to be maintained in a good and safe condition and repair; (b) make or cause to be made, as and when necessary, all repairs, replacements and additions, whether or not insurance proceeds are available therefor; and (c) not remove, demolish, materially alter, discontinue the use of, permit to become vacant or deserted, or otherwise dispose of all or any part of the Property (except for normal replacement of the Fixtures, the Equipment or the Personal Property and refurbishment of the Improvements) without the consent of Lender, except as expressly permitted under the terms of the Loan Agreement and the other Loan Documents. Subject to the terms of the Loan Agreement, Mortgagor shall promptly repair, replace or rebuild any part of the Property which may be destroyed by any Casualty or become damaged, worn or dilapidated or which may be affected by any Condemnation. All alterations, replacements, renewals or additions made pursuant hereto shall automatically become a part of the Property and shall be covered by the lien of this Security Instrument. Lender, and any persons authorized by Lender, shall have the right, but not the obligation, to enter upon the Property at any reasonable time to inspect and photograph its condition and state of repair. In the event any such inspection reveals, in the sole discretion of Lender, the necessity for any repair, alteration, replacement, clean-up or maintenance, Mortgagor shall, at the discretion of Lender, either: (i) cause such work to be effected immediately; or (ii) promptly establish an interest bearing reserve fund with Lender in an amount determined by Lender for the purpose of effecting such work.

Section 3.5 Waste. Mortgagor shall not commit or suffer any waste of the Property or make any change in the use of the Property which will in any way materially increase the risk of fire or other hazard arising out of the operation of the Property, or take any action that might invalidate or allow the cancellation of any insurance policy, or do or permit to be done thereon anything that may in any way materially impair the value of the Property or the security of this Security Instrument. Mortgagor will not, without the prior written consent of Lender, permit any drilling or exploration for or extraction, removal, or production of any minerals from the surface or the subsurface of the Land, regardless of the depth thereof or the method of mining or extraction thereof.

Section 3.6 Payment for Labor and Materials. Subject to Mortgagor's right to pay or contest such amounts in accordance with the terms of the Loan Agreement, Mortgagor will promptly pay when due all bills and costs for labor, materials, and specifically fabricated materials ("**Labor and Material Costs**") incurred in connection with the Property and never permit to exist beyond the due date thereof in respect of the Property or any part thereof any lien or security interest, even though inferior to the liens and the security interests created hereby and by the other Loan Documents, and in any event never permit to be created or exist in respect of the Property or any part thereof any other or additional lien or security interest other than the liens or security interests created hereby and by the other Loan Documents, except for the Permitted Encumbrances.

Section 3.7 Performance of Other Agreements. Mortgagor shall observe and perform each and every term, covenant and provision to be observed or performed by Mortgagor pursuant to the Loan Agreement, any other Loan Document and any other agreement or recorded instrument affecting or pertaining to the Property and any amendments, modifications or changes thereto.

Section 3.8 Seisin and Warranty. Mortgagor hereby warrants that (a) Mortgagor is seized of an indefeasible estate in fee simple in, and warrants the title to, the Property subject only to those matters set forth in Lender's title insurance policy (the "**Permitted Encumbrances**"); (b) Mortgagor has the right, full power and lawful authority to grant, convey and assign the same to Lender in the manner and form set forth herein; and (c) this Security Instrument is a valid and enforceable first lien on and security title to the Property. Mortgagor hereby covenants that Mortgagor shall (a) preserve such title and the validity and priority of the lien of this Security Instrument and shall forever warrant and defend the same to Lender against all lawful claims whatsoever, subject to the Permitted Encumbrances; and (b) execute, acknowledge and deliver all such further documents or assurances as may at any time hereafter be required by Lender to protect fully the lien of this Security Instrument.

Section 3.9 Taxes and Other Charges. Mortgagor shall promptly pay and discharge all taxes, assessments, water and sewer rents, and other governmental charges imposed upon the Property ("**Taxes**") when due, but in no event after interest or penalties commence to accrue thereon or become a lien upon the Property. Notwithstanding the foregoing, Mortgagor shall have the right to contest, at its own expense, by appropriate legal proceedings conducted in good faith and with due diligence, the amount or validity of such Taxes, in accordance with the terms of the Loan Agreement.

Section 3.10 Escrows. If required by Lender, Mortgagor shall pay to Lender at the time of each installment of interest due under the Loan Agreement, and commencing with the first payment due after the date of such request, a sum equal to (a) the amount of the next installment of Taxes, and/or (b) the premiums which will next become due on the insurance policies required by the Loan Agreement, all in amounts as estimated by Lender, less all sums already paid therefor or deposited with Lender for the payment thereof, divided by the number of payments to become due before one (1) month prior to the date when such Taxes and/or premiums, as applicable, will become due, such sums to be held by Lender to pay the same when due. If such escrow funds are not sufficient to pay such Taxes and/or insurance premiums, as applicable, as the same become due, Mortgagor shall pay to Lender, upon request, such additional amounts as Lender shall estimate to be sufficient to make up any deficiency. No amount paid to Lender hereunder shall be deemed to be trust funds but may be commingled with general funds of Lender and no interest shall be payable thereon. Upon the occurrence of an Event of Default, Lender shall have the right, at its sole discretion, to apply any amounts so held against the Debt and the other Obligations.

Section 3.11 Removal of Fixtures. Mortgagor shall not remove or permit to be removed from the Property any Fixtures presently or in the future owned by Mortgagor (unless such Fixtures have been replaced with similar Fixtures of equal or greater utility and value).

ARTICLE IV
OBLIGATIONS AND RELIANCES

Section 4.1 Relationship of Mortgagor and Lender. The relationship as between Mortgagor and Lender is solely that of debtor and creditor, and Lender has no fiduciary or other special relationship with Mortgagor, and no term or condition of any of the Loan Agreement, the Note, this Security Instrument or the other Loan Documents shall be construed so as to deem the relationship between Mortgagor and Lender to be other than that of debtor and creditor.

Section 4.2 No Reliance on Lender. The general partners, members, principals and (if Mortgagor is a trust) beneficial owners of Mortgagor, as applicable, are experienced in the ownership and operation of properties similar to the Property, and Mortgagor and Lender are relying solely upon such expertise and business plan in connection with the ownership and operation of the Property. Mortgagor is not relying on Lender's expertise, business acumen or advice in connection with the Property.

Section 4.3 No Lender Agent Obligations.

(a) Notwithstanding anything herein to the contrary, Lender is not undertaking the performance of (i) any obligations under the Leases; or (ii) any obligations with respect to any other agreements, contracts, certificates, instruments, franchises, permits, trademarks, licenses or other documents.

(b) By accepting or approving anything required to be observed, performed or fulfilled or to be given to Lender pursuant to this Security Instrument, the Loan Agreement, the Note or the other Loan Documents, including, without limitation, any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey, appraisal, or insurance policy, Lender shall not be deemed to have warranted, consented to, or affirmed the sufficiency, the legality or the effectiveness of same, and such acceptance or approval thereof shall not constitute any warranty or affirmation with respect thereto by Lender.

Section 4.4 Reliance. Mortgagor recognizes and acknowledges that in accepting the Loan Agreement, the Note, this Security Instrument and the other Loan Documents, Lender is expressly and primarily relying on the truth and accuracy of the warranties and representations set forth in the Loan Agreement without any obligation to investigate the Property and notwithstanding any investigation of the Property by Lender; that such reliance existed on the part of Lender prior to the date hereof, that the warranties and representations are a material inducement to Lender in making the Loan; and that Lender would not be willing to make the Loan and accept this Security Instrument in the absence of the warranties and representations as set forth in the Loan Agreement.

ARTICLE V
FURTHER ASSURANCES

Section 5.1 Recording of Security Instrument, Etc. Mortgagor forthwith upon the execution and delivery of this Security Instrument and thereafter, from time to time, will cause this Security Instrument and any of the other Loan Documents conveying, creating or evidencing the liens or security interest hereof upon the Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect and perfect the liens or security interest hereof upon, and the interest of Lender in, the Property. Mortgagor will pay all taxes, filing, registration or recording fees, and all expenses incident to the preparation, execution, acknowledgment and/or recording of the Note, this Security Instrument, the other Loan Documents, any note, deed of trust or mortgage supplemental hereto, any Security Instrument with respect to the Property and any instrument of further assurance, and any modification or amendment of any of the foregoing documents, and all federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Security Instrument, any mortgage supplemental hereto, any Security Instrument with respect to the Property or any instrument of further assurance, and any modification or amendment of any of the foregoing documents, except where prohibited by law so to do.

Section 5.2 Further Acts, Etc. Mortgagor will, at the cost of Mortgagor, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, reasonably require, for the better assuring, conveying, assigning, transferring, and confirming unto Lender the property and rights hereby deeded, granted, bargained, sold, conveyed, confirmed, pledged, assigned, warranted and transferred or intended now or hereafter so to be, or which Mortgagor may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Security Instrument or for filing, registering or recording this Security Instrument, or for complying with all Applicable Law. Mortgagor hereby irrevocably authorizes Lender, its counsel or its representative, at any time and from time to time, to file financing statements and amendments as Lender may deem necessary, including financing statements and amendments that describe the collateral covered by such financing statements as "all assets of Mortgagor" or "all personal property of Mortgagor" or words of similar effect, in order to perfect the security interests granted by Mortgagor under this Security Instrument. Mortgagor grants to Lender an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Lender at law and in equity, including without limitation such rights and remedies available to Lender pursuant to this Section 5.2.

Section 5.3 Changes in Tax, Debt, Credit and Documentary Stamp Laws.

(a) If any Applicable Law is enacted or adopted or amended after the date of this Security Instrument which deducts the Debt from the value of the Property for the purpose of taxation or which imposes a tax, either directly or indirectly, on the Debt or Lender's interest in the Property, Mortgagor will pay the tax, with interest and penalties thereon, if any. If Lender is advised by counsel chosen by it that the payment of tax by Mortgagor would be unlawful or taxable to Lender or unenforceable or provide the basis for a defense of usury, then Lender shall have the option by written notice of not less than one hundred twenty (120) days to declare the Debt immediately due and payable.

(b) Mortgagor will not claim or demand or be entitled to any credit or credits on account of the Debt for any part of the Taxes assessed against the Property, or any part thereof, and no deduction shall otherwise be made or claimed from the assessed value of the Property, or any part thereof, for real estate tax purposes by reason of this Security Instrument or the Debt. If such claim, credit or deduction shall be required by Applicable Law, Lender shall have the option, by written notice of not less than one hundred twenty (120) days, to declare the Debt immediately due and payable.

(c) If at any time the United States of America, any State thereof or any subdivision of any such State shall require revenue or other stamps to be affixed to the Note, this Security Instrument, or any of the other Loan Documents or shall impose any other tax or charge on the same, Mortgagor will pay for the same, with interest and penalties thereon, if any. Mortgagor will pay all taxes, filing, registration or recording fees, and all expenses, including, but not limited to, the Florida Intangibles Tax and the Florida Documentary Stamps Tax, incident to the preparation, execution, acknowledgment and/or recording of the Note, the Loan Agreement, this Security Instrument, the other Loan Documents, and any instrument of further assurance, and any modification or amendment of the foregoing documents, and all federal, state, county and municipal taxes, duties, imposts, assessments and charges, including, but not limited to, the Florida Intangibles Tax and the Florida Documentary Stamps Tax, arising out of or in connection with the execution and delivery of this Security Instrument, the other Loan Documents, or any instrument of further assurance, and any modification or amendment of the foregoing documents, except where prohibited by law so to do.

Section 5.4 Splitting of Security Instrument. This Security Instrument and the Note may, at any time until the same shall be fully paid and satisfied, at the sole election of Lender, be split or divided into two or more notes and two or more security instruments, each of which shall cover all or a portion of the Property to be more particularly described therein. To that end, Mortgagor, upon written request of Lender, shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered by the then owner of the Property, to Lender and/or its designee or designees, substitute notes and security instruments in such principal amounts, aggregating not more than the then unpaid principal amount of the Note, and containing terms, provisions and clauses identical to those contained herein and in the Note, and such other documents and instruments as may be required by Lender.

ARTICLE VI
DUE ON SALE/ENCUMBRANCE

Section 6.1 Lender's Reliance. Mortgagor acknowledges that Lender has examined and relied on the experience of Mortgagor and its general partners, managers, members, principals and beneficial owners in owning and operating properties such as the Property in agreeing to make the Loan, and will continue to rely on Mortgagor's ownership of the Property as a means of maintaining the value of the Property as security for the repayment of the Debt and the payment and performance of the other Obligations. Mortgagor acknowledges that Lender has a valid interest in maintaining the value of the Property so as to ensure that, should there be an Event of Default, Lender can recover the Debt and the other Obligations by a sale of the Property.

