



MEMORANDUM

AGENDA ITEM # V.A

DATE: NOVEMBER 13, 2023

TO: COUNCIL MEMBERS

FROM: STAFF

SUBJECT: SFRPC REVOLVING LOAN FUNDS STATUS REPORT

The South Florida Regional Planning Council Revolving Loan Program has historically served the needs of businesses that are not entirely served by conventional lenders, with an emphasis on applicants who have been denied credit by a conventional lender. As such, the Council's RLF loans are considered riskier than conventional loans. The Loan Administration Board may charge a higher interest rate to a particular borrower depending on the risk factors of that loan. In addition, most loan payments are due on the first day of each month until maturity.

Attached for your review is the Revolving Loan Fund Status Report. In reviewing the attached status report, please note that the borrowers' loan agreements provide a fifteen (15) day grace period in which they can make their payments without a five percent late charge penalty. This status report is generated fifteen (15) days prior to the end of the month. Council staff routinely makes phone calls and sends past due notices to past due accounts after ten (10) and fifteen (15) days.

The Council policy on loan amounts and the structure of the loans for each loan program is:

"Loan amounts may range from \$25,000 to \$500,000. Borrowers seeking more than one loan may not exceed \$500,000 in aggregate. Loans may be used for funding up to 100 percent of a project, provided that bank or conventional financing is unavailable, and that equity is nonexistent or is otherwise needed for cash flow. In cases where limited financing from a private/traditional source is available, loans can be used as supplemental or "second mortgage" funds. Second positions on collateral may be acceptable so long as the prior lien holder is a lending institution."

Please find attached Legal Counsel's South Florida Regional Planning Council ("SFRPC") / Revolving Loan Fund report on legal action that has been taken to collect on delinquent accounts.



South Florida Regional Planning Council
1 Oakwood Boulevard, Suite 250, Hollywood, Florida 33020
954.924.3653 Phone, 954.924-3654 FAX
www.sfregionalcouncil.org

Payment Status Report

Traditional RLF Payment Status Report

Loan	Company /Borrower	Amount	Disbursed	Pmts	Rate	Last Activity	Last Balance	Paid Thru	Days Late	Last Activity	Next Pay Due	Loan Date	Maturity Date	Board Action
1022	VOA CORPORATION	300,000.00	300,000.00	240	7.0	3,343.55	284,153.53	10/15/23	0	10/24/23	11/15/23	01/08/04	09/01/39	performing
1023	CECIL'S DESIGNERS UNLIMITED	301,586.50	301,586.50	120	5.0	350.00	161,715.88	10/01/23	0	10/02/23	11/01/23	07/19/06	03/01/29	performing
1034	CORNERSTONE PAVING, INC.	300,000.00	300,000.00	120	5.0	250.00	260,365.24	09/01/23	30	10/19/23	10/01/23	12/21/06	11/15/28	performing
1039	24 HOUR AIR SERVICE, INC.	125,000.00	125,000.00	84	5.0	500.00	120,082.53	10/01/23	30	10/24/23	11/01/23	11/24/08	12/31/15	performing
1040	PARAMOUNT BROADCASTING COMMUNICATION, LLC	200,000.00	200,000.00	84	5.0	1,472.32	64,839.01	10/01/23	0	10/02/23	11/01/23	02/02/09	08/01/28	performing
3024	BROADWAY PLACE, INC	189,043.88	189,043.88	144	0.0	500.00	98,000.00	10/01/23	0	10/13/23	11/01/23	07/26/99	12/01/16	Default Final Judgment
4008	MUSCLE & WRENCH FITNESS EQUIPMENT SERVICE, INC.	300,000.00	300,000.00	0	5.0	750.00	160,200.17	10/12/23	0	10/12/23	11/12/23	07/31/09	03/31/39	performing
4018	ANGELA L. DAWSON, P.A.	150,000.00	150,000.00	84	6.0	(465.00)	144,598.41	12/01/15	2,830	10/22/20	01/01/16	07/12/13	08/01/20	In Litigation - Refer to RLF Status Report
4024	SHERYL R. FACEY M.D., P.A.	235,000.00	235,000.00	240	5.0	1,600.00	159,680.97	08/01/23	30	08/28/23	09/01/23	04/16/14	05/01/26	performing
4027	Sabores del Peru, LLC	149,500.00	149,500.00	120	5.0	1,590.98	52,376.77	10/01/23	0	10/02/23	11/01/23	12/15/15	12/15//25	performing
4028	Sunrise City Community Housing Development 2747	75,000.00	75,000.00	1	0.0	765.03	74,994.72	04/01/19	1,614	04/12/19	05/01/19	11/17/16	09/30/19	Default - collateral workout
4029	Sunrise City Community Housing Development 2843	75,000.00	75,000.00	1	0.0	803.02	75,000.00	04/01/19	1,614	04/12/19	05/01/19	12/14/16	09/30/19	Default - collateral workout
4031	DANNY JELACA INC	332,972.82	332,972.82	111	6.5	2,000.00	321,849.33	10/01/23	0	10/02/23	11/01/23	09/28/17	08/01/28	performing
4032	HIGHWAY STRIPING, INC.	300,000.55	300,000.55	120	7.0	3,577.27	194,009.58	10/01/23	0	10/02/23	11/01/23	10/24/18	11/01/28	performing
4033	Angelo P. Thrower M.D.	254,999.57	254,999.57	84	7.0	250.00	187,832.65	10/15/23	0	10/12/23	11/15/23	10/25/18	10/25/25	performing

