

This Instrument Was Prepared By,  
Patricia K. Green, Esq.  
Stearns Weaver Miller Weissler  
Alhadeff & Sitterson, P.A.  
150 West Flagler St., Suite 2200  
Miami, Florida 33130

Return to:  
Lynn Solomon, Esq.  
Assistant City Attorney  
Fort Lauderdale Community  
Redevelopment Agency  
100 North Andrews Avenue  
Fort Lauderdale, Florida

\*Note to Clerk: This Mortgage secures guaranty obligations which are contingent in nature and not capable of being reduced to a sum certain. Pursuant to Section 12B-4.054(4), F.A.C., and *West Flagler Associates, Ltd., v. Department of Revenue, 633 So. 2d 555 (1994)*, respectively, this Mortgage is exempt from the imposition of Documentary Stamp Tax and Non-Recurring Intangibles Tax

### MORTGAGE AND SECURITY AGREEMENT

**THIS MORTGAGE** (herein "Instrument") is made this 4 day of April, 2019, between 613 NW 3<sup>RD</sup> AVE, LLC, a Florida limited liability company, whose address is 414 North Andrews Avenue, Fort Lauderdale, FL 33301 (herein "Mortgagor"), and Fort Lauderdale Community Redevelopment Agency, a public body corporate and politic of the State of Florida created pursuant to Part III, Chapter 163, Florida Statutes whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301 (herein "Mortgagee").

**WHEREAS**, Mortgagor has executed and delivered to Mortgagee that certain Guaranty of Performance dated on even date herewith (herein "Guaranty").

**TO SECURE TO MORTGAGEE** (a) the obligations evidenced by the Guaranty, and (b) the performance of the covenants and agreements of Mortgagor herein contained, Mortgagor does hereby mortgage grant, convey and assign to Mortgagee the real property more particularly described in Exhibit "A" attached hereto and by reference made a part hereof.

**TOGETHER WITH** all buildings, improvements, and tenements now or hereafter erected on such real property, and all heretofore or hereafter vacated alleys and streets abutting the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, and all fixtures, machinery, equipment, building materials, appliances and goods of every nature

whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the property and related machinery and equipment; all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real property covered by this Instrument; and all of the foregoing, together with the real property described in Exhibit "A" are herein referred to as the "Property."

Mortgagor covenants that Mortgagor is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant, convey and assign the Property, that the Property is unencumbered, and that Mortgagor will warrant and defend generally the title to the Property against all claims and demands.

Mortgagor and Mortgagee covenant and agree as follows:

1. **PERFORMANCE OF GUARANTY OBLIGATIONS.** Mortgagor shall promptly perform the obligations evidenced by the Guaranty.
2. **CHARGES; LIENS.** Mortgagor shall pay all water and sewer rates, taxes, assessments, premiums, and other impositions attributable to the Property. Mortgagor shall promptly discharge any lien which has, or may have, priority over or equality with, the lien of this Instrument, and Mortgagor shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property. Without Mortgagee's prior written permission, Mortgagor shall not allow any lien inferior to this Instrument to be perfected against the Property.
3. **HAZARD INSURANCE.** Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured by carriers and in such amounts as shall be required by the Senior Mortgagee (as hereinafter defined) against casualties and liabilities.

All insurance policies and renewals thereof shall include a standard mortgage clause in favor of and in form acceptable to Mortgagee. Mortgagor shall promptly furnish to Mortgagee all renewal notices and all receipts of paid premiums. At least thirty days prior to the expiration date of a policy, Mortgagor shall deliver to Mortgagee a renewal policy in form satisfactory to Mortgagee.

In the event of loss, Mortgagor shall give immediate written notice to the insurance carrier and to Mortgagee. Subject to the rights of the Senior Mortgagee, Mortgagor hereby authorizes and empowers Mortgagee as attorney-in-fact for Mortgagor to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies. Insurance proceeds shall be applied as provided in the Senior Mortgage ((as hereinafter defined)).