Section 6.2 No Transfer or Encumbrance. Except as expressly permitted in the Loan Agreement, Mortgagor shall not permit or suffer any Transfer of the Property, without the prior written consent of Lender. Except as permitted under the Loan Agreement, without the prior written consent of Lender, Mortgagor will not permit the Property to become subject to any lien, easement, right of way, roadway (public or private), common area, condominium regime, cooperative housing regime, restrictive covenant, Lease or other matter of any nature that would affect title to the Property, other than the Permitted Encumbrances. Mortgagor shall give Lender written notice of any default under any Lien. As used herein, the term "**Transfer**" means any direct or indirect sale, transfer, conveyance, mortgage, pledge or assignment of (i) the Property or any part thereof, or any direct legal or beneficial interest therein; or (ii) any ownership interest in Mortgagor, or any direct or indirect owner of Mortgagor, direct or indirect, legal or equitable.

ARTICLE VII
EVENTS OF DEFAULT; REMEDIES

Section 7.1 Event of Default. Each of the following shall constitute a default (each, an "**Event of Default**") hereunder:

(a) An Event of Default (as defined therein) occurs under the Loan Agreement;

(b) Mortgagor fails to promptly perform or comply with any of the obligations set forth in this Security Instrument, and such failure continues beyond that date which is thirty (30) days after the earlier of (i) the date on which Lender notifies Mortgagor of such failure or (ii) the date on which Mortgagor otherwise becomes aware of such failure; or

(c) A default or event of default occurs under any of the Notes or any other Loan Document other than the Loan Agreement, and such default or event of default continues beyond the expiration of the applicable grace or notice and cure period therefor, if any, set forth in such Loan Document (without duplication).

Section 7.2 Remedies. If an Event of Default shall have occurred, Lender may take any of the following actions:

(a) Acceleration. Lender may declare the entire amount of the Obligations immediately due and payable, without presentment, demand, notice of any kind, protest or notice of protest, all of which are expressly waived, notwithstanding anything to the contrary contained in any of the Loan Documents. Lender may charge and collect Default Interest from the date of default on the unpaid balance of the Obligations, at the rate set forth in the Loan Agreement.

(b) Possession. Lender may enter upon and take possession of the Property, with or without legal action, lease the Property, collect therefrom all rentals and, after deducting all costs of collection and administration expense, apply the net rentals to any one or more of the following items in such manner and in such order of priority as Lender, in Lender's sole discretion, may elect: the payment of any sums due under any prior lien, taxes, water and sewer rents, charges and claims, insurance premiums and all other carrying charges, to the maintenance, repair or restoration of the Property, or on account of the Obligations. Lender is given full authority to do any act which Mortgagor could do in connection with the management and operation of the Property. This covenant is effective either with or without any action brought to foreclose this Security Instrument and without applying for a receiver of such rents. In addition to the foregoing, upon the occurrence of an Event of Default, Mortgagor shall pay monthly in advance to Lender or to any receiver appointed to collect said rents the fair and reasonable rental value for Mortgagor's use and occupation of the Property, and upon default in any such payment Mortgagor shall vacate and surrender the possession of the Property to Lender or to such receiver. If Mortgagor does not vacate and surrender the Property then Mortgagor may be evicted by summary proceedings.

(c) Foreclosure. Lender may institute any one or more actions of mortgage foreclosure against all or any part of the Property, or take such other action at law, equity or by contract for the enforcement of this Security Instrument and realization on the security herein or elsewhere provided for, as the law may allow, and may proceed therein to final judgment and execution for the entire unpaid balance of the Obligations. Lender or its nominee may bid and become the purchaser of all or any part of the Property at any foreclosure or other sale hereunder. Instead of paying cash for such property, Lender may settle for the purchase price by crediting the sales price of the Property against the following obligations: (i) first, the portion of the Obligations attributable to any costs, expenses and other advances which may be incurred or made by the Lender in any efforts to enforce any terms of this Security Instrument, including any rights or remedies afforded to Lender; and (ii) second, all other Obligations in any order and proportions as Lender in its sole discretion may choose. The aforesaid rights are granted as cumulative of the other remedies provided hereby or by law for collection of the Obligations, and shall not be exhausted by one exercise thereof but may be exercised until full payment of all of the Obligations. The unpaid balance of any judgment shall bear interest at the greater of (a) the statutory rate provided for judgments, or (b) the rate for Default Interest set forth in the Loan Agreement. Without limiting the foregoing, Lender may foreclose this Security Instrument and exercise its rights as a secured party for all or any portion of the Obligations which are then due and payable, subject to the continuing lien of this Security Instrument for the balance not then due and payable. In the event of any sale under this Security Instrument pursuant to any order in any judicial proceedings or otherwise, the Property may be sold as an entirety or in separate parcels and in such manner or order as Lender in its sole discretion may elect.

(d) Appointment of Receiver. Lender may petition a court of competent jurisdiction to appoint a receiver of the Property. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver, without regard to the then value of the Property or whether the Property shall be then occupied as a homestead or not, and without regard to whether Mortgagor has committed waste or allowed deterioration of the Property, and Lender or any agent of Lender may be appointed as such receiver. Mortgagor hereby agrees that Lender has a special interest in the Property and absent the appointment of such receiver the Property shall suffer waste and deterioration and Mortgagor further agrees that it shall not contest the appointment of a receiver and hereby so stipulates to such appointment pursuant to this paragraph. Such receiver shall have the power to perform all of the acts permitted Lender pursuant to sub-section (b) above and such other powers which may be necessary or customary in such cases for the protection, possession, control, management and operation of the Property during such period.

(e) Rights as a Secured Party. Lender shall have, in addition to other rights and remedies available at law or in equity, the rights and remedies of a secured party under the Uniform Commercial Code. Lender may elect to foreclose such of the Property as then comprise Fixtures pursuant either to the law applicable to foreclosure of an interest in real estate or to that applicable to personal property under the Uniform Commercial Code. To the extent permitted by law, Mortgagor waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect.

(f) Excess Monies. Lender may apply on account of the Obligations any unexpended monies still retained by Lender that were paid by Mortgagor to Lender: (a) for the payment of, or as security for the payment of taxes, assessments or other governmental charges, insurance premiums, or any other charges; or (b) to secure the performance of some act by Mortgagor.

(g) Collection of Rents. Upon the occurrence of an Event of Default, the license granted to Mortgagor to collect the Rents shall be automatically and immediately revoked, without further notice to or demand upon Mortgagor. Lender may, but shall not be obligated to, perform any or all obligations of the landlord under any or all of the Leases, and Lender may, but shall not be obligated to, exercise and enforce any or all of Mortgagor's rights under the Leases. Without limitation to the generality of the foregoing, Lender may notify the tenants under the Leases that all Rents are to be paid to Lender, and following such notice all Rents shall be paid directly to Lender and not to Mortgagor or any other Person other than as directed by Lender, it being understood that a demand by Lender on any tenant under the Leases for the payment of Rent shall be sufficient to warrant payment by such tenant of Rent to Lender without the necessity of further consent by Mortgagor. Mortgagor hereby irrevocably authorizes and directs the tenants under the Leases to pay all Rents to Lender instead of to Mortgagor, upon receipt of written notice from Lender, without the necessity of any inquiry of Mortgagor and without the necessity of determining the existence or non-existence of an Event of Default. Mortgagor hereby appoints Lender as Mortgagor's attorney-in-fact with full power of substitution, which appointment shall be effective upon the occurrence of an Event of Default and is coupled with an interest and is irrevocable prior to the full and final payment and performance of the Obligations, in Mortgagor's name or in Lender's name: (a) to endorse all checks and other instruments received in payment of Rents and to deposit the same in any account selected by Lender; (b) to give receipts and releases in relation thereto; (c) to institute, prosecute and/or settle actions for the recovery of Rents; (d) to modify the terms of any Leases including terms relating to the Rents payable thereunder; (e) to cancel any Leases; (f) to enter into new Leases; and (g) to do all other acts and things with respect to the Leases and Rents which Lender may deem necessary or desirable to protect the security for the Obligations. Any Rents received shall be applied in accordance with the terms of sub-section (b), above.

(h) Other Remedies. Lender shall have the right from time to time to protect, exercise and enforce any legal or equitable remedy against Mortgagor provided under the Loan Documents or by Applicable Law. Lender shall have the right, from time to time, to bring an appropriate action to recover any sums required to be paid by Mortgagor under the terms of this Security Instrument, as they become due, without regard to whether or not any other Obligations shall be due, and without prejudice to the right of Lender thereafter to bring an action of foreclosure, or any other action, for any default by Mortgagor existing at the time the earlier action was commenced. In addition, Lender shall have the right to set-off all or any part of any amount due by Mortgagor to Lender under any of the Obligations, against any indebtedness, liabilities or obligations owing by Lender in any capacity to Mortgagor, including any obligation to disburse to Mortgagor any funds or other property on deposit with or otherwise in the possession, control or custody of Lender.

(i) **Waiver of Mortgagor's Rights**. BY EXECUTION OF THIS SECURITY INSTRUMENT, MORTGAGOR EXPRESSLY: (a) ACKNOWLEDGES THE RIGHT OF LENDER TO ACCELERATE THE LIABILITIES SECURED BY THIS SECURITY INSTRUMENT AND TO FILE FORECLOSURE PROCEEDINGS UPON AN EVENT OF DEFAULT BY MORTGAGOR WITHOUT ANY NOTICE OTHER THAN SUCH NOTICE (IF ANY) AS IS SPECIFICALLY REQUIRED TO BE GIVEN UNDER THE PROVISIONS OF THIS SECURITY INSTRUMENT; (b) WAIVES ANY AND ALL RIGHTS WHICH MORTGAGOR MAY HAVE UNDER THE CONSTITUTION OF THE UNITED STATES OF AMERICA (INCLUDING, WITHOUT LIMITATION, THE FIFTH AND FOURTEENTH AMENDMENTS THEREOF), OR THE VARIOUS PROVISIONS OF THE CONSTITUTIONS FOR THE SEVERAL STATES, OR BY REASON OF ANY OTHER APPLICABLE LAW, (i) TO NOTICE AND TO JUDICIAL HEARING PRIOR TO THE EXERCISE BY LENDER OF ANY RIGHT OR REMEDY HEREIN PROVIDED TO LENDER, EXCEPT SUCH NOTICE (IF ANY) AS IS SPECIFICALLY REQUIRED TO BE GIVEN UNDER THE PROVISIONS OF THIS SECURITY INSTRUMENT OR OTHER LOAN DOCUMENTS AND (ii) CONCERNING THE APPLICATION, RIGHTS OR BENEFITS OF ANY STATUTE OF LIMITATION OR ANY MORATORIUM, REINSTATEMENT, MARSHALLING, FORBEARANCE, APPRAISEMENT, VALUATION, STAY, EXTENSION, HOMESTEAD, EXEMPTION OR REDEMPTION LAWS; (c) ACKNOWLEDGES THAT MORTGAGOR HAS READ THIS SECURITY INSTRUMENT AND ANY AND ALL QUESTIONS OF MORTGAGOR REGARDING THE LEGAL EFFECT OF THIS SECURITY INSTRUMENT AND ITS PROVISIONS HAVE BEEN EXPLAINED FULLY TO MORTGAGOR, AND MORTGAGOR HAS CONSULTED WITH COUNSEL OF MORTGAGOR'S CHOICE PRIOR TO EXECUTING THIS SECURITY INSTRUMENT; AND (d) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF MORTGAGOR HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY MORTGAGOR AS PART OF A BARGAINED FOR LOAN TRANSACTION AND THAT THIS SECURITY INSTRUMENT IS VALID AND ENFORCEABLE BY LENDER AGAINST MORTGAGOR IN ACCORDANCE WITH ALL THE TERMS AND CONDITIONS HEREOF.

