

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION**

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

Case No: 6:21-cv-694-CEM-DCI

HARBOR CITY CAPITAL CORP.,  
HARBOR CITY VENTURES, LLC,  
HCCF-1, LLC,  
HCCF-2, LLC,  
HCCF-3, LLC,  
HCCF-4, LLC,  
HCCF-5, LLC,  
HARBOR CITY DIGITAL VENTURES, INC.,  
HCC MEDIA FUNDING, LLC,  
JONATHAN P. MARONEY,

Defendants,

and

CELTIC ENTERPRISE, LLC and  
TONYA L. MARONEY

Relief Defendants.

**RECEIVER'S REPLY TO BENWORTH'S  
RESPONSE TO ORDER TO SHOW CAUSE**

Receiver, Katherine Donlon, by and through undersigned counsel, hereby files this Reply to Benworth's Response to Order to Show Cause and states as follows:

You have no right to impair Benworth's mortgage lien or tie up its proceeds indefinitely. Nor do we agree to allow you, a partial party, to hold or possess those funds. If you want to challenge the validity,

extent, priority, or amounts of Benworth's validly perfected, first priority mortgage lien, then you must file an appropriate lawsuit to adjudicate that.

Be advised that Benworth will not issue a satisfaction of mortgage and we will seek recourse against the buyer and title company if you proceed.

See Email dated February 1, 2023 from Alexis Read, counsel for Benworth, to Nicole Newlon, counsel for the Receiver, attached hereto as **Exhibit A**. What is clear is that irrespective of this Court's Orders, Benworth<sup>1</sup> intends to litigate the matters at issue before this Court until the Receiver's sale of the Property fails and until Benworth receives the entirety of the exorbitant interest, attorneys' fees, and costs that it has demanded.

What is not clear and what Benworth spends its entire Response avoiding, is any reason, basis, or excuse for failing to abide by the Court's Orders entered in this cause. For the reasons set forth herein, Benworth and its attorneys should be sanctioned and the Court should initiate civil contempt proceedings. Benworth's actions have caused the Receiver to expend and divert resources that would otherwise be available for return to the investors. Benworth's attempts to shift the

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<sup>1</sup> "Benworth" is defined in the Court's Order as, collectively, Benworth Capital Partners, LLC, the entity who originally acquired the Note (Doc. 125-1 at 16–18), as well as a group of entities that acquired the Note from Benworth Capital Partners, LLC. Doc. 125-1 at 21. These entities are: Capital Partners 2, LLC; Benfam Holdings LLC; Mira Holdings, LLC; The Maria L. Santayana Living Trust; and ZF Capital LLC (collectively, the Mira Lenders). *Id.* Benworth Capital Partners, LLC is the servicer for the Note and has appeared on behalf of the Mira Lenders. Doc. 133 at 2. Benworth Capital Partners, LLC also filed the state foreclosure action on behalf of the Mira Lenders. Doc. 125-1 at 14–15.

blame to the Receiver are transparent, and should not be countenanced. Benworth should be held accountable for the actions it has taken since it was first informed of this Receivership in this Court, in the circuit court in Brevard County, and in the appellate court.

#### **A. Personal Jurisdiction**

Benworth raises a personal jurisdiction argument, though it is unclear the exact argument that Benworth is attempting to assert. The Due Process Clause of the Fourteenth Amendment is satisfied if the service is “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 315, 70 S.Ct. 652, 94 L.Ed. 865 (1950). In *City Cab Co. of Orlando, Inc. v. All City Yellow Cab, Inc.*, 581 F.Supp.2d 1197, 1200 (M.D. Fla. 2008) (emphasis added), this Court quoted:

**While the Eleventh Circuit has not addressed the question, courts have often held that nonparties bound by injunction orders are “subject to in personam jurisdiction for purposes of contempt if they have notice of the injunction and its contents.”**

Similarly, the Sixth Circuit in *Liberte Capital Group, LLC v. Capwill*, 462 F.3d 543 (6th Cir.2006) (emphasis added), came to a similar conclusion:

Once assets are placed in receivership, a district court's equitable purpose demands that the court be able to exercise control over claims brought against those assets. The receivership court has a valid interest in both the value of the claims themselves and the costs of defending any suit as a drain on receivership assets. To this extent, the receivership court may issue a blanket injunction, staying litigation against the named receiver and the entities under his control unless

leave of that court is first obtained. This power extends to the institution of any suit, and not just a proceeding for execution of a judgment against the receivership in the receivership court. Because the court's power of injunction in a receivership proceeding arises from its power over the assets in question, non-parties to the underlying litigation may be bound by a blanket stay, **so long as the non-parties have notice of the injunction.**

As set forth in *City Cab* and *Liberte*, Benworth was bound by the stay as it received notice of the injunction. Mr. Albert Rey, one of Benworth's many attorneys, received a copy of the Court's Order Appointing the Receiver via electronic mail on December 8, 2021 at 5:15 p.m. See **Exhibit B**. The Court's Order makes clear that **all** ancillary litigation is stayed, that **all** ancillary proceedings are enjoined from commencing or continuing, and that **any** court having jurisdiction of such proceedings is enjoined from taking or permitting any action contrary to the Order of this Court. While Benworth suggests it did not receive other orders entered by this Court, the order it did receive made clear that the blanket stay applied to all litigation, including Benworth's.

Mr. Rey also voluntarily appeared on behalf of Benworth in this action on December 7, 2021 by virtue of the Motion to Quash Mr. Rey filed on behalf of Benworth [Dkt. 78]. Further, Mr. Rey acknowledged in a state court filing on January 18, 2022, about a month later, attached hereto as **Exhibit C**, that he was aware of the injunction Order. He claimed therein, "[t]he plain language and reading of the attached INJUNCTION ORDER makes it applicable ONLY to the following entities and/or individuals ... The list of entities ENJOINED does NOT include Plaintiffs." *Id.* Mr. Rey's arguments in the State Court proceeding on

behalf of Benworth *then* were that his client was not one of the parties enjoined, which is a different argument than Benworth makes now that it did not have proper notice of the order.

Irrespective, and as set forth by the court in *S.E.C. v. Wencke*, 622 F.2d 1363, 1371 (9th Cir. 1980) (emphasis added):

**Where, as here, the stay provides that parties may seek leave of the district court to proceed against the receivership entities, we hold that a district court in an SEC enforcement action may, upon an appropriate showing of necessity, stay proceedings against a court-imposed receivership, and that such a stay can be made effective against persons not parties to the SEC action who have notice of the stay. Implicit in our holding is the conclusion that rule 65(d) does not limit the power of a federal court to enter such orders.**

Undoubtedly, Benworth was not required to be served via service of process. Instead, it was required to be sent a copy of the Order Appointing Receiver, which it received on December 6, 2021. Benworth voluntarily appeared in this action on December 7, 2021, wherein it sought relief from a subpoena. Therefore, the entire argument on personal jurisdiction raised by Benworth is without merit.