4. **PRESERVATION AND MAINTENANCE OF PROPERTY.** Mortgagor (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall not abandon the Property, (c) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original condition, or such other condition as Mortgagee may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (d) shall keep the Property, including improvements, fixtures, equipment, machinery and appliances thereon

in good repair and shall replace fixtures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair, (e) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property, (f) shall provide for professional management of the Property by a property manager reasonably satisfactory to Mortgagee pursuant to a contract approved by Mortgagee in writing, unless such requirement shall be waived by Mortgagee in writing, (g) shall generally operate and maintain the Property in a manner to ensure maximum rentals consistent with the Restrictive Covenant Agreement of even date herewith, and (h) shall give notice in writing to Mortgagee of and, unless otherwise directed in writing by Mortgagee, appear in and defend any action or proceeding purporting to affect the Property, the security of this Instrument or the rights or powers of Mortgagee. Neither Mortgagor nor any tenant or other person shall remove, demolish or alter any improvement now existing or here after erected on the Property or any fixture, equipment, machinery or appliance in or on the Property except when incident to the replacement of fixtures, equipment, machinery and appliances with items of like kind.

5. **USE OF PROPERTY.** Unless required by applicable law or unless Mortgagee has otherwise agreed in writing, Mortgagor shall not allow changes in the use for which all or any part of the Property was intended at the time this Instrument was executed. Mortgagor shall not initiate or acquiesce in a change in the zoning classification of the Property without Mortgagee's prior written consent.

6. **INSPECTION.** Mortgagee may make or cause to be made reasonable entries upon and in inspections of the Property during business hours and upon not less than 48 hours advance notice.

7. **BOOKS AND RECORDS.** Mortgagor shall keep and maintain at all times at Mortgagor's address stated below, or such other place as Mortgagee may approve in writing, complete and accurate books of account and records adequate to reflect correctly the results of the operation of the Property and copies of all written contracts, leases and other instruments which affect the Property. Such books, records, contracts, leases and other instruments shall be subject to examination and inspection by Mortgagee during business hours and upon not less than 48 hours advance notice.

8. **CONDEMNATION.** Mortgagor shall promptly notify Mortgagee of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, and Mortgagor shall appear in and prosecute any such action or proceeding unless otherwise directed by Mortgagee in writing. Subject to the rights of the Senior Mortgagee, Mortgagor authorizes Mortgagee, at Mortgagee's option, as attorney-in-fact for Mortgagor, to commence, appear in and prosecute, in Mortgagee's or Mortgagor's name, any action or proceeding relating to any condemnation or other taking of the Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, or for conveyances in lieu of condemnation, shall be applied as provided in the Senior Mortgage.

9. **FORBEARANCE BY MORTGAGEE NOT A WAIVER.** Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The procurement of insurance or the

payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to exercise any of the various rights or remedies herein provided, including but not limited to the foreclosure of the Mortgage, and cumulatively all other rights, options, and privileges provided by law or in equity.

10. **ESTOPPEL CERTIFICATE.** Mortgagor shall within ten days of a written request from Mortgagee furnish Mortgagee with a written statement, duly acknowledged, setting forth the obligations secured by this Instrument and any right of counterclaim or other defense which exists against the performance of the obligations of this Instrument.

11. **UNIFORM COMMERCIAL CODE SECURITY AGREEMENT.** This Instrument is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Mortgagor hereby grants Mortgagee a security interest in said items. Any reproduction of this Instrument or of any other security agreement or financing statement shall be sufficient as a financing statement. Without the prior written consent of Mortgagee, Mortgagor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and additions thereto. Upon Mortgagor's breach of any covenant or agreement of Mortgagor contained in this Instrument, including the covenants to pay when due all sums secured by this Instrument, Mortgagee shall have the remedies of a secured party under the Uniform Commercial Code and, at Mortgagee's option, may also invoke the remedies provided in paragraph 20 of this Instrument as to such items. In exercising any of said remedies, Mortgagee may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Mortgagee's remedies under the Uniform Commercial Code or of the remedies provided in paragraph 20 of this Instrument.

12. **REMEDIES CUMULATIVE.** Each remedy provided in this Instrument is distinct and cumulative to all other rights or remedies under this Instrument or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.

13. **TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN MORTGAGOR; ASSUMPTION.** On sale or transfer of (i) all or any part of the Property, or any interest therein, or (ii) beneficial interests in Mortgagor in excess of fifty percent (50%) in the aggregate, Mortgagee may, at Mortgagee's option, invoke any remedies permitted by paragraph 20 of this Instrument.