Section 7.3 Right to Cure Defaults. Upon the occurrence and during the continuance of any Event of Default, Lender may, but without any obligation to do so and without notice to or demand on Mortgagor and without releasing Mortgagor from any obligation hereunder, remedy such Event of Default in such manner and to such extent as Lender may deem necessary to protect the security hereof. Lender is authorized to enter upon the Property for such purposes, or appear in, defend, or bring any action or proceeding to protect its interest in the Property or to foreclose this Security Instrument or collect the Obligations, and the cost and expense thereof (including reasonable attorneys' fees to the extent permitted by law), with interest as provided in this Section 7.3, shall constitute a portion of the Obligations and shall be due and payable to Lender upon demand. All such costs and expenses incurred by Lender in remedying such Event of Default or in appearing in, defending, or bringing any such action or proceeding shall bear Default Interest, for the period beginning on the first day after notice from Lender that such cost or expense was incurred and continuing until the date of payment to Lender. All such costs and expenses incurred by Lender together with Default Interest thereon shall be deemed to constitute a portion of the Obligations and be secured by this Security Instrument and the other Loan Documents and shall be immediately due and payable upon demand by Lender therefor.

Section 7.4 Other Rights, Etc. The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Security Instrument. Mortgagor shall not be relieved of Mortgagor's obligations hereunder by reason of (i) the failure of Lender to comply with any request of Mortgagor or any guarantor or indemnitor with respect to the Loan to take any action to foreclose this Security Instrument or otherwise enforce any of the provisions hereof or of the Note or the other Loan Documents, (ii) the release, regardless of consideration, of the whole or any part of the Property, or of any Person liable for the Obligations or any portion thereof, or (iii) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of the Note, this Security Instrument or the other Loan Documents.

It is agreed that the risk of loss or damage to the Property is on Mortgagor, and Lender shall have no liability whatsoever for any decline in value of the Property, for failure to maintain the insurance policies, or for failure to determine whether insurance in force is adequate as to the amount of risks insured. Possession by Lender shall not be deemed an election of judicial relief, if any such possession is requested or obtained, with respect to any Property or collateral not in Lender's possession.

Lender may resort for the payment and performance of the Obligations (including, but not limited to, the payment of the Debt) to any other security held by Lender in such order and manner as Lender, in its discretion, may elect. Lender may take action to recover the Debt, or any portion thereof, or to enforce the other Obligations or any covenant hereof without prejudice to the right of Lender thereafter to foreclose this Security Instrument. The rights of Lender under this Security Instrument shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision. Lender shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every right and remedy now or hereafter afforded at law or in equity.

Section 7.5 Right to Release Any Portion of the Property. Lender may release any portion of the Property for such consideration as Lender may require without, as to the remainder of the Property, in any way impairing or affecting the lien or priority of this Security Instrument, or improving the position of any subordinate lienholder with respect thereto, except to the extent that the Debt shall have been reduced by the actual monetary consideration, if any, received by Lender for such release, and Lender may accept by assignment, pledge or otherwise any other property in place thereof as Lender may require without being accountable for so doing to any other lienholder. This Security Instrument shall continue as security title to and a security interest in the remaining portion of the Property.

ARTICLE 8
WAIVERS

Section 8.1 Waiver of Counterclaim. To the extent permitted by Applicable Law, Mortgagor hereby waives the right to assert a counterclaim, other than a mandatory or compulsory counterclaim, in any action or proceeding brought against it by Lender arising out of or in any way connected with this Security Instrument, the Loan Agreement, the Note, any of the other Loan Documents, or the Obligations.

Section 8.2 Marshalling and Other Matters. To the extent permitted by Applicable Law, Mortgagor hereby waives the benefit of all appraisement, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force and all rights of marshalling in the event of any sale hereunder of the Property or any part thereof or any interest therein. Further, Mortgagor, for itself and all persons who may claim by, through or under Mortgagor, hereby expressly waives any so-called "Moratorium Law" and any and all rights of reinstatement and redemption, if any, under any order or decree of foreclosure of this Security Instrument, it being the intent hereof that any and all such "Moratorium Laws", and all rights of reinstatement and redemption of Mortgagor and of all other persons claiming by, through or under Mortgagor are and shall be deemed to be hereby waived to the fullest extent permitted by the laws of the State in which the Property is located.

Section 8.3 Waiver of Notice. To the extent permitted by Applicable Law, Mortgagor shall not be entitled to any notices of any nature whatsoever from Lender except with respect to matters for which this Security Instrument or the Loan Documents specifically and expressly provide for the giving of notice by Lender to Mortgagor and except with respect to matters for which Lender is required by Applicable Law to give notice. Mortgagor hereby expressly waives the right to receive any notice from Lender with respect to any matter for which this Security Instrument, the Loan Agreement or any other Loan Documents does not specifically and expressly provide for the giving of notice by Lender to Mortgagor.

Section 8.4 Waiver of Statute of Limitations. To the fullest extent permitted by Applicable Law, Mortgagor hereby expressly waives and releases its right to plead any statute of limitations as a defense to the payment of the Debt or payment or performance of its other Obligations.

ARTICLE IX
MISCELLANEOUS

Section 9.1 Notices. All notices and communications under this Security Instrument shall be in writing and shall be given in accordance with the terms of Section 8.1 of the Loan Agreement.

Section 9.2 Remedies Cumulative. The rights and remedies of Lender as provided in this Security Instrument or in any other Loan Document shall be cumulative and concurrent, may be pursued separately, successively or together, may be exercised as often as occasion therefor shall arise, and shall be in addition to any other rights or remedies conferred upon Lender at law or in equity. The failure, at any one or more times, of Lender to assert the right to declare the Obligations due, grant any extension of time for payment of the Obligations, take other or additional security for the payment thereof, release any security, change any of the terms of the Loan Documents, or waive or fail to exercise any right or remedy under any Loan Document shall not in any way affect this Security Instrument or the rights of Lender.

Section 9.3 No Implied Waiver. Lender shall not be deemed to have modified or waived any of its rights or remedies hereunder unless such modification or waiver is in writing and signed by Lender, and then only to the extent specifically set forth therein. A waiver in one event shall not be construed as continuing or as a waiver of or bar to such right or remedy with respect to a subsequent event.

Section 9.4 No Warranty by Lender. By inspecting the Property or by accepting or approving anything required to be observed, performed or fulfilled by Mortgagor or to be given to Lender pursuant to this Security Instrument or any of the other Loan Documents, Lender shall not be deemed to have warranted or represented the condition, sufficiency, legality, effectiveness or legal effect of the same, and such acceptance or approval shall not constitute any warranty or representation with respect thereto by Lender.

Section 9.5 Partial Invalidity. The invalidity or unenforceability of any one or more provisions of this Security Instrument shall not render any other provision invalid or unenforceable. In lieu of any invalid or unenforceable provision, there shall be added automatically a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

Section 9.6 Binding Effect. The covenants, conditions, waivers, releases and agreements contained in this Security Instrument shall bind, and the benefits thereof shall inure to, the parties hereto and their respective heirs, executors, administrators, successors and assigns and are intended and shall be held to be real covenants running with the land; provided, however, that this Security Instrument cannot be assigned by Mortgagor without the prior written consent of Lender, and any such assignment or attempted assignment by Mortgagor shall be void and of no effect with respect to Lender.

Section 9.7 Modifications. This Security Instrument may not be supplemented, extended, modified or terminated except by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. No course of dealing or conduct by or among Lender and Mortgagor shall be effective to amend, modify or change any provisions of this Security Instrument or the other Loan Documents.

Section 9.8 Commercial Loan. Mortgagor represents and warrants that the loans or other financial accommodations included as Debt secured by this Security Instrument were obtained solely for the purpose of carrying on or acquiring a business or commercial investment and not for residential, consumer or household purposes.

Section 9.9 Governing Law. This Security Instrument shall be governed by and construed in accordance with the substantive laws of the State of Florida without reference to conflict of laws principles.

Section 9.10 Joint and Several Liability. If Mortgagor consists of more than one person or entity, the word "Mortgagor" shall mean each of them and their liability shall be joint and several.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Mortgagor, intending to be legally bound, has duly executed and delivered this Security Instrument under seal as of the day and year first above written.

MORTGAGOR:

Signed, sealed and delivered in the presence of:

Witness Naiomi Sorondo

Witness Lillie Garcia

ALTIS CARDINAL 901, LLC,
a Florida limited liability company,

By:
Name: Frank Guerra
Title: Manager

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

The foregoing instrument was acknowledged before me this 31 day of October, 2018, by Frank Guerra, the Manager of ALTIS CARDINAL 901, LLC, a Florida limited liability company, on behalf of said company. He is personally known to me (YES) (NO) or has produced a State of ____________ driver's license as identification.

[NOTARIAL SEAL] NAIOMI SORONDO NOTARY PUBLIC STATE OF FLORIDA Comm# FF228400 Expires 5/28/2019

Notary Public, State of Florida
Print Name: Naiomi Sorondo
My Commission Expires: 5/28/19

Exhibit "A"

Lots 1, 2, 3, 17, 18, 19, 20, 21 and 22, of Block 8, REVISED PLAT OF CORAL GABLES DOUGLAS SECTION, according to the Plat thereof, as recorded in Plat Book 25, at Page 69, of the Public Records of Miami-Dade County, Florida.

CFN: 20230808499 BOOK 33963 PAGE 814
DATE:11/09/2023 03:03:43 PM
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

Prepared by and return to:
Joseph A. Probasco, Esquire
Bush Ross, P.A.
Post Office Box 3913
Tampa, Florida 33601-3913

______________________[space above line for recording information]______________________

MODIFICATION OF MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS

THIS MODIFICATION OF MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS (the "Agreement") is made and entered into as of October 31, 2023, by and between **ALTIS CARDINAL 901, LLC**, a Florida limited liability company, having an address of 901 Ponce de Leon Boulevard, Suite 700, Coral Gables, Florida 33134 ("Mortgagor"), and **TRUIST BANK**, a North Carolina banking corporation, as successor by merger to SunTrust Bank, its successors and assigns, having an address of 303 Peachtree Street NE, Atlanta, Georgia 30308 ("Bank").

WITNESSETH:

WHEREAS, Mortgagor and Bank entered into that certain Term Loan Agreement dated as of October 31, 2018, as amended by that certain Amendment to Loan Documents dated February 23, 2023 by and between Mortgagor and Bank (as may be further amended, restated, modified or supplemented and in effect from time to time, the "Loan Agreement").

WHEREAS, pursuant to the Loan Agreement, Mortgagor issued to Bank that certain Promissory Note dated as of October 31, 2018 in the original principal amount of up to Twenty-Seven Million Three Hundred Thousand and No/100 Dollars ($27,300,000.00) (the "Note"), which has a principal balance of Twenty-Two Million Four Hundred Thirty-Four Thousand Nine Hundred Ninety-Six and 55/100 Dollars ($22,434,996.55) as of the date hereof.

WHEREAS, Mortgagor's obligations under the Note are secured by, among other things, that certain (i) Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of October 31, 2018 recorded in Official Records Book 31211, Page 2356 of the Public Records of Miami-Dade County, Florida (the "Mortgage"), which encumbers the real property being, lying and situate in Miami-Dade County, Florida and more particularly described as set forth on **Exhibit A** attached hereto, and (ii) Assignment of Leases and Rents dated as of October 31, 2018 recorded in Official Records Book 31211, Page 2377 of the Public Records of Miami-Dade County, Florida (the "Assignment"). The Loan Agreement, the Note, the Mortgage, the Assignment and any and all other documents or instruments issued or executed in connection with any of the same shall be referred to as the "Prior Loan Documents."

WHEREAS, Mortgagor has exercised its extension option under the Loan Agreement to extend the maturity date of the Note for a period of twelve (12) additional months (the "Extension") and has

NOTE TO RECORDER: NO ADDITIONAL DOCUMENTARY STAMP TAX OR INTANGIBLE TAX ARE DUE AS A RESULT OF THIS AGREEMENT AS NO NEW MONIES ARE BEING ADVANCED UNDER THIS AGREEMENT, THE LOAN AGREEMENT OR THE NOTE.

requested that Bank modify the interest rate applicable to the loan evidenced by the Note (the "Interest Rate Modification").

WHEREAS, Bank is willing to agree to the Extension and Interest Rate Modification provided that the parties enter into this Agreement and such other instruments as are contemplated herein.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated by reference for all purposes as if fully set forth herein.

2. Capitalized Terms. Capitalized terms used herein which are not otherwise defined shall have the meanings ascribed to such terms in the Mortgage.

3. Amendment. This Agreement evidences the Extension and Interest Rate Modification. Mortgagor has, as of even date herewith, executed and delivered to Bank that certain First Amendment to Term Loan Agreement (as such instrument is amended, modified, restated, extended, increased, decreased or supplemented at any time or from time to time, the "Amendment"). The parties further affirm that the Mortgage, the Assignment and the other Prior Loan Documents also secure all interest rate swap or hedging agreements, whether now or hereafter entered into, and all of Mortgagor's obligations thereunder or with respect thereto.