**B. There Is No Valid Dispute or Genuine Doubt As To Which Court Has Exclusive Jurisdiction.**

The second section of Benworth's Response is an amalgamation of several different arguments, which the Receiver will attempt to address in turn as they are addressed in Benworth's Motion.<sup>2</sup>

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<sup>2</sup> The Receiver is unclear how any of these arguments raised by Benworth in its Reply address the Court's question as to why this Court should not initiate civil

Benworth **first** argues that there is *in personam* relief on the underlying promissory note and guaranty against Celtic and Mr. Maroney that are outside of or beyond this Court's Receivership Order. Despite this argument, Celtic Enterprises is a Receivership Entity under the terms of the Order Granting the SEC's Unopposed Motion for Appointment of Receiver. [Dkt. 75; Dkt. 72-1]. Both Celtic and Mr. Maroney are named defendants and parties in the instant proceeding. *Id.*

As set forth by the court in *Wencke*:

**There is no dispute in this case as to the district court's general authority to impose a receivership over the various entities affected by Wencke's fraud;** indeed, such authority was upheld in *Wencke I*. Moreover, **the court may issue blanket stays against litigation in other courts by parties to the securities fraud action and others named in rule 65(d).** *See, e. g., SEC v. United Financial Group*, 576 F.2d 217, 221 n.8 (9th Cir. 1978) (hereinafter cited as *United Financial Group II*). The dispute regarding the district court's authority centers around its power to stay or enjoin nonparties from taking action against the entities in receivership, except by leave of the court.

622 F.2d at 1369 (emphasis added). In fact, *Wencke* goes on to state that, “[t]he power of the district court to issue a stay, effective against all persons, of all proceedings against the receivership entities rests as much on its control over the

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contempt proceedings against Benworth. Benworth has utilized its Response to blame the Receiver and this Court, and to shift responsibility for both its action and inaction to other entities. It has accepted no responsibility for the situation in which it finds itself, and has made misrepresentations of fact and law to this Court.

property placed in receivership as on its jurisdiction over the parties to the securities fraud action.” *Id.*

Benworth provides no case law to support its position that it can or should be permitted to proceed against these party defendants, nor has it asked for such affirmative relief from this Court.

Benworth’s **second** argument is that there has been “very limited case activity” in the state court proceeding. But if it were the case, why (as of October 2022, over 4 months ago) is Benworth’s counsel seeking in excess of \$55,000 in attorney’s fees?

Pursuant to your request for a payoff, the following is due:

<b>Description</b>	<b>Amount</b>
Principal Balance	\$1,800,000.00
Accrued Interest to 5/01/2021 to 10/27/2022**	\$671,919.60
Unpaid Charges	\$1,022.82
Other fees	\$138.75
Trust Balance	\$-21,979.73
Filing fees, service fees, title search*	\$3,371.00
Attorney’s fees Albert D. Rey, P.A.*	\$25,650.00
Attorney’s fees Becker & Poliakoff *	\$3,851.00
Attorney’s fees Cole, Scott & Kissane*	\$6,759.00
Attorney’s fees Chris The Carlyle Appellate Law Firm*	\$15,797.01
Attorney’s fees Emmanuel Perez, Esquire*	\$3,240.00
Total for Principal, Interest and Other Charges	<b>\$2,509,769.45</b>

**TOTAL DUE: \$2,509,769.45**

\*NOTE ATTORNEY’S FEES AND COSTS REFLECTED ARE GOOD THROUGH OCTOBER 14, 2022-FINAL PAYOFF AT FUNDING WILL BE ISSUED WITH UPDATED ATTORNEY’S FEES.

The **third** argument asserted by Benworth is premised on what it alleges is the “crux of the present disagreement” that “pertains to the precise moment this Court acquired jurisdiction over the Property’s disposition.” For some reason, Benworth’s new counsel argues that Benworth’s foreclosure action commenced in October. *See* Response, pg. 4. In fact, as is clear from Benworth’s foreclosure

complaint, attached hereto as **Exhibit D**, the foreclosure action was commenced on November 8, 2021. The action was filed after-hours at 6:15:09 p.m. Therefore, the foreclosure action was not commenced in October 2021, as Benworth's counsel represents to this Court.

Benworth also argues, again without any citation to any authority, that this Court did not acquire jurisdiction of the Property until the November 8, 2021 Order Appointing Receiver. [Dkt. 75]. This again is flatly incorrect. The Court acquired jurisdiction of the Property when it issued the Temporary Restraining Order, which included an asset freeze, on April 20, 2021. [Dkt. 4]. That TRO was subsequently extended three (3) times, until it was converted into a preliminary injunction on May 19, 2021. [Dkt. 56]. That asset freeze covered all property belonging to Defendants and Relief Defendants, including Celtic Enterprises, pursuant to Rule 65 of the Federal Rules of Civil Procedure and the Court's inherent equitable authority, which necessarily included the Property at issue here.

Simply put, there is no question that this Court obtained *in rem* jurisdiction of the Property significantly before Benworth filed the action in Brevard County. All of the activities described above occurred before Benworth filed its complaint for foreclosure in Brevard County and before Benworth recorded a Lis Pendens. On November 8, 2021, this Court entered its the Order appointing the Receiver. [Dkt. 75]. Later, on this same date, Benworth filed its complaint after hours and thereafter recorded its Lis Pendens on November 12, 2021.

“Where a federal court has first acquired jurisdiction of the subject-matter of a cause, it may enjoin the parties from proceeding in a state court of concurrent jurisdiction where the effect of the action would be to defeat or impair the jurisdiction of the federal court. Where the action is in rem the effect is to draw to the federal court the possession or control, actual or potential, of the res, and the exercise by the state court of jurisdiction over the same res necessarily impairs, and may defeat, the jurisdiction of the federal court already attached. The converse of the rule is equally true, that where the jurisdiction of the state court has first attached, the federal court is precluded from exercising its jurisdiction over the same res to defeat or impair the state court's jurisdiction.” *Kline v. Burke Const. Co.*, 260 U.S. 226, 229, 43 S. Ct. 79, 81, 67 L. Ed. 226 (1922).

The doctrine of prior exclusive jurisdiction is well-established. *See, e.g., Heidritter v. Elizabeth Oil–Cloth Co.*, 112 U.S. 294, 302, 5 S.Ct. 135, 28 L.Ed. 729 (1884) (“[T]he court had taken possession of the property itself, and that possession was necessarily exclusive.”). Put simply, in a case involving the disposition of property, the first court to assert jurisdiction ordinarily maintains exclusive jurisdiction over that property. *See Kline*, 260 U.S. at 231 (quoting *Baltimore & Ohio Railroad Co. v. Wabash Railroad Co.*, 119 F. 678, 679 (7th Cir. 1902)). The rationale underlying this doctrine is based on “[t]he logical and practical difficulty of two courts simultaneously vying for possession or control of the same property....” *United States v. \$79,123.49 in U.S. Cash and Currency*, 830 F.2d 94, 91 (7th Cir.1987).