14. **NOTICE.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Instrument or in the Guaranty shall be given by mailing such notice by certified mail addressed to Mortgagor at Mortgagor's address stated below or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Instrument or in the Guaranty shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

15. **SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; AGENTS; CAPTIONS.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and Mortgagor. All covenants and agreements of Mortgagor shall be joint and several. In exercising any rights hereunder or taking any actions provided for herein, Mortgagee may act through its employees, agents or independent contractors as authorized by Mortgagee. The captions and headings of the paragraphs of this Instrument are for convenience only and are not to be used to interpret or define the provisions hereof.

16. **GOVERNING LAW; SEVERABILITY.** This Instrument shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this Instrument or the Guaranty conflicts with applicable law, such conflict shall not affect other provisions of this Instrument or the Guaranty which can be given effect without the conflicting provisions, and to this end the provisions of this Instrument and the Guaranty are declared to be severable.

17. **WAIVER OF STATUTE OF LIMITATIONS.** Mortgagor hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Instrument or to any action brought to enforce the Guaranty or any other obligation secured by this Instrument.

18. **WAIVER OF MARSHALLING.** Notwithstanding the existence of any other security interests in the Property held by Mortgagee or by any other party, Mortgagee shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies provided herein. Mortgagee shall have the right to determine the order in which any or all portions of the obligations secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Mortgagor, any party who consents to this Instrument and any party who now or hereafter acquires a security interest in the Property and who has actual or constructive notice hereof hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

19. **ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; MORTGAGEE IN POSSESSION.** Mortgagor hereby absolutely and unconditionally assigns and transfers to Mortgagee all the rents and revenues of the Property, including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable. Mortgagor hereby authorizes Mortgagee or Mortgagee's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Mortgagee or Mortgagee's agents; provided, however, that prior to written notice given by Mortgagee to Mortgagor of the breach by Mortgagor of any covenant or agreement of Mortgagor in this Instrument, Mortgagor shall collect and receive all rents and revenues of the Property as trustee for the benefit of Mortgagee and Mortgagor, to apply the rents and revenues so collected to the sums secured by this Instrument, with the balance, so long as no such breach has occurred, to the account of Mortgagor, it being intended by Mortgagor and Mortgagee that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Mortgagee to Mortgagor of the breach by Mortgagor of any covenant or agreement of Mortgagor in this Instrument, and without the necessity of Mortgagee entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Mortgagee shall

immediately be entitled to possession of all rents and revenues of the Property as specified in this paragraph as the same become due and payable, including but not limited to rents then due and unpaid, and all such rents shall immediately upon delivery of such notice be held by Mortgagor as trustee for the benefit of Mortgagee only; provided, however, that the written notice by Mortgagee to Mortgagor of the breach by Mortgagor shall contain a statement that Mortgagee exercises its rights to such rents. Mortgagor agrees that commencing upon delivery of such written notice of Mortgagor's breach by Mortgagee to Mortgagor, each tenant of the Property shall make such rents payable to and pay such rents to Mortgagee or Mortgagee's agents on Mortgagee's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Mortgagor.

Upon Mortgagor's breach of any covenant or agreement of Mortgagor in this Instrument, Mortgagee may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Mortgagee's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Instrument. In the event Mortgagee elects to seek the appointment of a receiver for the Property upon Mortgagor's breach of any covenant or agreement of Mortgagor in this Instrument, Mortgagor hereby expressly consents to the appointment of such receiver. Mortgagee or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

Any entering upon and taking and maintaining of control of the Property by Mortgagee or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Mortgagee under applicable law or provided herein. This assignment of rents of the Property shall terminate at such time as this Instrument ceases to secure Mortgagee's obligations under the Guaranty.

20. **REMEDIES.** Upon Mortgagor's breach of any covenant or agreement of Mortgagor in this Instrument, Mortgagee at Mortgagee's option may foreclose this Instrument by judicial proceeding and may invoke any other remedies permitted by applicable law or provided herein.

21. **RELEASE.** Upon performance of all obligations secured by this Instrument and the Guaranty, Mortgagee shall cancel this Instrument. Mortgagor shall pay Mortgagee's reasonable costs incurred in canceling this Instrument.