4. Amendment of the Mortgage, the Assignment and the Prior Loan Documents. The Mortgage, the Assignment and the other Prior Loan Documents are hereby modified and amended in accordance with and to reflect the terms, conditions and provisions of this Agreement and the Amendment. The term "Mortgage" or other terms of like meaning as used in any of the Prior Loan Documents shall mean and include, without limitation, the Mortgage as modified and amended by this Agreement. The term "Assignment" or other terms of like meaning as used in any of the Prior Loan Documents shall mean and include, without limitation, the Assignment as modified and amended by this Agreement. The term "Loan Agreement" as used in the Mortgage, the Assignment and any of the Prior Loan Documents shall mean and include, without limitation, the Loan Agreement as modified and amended by the Amendment. The term "Loan Documents" as used in the Mortgage, the Assignment and any of the Prior Loan Documents shall be deemed to include, without limitation, this Agreement and the Amendment.

5. Ratification. Except as herein modified and amended or as modified and amended by the Amendment executed and delivered by Mortgagor in connection with the modifications made herein, the Mortgage and the Assignment shall remain in full force and effect according to their original terms, covenants and conditions (which are hereby incorporated herein by reference), and the modifications contained herein shall not be deemed to be a waiver by Bank of any rights or remedies contained in the Mortgage, the Assignment or any of the other Prior Loan Documents. Mortgagor does further expressly ratify any and all of the prior instruments and documents comprising the Mortgage, the Assignment and the other Prior Loan Documents to the extent that it is not previously a party thereto.

6. No Novation. It is the intent of the parties that this instrument shall not constitute a novation and shall in no way adversely affect the lien priority of the Mortgage or the Assignment. In the event that this Agreement, or any part thereof, shall be construed by a court of competent jurisdiction as operating to effect the lien priority of the Mortgage over claims which would otherwise be subordinate

thereto, then, to the extent so ruled by such a court and to the extent that third persons acquiring an interest in the encumbered property, as it is encumbered by the Mortgage, between the time of the execution of the respective Mortgage and the time of the acquisition of such interest, this Agreement, as construed, shall be void and of no force and effect and this Agreement shall constitute, as to any such acquired interest, a subordinated lien on said property and collateral described therein, incorporating by reference the terms of the affected Mortgage, and which Mortgage then shall be enforced pursuant to the terms and conditions contained therein, independent of this Agreement; provided, however, that notwithstanding the foregoing, the parties hereto, as between themselves, shall be bound by all terms and conditions hereof until the obligations due under the Mortgage together with accrued interest thereof shall have been paid in full.

7. Costs. Mortgagor shall pay all costs of the modification made hereby, including, without limitation, attorneys' fees and recording fees, as well as the cost of any endorsements to Bank's title insurance policies insuring the liens of the Mortgage and the Assignment after the recording of this Agreement as a valid and subsisting first lien, subject only to such exceptions as are acceptable to Bank in its sole discretion. Such costs shall be due upon execution hereof and the payment thereof shall be a condition precedent to Bank's duties hereunder. In the event it is determined that additional costs relating to this transaction are due, Mortgagor agrees to pay such costs immediately upon demand.

8. Cross Default. Any default by Mortgagor under the terms of the Mortgage, as modified hereby, the Assignment, as modified hereby, or the other Prior Loan Documents, shall be a default under this Agreement and all other documents or instruments executed with respect to the indebtedness evidenced by the Note, and any default by Mortgagor under the terms of this Agreement or any other document or instrument executed with respect hereto shall be a default under the Mortgage, the Assignment and the other Prior Loan Documents.

9. Acknowledgments. Mortgagor acknowledges, represents, warrants and agrees: (a) the Mortgage, the Assignment and the other Prior Loan Documents are in full force and effect; and (b) no notice limiting the maximum principal amount of the indebtedness secured by the Mortgage pursuant to the terms of Section 697.04, *Florida Statutes*, as amended from time to time, has been filed in the public records of the county in which the property encumbered by the Mortgage is located nor has any such notice been executed or delivered unless Mortgagor has given written notice of such event to Bank in a sworn affidavit of even date with this Agreement. In the event any such notice limiting the principal amount which may be secured by the Mortgage has been recorded, executed or delivered, then this Agreement shall also constitute a rescission of such notice, which notice, upon the execution and delivery of this Agreement, shall be deemed to be void and of no further force and effect.

10. Documentary Stamp Taxes; Intangible Taxes. Mortgagor acknowledges, stipulates, covenants and agrees that Mortgagor is solely responsible for payment of any and all documentary stamp taxes and intangible taxes with respect to the indebtedness evidenced by the Note. In the event that at any time or from time to time the Florida Department of Revenue or other governmental authority shall impose any documentary stamp tax, intangible tax, interest, penalties or fines with respect to any of said instruments, Mortgagor shall pay same immediately upon demand and Mortgagor shall indemnify, defend and hold Bank harmless of, from and against any and all such documentary stamp tax, intangible tax, interest, penalties or fines, together with all costs of collection thereof.

11. Exhibits. The exhibits or schedules attached hereto and referenced herein, if any, are an integral part hereof and are hereby incorporated herein for all purposes.

12. Paragraph Headings. The paragraph headings used herein are for convenience of reference only and are not to be used in the construction or interpretation hereof.

13. Governing Law. This Agreement shall be governed, interpreted and construed by, through and under the laws of the State of Florida.

14. Construction. As used herein the neuter gender shall include the masculine and the feminine genders and vice versa, and the singular the plural and vice versa, as the context demands.

15. Time of Essence. Time is of the essence of this Agreement.

16. Attorneys' Fees. All costs incurred by Bank in enforcing this Agreement and in collection of sums due Bank from Mortgagor, including, without limitation, reasonable attorneys' fees through all trials, appeals and proceedings and any proceedings pursuant to the bankruptcy laws of the United States or arbitration proceedings, shall be paid by Mortgagor. Mortgagor further acknowledges, stipulates and agrees that its obligations to pay attorneys' fees or costs under any Prior Loan Document extends to all obligations of Mortgagor under all Prior Loan Documents as modified and amended by this Agreement.

17. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto, as well as their respective successors and assigns, heirs and personal representatives.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

19. WAIVER OF JURY TRIAL. **BANK AND MORTGAGOR KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS SUCH PERSON MAY HAVE TO A TRIAL BY JURY, WITH RESPECT TO ANY PROCEEDING BASED ON OR ARISING OUT OF THIS AGREEMENT, THE LOAN AGREEMENT, THE AMENDMENT, THE NOTE OR ANY OF THE OTHER PRIOR LOAN DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENTS, OR ACTIONS OR OMISSIONS OF ANY PARTY WHICH IN ANY WAY RELATE TO THE FOREGOING. THE PARTIES HERETO HAVE SPECIFICALLY DISCUSSED AND NEGOTIATED THIS WAIVER AND UNDERSTAND THE LEGAL CONSEQUENCES OF SIGNING THIS AGREEMENT. THIS WAIVER BY MORTGAGOR IS A MATERIAL INDUCEMENT FOR BANK'S ENTERING INTO THIS AGREEMENT, AND BANK'S WAIVER IS A MATERIAL INDUCEMENT FOR MORTGAGOR'S EXECUTION AND DELIVERY OF THIS AGREEMENT. AT A PARTY'S REQUEST, THE OTHER PARTIES WILL JOIN IN ASKING THE COURT IN WHICH SUIT IS PENDING TO TRY THE CASE AND DECIDE ALL ISSUES, INCLUDING ISSUES OF FACT, WITHOUT A JURY.**

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

MORTGAGOR:

ALTIS CARDINAL 901, LLC

By:______________________________ (SEAL)
Print Name: Frank Guerra
Title: Manager

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of (check one) ☒ physical presence or ☐ online notarization, this 30 day of October, 2023, by Frank Guerra, as Manager of ALTIS CARDINAL 901, LLC, a Florida limited liability company, on behalf of the company, who (check one) ☒ is personally known to me OR ☐ produced a _______________ Driver's License as identification.

____
Notary Signature

(NOTARY SEAL)

JOSE MANUEL TORRES

JOSE MANUEL TORRES
MY COMMISSION # HH 199534
EXPIRES: February 28, 2026
Bonded Thru Notary Public Underwriters
NOTARY PUBLIC STATE OF FLORIDA

(Type, Stamp or Print Name)
NOTARY PUBLIC
State and County Aforesaid
My Commission Expires: FEB 28 2026

[SIGNATURE PAGE TO MODIFICATION OF MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

BANK:

TRUIST BANK

By:___________________________
Print Name: Gregory Viejo
Title: Managing Director, Wealth Advisor

STATE OF Fl.
COUNTY OF MIAMI-Dade

The foregoing instrument was acknowledged before me by means of (check one) ☑ physical presence or ☐ online notarization, this 30th day of October, 2023, by Gregory Viejo, as Managing Director, Wealth Adviser, of TRUIST BANK, a North Carolina banking corporation, on behalf of the bank, who (check one) ☐ is personally known to me OR ☑ produced a Fl. Dr. Lic Driver's License as identification.

____
Notary Signature

(NOTARY SEAL)

HERNAN M. ARITA
(Type, Stamp or Print Name)
NOTARY PUBLIC
State and County Aforesaid
My Commission Expires:_________________

NOTARY PUBLIC STATE OF FLORIDA
HERNAN M. ARITA
Commission # HH 020951
Expires July 20, 2024
Bonded Thru Budget Notary Services

[SIGNATURE PAGE TO MODIFICATION OF MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS]

EXHIBIT A

LEGAL DESCRIPTION

Lots 1, 2, 3, 17, 18, 19, 20, 21 and 22, of Block 8, REVISED PLAT OF CORAL GABLES DOUGLAS SECTION, according to the Plat thereof, as recorded in Plat Book 25, at Page 69, of the Public Records of Miami-Dade County, Florida.

CFN: 20240168428 BOOK 34118 PAGE 3495
DATE:03/05/2024 08:25:30 AM
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

PREPARED BY AND UPON
RECORDATION RETURN TO:
Jose M. Torres
901 Ponce de Leon Blvd STE 700
Coral Gables, FL 33134

NOTICE TO CLERK: DOCUMENTARY STAMP TAX IN THE AMOUNT OF $95,550.00 AND INTANGIBLE TAX IN THE AMOUNT OF $54,600.00 WERE PAID UPON RECORDATION OF THAT CERTAIN MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING, RECORDED IN OFFICIAL RECORDS BOOK 31211, PAGE 2356, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING

THIS AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Restated Mortgage") is made as of the 1st day of March, 2024 by ALTIS CARDINAL 901, LLC, a Florida limited liability company ("Borrower"), as mortgagor, having an address at 901 Ponce de Leon Blvd., Suite 700, Miami, FL 33134, to FOURSHORE FIVE - 901, LLC, a Florida limited liability company (together with its successors and/or assigns, "Lender"), as mortgagee, having an address at 901 Ponce de Leon Blvd., Suite 700, Miami, FL 33134, and given to secure a loan (the "Loan") in the principal sum of TWENTY-TWO MILLION NINE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS ($22,950,000.00) made pursuant to that certain Amended and Restated Loan Agreement, dated as of the date hereof, between Borrower and Lender, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, (the "Restated Loan Agreement") and evidenced by that certain amended and restated promissory note, dated the date hereof, made by Borrower in favor of Lender, together with all extensions, renewals, replacements, restatements, amendments, supplements, severances or modifications thereof (being hereinafter referred to as the "Restated Note"). The maturity date of the Restated Note is February 28, 2027. The Restated Note amends and restates the Original Note.

Borrower desires to secure the payment of the Obligations and the performance of all of its obligations under the Restated Note, the Restated Loan Agreement and the other Restated Loan Documents.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Restated Loan Agreement.

RECITALS:

A. Borrower is the owner of the fee simple estate in the Land (defined below) and Improvements (defined below).

B. On or about October 31, 2018, SunTrust Bank, a Georgia banking corporation, ("Original Lender") made a loan to Borrower which is evidenced by that certain Promissory Note dated as of October 31, 2018, by Borrower in favor of Original Lender in the original principal amount of $27,300,000.00 (the "Original Note") and secured by, among other things, that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of October 31, 2018, by Borrower in favor of Original Lender, recorded in Official Records Book 31211, at Page 2356 of the Public Records of Miami-Dade, Florida, as modified by that certain Modification of Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of October 31, 2023, recorded in Official Records Book 33963, at Page 814 of the Public Records of Miami-Dade, Florida (the "Original Mortgage").