Once property is brought under the jurisdiction of a federal court, state courts cannot properly exercise control over it, and any such attempt is viewed as “nugatory and void.” *Heidritter v. Elizabeth Oil–Cloth Co.*, 112 U.S. 294 (1884). The prior jurisdiction of the court is effective also in cases involving attempts to enforce liens against specific property; one court cannot exercise jurisdiction over a res already within the jurisdiction of another court. *See Farmers' Loan & Trust Co. v. Lake St. Elevated R.R.*, 177 U.S. 51 (1900); *United States v. Certain Real Property 566 Hendrickson Blvd.*, 986 F.2d, 990 (6th Cir. 1993).

Florida follows these same principles. One court ordinarily will not consider a controversy over which another court has already obtained jurisdiction. *Shooster v. BT Orlando Ltd. P'ship*, 766 So. 2d 1114, 1115 (Fla. 5th DCA 2000). This principle promotes comity between courts and prevents unnecessary litigation. *Hirsch v. DiGaetano*, 732 So. 2d 1177, 1178 (Fla. 5th DCA 1999); *Beckford v. Gen. Motors Corp.*, 919 So. 2d 612, 613 (Fla. 3d DCA 2006). *Wade v. Clower*, 94 Fla. 817, 826, 114 So. 548, 551 (1927), suggests that a stay of the action last filed is and should be “the usual practice” in the interests of state-federal comity. *See also State ex rel. Sherrill v. Milam*, 116 Fla. 492, 156 So. 497 (1934); and *Jorge v. Antonio Co.*, 151 So. 2d 467 (Fla. 2d DCA 1963).

This Court has jurisdiction of the Property and has the ability under federal law to stay ancillary actions involving the Receivership Entities. Contrary to Benworth’s argument, there is no legitimate disagreement and Benworth’s actions have been taken in direct violation of this Court’s stay.

Benworth's **fourth** argument relies on what Benworth labels a "jurisdictional 'tug of war'". As with the argument set forth above, Benworth's argument is flawed. Benworth's position requires this Court to accept that, contrary to the court records in this proceeding and in the state court proceeding, the complaint filed by Benworth after hours on November 8, 2021 (not October 2021), gave the state court jurisdiction over property that had been within this Court's jurisdiction since April 2021 when this Court entered the asset freeze as part of the TRO. Or even more preposterous, that the filing of the Lis Pendens by Benworth that was recorded on November 12, 2021, gave the state court jurisdiction of the Property, which had already been assumed by this Court.

Here, the jurisdiction of this Court over the subject Property occurred before Benworth filed its foreclosure complaint in Brevard County, and before Benworth recorded its Lis Pendens. Of this there is no doubt or question, and thus this Court has jurisdiction of the subject Property.

Benworth's **fifth** argument makes an offer wherein Benworth be allowed to pursue the foreclosure action in state court "for the sole purpose of liquidating the amounts owed to Benworth" while the Receiver would be permitted to sell the Property. As stated at the beginning of this Response, Benworth is actually seeking the opportunity to "liquidate" the entire sum it believes it is due without opposition, including the attorneys' fees, default interest, and costs, which are thus far not liquidated (presumably so that it can then pursue the collection of its judgment, instead of merely a claim). Benworth has been afforded multiple

opportunities to litigate the fees, costs, and interest in this Court, while allowing the sale to proceed and with payment in full of the principal balance of the mortgage, which Benworth has steadfastly opposed.

The remaining arguments asserted by Benworth are without merit. Benworth timely received notice of the Court's Order Appointing Receiver, which outlines in specific and unqualified language the bar to all ancillary proceedings. The state court clearly agreed that this Court has jurisdiction over the Property when it entered its stay. If Benworth wanted relief from this court's stay, to intervene in this action, or if it had questions regarding its obligations under this Court's Order, it had the opportunity to seek relief or file a motion for clarification since December 2021 (over 13 months ago). Instead, it has engaged in repeated efforts to thwart the sale of the Property, and to incur and cause the Receiver to incur substantial cost and expense.

Benworth has not sought relief from this Court, but instead, it has purposefully and deliberately avoided compliance. If its actions were solely to protect the collateral, it would have authorized the sale, deposited the disputed funds into an escrow account, and resolved same with this Court. Its conduct is contumacious. This is clear when reviewing Benworth's counsel's most recent email to undersigned wherein Benworth has threatened to pursue litigation against the title company and the buyer if the sale is closed as this Court directed.

**C. BENWORTH RECEIVED NOTICE AND THE PROCEDURE AUTHORIZING THE SALE IS ACCEPTABLE.**

Benworth asserts two arguments in this section of its Response, both of which are dedicated to the issue of the sale of the Property as previously approved by the Court. First, Benworth claims that it had not been properly noticed or served with the Receiver's Motion to Approve Private Sale. Benworth claims Mr. Rey's appearance in this cause was for a "singular purpose" and that while Mr. Rey received electronic notifications, Benworth was "never personally served and continues to be a non-party to these proceedings." It then discusses "best practices" and claims that Benworth should have been personally served or provided the motion to sell the property via registered/certified mail.

Benworth fails to cite any case law, statute, or rule that requires such actions. What it does do is again attempt to misstate and mislead. In footnote 6, Benworth cites to *Ganpat v. Aventure Investment Realty, Inc.*, 2020 WL 13002513 (S.D. Fla. 2020). Benworth asserts that the *Ganpat* decision made a specific holding regarding when an appearance constitutes a general appearance in federal court and it uses quotations to set this finding out. A simple review of this case reveals it contains no such quote. The other cases cited by Benworth relate to the right to object to a subpoena, which is not now nor has it ever been at issue.

In actuality, Benworth is, as it readily acknowledges, a non-party to this action. Nonetheless, Benworth's counsel, Mr. Rey, has received a copy of every filing since he appeared in this cause on behalf of Benworth on December 7, 2021.

[Dkt. 78]. When the Receiver filed the Motion to Approve the Private Sale of Real Property [Dkt. 111] on or about September 2, 2022, Mr. Rey received a copy electronically.

Thereafter, one of Benworth's attorneys, Mr. Emmanuel Perez, contacted undersigned counsel and left her a voicemail on or about October 6, 2022. In that voicemail Mr. Perez stated: (a) he was told by Mr. Rey that an order had been entered authorizing the sale of the property and that Mr. Rey was allegedly not noticed; and (b) Mr. Rey asked Mr. Perez to get involved in the case as an intervening party. See **Exhibit E**.

Undersigned counsel responded via email that same date. A copy of that email, and the response, is attached hereto as **Exhibit F**. Therein, undersigned counsel explained that no order had been entered and that Mr. Rey had been copied on the motion, which had been filed electronically. *Id.* Undersigned counsel included the Notices of Electronic Filing of the Motion to Approve the Private Sale of Real Property [Dkt. 111] and the Notice of Lack of Bona Fide Offers [Dkt. 112]. Undersigned counsel highlighted the title of the document filed, as well as Mr. Rey's name in the certificate of service of each motion. *Id.* Undersigned counsel then informed Mr. Perez that he was welcome to intervene, but that the procedures had been followed. *Id.*

Mr. Perez responded that same day and indicated that Mr. Rey wanted to "add language to the order to sell the property to protect his client's interests in the matter" and that he would get with Mr. Rey, who was out of the country, as to what

they wanted to include. *Id.* Undersigned counsel never heard from Mr. Perez again.