22. **ENVIRONMENTAL HAZARDS.** In addition to Mortgagor's covenants and agreements under paragraph 4 hereof, Mortgagor further covenants and agrees that Mortgagor shall not (a) cause or permit the presence, use, generation, manufacture, production, processing, installation, release, discharge, storage (including above- and under-ground storage tanks for petroleum or petroleum products, but excluding small containers of gasoline used for maintenance equipment or similar purposes), treatment, handling, or disposal of any Hazardous Materials on, under, in or about the Property, or in any way affecting the Property or which may form the basis for any present or future

claim, demand or action seeking cleanup of the Property, or the transportation of any Hazardous Materials to or from the Property, or (b) cause or exacerbate any occurrence or condition on the Property that is or may be in violation of Hazardous Materials Law. Mortgagor shall take all appropriate steps to secure compliance by all tenants and subtenants on the Property with Mortgagor's covenants and agreements in this paragraph.

Mortgagor hereby agrees to indemnify and hold Mortgagee harmless from all loss, cost, damage, claim and expense incurred by Mortgagee on account of (i) the violation of any representation, warranty or covenant set forth in this paragraph, (ii) Mortgagor's failure to perform any obligations of this paragraph, (iii) the failure of Mortgagor or the Property to fully comply with all environmental laws, rules and regulations, or with all occupational health and safety laws, rules and regulations, or (iv) any other matter related to environmental conditions on, under or affecting the Loan, the exercise of any right or remedy under any Loan Document, and any subsequent sale or transfer of the Property. Such indemnity shall not apply to Hazardous Materials first introduced onto the Property following the satisfaction of this Instrument or the transfer of title by foreclosure or deed in lieu thereof.

Mortgagor further agrees at all times to comply fully and in a timely manner with, and to cause all employees, agents, contractors, and subcontractors of Mortgagor and any other persons occupying or present on the Property to so comply with (a) any program of operations and maintenance (O&M) relating to the Property that is required by Mortgagee with respect to one or more Hazardous Materials, and (b) all applicable federal, state, and local laws, regulations, guidelines, codes, and other legal requirements relating to the generation, use, handling, storage, treatment, transport, and disposal of any Hazardous Materials now or hereafter located or present on or under the Property.

Mortgagor shall promptly notify Mortgagee in writing of: (a) any enforcement, cleanup, removal or other governmental or regulatory action, investigation, notice or any other proceeding instituted, completed or threatened in connection with any Hazardous Materials; (b) any suit, cause of action, or any other claim made or threatened by any third party against Mortgagor or the Property relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials; and (c) Mortgagor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause all or any portion of the Property to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under Hazardous Materials Law. The provisions of the preceding sentence shall be in addition to any and all other obligations and liabilities that Mortgagor may have to Mortgagee under applicable law.

The term "Hazardous Materials," for purposes of this paragraph, includes petroleum and petroleum products (excluding a small quantity of gasoline used in maintenance equipment on the Property), flammable explosives, radioactive materials (excluding radioactive materials in smoke detectors), polychlorinated biphenyls, asbestos in any form that is or could become friable, hazardous waste, toxic or hazardous substances or other related materials whether in the form of a chemical, element, compound, solution, mixture or otherwise including, but not limited to, those materials defined as "hazardous substances," "extremely hazardous substances," "hazardous chemicals," "hazardous materials," "toxic substances," "toxic chemicals," "air pollutants," "toxic pollutants,"

“hazardous wastes,” “extremely hazardous waste,” or “restricted hazardous waste” by Hazardous Materials Law.

The term “Hazardous Materials Law,” for the purposes of this paragraph, means any federal, state, or local law, ordinance or regulation or any court judgment applicable to Mortgagor or to the Property relating to industrial hygiene or to environmental or unsafe conditions including, but not limited to, those relating to the generation, manufacture, storage, handling, transportation, disposal, release, emission or discharge of Hazardous Materials, those in connection with the construction, fuel supply, power generation and transmission, waste disposal or any other operations or processes relating to the Property, and those relating to the atmosphere, soil, surface and ground water, wetlands, stream sediments and vegetation on, under, in or about the Property. “Hazardous Materials Law” also shall include, but not be limited to, the Comprehensive Environmental Response, Compensation and Liability Act, the Emergency Planning and Community Right-to-Know Act of 1986, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Solid Waste Disposal Act, the Clean Water Act, the Clean Air Act, the Toxic Substance Control Act, the Safe Drinking Water Act and the Occupational Safety and Health Act, and all regulations adopted in respect to the foregoing laws.

**23. MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** This Mortgage constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage and supersedes all prior understandings and correspondence, oral or written, with respect to the subject matter hereof. No alteration or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bond by the alteration or amendment.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Mortgagee in any capacity, without the written consent of Mortgagee.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provisions cannot be so modified, it shall be stricken and all other provision of this Mortgage in all other respects shall remain valid and enforceable.