C. The Original Mortgage, the Original Note, and all the Original Loan Documents have been assigned to Lender contemporaneously herewith by Truist Bank, a North Carolina banking corporation and successor by merger to Original Lender (the "Assignor") by virtue of that certain Assignment of Loan and Loan Documents dated March 1, 2024.

D. On the date hereof Borrower and Lender have agreed to amend and restate the Original Loan Agreement executed in connection with the Original Mortgage, the Original Note in a restated loan agreement by and between Borrower, as the borrower, and Lender, as the lender (as may be amended, amended and restated, supplemented, renewed or otherwise modified from time to time, the "Amended and Restated Loan Agreement").

E. Borrower desires to obtain a commercial real estate loan from Lender in the principal amount of Twenty-Two Million Nine Hundred Fifty Thousand and 00/100 Dollars ($22,950,000.00) in lawful money of the United States of America in order to refinance the indebtedness evidenced by the Original Note. Lender is willing to make such loan to Borrower on the terms and conditions set forth in the Restated Loan Documents.

F. Borrower will receive substantial benefits from the execution, delivery, and performance of the Restated Note and the Restated Loan Documents and is therefore willing to provide this Restated Mortgage to Lender, as security for the Obligations.

G. In connection therewith, Borrower and Lender desire and have agreed to amend and restate the Original Mortgage upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the substantial benefits to the Loan Parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree that the Original Mortgage is hereby amended, modified, superseded and restated in its entirety by this Restated Mortgage as a first position lien securing the due and punctual payment and performance of all of the Obligations as and when the same becomes due and payable, as follows:

ARTICLE 1 - GRANTS OF SECURITY

Section 1.1 PROPERTY MORTGAGED. Borrower does hereby irrevocably mortgages, grants, bargains, sells, pledges, assigns, warrants, transfers and conveys to and grants a security interest to Lender in the following property, rights, interests and estates now owned, or hereafter acquired by Borrower (collectively, the "Property"):

(a) Land. The real property described in Exhibit A attached hereto and made a part hereof (the "Land");

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Borrower for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of this Restated Mortgage;

(c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "Improvements");

(d) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Borrower of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(e) Fixtures and Personal Property. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures, inventory and goods) and all other property of every kind and nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "Personal Property"), and the right, title and interest of Borrower in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the State or States where any of the Property is located (the "Uniform Commercial Code"), superior in lien to the lien of this Restated Mortgage and all proceeds and products of the above;

(f) Leases and Rents. All leases, subleases, rental agreements, and other agreements, whether or not in writing, affecting the use, enjoyment or occupancy of the Land and/or the Improvements heretofore or hereafter entered into and all extensions, amendments and modifications thereto, whether before or after the filing by or against Borrower of any petition for relief under Title 11 U.S.C. § 101 et seq., and the regulations adopted and promulgated pursuant thereto (as the same may be amended from time to time, the "Bankruptcy Code") (the "Leases"), and all right, title and interest of Borrower, its successors and assigns therein and thereunder, including, without limitation, any guaranties of the lessees' obligations thereunder, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, payments in connection with any termination, cancellation or surrender of any Lease, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and/or the Improvements whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code and all proceeds from the sale or other disposition of the Leases (the "Rents") and the right to receive and apply the Rents to the payment of the Obligations;

(g) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(h) Insurance Proceeds. All proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

(i) Tax Certiorari. All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(j) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

(k) Rights. The right, in the name and on behalf of Borrower, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Lender in the Property;

(l) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Borrower therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Borrower thereunder;

(m) Intangibles. All trade names, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(n) Accounts. All accounts, account collateral, reserves, escrows and deposit accounts maintained by Borrower with respect to the Property and all complete securities, investments, property and financial assets held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;

(o) Causes of Action. All causes of action and claims (including, without limitation, all causes of action or claims arising in tort, by contract, by fraud or by concealment of material fact) against any Person for damages or injury to the Property or in connection with any transactions financed in whole or in part by the proceeds of the Loan ("Cause of Action"); and

(p) Other Rights. Any and all other rights of Borrower in and to the items set forth in Subsections (a) through (o) above.

Section 1.2 ASSIGNMENT OF LEASES AND RENTS. Borrower hereby absolutely and unconditionally assigns to Lender all of Borrower's right, title and interest in and to all current and future Leases and Rents; it being intended by Borrower that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to the terms of this Section 1.2, Lender grants to Borrower a revocable license to collect and receive the Rents. Borrower shall hold the Rents, or a portion thereof sufficient to discharge all current sums due on the Obligations, for use in the payment of such sums. This assignment is intended to and does constitute an assignment of rents as contemplated in Florida Statutes §697.07. Upon the occurrence of an Event of Default, Lender shall be entitled to the remedies provided in said §697.07.

Section 1.3 SECURITY AGREEMENT. This Restated Mortgage is both a real property mortgage and a "security agreement" within the meaning of the Uniform Commercial Code. The Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Borrower in the Property. By executing and delivering this Restated Mortgage, Borrower hereby grants to Lender as security for the Obligations, a security interest in the Property to the full extent that the Property may be subject to the Uniform Commercial Code.

Section 1.4 FIXTURE FILING. Certain of the Property is or will become "fixtures" (as that term is defined in the Uniform Commercial Code) on the Land, described or referred to in this Restated Mortgage, and this Restated Mortgage, upon being filed for record in the real estate records of the city or county wherein such fixtures are situated, shall operate also as a financing statement filed as a fixture filing in accordance with the applicable provisions of said Uniform Commercial Code upon such of the Property that is or may become fixtures. For this purpose the following information is included: (a) Borrower shall be deemed the "Debtor" and Borrower is a limited liability company organized under the laws of the state of Florida with the address set forth on the first page hereof and the organization number assigned Debtor by the state in which Debtor is organized is L14000053956; (b) Lender shall be deemed the "Secured Party" with the address set forth on the first page hereof; (c) this Restated Mortgage covers goods which are or are to become fixtures; and (d) the name of the record owner of the Land is the Debtor.

CONDITIONS TO GRANT

TO HAVE AND TO HOLD the above granted and described Property unto and to the use and benefit of Lender and their successors and assigns, forever;

PROVIDED, HOWEVER, these presents are upon the express condition that, if Borrower shall well and truly pay to Lender the Obligations at the time and in the manner provided in the Restated Note and this Restated Mortgage, shall well and truly perform the Obligations as set forth in this Restated Mortgage and shall well and truly abide by and comply with each and every covenant and condition set forth herein, in the Restated Note and in the Restated Loan Agreement, these presents and the estate hereby granted shall cease, terminate and be void.

ARTICLE 2 - DEBT AND OBLIGATIONS SECURED

Section 2.1 OBLIGATIONS. This Restated Mortgage and the grants, assignments and transfers made in Article 1 are given for the purpose of securing the Obligations.

ARTICLE 3 - BORROWER COVENANTS

Borrower covenants and agrees that:

Section 3.1 PAYMENT OF OBLIGATIONS. Borrower will pay the Obligations at the time and in the manner provided in the Restated Note, the Restated Loan Agreement and in this Restated Mortgage.

Section 3.2 INCORPORATION BY REFERENCE. All the covenants, conditions and agreements contained in the Restated Loan Agreement, the Restated Note and all and any of the other Restated Loan Documents, are hereby made a part of this Restated Mortgage to the same extent and with the same force as if fully set forth herein.

Section 3.3 PAYMENT FOR LABOR AND MATERIALS. Borrower will promptly pay when due all bills and costs for labor, materials, and specifically fabricated materials ("Labor and Material Costs") incurred in connection with the Property and never permit to exist beyond the due date thereof in respect of the Property or any part thereof any Lien or security interest, even though inferior to the Liens and the security interests hereof, and in any event never permit to be created or exist in respect of the Property or any part thereof any other or additional Lien or security interest other than the Liens or security interests hereof except for the Permitted Encumbrances. After prior written notice to Lender, Borrower, at its own expense, may contest by appropriate legal proceeding, promptly initiated and conducted in good faith and with due diligence, the amount or validity or application in whole or in part of any of the Labor and Material Costs, provided that (i) no Event of Default has occurred and is continuing under the Restated Loan Agreement, the Restated Note, this Restated Mortgage or any of the other Restated Loan Documents, (ii) Borrower is permitted to do so under the provisions of any other mortgage, deed of trust or deed to secure debt affecting the Property, (iii) such proceeding shall suspend the collection of the Labor and Material Costs from Borrower and from the Property or Borrower shall have paid all of the Labor and Material Costs under protest, (iv) such proceeding shall be permitted under and be conducted in accordance with the provisions of any other instrument to which Borrower is subject and shall not constitute a default thereunder, (v) neither the Property nor any part thereof or interest therein will be in danger of being sold, forfeited, terminated, canceled or lost, and (vi) Borrower shall have furnished the security as may be required in the proceeding, or as may be reasonably requested by Lender to insure the payment of any contested Labor and Material Costs, together with all interest and penalties thereon.

Section 3.4 RECEIPT OF FUNDS. Borrower hereby acknowledges receipt of the principal amount of TWENTY-TWO MILLION NINE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS ($22,950,000.00) funded by Lender.

Section 3.5 PERFORMANCE OF OTHER AGREEMENTS. Borrower shall observe and perform each and every term to be observed or performed by Borrower pursuant to the terms of the Restated Loan Agreement, any other Restated Loan Documents and any agreement or recorded instrument affecting or pertaining to the Property or given by Borrower to Lender for the purpose of further securing the Obligations and any amendments, modifications or changes thereto.

ARTICLE 4 - OBLIGATIONS AND RELIANCES

Section 4.1 RELATIONSHIP OF BORROWER AND LENDER. The relationship between Borrower and Lender is solely that of debtor and creditor, and Lender has no fiduciary or other special relationship with Borrower, and no term or condition of any of the Restated Loan Agreement, the Restated Note, this Restated Mortgage and the other Restated Loan Documents shall be construed so as to deem the relationship between Borrower and Lender to be other than that of debtor and creditor.

Section 4.2 NO RELIANCE ON LENDER. The general partners, officers, shareholders, members, principals and/or other beneficial owners of Borrower are experienced in the ownership and operation of properties similar to the Property, and Borrower and Lender are relying solely upon such expertise and business plan in connection with the ownership and operation of the Property. Borrower is not relying on Lender's expertise, business acumen or advice in connection with the Property.

Section 4.3 NO LENDER OBLIGATIONS. (a) Notwithstanding the provisions of Subsections 1.1(f) and (l) or Section 1.2, Lender is not undertaking the performance of (i) any obligations under the Leases; or (ii) any obligations with respect to such agreements, contracts, certificates, instruments, franchises, permits, trademarks, licenses and other documents.

(b) By accepting or approving anything required to be observed, performed or fulfilled or to be given to Lender pursuant to this Restated Mortgage, the Restated Loan Agreement, the Restated Note or the other Restated Loan Documents, including without limitation, any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey, appraisal, or insurance policy, Lender shall not be deemed to have warranted, consented to, or affirmed the sufficiency, the legality or effectiveness of same, and such acceptance or approval thereof shall not constitute any warranty or affirmation with respect thereto by Lender.

Section 4.4 RELIANCE. Borrower recognizes and acknowledges that in accepting the Restated Note, the Restated Loan Agreement, this Restated Mortgage and the other Restated Loan Documents, (i) Lender is expressly and primarily relying on the truth and accuracy of the warranties and representations set forth in Article 5 of the Restated Loan Agreement without any obligation to investigate the Property and notwithstanding any investigation of the Property by Lender; (ii) that such reliance existed on the part of Lender prior to the date hereof; (iii) that the warranties and representations are a material inducement to Lender in accepting the Restated Note, the Restated Loan Agreement, this Restated Mortgage and the other Restated Loan Documents; and that Lender would not be willing to make the Loan and accept this Restated Mortgage in the absence of the warranties and representations as set forth in Article 5 of the Restated Loan Agreement.