On October 13, 2022, Mr. Rey contacted undersigned counsel directly. That email is attached hereto as **Exhibit G**. Therein, Mr. Rey stated, “You continue to send in motions and paperwork as unopposed without submitting to us first, please stop that practice.” *Id.* On this same date, undersigned counsel responded to Mr. Rey and stated:

You are not representing a party to this action. In fact, the only document you have filed, based on the Court docket, is the Objection and Motion to Quash. It specifically states that Benworth is a non-party. You have not intervened, and are therefore, not a party with whom I am required to obtain consent for purposes of representing to the Court that a motion is opposed or unopposed.

Moreover, Mr. Perez has not filed a Notice of Appearance in the action either, nor is his client a party to the proceedings.

*Id.*

Thus, not only was Benworth included on the electronic service of the motion to approve the private sale of the property, as well as the notice of lack of bona fide offers, at the time such documents were filed with this Court, but there were email exchanges that followed these filings wherein Mr. Rey acknowledges receipt of same and his options to intervene. Nonetheless, and despite these emails, Mr. Rey and Benworth took no action to try and intervene or to otherwise contact this Court regarding the sale. Instead, Benworth waited until this Court issued its Order to Show Cause to raise an issue that it has known of since at least September 2022.

The second argument asserted by Benworth relates to some purported deficiency in the Order approving the sale of the Property since this Court did not hold a hearing on the Receiver's motion. Again, the Receiver is perplexed as to how this relates to the issue of contempt, but nonetheless, the Receiver will address this argument.

Notably, the first case cited by Benworth from the Middle District of Florida stands for the exact opposite proposition than that which Benworth claims. In *Fed. Trade Commission v. E.M. Systems & Services, LLC*, 2016 WL 11110381 (M.D. Fla. March 4, 2016), the Court does cite the statutory provision quoted by Benworth. *Id.* at \*2. The court then goes on to state (which is not included in Benworth's Response):

Courts in the Middle District and elsewhere have exercised their discretion in relieving receivers from the judicial sale requirements of 28 U.S.C. §§ 2001, 2004. *See S.E.C. v. Nadel*, No. 8:09-cv-87-T-26TBM, Dkt. 1050 (M.D. Fla. Aug. 13, 2013) (waiving requirements of three independent appraisals and publication of terms of sale); *S.E.C. v. Kirkland*, No. 6:06-cv-183-Orl-28KRS, 2008 WL 4264532, at \*3 (M.D. Fla. Sept. 12, 2008) (permitting sale of motorcycle based on highest of six offers received); *see also S.E.C. v. Billion Coupons, Inc.*, No. CIV. 09-00068 JMS-LEK, 2009 WL 2143531, at \*4 (D. Haw. July 13, 2009) (recommending receiver be given discretion to sell items at best price without court confirmation) report and recommendation adopted, 2009 WL 2365696 (D. Haw. July 29, 2009).

*Id.* at \*3.

The next case cited by Benworth from a federal court sitting in the State of Florida is *SEC v. EB5 Asset Manager, LLC*, 2016 WL 7508252 (S.D. Fla. March 25,

2016).<sup>3</sup> As before, Benworth claims that this case stands for the proposition that, “The Court may not waive the mandatory requirements of §2001(b).” In fact, the case does state that, but what it says in totality is: “While the Court may not waive the mandatory requirements of § 2001(b), the parties may.” It is clear in the Receiver’s Motion to Approve the Private Sale of the Property that neither the SEC nor Mr. Maroney objected to the relief sought, which included the waiver of a hearing. Therefore, the parties agreed to waive the hearing to preserve resources, as is allowed under applicable law.

It is clear that Benworth omitted the portions of the cases it cited that are unfavorable to its position, and included only those portions that support its argument. Benworth also entirely excluded the citation to any cases that state that the hearing, and other provisions of Rule 2001(b), may be waived. *See S.E.C. v. Davison, et al.*, Case No. 8:20-cv-325-MSS-MJM, Order (Dkt. 560)(M.D. Fla. April 22, 2022); *FTC, et al. v. E.M. Systems & Services, LLC et al.*, Case No. 8:15-cv-1417-T-23EAJ, Order (M.D. Fla. March 4, 2016) (finding good cause to excuse receiver from judicial sale procedures of 28 U.S.C. § 2001); *SEC v. A. Nadel et. al.*, Case No. 8:09-cv-00087-RAL-TBM, Order (M.D. Fla. Aug. 13, 2013) (authorizing receiver to sell automobile and deviate from appraisal and publication requirements under 28 U.S.C. § 2001).

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<sup>3</sup> Benworth made this same omission with respect to another case it cited, *SEC v. Gity*, 2022 WL 832388 (S.D. Fla. Jan. 4, 2022). Therein, the court again makes clear that the parties may waive the requirements of Rule 2001(b).

The Court's waiver or modification of Section 2001(b) is also consistent with decisions from other courts considering these issues. *See, e.g., S.E.C. v. Kirkland*, 2009 WL 1439087, at \*3 (M.D. Fla. May 22, 2009) (recommending approval of sale based on one appraisal); *S.E.C. v. Billion Coupons, Inc.*, 2009 WL 2143531, \*3 (D. Hawaii 2009) (authorizing sale without obtaining any appraisals given sufficient safeguards).

In *Huntington Nat. Bank v. Najero, Inc.*, 2014 WL 5473054 (E.D.Mich. Oct. 27, 2014), the court acknowledged that the parties could waive the requirements of 2001(b), and that some portions of the Rule were mandatory but others were discretionary, stating:

While § 2001(b) contains discretionary language that allows courts to order the sale of realty “upon such terms and conditions as the court approves, if it finds that the best interests of the estate will be conserved thereby,” the statute also includes mandatory language stating that (1) the court “shall appoint” three appraisers, (2) “[n]o private sale shall be confirmed at a price less than two-thirds of the appraised value,” (3) the sale “shall be published” in newspapers at least ten days before confirmation, and (4) the sale “shall not be confirmed” if a bona fide offer guaranteeing “at least a 10 per centum increase” is made. 28 U.S.C. § 2001(b). “The permissive language allowing the Court discretion to determine what is in the best interests of the estate is therefore limited by the minimum standards delineated by Congress of what satisfies the best interest standard. These standards cannot be waived by this Court.” *Huntington Nat. Bank v. JS & P, L.L.C.*, No. 2:13-cv-13841, 2014 WL 4374355, at \*2 (E.D.Mich. Sept.4, 2014) (citation omitted); *see also U.S. S.E.C. v. Wilson*, No. 12-cv15062, at \*2 (E.D.Mich. Mar. 28, 2013) (“The word shall in § 2001(b) unambiguously means must, and so this Court interprets the word just so. Before confirmation of any private sale, a court must appoint three disinterested persons to appraise the property. One will not do.” (emphasis in original)).