**24. WAIVER OF TRIAL BY JURY.** MORTGAGOR AND MORTGAGEE (BY ACCEPTANCE OF THIS INSTRUMENT) HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS MORTGAGE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH



THIS MORTGAGE, THE GUARANTY, OR ANY OTHER LOAN DOCUMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO OR TO ANY LOAN DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGOR AND MORTGAGEE ENTERING INTO THE SUBJECT LOAN TRANSACTION.

25. **Subordinate Mortgage.** This Instrument is subject and subordinate and subject to the lien of that certain mortgage (the "Senior Mortgage") of even date herewith, made by Mortgagor in favor of City National Bank (the "Senior Mortgagee") to recorded prior to this Instrument in the Public Records of Broward County, Florida, securing a Promissory Note in the principal sum of \$19,274,000. With respect to the Senior Mortgage:

(a) The Mortgagor covenants and agrees to comply with all of the terms and conditions of the Senior Mortgage.


(b) Nothing contained herein shall be construed to require Mortgagee to perform Mortgagor's covenants in the Senior Mortgage.

(c) Mortgagor agrees promptly to forward copies of any and all notices received from the Senior Mortgagee to Mortgagee.


**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF**, Mortgagor has executed and sealed this Instrument or has caused the same to be executed and sealed by its representatives thereunto duly authorized.

Signed, sealed and delivered in the presence of:

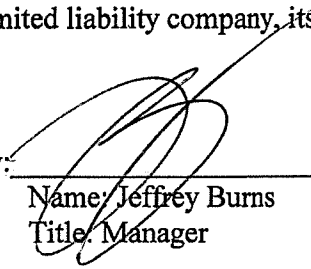
  
Print Name: Nicholas Koz

613 NW 3<sup>rd</sup> Ave, LLC, a Florida limited liability company

  
Print Name: Micayla Oniskey

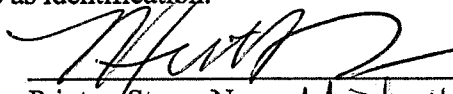
By: The Six13 Developer, LLC, a Florida limited liability company, its manager

By: 613 Developer AFCO LLC, a Florida limited liability company, its manager

By:   
Name: Jeffrey Burns  
Title: Manager

STATE OF FLORIDA       )  
  ) SS:  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of April, 2019, by Jeffrey Burns, as Manager of 613 Developer AFCO, LLC, the manager of The Six13 Developer, LLC, as the Manager of 613 NW 3rd AVE, LLC, a Florida limited liability company. He is personally known to me or has produced a valid driver's license as identification.

  
Print or Stamp Name: Michelle A Rice  
Notary Public, State of Florida at Large  
Commission No.: GG 159518  
My Commission Expires: 11-13-2021

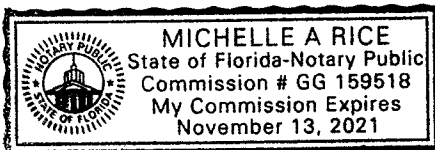


Exhibit A

LOTS 17, 18, 19, 20, 21, 22, 23, 26, 27, 28, 29, 30, 31 and 32, BLOCK 322, of Progresso, according to the Plat thereof, as recorded in Plat Book 2, Page 18, of the Public Records of Miami-Dade County, Florida; together with Lot 25, Block 322, Less that portion thereof described as follows:

Begin at the Southeast corner of said Lot 25; thence go Westerly 135.0 feet along the South line thereof to the Southwest corner of said Lot 25; thence Northerly along the West line thereof 22.55 feet (22.50 feet calculated) to the tangent point of a circular arc having a radius of 10 feet and being concave to the Northeast; thence Southerly to Easterly along said arc 15.71 feet through a central angle of 90 degrees 00' to the end of said arc; thence Easterly and tangent to said arc along a line being 35 feet North of and parallel to the South boundary of the North 1/2 of Section 3, Township 50 South, Range 42 East, 125.0 feet to the East line of said Lot 25; thence Southerly 12.60 feet (12.50 feet calculated) along said East line to the Point of Beginning.

All Being in Block 322 of Progresso, according to the Plat thereof, recorded in Plat Book 2, at Page 18, of the Public Records of Miami-Dade County, Florida, said lands lying and being in Broward County, Florida.