Loan	Company /Borrower	Amount	Disbursed	Pmts	Rate	Last Activity	Last Balance	Paid Thru	Days Late	Last Activity	Next Pay Due	Loan Date	Maturity Date	Board Action
4034	PHI Technologies Corp.	84,506.66	84,506.66	84	7.0	300.00	71,412.80	08/01/22	395	08/01/22	09/01/22	01/03/19	01/03/26	Default Final Judgment
4035	J Stephens Construction	248,684.03	248,684.03	84	7.0	375.00	147,767.77	10/01/23	0	10/11/23	11/01/23	03/05/19	04/01/26	performing
4036	J Stephens Construction	549,223.30	549,223.30	84	7.0	375.00	484,344.60	10/01/23	0	10/11/23	11/01/23	03/05/19	04/01/26	performing
4037	Icytalent Group dba Umbree	173,904.64	173,904.64	84	5.0	1,750.00	127,990.91	10/01/23	0	10/02/23	11/01/23	03/28/19	03/28/26	performing
4038	The Olab Group dba Orange Lab Media	99,885.78	99,885.78	60	7.0	1,500.00	53,125.18	10/01/23	0	10/02/23	11/01/23	03/28/19	04/01/24	performing
4039	PHI Technologies Corp.	200,000.00	200,000.00	84	7.0	300.00	196,815.27	08/01/22	395	08/01/22	09/01/22	03/12/20	04/01/27	Default Final Judgment
4040	SKYE PACKAGING, LLC	400,000.00	400,000.00	84	7.0	250.00	389,882.46	10/15/23	0	10/12/23	11/15/23	09/23/19	09/23/26	performing
4043	White Glove Linen	200,000.00	200,000.00	120	4.5	2,322.17	152,539.60	10/01/23	0	10/02/23	11/01/23	04/22/21	04/01/31	performing
4044	T Nails LLC	130,000.00	130,000.00	120	4.5	1,347.30	101,715.86	10/01/23	0	10/02/23	11/01/23	03/22/21	03/01/31	performing
4046	CCESAR, Inc.	100,000.00	100,000.00	60	5.0	100.00	84,927.84	10/01/23	0	10/02/23	11/01/23	10/06/22	10/01/27	performing
4047	Broward County Minority Builders Coalition, Inc.	250,000.00	250,000.00	60	4.5	968.75	250,000.00	10/01/23	0	10/02/23	11/01/23	01/04/23	01/01/28	performing
4048	Broward County Minority Builders Coalition, Inc.	349,497.00	98,668.75	60	4.5	347.54	93,668.75	10/01/23	0	10/03/23	11/01/23	02/23/23	03/01/28	performing
4049	Broward County Minority Builders Coalition, Inc.	331,700.00	80,271.75	60	4.5	297.37	80,271.75	10/01/23	0	10/03/23	11/01/23	02/23/23	03/01/28	performing
4050	Broward County Minority Builders Coalition, Inc.	331,700.00	85,566.75	60	4.5	316.31	85,566.75	10/01/23	0	10/03/23	11/01/23	02/23/23	03/01/28	performing
Totals		6,737,204.73	5,988,814.98			27,836.61	4,679,728.33							