In addition to Benworth's receipt of the Motion to Approve the Sale of the Property on the date it was filed, Benworth's receipt of the Notice of lack of Bona Fide Offers on the date it was filed, and the communications between undersigned and Mr. Perez and between undersigned and Mr. Rey in October 2022, this Court issued a Report and Recommendation on October 7, 2022. [Dkt. 113]. The Report and Recommendation specifically stated that parties had fourteen days to file written objections and that "failure to submit such objections waived that party's right to challenge on appeal any unobjected-to factual finding or legal conclusion the district court adopts . . ." *Id.* Instead of objecting, or otherwise noting any concerns with the sale, and in spite of having received a copy of the Report and Recommendation, Benworth stayed silent. Benworth never filed an objection, Benworth never moved to intervene, and Benworth never raised any issue with the sale. Again, Benworth did nothing until this Court issued the Order to Show Cause and in its Response, and for the first time, raised an objection to the sale.

WHEREFORE, and for the foregoing reasons, Benworth should be sanctioned and this Court should initiate civil contempt proceedings against it.

**[signature appears on following page]**

Respectfully submitted,

*/s/ Nicole Deese Newlon* \_\_\_\_\_

NICOLE DEESE NEWLON

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*Counsel for Receiver,*

*Katherine C. Donlon*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on February 15, 2023, a true and correct copy of the foregoing was electronically filed with the United States District Court, Middle District of Florida, by using the CM/ECF System, which will serve a copy on all counsel of record. Further, undersigned counsel has caused to be served a copy of this Motion on all counsel for the Mira Plaintiffs, including:

Albert D. Rey, Esquire,  
[adrey@bellsouth.net](mailto:adrey@bellsouth.net)  
Albert D. Rey, P.A.,  
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/s/ Nicole Deese Newlon  
Attorney

# **EXHIBIT A**

**Brynn Walker**

---

**From:** Alexis S. Read  
**Sent:** Wednesday, February 1, 2023 1:34 PM  
**To:** Nicole Newlon  
**Cc:** adrey@bellsouth.net; Brynn Walker  
**Subject:** RE: Benworth/SEC v. Harbor City, et al.

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**WARNING - WIRE FRAUD ADVISORY:** PLEASE CONTACT ATTORNEY ALEXIS READ TO VERIFY ANY FUNDING OR WIRE TRANSFER INSTRUCTIONS RECEIVED. YOU MUST SPEAK WITH ALEXIS READ TO VERBALLY CONFIRM WIRE INSTRUCTIONS PRIOR TO SENDING ANY FUNDS. WE ARE NOT RESPONSIBLE FOR ANY WIRES SENT BY YOU TO AN INCORRECT BANK ACCOUNT.

---

**From:** Nicole Newlon <nnewlon@jclaw.com>  
**Sent:** Wednesday, February 1, 2023 1:24 PM  
**To:** Alexis S. Read <asr@alexisreadlaw.com>  
**Cc:** adrey@bellsouth.net; Brynn Walker <bwalker@jclaw.com>  
**Subject:** Benworth/SEC v. Harbor City, et al.

Alexis,

I intend to file a Motion for Clarification today of the Court’s Order from January 30, 2023. The Court indicated that we had to file any other motions for clarification without delay, so I need to file today before the end of the day. In an effort to include a certification of good faith discussion, even though I don’t think one is needed, I am writing to let you know we are asking for the Court to revise its prior order on the sale of the property to order that the property be sold free and clear of any claims/liens, that the proceeds from the sale be held in my firm’s trust account sufficient to pay off

any liens/claims, that the liens/claims that we do not object to we will immediately pay but that as for Benworth, et al.'s claim, including the demand for fees and costs, that we wait to pay that until further order of the Court.

I know that Benworth objects, which is the entire subject of the Court's Order, but I want to be sure to follow-up with this email so that I can make the representation that I did it, even if it seems futile or pointless. Effectively, I'm asking for the Court to clarify how to proceed with the sale it has ordered us to have when there are liens on the property. I have proposed a mechanism for doing so that again reiterates what the Court put in its order, and I simply need to know whether Benworth objects.

Thank you,

Nicole

**NICOLE DEESE NEWLON**

**PARTNER | Johnson, Cassidy, Newlon & DeCort**



**Phone:** 813.699.4858

**Fax:** 813.235.0462

**Email:** [nnewlon@jclaw.com](mailto:nnewlon@jclaw.com)

**Address:** 3242 Henderson Blvd, Suite 210  
Tampa, Florida 33609

[Website](#) | [Bio](#) | [vCard](#)

# **EXHIBIT B**

## Brynn Walker

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**From:** Nicole Newlon  
**Sent:** Wednesday, February 15, 2023 1:11 PM  
**To:** adrey@bellsouth.net  
**Subject:** Mira Holdings v. Celtic Enterprises  
**Attachment:** 2021.10.21 Order and Recommendation; 2021.11.04 Order  
2021.01.14 Order Granting Plaintiff SEC's Proposed Motion...

Mr. Rey,

I represent the Receiver for certain entities, including Celtic Enterprises. I have received notification that you filed a Complaint in Brevard County, Florida against Celtic Enterprises.

I have attached, for your reference, certain Orders entered by the Court for the Middle District of Florida, which adopts both the Report and Recommendation and proposed order submitted by the SEC that establish the receivership and the Receiver's duties. For purposes of clarity, I've also attached both of these latter documents for your review.

I will direct you to Section III, Stay of Litigation, and the paragraphs thereunder, including paragraphs 2 through 2. Therein, the Court specifies that all proceedings except the action initiated by the SEC proceeding are stayed as to the receivership entities, any parties to these ancillary proceedings are enjoined from commencing or continuing such legal proceedings, including, but not limited to, the issuance or employment of process, and that all ancillary proceedings are stayed in their entirety. Similarly, any court having jurisdiction of such ancillary proceedings is enjoined from taking or permitting any action until further Order of the Court issuing the attached Order.

I wanted to inform you of the Court's Order so that if any action is taken in the ancillary proceeding that you filed in Brevard County, you were aware of the Court's Order and the terms and conditions imposed therein. We would need to seek relief from the Court if any action is taken in these ancillary proceedings as it would be inconsistent with the Middle District of Florida Order attached hereto.

### NICOLE DEESE NEWLON

**PARTNER | Johnson, Cassidy, Newlon & DeCort**



**Phone:** 813.699.4858

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**Address:** 2802 N. Howard Ave • Tampa, FL 33607

[Website](#) | [Bio](#) | [vCard](#)

# **EXHIBIT C**

IN THE CIRCUIT COURT OF THE 18<sup>TH</sup> JUDICIAL CIRCUIT  
IN AND FOR BREVARD COUNTY, FLORIDA

MIRA HOLDINGS LLC (14.166667%),  
ZF CAPITAL LLC (13.888889%), LN  
INVESTMENTS, LLC (2.5%), CAPITAL  
PARTNERS 2, LLC (55.555556%), AND  
MARIA L. SANTAYANA LIVING TRUST  
(13.888889%),

Plaintiffs,

vs.

CASE NO: 05-2021-CA-052113-XXXX-XX

CELTIC ENTERPRISES, LLC, a  
Wyoming Limited Liability Company,  
CENTRAL FLORIDA PRODUCT  
INSTALLATIONS, LLC, a Florida  
Limited Liability Company,  
JONATHAN PAUL (“JP”) MARONEY,  
An individual, J DOE, et al.