ARTICLE 5 - FURTHER ASSURANCES

Section 5.1 RECORDING OF RESTATED MORTGAGE, ETC. Borrower forthwith upon the execution and delivery of this Restated Mortgage and thereafter, from time to time, will cause this Restated Mortgage and any of the other Restated Loan Documents creating a Lien or security interest or evidencing the Lien hereof as a Lien upon the Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect and perfect the Lien of this Restated Mortgage or security interest hereof upon, and the interest of Lender in the Property. Borrower will pay all Taxes, filing, registration or recording fees, and all expenses incident to the preparation, execution, acknowledgment and/or recording of the Restated Note, the Restated Loan Agreement, this Restated Mortgage, the other Restated Loan Documents, and any instrument of further assurance, and any modification or amendment of the foregoing documents, and all federal, state, county and municipal Taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Restated Mortgage, the other Restated Loan Documents, or any instrument of further assurance, and any modification or amendment of the foregoing documents, except where prohibited by Law so to do.

Section 5.2 FURTHER ACTS, ETC. Borrower will, at the cost of Borrower, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, deeds of trust, mortgages, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, reasonably require, for the better assuring, conveying, assigning, transferring, and confirming unto Lender the Property and rights hereby deeded, mortgaged, granted, bargained, sold, conveyed, confirmed, pledged, assigned, warranted and transferred or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Lender or for carrying out the intention or facilitating the performance of the terms of this Restated Mortgage or for filing, registering or recording this Restated Mortgage, or for complying with all Legal Requirements, and Borrower hereby authorizes Lender to execute any of the foregoing in the name of Borrower or without the signature of Borrower to the extent that Lender may lawfully do so. Borrower hereby authorizes Lender to file in the appropriate filing or recording offices, with or without the signature of Borrower, one or more financing statements (including any amendment or continuation thereof), chattel mortgages or other instruments to establish, maintain, or evidence more effectively the validity, perfection or priority of the security interest of Lender in the Property. Borrower grants to Lender an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Lender at law and in equity, including without limitation such rights and remedies available to Lender pursuant to this Section 5.2.

Section 5.3 CHANGES IN TAX, DEBT CREDIT AND DOCUMENTARY STAMP LAWS.

(a) If any Law is enacted or adopted or amended after the date of this Restated Mortgage which deducts the Obligations from the value of the Property for the purpose of taxation or which imposes a tax, either directly or indirectly, on the Obligations or Lender's interest in the Property, Borrower will pay the Taxes, with interest and penalties thereon, if any. If Lender is advised by counsel chosen by it that the payment of Taxes by Borrower would be unlawful or taxable to Lender, or unenforceable or provide the basis for a defense of usury, then Lender shall have the option, exercisable by written notice of not less than one-hundred (100) days to declare the Obligations immediately due and payable, without prepayment penalty or premium.

(b) Borrower will not claim or demand or be entitled to any credit or credits on account of the Obligations for any part of the Taxes or Other Charges assessed against the Property, or any part thereof, and no deduction shall otherwise be made or claimed from the assessed value of the Property, or any part thereof, for real estate tax purposes by reason of this Restated Mortgage or the Obligations. If such claim, credit or deduction shall be required by law, Lender shall have the option, exercisable by written notice of not less than one-hundred (100) days, to declare the Obligations immediately due and payable, without prepayment penalty or premium.

(c) If at any time the United States of America, any State thereof or any subdivision of any such State shall require revenue or other stamps to be affixed to the Restated Note, the Restated Loan Agreement, this Restated Mortgage, or any of the other Restated Loan Documents or impose any other Taxes or charge on the same, Borrower will pay for the same, with interest and penalties thereon, if any.

Section 5.4 REPLACEMENT DOCUMENTS. Upon receipt of an affidavit of an officer of Lender as to the loss, theft, destruction or mutilation of the Restated Note or any other Restated Loan Document which is not of public record, and, in the case of any such mutilation, upon surrender and cancellation of such Restated Note or other Restated Loan Documents, Borrower will issue, in lieu thereof, a replacement

Restated Note or other Restated Loan Documents, dated the date of such lost, stolen, destroyed or mutilated Restated Note or other Restated Loan Documents in the same principal amount thereof and otherwise of like tenor.

Section 5.5 PERFORMANCE AT BORROWER'S EXPENSE. Borrower acknowledges and confirms that Lender shall impose certain administrative processing and/or commitment fees in connection with (a) the extension, renewal, modification, amendment and termination of the Loan, (b) the release or substitution of collateral therefor, (c) obtaining certain consents, waivers and approvals with respect to the Property, or (d) the review of any Lease or proposed Lease or the preparation or review of any subordination, non-disturbance agreement (the occurrence of any of the above shall be called an "Event"). Borrower further acknowledges and confirms that it shall be responsible for the payment of all costs of reappraisal of the Property or any part thereof, whether required by Law, regulation, Lender or any Governmental Authorities or quasi-governmental authority. Borrower hereby acknowledges and agrees to pay, immediately, with or without demand, all such fees (as the same may be increased or decreased from time to time), and any additional fees of a similar type or nature which may be imposed by Lender from time to time, upon the occurrence of any Event. Wherever it is provided for herein that Borrower pay any costs and expenses, such costs and expenses shall include, but not be limited to, all legal fees and disbursements of Lender, whether with respect to retained firms, the reimbursement for the expenses of in-house staff or otherwise.

Section 5.6 LEGAL FEES FOR ENFORCEMENT. (a) Borrower shall pay all reasonable legal fees incurred by Lender in connection with the preparation of the Restated Loan Agreement, the Restated Note, this Restated Mortgage and the other Restated Loan Documents and (b) Borrower shall pay to Lender on demand any and all expenses, including legal expenses and attorneys' fees, incurred or paid by Lender in protecting their interest in the Property or in collecting any amount payable hereunder or in enforcing its rights hereunder with respect to the Property (including commencing any foreclosure action), whether or not any legal proceeding is commenced hereunder or thereunder, together with interest thereon at the Default Rate from the date paid or incurred by Lender until such expenses are paid by Borrower.

Section 5.7 SPLITTING OF RESTATED MORTGAGE. This Restated Mortgage and the Restated Note shall, at any time until the same shall be fully paid and satisfied, at the sole election of Lender be split or divided into two or more notes and two or more security instruments, each of which shall cover all or a portion of the Property to be more particularly described therein. To that end, Borrower, upon written request of Lender shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered by the then owner of the Property, to Lender and/or its designee or designees substitute notes and security instruments in such principal amounts, aggregating not more than the then unpaid principal amount of the Restated Note, and containing terms, provisions and clauses similar to those contained herein and in the Restated Note, and such other documents and instruments as may be required by Lender.

ARTICLE 6 - DUE ON SALE/ENCUMBRANCE

Section 6.1 LENDER RELIANCE. Borrower acknowledges that Lender has examined and relied on the experience of Borrower and its partners, members, principals and (if Borrower is a trust) beneficial owners in owning and operating properties such as the Property in agreeing to make the Loan, and will continue to rely on Borrower's ownership of the Property as a means of maintaining the value of the Property as security for repayment and performance of the Obligations. Borrower acknowledges that Lender has a valid interest in maintaining the value of the Property so as to ensure that, should Borrower default in the repayment and performance of the Obligations, Lender can recover the Obligations by a sale of the Property.

Section 6.2 NO SALE/ENCUMBRANCE. Neither Borrower, Guarantor, nor any Affiliate of Borrower or Guarantor shall Transfer the Property or any part thereof or any interest therein or permit or suffer the Property or any part thereof or any interest therein to be Transferred other than as expressly permitted pursuant to the terms of the Restated Loan Agreement.

ARTICLE 7 - PREPAYMENT

Section 7.1 PREPAYMENT. The Obligations may not be prepaid in whole or in part except in accordance with the express terms and conditions of the Restated Loan Agreement.

ARTICLE 8 - RIGHTS AND REMEDIES

Section 8.1 REMEDIES. Upon the occurrence of any Event of Default, Borrower agrees that Lender may take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Borrower and in and to the Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Lender may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Lender:

(a) declare the entire unpaid Obligations to be immediately due and payable;

(b) institute proceedings, judicial or otherwise, for the complete foreclosure of this Restated Mortgage under any applicable provision of Law in which case the Property or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;

(c) with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Restated Mortgage for the portion of the Obligations then due and payable, subject to the continuing Lien and security interest of this Restated Mortgage for the balance of the Obligations not then due, unimpaired and without loss of priority;

(d) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Restated Note, the Restated Loan Agreement, or in the other Restated Loan Documents;

(e) recover judgment on the Restated Note either before, during or after any proceedings for the enforcement of this Restated Mortgage or the other Restated Loan Documents;

(f) apply for the appointment of a receiver, trustee, liquidator or conservator of the Property, without notice and without regard for the adequacy of the security for the Obligations and without regard for the solvency of Borrower, any Guarantor or of any person, firm or other entity liable for the payment of the Obligations;

(g) the license granted to Borrower under Section 1.2 hereof shall automatically be revoked and Lender may enter into or upon the Property, either personally or by its agents, nominees or attorneys and dispossess Borrower and its agents and servants therefrom, without liability for trespass, damages or otherwise and exclude Borrower and its agents or servants wholly therefrom, and take possession of all books, records and accounts relating thereto and Borrower agrees to surrender possession of the Property and of such books, records and accounts to Lender upon demand, and thereupon Lender may (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Property and conduct business thereon; (ii) complete any construction on the Property in such manner and form as Lender deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Property; (iv) exercise all rights and powers of Borrower with respect to the Property, whether in the name of Borrower or otherwise, including, without limitation, the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents of the Property and every part thereof; (v) require Borrower to pay monthly in advance to Lender or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be occupied by Borrower; (vi) require Borrower to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise; and (vii) apply the receipts from the Property to the payment of the Obligations, in such order, priority and proportions as Lender shall deem appropriate in its sole discretion after deducting therefrom all Expenses (including reasonable attorneys' fees) incurred in connection with the aforesaid operations and all amounts necessary to pay the Taxes, Insurance Premiums and other Expenses in connection with the Property, as well as just and reasonable compensation for the services of Lender , its counsel, agents and employees;

(h) exercise any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing: (i) the right to take possession of any Property (including, without limitation, the Personal Property) or any part thereof, and to take such other measures as Lender may deem necessary for the care, protection and preservation of the Property (including, without limitation, the Personal Property), and (ii) request Borrower at its expense to assemble the Property and make it available to Lender at a convenient place acceptable to Lender. Any notice of sale, disposition or other intended action by Lender with respect to the Property (including, without limitation, the Personal Property) sent to Borrower in accordance with the provisions hereof at least five (5) days prior to such action, shall constitute commercially reasonable notice to Borrower;

(i) apply any sums held in escrow or otherwise by Lender in accordance with the terms of this Restated Mortgage, the Restated Loan Agreement, or any other Restated Loan Documents to the payment of the following items in any order in its sole discretion:

(i) Taxes;

(ii) Insurance Premiums;

(iii) interest on the unpaid principal balance of the Restated Note;

(iv) amortization of the unpaid principal balance of the Restated Note; or

(v) all other sums payable pursuant to the Restated Note, the Restated Loan Agreement, this Restated Mortgage and the other Restated Loan Documents, including without limitation Advances made by Lender pursuant to the terms of this Restated Mortgage;

(j) surrender the Policies, collect the unearned Insurance Premiums and apply such sums as a credit on the Obligations in such priority and proportion as Lender in its discretion shall deem proper, and in connection therewith, Borrower hereby appoints Lender as agent and attorney-in-fact (which is coupled with an interest and is therefore irrevocable) for Borrower to collect such Insurance Premiums;

(k) apply the undisbursed balance of any Net Proceeds Deficiency deposit, together with interest thereon, to the payment of the Obligations in such order, priority and proportions as Lender shall deem to be appropriate in its discretion;

(l) foreclose and apply the proceeds of any recovery to the Obligations in accordance with Section 8.2 or to any deficiency under this Restated Mortgage;

(m) exercise all rights and remedies under any Causes of Action, whether before or after any sale of the Property by foreclosure, and apply the proceeds of any recovery to the Obligations in accordance with Section 8.2 or to any deficiency under this Restated Mortgage; or

(n) pursue such other remedies as Lender may have under applicable Law.

In the event of a sale, by foreclosure, of less than all of the Property, this Restated Mortgage shall continue as a Lien and security interest on the remaining portion of the Property unimpaired and without loss of priority.

Section 8.2 APPLICATION OF PROCEEDS. The proceeds and avails of any disposition of the Property, or any part thereof, or any other sums collected by Lender pursuant to the Restated Note, this Restated Mortgage, the Restated Loan Agreement, or the other Restated Loan Documents, may be applied by Lender to the payment of the Obligations in such priority and proportions as Lender in its discretion shall deem proper.