**LIST OF COMMITTED TRADITIONAL RLF FUNDS
October 31, 2023**

Loan #	Company Name	Committed	Commitment Date	Disbursed	Disbursement Date	Disbursed	Disbursement Date	Disbursed	Disbursement Date	Disbursed	Disbursement Date	Remaining Commitment
4048	Minority Builders 829 SW 6th Street, Homestead, FL	336,600	11/15/2021	13,668	3/2/2023	4,943.75	5/23/2023	32,390	8/1/2023	29,770	10/3/2023	\$ 255,828.25
4049	Minority Builders 813 SW 6th Street, Homestead, FL	331,700	11/15/2021	13,668	3/2/2023	4,943.75	5/23/2023	32,390	8/1/2023	29,270	10/3/2023	\$ 251,428.25
4050	Minority Builders 705 SW 6th Street, Homestead, FL	331,700	11/15/2021	13,668	3/2/2023	4,943.75	5/23/2023	30,390	8/1/2023	36,565	10/3/2023	\$ 246,133.25
TOTAL		\$1,000,000		\$ 41,004		\$ 14,831.25		\$95,170.00		\$ 95,605.00		\$ 753,389.75

*Committed Funds will be disbursed over a 12-month period

Cash Available to Lend												
Bank Balance as of	10/31/2023											\$ 768,223.72
Committed Funds												
Unfunded Loan Commitments	\$ 753,390											
Administrative Fees	10,919.25											
Total Committed Funds												\$ 764,309.00
Total Uncommitted Funds												\$ 3,914.72

Portfolio Analysis

Funds: (30400)
Status: All
City: All
County: All
Loan Officer: All
Loan# From 0002 to 53005

Cutoff Date: 10/31/2023
Run Date: 11/01/2023
Run Time: 10:53:31 am
Page 1 of 1

	Number	Balance	Percent%
All Outstanding Loans			
Current Accounts	22	3,696,860.92	79.00%
Past due 1-30 days	1	260,365.24	5.56%
Past due 31-60 days	1	159,680.97	3.41%
Past due 61-90 days	0	0.00	0.00%
Past due 91-120 days	0	0.00	0.00%
Past due 121-150 days	0	0.00	0.00%
Past due 151-180 days	0	0.00	0.00%
Greater than 180 days	5	562,821.20	12.03%
Total Portfolio	29	4,679,728.33	100.00%

Contaminated Portfolio 6 722,502.17 15.44%

Loans identified as being delinquent by 30 or more days and having a balance greater than zero as of the cutoff date.

Delinquent Loans 2 149,994.72 3.21%

Loans identified by delinquent status in Loan Master, and having a balance greater than zero as of the cutoff date.

Default Loans 3 412,826.48 8.82%

Loans identified by default status in Loan Master, and having a balance greater than zero as of the cutoff date.

Write-off Loans 0 0.00 0.00%

Loans identified by write-off status in Loan Master, and having a balance greater than zero as of the cutoff date.