Defendants.  
/

**PLAINTIFFS’ RESPONSE IN OPPOSITION AND MOTION TO  
STRIKE KATHERINE DONLON’S MOTION TO STAY**

COME NOW, Plaintiffs, by and through undersigned counsel, and hereby files this Response in Opposition and Motion to Strike Katherine Donlon’s (hereinafter referred to as “Donlon”) Motion to Stay and in support thereof states as follows:

**MOVANT’S PROCEDURAL DEFICIENCY PER THE FLORIDA  
RULES OF CIVIL PROCEDURE**

On December 15, 2021, Donlon filed a Motion to Stay designating herself as a “Court-Appointed Receiver” without specifying that she is a receiver NOT

in this case but in a Federal Civil case filed by the S.E.C. against the same defendant who is the subject of this foreclosure.

Donlon is not a party to this action and has not filed a Motion to Intervene as required under Florida Rule of Civil Procedure 1.230. Therefore, without a Motion to Intervene having being filed, briefed and argued and ruled upon Donlon has NO STANDING and no procedural vehicle to advance anything before this Court. Donlon is merely a private citizen appointed by a federal court as a receiver in a matter between the SEC and the defendant MARONEY.

### **BACKGROUND**

1. Donlon represents a Court Appointed Receiver in a Federal Case where Defendant, Jonathan Paul (JP) Maroney (hereinafter referred to as “Maroney”) is the SUBJECT of an injunction due to allegations of fraud by the SEC.
2. Plaintiffs are mortgage lenders, State of Florida Corporations, who lent money to Maroney, who has now defaulted on the mortgage payments. Plaintiffs are entitled to foreclose as a matter of law as detailed in the complaint filed by Plaintiffs.
3. Plaintiffs and Maroney are not related in any other way other than the subject mortgage and note.

### **THE FEDERAL INJUNCTION AGAINST MARONEY DOES NOT APPLY TO PLAINTIFFS**

Donlon comes to this Court and files the Motion to Stay and erroneously alleges that proposed Order Granting SEC Unopposed Motion for Appointment of Receiver (not signed by a Judge but adopted by reference by Order entered by Judge on November 8, 2021) in the case United States District Court, Middle

District of Florida, Securities and Exchanges Commission vs. Harbor City Capital Corp, Harbor City Ventures LLC, HCCF-1 LLC, HCCf-2 LLC, HCCF-3 LLC, HCCF-4 LLC, HCCF-5 LLC, Harbor City Digital Ventures, Inc., HCC Media Funding LLC, Jonathan P. Maroney, Celtic Enterprises LLC and Tonya L. Maroney, Case No: 6:21CV694 CEM DCI granting enjoinder somehow applies to Plaintiffs in this case. Copy of the proposed Order and the Order adopting same, are attached as Exhibit 1. (HEREINAFTER CALLED INJUNCTION ORDER)

The plain language and reading of the attached INJUNCTION ORDER makes it applicable ONLY to the following entities and/or individuals:

- a. Harbor City Capital Corp
- b. Harbor City Digital Ventures
- c. HCC Media Funding
- d. Celtic Enterprises

This list of entities ENJOINED does NOT include Plaintiffs. Moreover, Plaintiff was never the subject of, a party to, or given notice or an opportunity to be heard that its actions would somehow be enjoined as a result of the FEDERAL INJUNCTION. The Motion was presented to the Federal Court as unopposed, but it was unopposed because there was no notice provided to the Plaintiffs herein. At a minimum due process would require notice to parties whose commercial activities are being enjoined yet plaintiffs were never involved in the INJUNCTION ORDER.

Paragraph 3 of the proposed order states in part “all persons and entities with direct or indirect control over receivership assets” are restrained and enjoined from directly or indirectly transferring, setting off”. Again, this does not include Plaintiffs.

The clear and plain language and reading of the proposed Order where Plaintiffs are NOT named parties were not noticed, not included, and not mentioned confirms that it is inapplicable to Plaintiff foreclosing in a State case on assets belonging to the defendant/subject, Maroney. While Donlon may be entitled to receive any surplus after a sale after Plaintiffs are paid, Donlon cannot interfere in a state court proceeding by attempting to stay this matter. Donlons efforts are procedurally defective due to non-compliance with Rule 1.230 of the Florida Rules of Civil Procedure, or substantively as detailed hereinbelow.

Donlon articulates no cogent legal argument to support a basis as to how Donlon's Order applies to Plaintiff. Donlon shows no legal STATE or FEDERAL authority to support the remedy she seeks. To wit; to stay a state foreclosure action. Instead, in Donlon's Motion to Stay, she extrapolates completely out of context language that is applied in the preamble of the Order only to the "Receivership entities" (NOT PLAINTIFFS) and casts a wide net as if "all legal proceedings of any nature" to include the instant foreclosing proceedings initiated and maintained by some other entity or person other than the receivership entities enjoined in the order.

### **MEMORADUM OF LAW AND ARGUMENT**

Pursuant to 28 U.S.C. Section 2283 Stay of State Court Proceedings, a Court of the United States may not grant an injunction to stay proceedings in a State Case except as expressly authorized by an act of congress, or where necessary in aid of its authority or to protect or effectuate it judgments.

To obtain any federal injunction of a pending State Court proceeding a Federal Plaintiff must first hurdle 28 USC Section 2283 otherwise known as the Anti Injunction Act. Unless the Federal Government can show that the relief sought is as follows:

- a. Expressly authorized by an act of Congress
- b. Necessary in aid of the Federal Court's jurisdiction
- c. Necessary to effectuate a Federal Judgment

A Federal Statute qualifies as "expressly authorized" if it creates a specific and uniquely federal right or remedy that could be frustrated if the Federal Court were not so empowered. *Mitchum v. Foster*, 407 U.S. 225, 237 (1972). Also, if the injunction that may be necessary in aid of Federal Court's authority. *Harkrader v. Wadley*, 172 U.S. 148 (1898); *Dombrowski v. Pfister*, 380 U.S. 479 (1965).

If a Plaintiff, or in this case Donlon, fails to fit one of the three narrow statutory exceptions the Federal prayer for injunctive relief must be dismissed irrespective of whether the relief is pled under equitable principles because there is a statutory remedy and prescribed limitations under 28 USC 2283. See *Atlantic Coast Railroad Company vs. Brotherhood of Locomotive Engineers*, 398 US 281 (1970).

First, as mentioned at the inception of this response Donlon's injunction is inapplicable as it applies ONLY to the receivership entities detailed in the INJUNCTION ORDER. Plaintiffs are NOT receivership entities. However, even if we were to assume, for arguments sake, that Plaintiffs were somehow included, then 28 USC Section 2283 serves as a statutory bulwark restricting or limiting its

authority only to specific enumerated factors under which a Federal Court may enjoin a State Court action. None of these exceptions, under any stretch apply.