Section 8.3 RIGHT TO CURE DEFAULTS. Upon the occurrence of any Event of Default, Lender may, but without any obligation to do so and without notice to or demand on Borrower and without releasing Borrower from any Obligation hereunder, make or do the same in such manner and to such extent as Lender may deem necessary to protect the security hereof. Lender is authorized to enter upon the Property for such purposes, or appear in, defend, or bring any action or proceeding to protect its interest in the Property or to foreclose this Restated Mortgage or collect the Obligations. The cost and expense of any cure hereunder (including reasonable attorneys' fees to the extent permitted by law), with interest as provided below, shall constitute a portion of the Obligations and shall be due and payable to Lender upon demand. All such costs and expenses incurred by Lender in remedying such Event of Default shall bear interest at the Default Rate for the period after notice from Lender that such cost or expense was incurred to the date of payment to Lender and shall be deemed to constitute a portion of the Obligations and be secured by this Restated Mortgage and the other Restated Loan Documents and shall be immediately due and payable upon demand by Lender therefor.

Section 8.4 ACTIONS AND PROCEEDINGS. Lender has the right to appear in and defend any action or proceeding brought with respect to the Property and, after the occurrence and during the continuance of an Event of Default, to bring any action or proceeding, in the name and on behalf of Borrower, which Lender in its discretion, decides should be brought to protect its interest in the Property.

Section 8.5 RECOVERY OF SUMS REQUIRED TO BE PAID. Lender shall have the right from time to time to take action to recover any sum or sums which constitute a part of the Obligations as the same become due, without regard to whether or not the balance of the Obligations shall be due, and without prejudice to the right of Lender thereafter to bring an action of foreclosure, or any other action, for an Event of Default existing at the time such earlier action was commenced.

Section 8.6 OTHER RIGHTS, ETC.

(a) The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Restated Mortgage. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (i) the failure of Lender to comply with any request of Borrower or any Guarantor to take any action to foreclose this Restated Mortgage or otherwise enforce any of the provisions hereof or of the Restated Note or the other Restated Loan Documents, (ii) the release, regardless of consideration, of the whole or any part of the Property, or of any person liable for the Obligations or any portion thereof, or (iii) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of the Restated Note, the Restated Loan Agreement, this Restated Mortgage or the other Restated Loan Documents.

(b) It is agreed that the risk of loss or damage to the Property is on Borrower, and Lender shall have no liability whatsoever for decline in value of the Property, for failure to maintain the Policies, or for failure to determine whether insurance in force is adequate as to the amount of risks insured. Possession by Lender shall not be deemed an election of judicial relief, if any such possession is requested or obtained, with respect to the Property or any other Property not in Lender's possession.

(c) Lender may resort for the payment of the Obligations to any other security held by Lender in such order and manner as Lender in its discretion, may elect. Lender may take action to recover the Obligations, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to foreclose this Restated Mortgage. The rights of Lender under this Restated Mortgage shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision. Lender shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every right and remedy now or hereafter afforded at law or in equity.

Section 8.7 RIGHT TO RELEASE ANY PORTION OF THE PROPERTY. Lender may release any portion of the Property for such consideration as Lender may require without, as to the remainder of the Property, in any way impairing or affecting the Lien or priority of this Restated Mortgage, or improving the position of any subordinate lienholder with respect thereto, except to the extent that the obligations hereunder shall have been reduced by the actual monetary consideration, if any, received by Lender for such release, and may accept by assignment, pledge or otherwise any other property in place thereof as Lender may require without being accountable for so doing to any other lienholder. This Restated Mortgage shall continue as a Lien and security interest in the remaining portion of the Property.

Section 8.8 VIOLATION OF LAWS. Except in connection with those matters disclosed to Lender in the Restated Loan Agreement, if the Property is not in compliance with Legal Requirements, Lender may impose additional requirements upon Borrower in connection herewith including, without limitation, monetary reserves or financial equivalents.

Section 8.9 RIGHT OF ENTRY. Subject to the terms of the Restated Loan Agreement, Lender and its agents shall have the right to enter and inspect the Property at all reasonable times.

Section 8.10 SUBROGATION. If any or all of the proceeds of the Restated Note have been used to extinguish, extend or renew any indebtedness heretofore existing against the Property, then, to the extent of the funds so used, Lender shall be subrogated to all of the rights, claims, Liens, titles, and interests existing against the Property heretofore held by, or in favor of, the holder of such indebtedness and such former rights, claims, Liens, titles, and interests, if any, are not waived but rather are continued in full force and effect in favor of Lender and are merged with the Lien and security interest created herein as cumulative security for the repayment of the Obligations, and the performance and discharge of the Obligations.

Section 8.11 RECOURSE AND CHOICE OF REMEDIES. Notwithstanding any other provision of this Restated Mortgage or the Restated Loan Agreement, including, without limitation, Section 9.2 of the Restated Loan Agreement, Lender, and other Indemnified Parties are entitled to enforce the obligations of Borrower contained in the Restated Loan Agreement without first resorting to or exhausting any security or collateral and without first having recourse to the Restated Note or any of the Property, through foreclosure or acceptance of a deed in lieu of foreclosure or otherwise, and in the event Lender commences a foreclosure action against the Property, Lender is entitled to pursue a deficiency judgment with respect to such obligations against Borrower and any Guarantor or indemnitor with respect to the Loan. The term "Indemnified Parties" includes Lender and any Person who is or will have been involved in the origination of the Loan, any Person who is or will have been involved with the servicing of the Loan, any Person in whose name the encumbrance created by the Restated Mortgage is or will have been recorded, Persons who may hold or acquire or will have held a full or partial interest in the Loan, including, but not limited to, investors or prospective investors, as well as custodians, trustees and other fiduciaries who hold or have held a full or partial interest in the Loan for the benefit of third parties, as well as the respective directors, officers, shareholders, partners, employees, agents, servants, representatives, contractors, subcontractors, Affiliates, subsidiaries, participants, successors and assigns of any and all of the foregoing (including but not limited to any other Person who holds or acquires or will have held a participation or other full or partial interest in the Loan or the Property, whether during the term of the Loan or as a part of or following a foreclosure of the Loan and including, but not limited to, any successors by merger, consolidation or acquisition of all or a substantial portion of Lender's assets and business). The provisions of Section 10.2 of the Restated Loan Agreement are exceptions to any non-recourse or exculpation provisions in the Restated Loan Agreement, the Restated Note, this Restated Mortgage or the other Restated Loan Documents, and Borrower is fully and personally liable for the obligations pursuant to the Restated Loan Agreement. The liability of Borrower with respect to the Loan pursuant to the Restated Loan Agreement is not limited to the original principal amount of the Restated Note. Notwithstanding the foregoing, nothing herein shall inhibit or prevent Lender from foreclosing or exercising any other rights and remedies pursuant to the Restated Loan Agreement, the Restated Note, this Restated Mortgage and the other Restated Loan Documents, whether simultaneously with foreclosure proceedings or in any other sequence. A separate action or actions may be brought and prosecuted against Borrower pursuant to the Restated Loan Agreement, whether or not action is brought against any other Person or whether or not any other Person is joined in the action or actions.

ARTICLE 9 - WAIVERS

Section 9.1 WAIVER OF COUNTERCLAIM. Borrower hereby waives the right to assert a counterclaim, other than a mandatory or compulsory counterclaim, in any action or proceeding brought against it by Lender arising out of or in any way connected with this Restated Mortgage, the Restated Note, the Restated Loan Agreement, any of the other Restated Loan Documents, or the Obligations.

Section 9.2 MARSHALLING AND OTHER MATTERS. Borrower hereby waives, to the extent permitted by law, the benefit of all appraisement, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force and all rights of marshalling in the event of any sale hereunder of the Property or any part thereof or any interest therein. Further, Borrower hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Restated Mortgage on behalf of Borrower, and on behalf of each Person acquiring any interest in or title to the Property subsequent to the date of this Restated Mortgage and on behalf of all persons to the extent permitted by Legal Requirements.

Section 9.3 WAIVER OF NOTICE. Borrower shall not be entitled to any notices of any nature whatsoever from Lender except (a) with respect to matters for which this Restated Mortgage, the Restated Loan Agreement or any other Restated Loan Document, specifically and expressly provides for the giving of Notice by Lender to Borrower, and (b) with respect to matters for which Lender is required by any applicable law to give notice, and Borrower hereby expressly waives the right to receive any notice from Lender with respect to any matter for which this Restated Mortgage does not specifically and expressly provide for the giving of notice by Lender to Borrower.

Section 9.4 WAIVER OF STATUTE OF LIMITATIONS. Borrower hereby expressly waives and releases to the fullest extent permitted by Law, the pleading of any statute of limitations as a defense to payment and performance of the Obligations.

ARTICLE 10 - EXCULPATION

Section 10.1 EXCULPATION. Notwithstanding anything to the contrary contained in this Restated Mortgage, the liability of Borrower to pay the Obligations and for the performance of the other agreements, covenants and obligations contained herein and in the Restated Note, the Restated Loan Agreement and the other Restated Loan Documents shall be limited as set forth in Section 10.1 of the Restated Loan Agreement.

ARTICLE 11 - APPLICABLE LAW

Section 11.1 GOVERNING LAW. **(1) THIS MORTGAGE WAS NEGOTIATED IN THE STATE OF FLORIDA, AND MADE BY BORROWER AND ACCEPTED BY LENDER IN THE STATE OF FLORIDA, AND THE PROCEEDS OF THE RESTATED NOTE SECURED HEREBY ARE DEEMED TO HAVE BEEN DISBURSED FROM THE STATE OF FLORIDA, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED HEREBY, AND IN ALL RESPECTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS MORTGAGE AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICT LAWS) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA, EXCEPT THAT AT ALL TIMES THE PROVISIONS FOR THE CREATION, PERFECTION, AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT HERETO AND PURSUANT TO THE OTHER RESTATED LOAN DOCUMENTS WITH RESPECT TO THE PROPERTY SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF THE STATE IN WHICH THE PROPERTY IS LOCATED, IT BEING UNDERSTOOD THAT, TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, THE LAW OF THE STATE OF FLORIDA SHALL GOVERN THE CONSTRUCTION, VALIDITY AND ENFORCEABILITY OF ALL RESTATED LOAN DOCUMENTS AND ALL OF THE OBLIGATIONS ARISING HEREUNDER OR THEREUNDER. TO THE FULLEST EXTENT PERMITTED BY LAW, BORROWER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS MORTGAGE OR THE OTHER RESTATED LOAN DOCUMENTS.**

(2) ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST LENDER OR BORROWER ARISING OUT OF OR RELATING TO THIS MORTGAGE MAY AT LENDER'S OPTION BE INSTITUTED IN

ANY FEDERAL OR STATE COURT IN THE CITY OF MIAMI, COUNTY OF MIAMI-DADE, STATE OF FLORIDA AND BORROWER WAIVES ANY OBJECTIONS WHICH IT MAY NOW OR HEREAFTER HAVE BASED ON VENUE AND/OR FORUM NON CONVENIENS OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND BORROWER HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING.

ARTICLE 12 - DEFINITIONS

Section 12.1 GENERAL DEFINITIONS. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Restated Mortgage may be used interchangeably in singular or plural form and the word "Borrower" shall mean "each Borrower and any subsequent owner or owners of the Property or any part thereof or any interest therein," the word "Lender" shall mean "Lender and any successors and/or assigns," the word "Restated Note," shall mean "the Restated Note and any other evidence of indebtedness secured by this Restated Mortgage," the word "Property" shall include any portion of the Property and any interest therein, and the phrases "legal fees", "attorneys' fees" and "counsel fees" shall include any and all reasonable attorneys', paralegal and law clerk fees and disbursements, including, but not limited to, reasonable fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder.

Section 12.2 HEADINGS, ETC. The headings and captions of various Articles and Sections of this Restated Mortgage are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

Section 13.1 NO ORAL CHANGE. This Restated Mortgage and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower or Lender but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 13.2 LIABILITY. If Borrower consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several. This Restated Mortgage shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns forever.

Section 13.3 INAPPLICABLE PROVISIONS. If any term, covenant or condition of this Restated Mortgage or any other Restated Loan Document, is held to be invalid, illegal or unenforceable in any respect, the Restated Note and this Restated Mortgage or the other Restated Loan Documents, as the case may be, shall be construed without such provision.

Section 13.4 DUPLICATE ORIGINALS; COUNTERPARTS. This Restated Mortgage may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Restated Mortgage may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Restated Mortgage. The failure of any party hereto to execute this Restated Mortgage, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

Section 13.5 NUMBER AND GENDER. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 13.6 NOTICE. All notices required or permitted under this Restated Mortgage shall be given and be effective in accordance with Section 11 of the Restated Loan Agreement.