Kerry L. Ezrol
KEzrol@GorenCherof.com



**GOREN CHEROF
DOODY & EZROL P.A.**
ATTORNEYS AT LAW

November 2, 2023

VIA E-MAIL (isabelc@sfrpc.com)

Isabel Cosio Carballo, MPA, Executive Director
South Florida Regional Planning Council
Oakwood Business Center
One Oakwood Boulevard, Suite 250
Hollywood, FL 33320

Re: South Florida Regional Planning Council ("SFRPC") / Revolving Loan Fund Status Report

Dear Ms. Carballo:

Below please find the status of the Revolving Loan Fund cases which have been brought on behalf of the SFRPC. This shall confirm that once a judgment is obtained and recorded, our office has been instructed to take no further action, other than to re-record specified judgments, as requested, in a timely fashion. We have therefore removed all of the "Closed Cases" from this list. In the future, once a judgment is obtained and recorded relative to cases appearing on this list, they will be removed from this list.

**1. SFRPC (SFRPC Account #4018 and #1042) v. Angela Dawson, P.A.
(Our File No. 9940547)**

Complaint filed with the Court on May 7, 2018. Dawson filed a motion to recuse (remove) the judge, so litigation was delayed. Dawson filed an Answer and Counterclaim, which SFRPC moved to strike. Order entered approving our Motion to Strike Dawson's Affirmative Defenses and our Motion to Dismiss Dawson's Counterclaim. Dawson's Amended Counterclaim and Amended Answers and Affirmative Defenses were due on April 26, 2019. Dawson failed to file the pleadings by the deadline, and SFRPC filed a Motion for Summary Judgment. The hearing on the Motion for Summary Judgment was scheduled, and then reset at Dawson's request for October 23, 2019. A Motion for Judicial Default against Dawson was filed on October 25, 2019.

SFRPC requested an Amended Complaint to add a foreclosure count. A Motion to Amend Complaint was filed and there were two (2) initial hearings on the motion. Both times, the Court

{00582975.1 2383-8200982 }

3099 E. Commercial Blvd, Suite 200, Fort Lauderdale, FL 33308
T 954-771-4500 : F 954-771-4923
www.GorenCherof.com

delayed a ruling on the motions, pending mediation. Ultimately, SFRPC set the hearing on the Motion to Amend Complaint six separate times, and each time the hearing was continued either due to the Judge ordering mediation or due to Dawson' requests for a continuance. The seventh time the Motion to Amend was set for a hearing, the Court granted SFRPC's motion and allowed SFRPC to Amend the Complaint to add the foreclosure count.

A Motion to Strike Defendants First Amended Affirmative Defenses was filed on November 13, 2019. A Motion to Dismiss Dawson's Counterclaim was filed on December 19, 2019. On June 15, 2020 a hearing was set for the court to hear SFRPC's Motion for Judicial Default, Motion for Leave to File Amended Complaint, Motion to Strike Defendants' First Amended Affirmative Defenses and Motion to Dismiss Counterclaim. Dawson filed a new Counterclaim and new Answer and Affirmative Defenses just prior to the hearing, which the court accepted in place of the defective pleadings. SFRPC's motions were denied due to the court accepting the replacement pleadings. Dawson filed various additional pleadings, including an Affidavit of Excusable Neglect and an Affidavit from Ed McGann. Dawson filed a Request for Production on June 8, 2020, requesting a significant volume of documents which are unrelated to the pending litigation. SFRPC's objection to the discovery request was filed on July 8, 2020.

Litigation of this matter has been extended and complicated by the volume of pleadings filed by Ms. Dawson; each pleading requires a response from SFRPC. Mediation occurred on October 29, 2020 before Judge Lynch. The parties were not able to reach a settlement at mediation.

Since the Court was encouraging the parties to mediate, SFRPC staff focused on attempting to settle with Dawson and to manage the costs of litigation by bringing this matter to a conclusion through settlement. With that intent, SFRPC made multiple offers and counter-offers to Ms. Dawson. As a follow-up to mediation, on November 3, 2020 and January 27, 2021, SFRPC sent a written settlement offer to Dawson and her attorney. SFRPC followed up again with written settlement offer to Dawson and her attorney on March 8, 2021. SFRPC made significant concessions and reductions of the late fees in a good faith attempt to settle the matter without further litigation. Despite SFRPC's multiple concessions, Ms. Dawson would not agree to any of the SFRPC's settlement proposals. Dawson submitted a Counteroffer which was transmitted to SFRPC on March 12, 2021. Per RLF Committee, the decision was made to proceed with the litigation.