Florida law is clear on this issue and has been undisturbed since 1970 when the *1<sup>st</sup> District Court of Appeals* decided *Robert Mitchum v. State of Florida*, 237 So. 2d 72 (Fla. 1<sup>st</sup> DCA 1970). In that case, a Plaintiff enjoined by Florida State Law from continuing to sell what was deemed by State Law as “obscene materials” sought refuge from State Court by filing an action in US District Court for the Northern District of Florida seeking an injunction of the State Court proceedings which were underway. The First District Court of Appeals addressed the issue whether the Federal Court had the legal authority to enjoin a State Court proceeding and ruled that the Federal Court did not have the authority.

Addressing the prohibitions of 28 USC 2283, the appellant in MITCHUM argued that federal Statute 2283 was inapplicable, and Respondent argued that based on the clear statutory language the Federal Court had no authority to stay a State Court Proceeding. The Court engaged in a very lengthy discussion on the 10<sup>th</sup> Amendment and the powers reserved to the States concluded citing several Federal Appellate case and United States Supreme Court precedent addressing the same issue and ruled that “A Federal Court does not have the inherent power to ignore the limitations of 2283 and enjoin State Court proceedings merely because those proceedings may interfere or invade an area pre-empted by Federal Law.” See, *Atlantic Coast Railroad Company vs. Brotherhood of Locomotive Engineers*, 398 US 281 (1970); *Amalgamated Clothing vs. Richman*, 348 US 511 (1955).

Quoting from the United States Supreme Court in Atlantic Coast Railroad, the 1<sup>st</sup> District Court of Appeal in Mitchum said as follows: “Any doubts as to the propriety of a Federal Injunction against State Court proceedings should be resolved in favor of permitting the State Court to proceed in an orderly fashion to determine the controversy.” The explicit working of Section 2283 itself implies as much and the fundamental principal of a dual system of Court leads to that conclusion.”

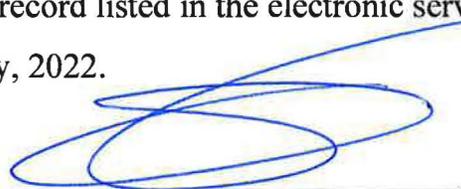
While Plaintiffs do not believe that this COURT needs to engage in this final analysis because the MOVANT/DONLON has no standing since she has not moved to intervene pursuant to FRCP 1.230 or been granted the right to intervene and should be estopped from arguing anything for want of standing.

### CONCLUSION

The Motion to STAY filed by Donlon a non-party should be STRICKEN for lack of standing and DENIED. Even if The Court were to consider the ORDER OF INJUNCTION it is clear from a plain reading of the ORDER that it DOES NOT include Plaintiffs as parties enjoined in said ORDER OF INJUNCTION, which order would in any case be void as to Plaintiffs since Plaintiffs’ due process rights were violated by the absolute failure to be provided notice and an opportunity to be heard; and lastly Federal Statute 28 USC 2283 prohibits a federal court from enjoining or staying a state court proceeding except in very limited circumstances. In Mitchum, a Florida 1<sup>st</sup> DCA case, the Court interpreted and ruled on 28 USC 2283 and the ruling militates strongly against the relief that the MOVANT /DONLAN seeks from this court.

WHEREFORE, Plaintiffs respectfully request that this Court deny Donlon's Motion to Stay and proceed with the foreclosure action and whatever other relief it deems just and reasonable.

I HEREBY CERTIFY that a true and correct copy of the foregoing PLAINTIFFS' RESPONSE IN OPPOSITION AND MOTION TO STRIKE KATHERINE DONLON'S MOTION TO STAY has been furnished via electronic mail to all parties and counsel of record listed in the electronic service list for this action on this 18<sup>th</sup> day of January, 2022.



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**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA**

**CIVIL ACTION NO. 6:21-cv-694-CEM-DCI**

**SECURITIES AND EXCHANGE COMMISSION,**

**Plaintiff,**

**v.**

**HARBOR CITY CAPITAL CORP.,  
HARBOR CITY VENTURES LLC,  
HCCF-1 LLC,  
HCCF-2 LLC,  
HCCF-3 LLC,  
HCCF-4 LLC,  
HCCF-5 LLC,  
HARBOR CITY DIGITAL VENTURES INC.,  
HCC MEDIA FUNDING LLC,  
JONATHAN P. MARONEY,**

**Defendants,**

**and**

**CELTIC ENTERPRISES LLC and  
TONYA L. MARONEY,**

**Relief Defendants.**

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**ORDER GRANTING PLAINTIFF  
SECURITIES AND EXCHANGE COMMISSION'S  
UNOPPOSED MOTION FOR APPOINTMENT OF RECEIVER**

THIS CAUSE came before the Court on Plaintiff Securities and Exchange Commission's Unopposed Motion and Memorandum of Law for Appointment of Receiver [DE 60]. The Court has already granted the Motion in part in so far as

Katherine Donlon, Esq. is appointed to serve as receiver over defendants Harbor City Capital Corp., Harbor City Ventures LLC, HCCF-1 LLC, HCCF-2 LLC, HCCF-3 LLC, HCCF-5 LLC, Harbor City Digital Ventures Inc., HCC Media Funding LLC, and relief defendant Celtic Enterprises LLC (“Receivership Entities”) *See* Order (Doc. 68). In addition to the Court’s appointment of Ms. Donlon as Receiver, it is further **ORDERED AND ADJUDGED** that the Motion [DE 60] is **GRANTED** as follows:

1. The Court takes exclusive jurisdiction and possession of the assets, of whatever kind and wherever situated, of the Receivership Entities.

2. Until further Order of this Court, Katherine C. Donlon is appointed to serve without bond as receiver (the “Receiver”) for the estates of the Receivership Entities and is given authority to retain Nicole D. Newlon of Johnson, Cassidy, Newlon & DeCort, as counsel.

#### **I. Asset Freeze**

3. Except as otherwise specified herein, all Receivership Assets are frozen until further order of the Court. Accordingly, all persons and entities with direct or indirect control over any Receivership Assets, other than the Receiver, are hereby restrained and enjoined from directly or indirectly transferring, setting off, receiving, changing, selling, pledging, assigning, liquidating or otherwise disposing of or withdrawing such assets. This freeze shall include, but not be

limited to, Receivership Assets in the form of real estate and funds that are on deposit with financial institutions such as banks, brokerage firms, and mutual funds.

## **II. General Powers and Duties of Receiver**

4. The Receiver shall have all powers, authorities, rights and privileges heretofore possessed by the officers, directors, managers, members and general and limited partners of the Receivership Entities under applicable state, federal, or foreign law, by the governing charters, by-laws, articles and/or agreements in addition to all powers and authority of a receiver at equity, and all powers conferred upon a receiver by the provisions of 28 U.S.C. §§ 754, 959 and 1692, and Federal Rule of Civil Procedure 66.

5. The trustees, directors, officers, managers, employees, investment advisors, accountants, attorneys, and other agents of the Receivership Entities are hereby dismissed and the powers of any general partners, directors, members and/or managers are hereby suspended. Such persons and entities shall have no authority with respect to the Receivership Entities' operations or assets, except to the extent as may hereafter be expressly granted by the Receiver. The Receiver shall assume and control the operation of the Receivership Entities and shall pursue and preserve all their claims.