ARTICLE 14 - [INTENTIONALLY OMITTED]

ARTICLE 15 - STATE SPECIFIC PROVISIONS

Section 15.1 INCONSISTENCIES. In the event of any inconsistencies between the terms and conditions of this Article 15 and the other provisions of this Restated Mortgage, the terms and conditions of this Article 15 shall control and be binding.

Section 15.2 FUTURE ADVANCES. Borrower acknowledges that the intent hereof to secure payment of the Obligations and the performance of all obligations under the Restated Note and the Obligations whether the entire amount shall have been advanced to the Borrower at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the indebtedness secured hereby under the terms of this Restated Mortgage. The total amount of the principal indebtedness secured hereby may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed an amount equal to FORTY-FIVE MILLION NINE HUNDRED THOUSAND AND 00/100 DOLLARS ($45,900,000.00) in principal, plus interest thereon and any disbursements made for the payment of taxes, levies, or insurance on the property with interest thereon. This Restated Mortgage shall secure any and all additional or further monies which may be advanced by Lender to the Borrower after the date hereof, which future advances of money, if made, may be evidenced by a note or notes executed by the Borrower to the Lender bearing such rate of interest and with such maturities as shall be determined from time to time, but any and all such future advances secured by this Restated Mortgage shall be made not more than twenty (20) years after the date hereof. Nothing herein contained shall be deemed an obligation on the part of the Lender to make any future advances.

Section 15.3 CONFLICTING PROVISIONS. The provisions of this Article are intended to supplement, and not limit, the other provisions of this Restated Mortgage; provided, however, that in the event the provisions of this Article contradict any other provision of this Restated Mortgage, the provisions of this Article shall govern.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Restated Mortgage has been executed by Borrower the day and year first above written.

BORROWER:

ALTIS CARDINAL 901, LLC, a Florida limited liability company

By: ______________________________
Francisco Guerra, its Manager

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 1st day of March, 2024, by Francisco Guerra, as Manager of ALTIS CARDINAL 901, LLC, a Florida limited liability company, on behalf of the company, who [X] is personally known to me or [ ] has produced a ______________________________ as identification.

JOSE MANUEL TORRES
MY COMMISSION # HH 199534
EXPIRES: February 28, 2026
Bonded Thru Notary Public Underwriters
NOTARY PUBLIC STATE OF FLORIDA

____
Print Name: JOSE MANUEL TORRES
Notary Public, State of Florida
Commission No.: HH 199534
My Commission Expires: FEB. 28 2026

EXHIBIT A

(Legal Description of Land)

Lots 1, 2, 3, 17, 18, 19, 20, 21 and 22, of Block 8, REVISED PLAT OF CORAL GABLES DOUGLAS SECTION, according to the Plat thereof, as recorded in Plat Book 25 at Page 69 of the Public Records of Miami-Dade County, Florida.

CFN: 20240168427 BOOK 34118 PAGE 3490
DATE:03/05/2024 08:25:30 AM
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

Prepared by and
when recorded return to:

Joseph A. Probasco, Esq.
Bush Ross, P.A.
1801 N. Highland Avenue
Tampa, Florida 33602

ASSIGNMENT OF LOAN AND LOAN DOCUMENTS

This Assignment of Loan and Loan Documents (the "Assignment") is entered into effective as of the 1st day of March, 2024, by and between TRUIST BANK, a North Carolina banking corporation, successor by merger to SunTrust Bank ("Assignor"), with an address of 201 Alhambra Circle, Suite 1402, Coral Gables, Florida 33134, and FOURSHORE FIVE - 901, LLC, a Florida limited liability company ("Assignee"), with an address of 901 Ponce De Leon Boulevard, Suite 700, Coral Gables, Florida 33134.

RECITALS

A. Assignor has made a loan in the original principal amount of up to $27,300,000.00 (the "Loan") to ALTIS CARDINAL 901, LLC, a Florida limited liability company ("Borrower").

B. The Loan and the loan documents evidencing, securing or otherwise relating to the Loan (collectively, the "Loan Documents") are described in **Exhibit A** attached hereto and incorporated herein by this reference.

C. Assignor has agreed to sell the Loan and the Loan Documents to Assignee and Assignee has agreed to purchase the Loan and the Loan Documents from Assignor, on the terms and conditions set forth in this Assignment.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. In consideration of the payment by Assignee to Assignor of an amount equal to the outstanding principal balance of the Loan, plus interest, fees and expenses, Assignor hereby assigns, sets over, transfers and assigns unto Assignee, on an *"AS-IS, WHERE-IS" BASIS, WITH ALL FAULTS, WITHOUT RECOURSE OR WARRANTY OF ANY KIND WHATSOEVER,* except as otherwise set forth in this Assignment, all of Assignor's right, title and interest to the Loan and the Loan Documents, together with all liens, security interests, assignments, covenants, agreements, rights, benefits and privileges of Assignor thereunder. Assignee hereby accepts the foregoing assignment. Assignor and Assignee agree to execute such further instruments (including, without limitation, note endorsements, assignments of mortgages and assignments of financing statements) as may be necessary or appropriate to fully effectuate

the foregoing assignment. Assignee acknowledges and agrees that it has been given the opportunity to inspect the Loan Documents and collateral relating thereto and that it is relying on its own investigation and not on any information provided by Assignor or its employees or agents.

2. Assignor hereby represents and warrants to Assignee that: (i) Assignor is the holder of the promissory note evidencing the Loan, as described in **Exhibit A** attached hereto (the "Note"), and has the power and authority to transfer the Note and the other Loan Documents to Assignee; and (ii) the outstanding principal balance of the Loan as of March 1, 2024 is Twenty-Two Million One Hundred Ninety-One Thousand Two Hundred Seventy-Six and 63/100 Dollars ($22,191,276.63).

3. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. This Assignment shall be construed under and governed by the laws of the State of Florida without respect to its choice of law provisions. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof and both of which when taken together shall constitute one and the same document.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized representatives as of the date first above written.

ASSIGNOR:

TRUIST BANK

By:______________________________
Print Name: Gregory Viejo
Title: Managing Director, Wealth Advisor

Address:

201 Alhambra Circle, Suite 1402
Coral Gables, Florida 33134

STATE OF FLORIDA
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of (check one) ☑ physical presence or ☐ online notarization, this 21st day of February, 2024, by Gregory Viejo, as the Managing Director, Wealth Advisor of TRUIST BANK, a North Carolina banking corporation, on behalf of the bank, who (check one) ☐ is personally known to me OR ☑ produced a FL Dr. Lic Driver's License as identification.

____
Notary Signature

(NOTARY SEAL)

NOTARY PUBLIC STATE OF FLORIDA
HERNAN M. ARITA
Commission # HH 020951
Expires July 20, 2024
Bonded Thru Budget Notary Services

____
(Type, Stamp or Print Name)

NOTARY PUBLIC
State and County Aforesaid
My Commission Expires: July 20, 2024

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized representatives as of the date first above written.

ASSIGNEE:

FOURSHORE FIVE - 901, LLC

By:________________________________
Print Name: José A. Costa, III
Title: Manager

Address:

901 Ponce De Leon Boulevard, Suite 700
Coral Gables, Florida 33134

STATE OF FLORIDA
COUNTY OF Miami - Dade

The foregoing instrument was acknowledged before me by means of (check one) ☒ physical presence or ☐ online notarization, this 15 day of February, 2024, by Jose A. Costa, III, as the Manager of FOURSHORE FIVE - 901, LLC, a Florida limited liability company, on behalf of the company, who (check one) ☒ is personally known to me OR ☐ produced a _______________ Driver's License as identification.

JOSE MANUEL TORRES
MY COMMISSION # HH 199534
EXPIRES: February 28, 2026
Bonded Thru Notary Public Underwriters
NOTARY PUBLIC STATE OF FLORIDA

____
Notary Signature

JOSE MANUEL TORRES
(Type, Stamp or Print Name)

NOTARY PUBLIC
State and County Aforesaid
My Commission Expires: Feb 28 2026

EXHIBIT A
LOAN DOCUMENTS

1. **Promissory Note** dated as of October 31, 2018 in the original principal amount of up to $27,300,000.00 by Borrower in favor of SunTrust Bank n/k/a Truist Bank.
2. **Term Loan Agreement** dated as of October 31, 2018 by and between Borrower and SunTrust Bank n/k/a Truist Bank, as amended by that certain **First Amendment to Term Loan Agreement**, together with **Addendum to Loan Agreement (Term SOFR)**, dated October 31, 2023 by and between Borrower and Truist Bank.
3. **Amendment to Loan Documents** dated as of February 23, 2023 by and between Borrower and Truist Bank.
4. **Mortgage, Assignment of Rents, Security Agreement and Fixture Filing** dated as of October 31, 2018 by Borrower in favor of SunTrust Bank n/k/a Truist Bank, and recorded November 7, 2018 as Instrument Number 20180679713, Public Records of Miami-Dade County, Florida, as thereafter modified by that certain **Modification of Mortgage, Assignment of Rents, Security Agreement and Fixture Filing and Assignment of Leases and Rents** dated as of October 31, 2023, and recorded November 9, 2023 as Instrument Number 20230808499, Public Records of Miami-Dade County, Florida.
5. **Assignment of Leases and Rents** dated as of October 31, 2018 by Borrower in favor of SunTrust Bank n/k/a Truist Bank, and recorded November 7, 2018 as Instrument Number 20180679714, Public Records of Miami-Dade County, Florida, as thereafter modified by that certain **Modification of Mortgage, Assignment of Rents, Security Agreement and Fixture Filing and Assignment of Leases and Rents** dated as of October 31, 2023, and recorded November 9, 2023 as Instrument Number 20230808499, Public Records of Miami-Dade County, Florida.
6. **Environmental Indemnification Agreement** dated as of October 31, 2018 by Borrower and the guarantors set forth on the signature page thereto in favor of SunTrust Bank n/k/a Truist Bank.
7. **Guaranty Agreement** dated October 31, 2018 by ALTIS CARDINAL, LLC, a Florida limited liability company, in favor of SunTrust Bank n/k/a Truist Bank.
8. **Guaranty Agreement** dated October 31, 2018 by ALBERTO JAIME SUAREZ and MARGARITA COSTA SUAREZ, husband and wife, in favor of SunTrust Bank n/k/a Truist Bank.
9. **Guaranty Agreement** dated October 31, 2018 by JOSE IGNACIO SMITH and MARIA COSTA SMITH, husband and wife, in favor of SunTrust Bank n/k/a Truist Bank.
10. **Guaranty Agreement** dated October 31, 2018 by JOSE ANTONIO COSTA III and NICOLE MARIA COSTA, husband and wife, in favor of SunTrust Bank n/k/a Truist Bank.
11. **Guaranty Agreement** dated October 31, 2018 by EDUARDO CARLOS COSTA, an individual, in favor of SunTrust Bank n/k/a Truist Bank.
12. **Reaffirmation Agreement** dated October 31, 2023 by ALTIS CARDINAL, LLC, a Florida limited liability company; ALBERTO JAIME SUAREZ and MARGARITA COSTA SUAREZ, husband and wife; JOSE IGNACIO SMITH and MARIA COSTA SMITH, husband and wife; JOSE ANTONIO COSTA III and NICOLE MARIA COSTA, husband and wife; and EDUARDO CARLOS COSTA, an individual, in favor of Truist Bank.
13. **Old Republic National Title Insurance Company Loan Policy No. MF6-4136762**.

Detail by Entity Name

Florida Limited Liability Company
FOURSHORE FIVE - 901, LLC

Filing Information

Document Number	L24000050044
FEI/EIN Number	99-1043272
Date Filed	01/26/2024
State	FL
Status	ACTIVE

Principal Address

901 PONCE DE LEON BLVD STE 700
CORAL GABLES, FL 33134

Mailing Address

901 PONCE DE LEON BLVD STE 700
CORAL GABLES, FL 33134

Registered Agent Name & Address

TORRES, JOSE M
901 PONCE DE LEON BLVD STE 700
CORAL GABLES, FL 33134

Authorized Person(s) Detail

Name & Address

Title MGR

COSTA III, JOSE A
901 PONCE DE LEON BLVD STE 700
CORAL GABLES, FL 33134

Annual Reports

Report Year	Filed Date
2025	04/08/2025

Document Images

04/08/2025 -- ANNUAL REPORT	View image in PDF format
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