The hearing on SFRPC's Motion to Amend the Complaint was set for June 24, 2021. At that hearing, the Court continued the hearing to September 2, 2021. SFRPC's Motion to Amend Complaint was granted and the Defendants had 20 days to file a response to the Amended Complaint. On September 3, 2021, the Court also entered an Order granting Dawson's request to file an Amended Counterclaim in response to SFRPC's Amended Complaint. On September 22, 2021, Defendants, Angela L. Dawson, P.A. and Angela Dawson filed their Answer to Plaintiff's Amended Complaint dated June 23, 2021. On October 1, 2021, SFRPC filed a Motion to Strike

Dawson's Second Amended Affirmative Defenses. On October 15, 2021, a hearing on the Motion to Strike was scheduled for January 26, 2022. On January 26, 2022, the court ordered a Mandatory Case Management Conference to be held on March 28, 2022.

On February 2, 2022, the Court entered an order on the Motion to Strike as follows: Defendants' first affirmative defense of in pari delicto is stricken without prejudice; Defendants' second affirmative defense of bad faith is stricken with leave to amend within twenty (20) days of the date of this Order; Defendants' fourth affirmative defense of fraudulent inducement is stricken with prejudice; Defendants' fifth affirmative defense of fraudulent misrepresentation is stricken with prejudice; Defendants' seventh affirmative defense of unjust enrichment is stricken with prejudice; Defendants' eleventh affirmative defense of ratification is stricken with leave to amend within twenty (20) days of the date of the Order. Plaintiff's Motion to Strike Defendants' Amended Affirmative Defenses was hereby denied as to the following affirmative defenses: Defendants' third affirmative defense of unclean hands; Defendants' sixth affirmative defense of promissory estoppel; Defendants' eighth affirmative defense of modification; Defendants' ninth affirmative defense of equitable estoppel; and Defendants' tenth affirmative defense of waiver.

Our Motion to dismiss the Defendants' amended counterclaim was set for hearing on May 4, 2022 at 9:30 am. On February 9, 2022, Plaintiff filed a reply to Defendants' affirmative defenses. On February 15, 2022, Defendants filed amended affirmative defenses. On February 22, 2022, Plaintiff filed a reply to the amended affirmative defenses.

On March 25, 2022, SFRPC responded to Dawson's request for a settlement offer, renewed the prior settlement dated November 30, 2020, and left it open for ninety (90) days. As of June 23, 2022, the settlement offer expired. On August 22, 2022, the SFRPC settlement offer was once again offered to Ms. Dawson with an expiration date of December 1, 2022. The settlement offer expired.

On May 4, 2022, the Court entered an Order for Uniform Case Management to be held August 22, 2022. On May 4, 2022, Judge Bidwell granted SFRPC's Motion to Dismiss Dawson's Counterclaim as to all counts. However, the Judge provided Dawson twenty (20) days to amend her complaint.

On May 23, 2022, Defendant served pre-suit notice on the Council and the Florida Department of Financial Services. On May 24, 2022, Defendant filed a Third Amended Counterclaim which was later deemed abandoned by the Clerk's office. On May 31, 2022, without permission of the Court, Defendant filed a Fourth Amended Counterclaim. On June 3, 2022, SFRPC filed a Motion to Dismiss Dawson's Third and Fourth Amended Counterclaims with Prejudice. A hearing on the SFRPC's Motion to Dismiss was scheduled for Friday, December 2, 2022. On June 30, 2022, Dawson filed an emergency motion with the Court asking the Court to require SFRPC to release its mortgage cross collateralized against 2748 NW 8th St. Fort Lauderdale. On July 6, 2022, SFRPC

filed a response to the Emergency Motion. On July 7, 2022, Dawson filed a Notice of Production from Non-party for Old Republic National Title Insurance Company and Alfred Andreu. On July 7, 2022, SFRPC filed a request for copies of records for Alfred Andreu and Old Republic National Title Insurance Company. On July 8, 2022, Ms. Dawson submitted a Public Records request to SFRPC. SFRPC has responded to Ms. Dawson. Ms. Dawson had until July 13, 2022 to send SFRPC the requested deposit of \$600.00 in order for SFRPC to start retrieving and reviewing documents. As of today's date, Ms. Dawson has not paid the deposit.

On August 22, 2022, the Court held a Case Management Conference. Ms. Dawson and her Co-counsel were not present. On October 10, 2022, another mandatory Case Management Conference was held. Ms. Dawson informed the court that she would be filing a motion for leave to amend based on new information from Benworth Capital. Copies have been requested through a filing, as of today's date, nothing has been received.

On November 29, 2022, the Defendant filed a Motion to Join Indispensable Parties and a Motion for Leave to Amend Complaint to Add Parties. On November 30, 2022, the Defendant filed a Notice of Filing Proposed Fifth Amended Counter Claim as Exhibit for Motion for Leave to Amend Complaint to Add Alfred F. Andreu P.A., Benworth Capital Partners LLC, and Old Republic National Title Insurance Company. Shortly before the hearing on the SFRPC's Motion to Dismiss on December 2, 2022, Ms. Dawson called our office and the Judge's office informing she was in the hospital. The hearing did not proceed and the Court scheduled another Case Management Conference on December 8, 2022. On December 7, 2022, SFRPC filed its Response in Objection to Defendants Motions to Join Indispensable Parties and for Leave to Amend Counterclaim. On December 8, 2022, pursuant to the Court's direction at the Case Management Conference, a Notice of Hearing was filed, scheduling the pending motions for December 20, 2022. On December 9, 2022, SFRPC filed its Response to Defendant's Motion for Disqualification. On December 18, 2022, Dawson filed a Motion to Withdraw Counter Plaintiff's Third Amended Counter Claims dated May 24, 2022.

At the December 20, 2022 Special Set Hearing, the Court again requested that the matter be scheduled for a Case Management Conference on January 30, 2023. The Court denied Defendants Motion to Join Benworth as an indispensable party and denied Defendants Motion to amend complaint to add Benworth and Old Republic Title Co. The Court also directed both parties to prepare and submit proposed orders for the Court to review for determination on SFRPC's Motion to Dismiss Dawson's Fourth Amended Counterclaim. On December 21, 2022, SFRPC filed its Proposed Order granting SFRPC's Motion. On January 29, 2023, the Court entered an Order denying Ms. Dawson's Motion to Join Indispensable Parties and Motion to Amend Complaint. At the January 30, 2023 Case Management Conference, the Judge informed the Parties that he is working on his order on SFRPC's Motion to Dismiss Dawson's Fourth Counterclaim with prejudice.

SFRPC served Ms. Dawson its First Set of Interrogatories, Request for Production and Request for Admissions. Ms. Dawson responded and we are currently reviewing her responses. Also, we are drafting SFRPC's motion for summary judgment. On May 29, 2023, the Court entered its Order regarding SFRPC's Motion to Dismiss Dawson's Fourth Amended Counterclaim as follows: Granting in part with prejudice as to Count 1, Breach of Contract; Count 2, Detrimental Reliance; Count 3, Promissory Estoppel; Count 9, Unjust Enrichment; Count 10, Equitable Estoppel; and Count 11, Modification and Count 12, Retaliation; and denying in part as to Count 4, Negligent Supervision; Count 5, Negligence Retention; Count 6, Negligence; Count 7, Fraudulent Inducement; Count 8, Fraudulent Misrepresentation; and Count 13, Slander of Title. SFRPC's answer to the remaining counts of the Fourth Amended counterclaim is due within 20 days. On May 30, 2023, the Court entered a Uniform Case Management Order which is scheduled for August 21, 2023. On June 16, 2023, we filed SPRPC's Answer and Affirmative Defenses. On August 10, 2023, we filed SFRPC's Motion for Final Summary Judgment . On August 20, 2023, Dawson filed a Motion to Transfer and Consolidate and a Motion to Strike Counter Defendant's Affirmative Defenses to Fourth Amended Counterclaim and Memorandum of Law. Ms. Dawson is seeking to consolidate the Equity Partners 102 case (below) with this case. SFRPC's Hearing for its Motion for Final Summary Judgment is scheduled for February 9, 2024. Also, Dawson's Hearing is scheduled for September 29, 2023. On August 25, 2023, we filed SFRPC's Response and Amended Response in Objection to Dawson's Motion to Strike Affirmative Defenses. On August 25, 2023, we filed SFRPC's Response in Objection to Ms. Dawson's Motion to Transfer and Consolidate cases.

On September 27, 2023, Dawson filed their Response to SFRPC's Response in Objection to the Motion to Transfer and Consolidate. At the September 29th hearing, the Judge scheduled a Case Management Conference for October 31st. An Order denying Dawson's Motion to Strike SFRPC's Affirmative Defenses and to Consolidate the Cases was entered by the Court. Dawson has 10 days to file a reply. On October 10, 2023, Dawson filed a Motion for Clarification as to how the Court can Reconcile its' Ruling on May 29, 2023 and September 29, 2023. Ms. Dawson was unable to attend the October 31, 2023 Hearing and it is rescheduled for November 13, 2023.

**2. SFRPC adv. Philip J. Van Kahle, Assignee (J. Stephens Construction, LLC)
(Our File No. 9940631)**

On February 16, 2023, a Petition for Assignment for the Benefit of Creditors was filed, SFRPC was listed as a Secured Creditor. SFRPC's Proof of Claim is due by June 16, 2023. A Hearing for Motions to Approve Public Sale of Assets and Reject Lease of Non-Residential Real Property was scheduled for March 8, 2023. On March 13, 2023, the Court enter an Order approving the Public Sale of Assets "which shall conclude on or around August 25, 2022" [sic]. On March 15, 2023 the Court amended its Order and scheduled the sale for March 24, 2023. SFRPC's Proof of Claim was sent by certified mail on March 21, 2023. Confirmation of receipt was received on March 29, 2023 and assigned claim No. 6. The Assignee shall file a report of the results of the Auction with

the Court within 30 days of the completion of the Auction. As of today's day, this report has yet to be filed. A Notice of Default and Demand for Payment Letter was sent to the guarantors on May 18, 2023, demanding payment within 10 days. A Second Notice of Default and Demand for Payment Letter was sent on June 2, 2023. At this time, all letters have been forwarded back to our office as "undeliverable." A Hearing is schedule on June 28, 2023 for the Second Notice of Intent to Conduct the Business of the Assignors for RCT Industries, LLC. On July 5, 2023, another Notice of Default was sent to the collateral property and a signed return receipt was received. On July 7, 2023, the Court entered an Order approving the Second Notice and authorized the Assignor to operate the business through September 30, 2023. Terms for a payment plan were reached with Mr. Stephens. We are in process of executing the Forbearance Agreement and Modification of Mortgage.

**3. SFRPC adv. PHI Technologies Corp and Andre McAden
(Our File No. 9940629)**

Complaint was filed with the Court on April 18, 2023. Verified Return of Service was filed on May 25, 2023 for PHI Technologies Corp. and Andre Mcaden. On June 15, 2023, we filed SFRPC's Motion for Clerk's Default for failure to file or serve any paper on the matter. On June 15, 2023, the Clerk entered the Default against PHI Technologies Corp and Andre McAden. On August 15, 2023, we filed SFRPC's Motion for Default Final Judgment. The Hearing is scheduled for October 3, 2023. On October 4, 2023, the Court entered a Default Final Judgment against PHI Technologies Corp and Andre McAden.

**4. SFRPC adv. Equity Partners 102, LLC
(Our File No. 9940633)**

Equity Partners 102 foreclosure complaint was filed with the Court on July 13, 2023. On July 24, 2023, SFRPC filed an Answer and did not assert affirmative defenses. Equity Partners seeks to foreclose its first mortgage against Ms. Dawson's real property located at 2748 NW 8th St. Fort Lauderdale, FL. We will monitor the case in the event that surplus funds become available. On September 5, 2023, a hearing on Plaintiff Equity Partners' Motion for Order to Show Cause is scheduled. The Court deferred ruling on the entry of the foreclosure judgment. On September 20, 2023, SFRPC filed its motion for extension of time and a hearing is scheduled for October 9, 2023. On October 9, 2023, the Court entered an Agreed Order Granting Plaintiff's Motion to Dismiss Defendant's Counterclaim, and gave the defendant until October 30th to file an amended counterclaim as to all counts. SFRPC's Motion for an extension of time was denied as it was moot because there will be an amended counterclaim filed at a later date. On October 23, 2023, the Court entered its Order regarding Plaintiff's Motion to strike Defendant's Affirmative Defenses as follows: Count 5 and Count 11 are not stricken and therefore denied; Count 1, 3, 4, 6, 7, 8, 9 and 10 are stricken without prejudice with leave to amend; and Count 2 is stricken as

Isabel Cosio Carballo, Executive Director

Page 7 of 7

November 2, 2023

this matter does not apply to Florida Statute 559.715. Ms. Dawson will be filing a counterclaim against SFRPC.

Should you have any questions, please feel free to contact me.

Sincerely yours,

/s/ Kerry L. Ezrol

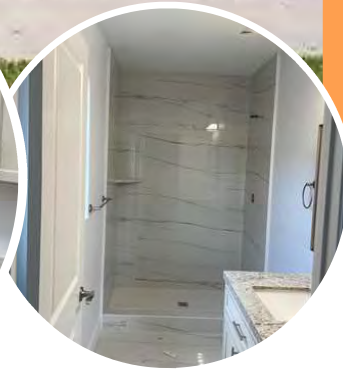
Kerry L. Ezrol

KLE:jc

cc: Samuel S. Goren, General Counsel (via e-mail & hard copy)
Alisha Lopez (via e-mail)
Steve Foreman (via e-mail)
Jeffrey Tart (via e-mail)
Kathe Lerch (via e-mail)

SOUTHEAST FLORIDA COMMUNITY DEVELOPMENT FUND, INC.

Affordable Housing Initiative



BROWARD COUNTY LAUDERHILL CRA

Lauderhill, FL (8)
5801 NW 27th Court
5811 NW 27th Court
5821 NW 27th Court
5831 NW 27th Court
5731 NW 28th Court
5741 NW 28th Court
5801 NW 28th Court
5821 NW 28th Court

HOUSING FOUNDATION OF AMERICA

West Park, FL (3)**
Lot 22, Block 66
Lot 23, Block 66
Lot 6, Block 53

LIBERIA ECONOMIC & SOCIAL DEVELOPMENT

Fort Lauderdale, FL (3)
2861 NW 10th Court
2791 NW 11th Place
375 NW 28th Avenue

LIBERIA ECONOMIC & SOCIAL DEVELOPMENT

Hollywood, FL (2)
2351 Raleigh Street
2361 Raleigh Street

LIBERIA ECONOMIC & SOCIAL DEVELOPMENT

West Park, FL (1) **
4425 SW 23rd Street

TURN TWO CONSTRUCTION

Dania Beach, FL (2)**
509 NW 3rd Terrace
511 NW 3rd Terrace

MIAMI-DADE COUNTY MINORITY BUILDERS COALITION

Homestead, FL (4)**
704 SW 7th Street
705 SW 6th Street
813 SW 6th Street
829 SW 6th Street

PALM BEACH COUNTY COMMUNITY PARTNERS OF SOUTH FLORIDA

West Palm Beach, FL (1)**
905 39th Street