6. No person holding or claiming any position of any sort with any of the Receivership Entities shall possess any authority to act by or on behalf of any of the Receivership Entities.

7. Subject to the specific provisions in Sections III through XIV, below, the Receiver has the following general powers and duties:

A. To use reasonable efforts to determine the nature, location and value of all property interests of the Receivership Entities, including, but not limited to, monies, funds, securities, credits, effects, goods, chattels, lands, premises, leases, claims, rights and other assets, together with all rents, profits, dividends, interest or other income attributable thereto, of whatever kind, which the Receivership Entities own, possess, have a beneficial interest in, or control directly or indirectly (“Receivership Property” or, collectively, the “Receivership Estates”);

B. To take custody, control and possession of all Receivership Property and records relevant thereto from the Receivership Entities; to sue for and collect, recover, receive and take into possession from third parties all Receivership Property and records relevant thereto;

C. To manage, control, operate and maintain the Receivership Estates and hold in Receiver’s possession, custody and control all Receivership Property, pending further Order of the Court;

D. To use Receivership Property for the benefit of the Receivership Estates, making payments and disbursements and incurring expenses as may be necessary or advisable in the ordinary course of business in discharging Receiver’s duties;

E. To take any action which, prior to the entry of this Order, could have been taken by the officers, directors, partners, members, managers, trustees and agents of the Receivership Entities;

F. To engage and employ persons in Receiver’s discretion to assist Receiver in carrying out Receiver’s duties and responsibilities hereunder, including, but not limited to, accountants, attorneys,

securities traders, registered representatives, financial or business advisers, liquidating agents, real estate agents, forensic experts, brokers, traders or auctioneers;

G. To take such action as necessary and appropriate for the preservation of Receivership Property or to prevent the dissipation or concealment of Receivership Property;

H. The Receiver is authorized to issue subpoenas for documents and testimony consistent with the Federal Rules of Civil Procedure;

I. To bring such legal actions based on law or equity in any state, federal, or foreign court as the Receiver deems necessary or appropriate in discharging Receiver's duties;

J. To pursue, resist and defend all suits, actions, claims and demands which may now be pending or which may be brought by or asserted against the Receivership Estates; and,

K. To take such other action as may be approved by the Court.

### **III. Access to Information**

8. The Receivership Entities and the past and/or present officers, directors, agents, members, managers, general and limited partners, trustees, attorneys, accountants and employees of the Receivership Entities, as well as those acting in their place, are ordered and directed to preserve and turn over to the Receiver forthwith all paper and electronic information of, and/or relating to, the Receivership Entities and/or all Receivership Property; such information shall include but not be limited to books, records, documents, accounts and all other instruments and papers.

9. The Receivership Entities and the Receivership Entities' past and/or present officers, directors, agents, attorneys, members, managers, shareholders, employees, accountants, debtors, creditors, managers and general and limited partners, and other appropriate persons or entities shall answer under oath to the Receiver all questions which the Receiver may put to them and produce all documents as required by the Receiver regarding the business of the Receivership Entities, or any other matter relevant to the operation or administration of the receivership or the collection of funds due to the Receivership Entities. In the event the Receiver deems it necessary to require the appearance of the aforementioned persons or entities, the Receiver shall make its discovery requests in accordance with the Federal Rules of Civil Procedure.

10. The Receiver is authorized to issue subpoenas, to compel testimony of persons or production of records, consistent with the Federal Rules of Civil Procedure and applicable Local Rules, except for the provisions of Federal Rule of Civil Procedure 26(d)(1), concerning any subject matter within the powers and duties granted by this Order.

#### **IV. Access to Books, Records and Accounts**

11. The Receiver is authorized to take immediate possession of all assets, bank accounts or other financial accounts, books and records and all other documents or instruments relating to the Receivership Entities. All persons and

entities having control, custody, or possession of any Receivership Property are hereby directed to turn such property over to the Receiver.

12. The Receivership Entities and the Receivership Entities' past and/or present officers, directors, agents, attorneys, members, managers, shareholders, employees, accountants, debtors, creditors, managers and general and limited partners, and other appropriate persons or entities shall cooperate with and assist the Receiver in the performance of Receiver's duties.

13. The Receivership Entities, as well as their agents, servants, employees, attorneys, any persons acting for or on behalf of the Receivership Entities, and any persons receiving notice of this Order by personal service, facsimile transmission or otherwise, having possession of the property, business, books, records, accounts or assets of the Receivership Entities are directed to deliver the same to the Receiver or the Receiver's agents and/or employees.

14. All banks, brokerage firms, financial institutions, and other persons or entities that have possession, custody or control of any assets or funds held by, in the name of, or for the benefit of, directly or indirectly, the Receivership Entities that receive actual notice of this Order by personal service, email, overnight delivery, mail, facsimile transmission or otherwise shall:

A. Not liquidate, transfer, sell, convey, or otherwise transfer any assets, securities, funds, or accounts in the name of or for the benefit of the Receivership Entities except upon instructions from the Receiver;

B. Not exercise any form of set-off, alleged set-off, lien, or any form of self-help whatsoever, or refuse to transfer any funds or assets to the Receiver's control without the permission of this Court;

C. Within five (5) business days of receipt of that notice, serve on the Receiver and counsel for the Commission a certified statement setting forth, with respect to each such account or other asset, the balance in the account or description of the assets as of the close of business on the date of receipt of the notice; and,

D. Cooperate expeditiously in providing information and transferring funds, assets and accounts to the Receiver or at the direction of the Receiver.

#### **V. Access to Real and Personal Property**

15. The Receiver is authorized to take immediate possession of all personal property of the Receivership Entities, wherever located, including, but not limited to, electronically stored information, computers, laptops, hard drives, external storage drives, and any other such memory, media or electronic storage devices, books, papers, data processing records, evidence of indebtedness, bank records and accounts, savings records and accounts, brokerage records and accounts, certificates of deposit, stocks, bonds, debentures, and other securities and investments, contracts, mortgages, furniture, office supplies and equipment.

16. The Receiver is authorized to take immediate possession of all real property of the Receivership Entities, wherever located, including but not limited to all ownership and leasehold interests and fixtures. Upon receiving actual notice of this Order by personal service, email, overnight delivery, mail, facsimile

transmission or otherwise, all persons other than law enforcement officials acting within the course and scope of their official duties, are (without the express written permission of the Receiver) prohibited from: (a) entering such premises; (b) removing anything from such premises; or, (c) destroying, concealing or erasing anything on such premises.

17. In order to execute the express and implied terms of this Order, the Receiver is authorized to change door locks to the premises described above. The Receiver shall have exclusive control of the keys. The Receivership Entities, or any other person acting or purporting to act on their behalf, are ordered not to change the locks in any manner, nor to have duplicate keys made, nor shall they have keys in their possession during the term of the receivership.

18. The Receiver is authorized to open all mail directed to or received by or at the offices or post office boxes of the Receivership Entities, and to inspect all mail opened prior to the entry of this Order, to determine whether items or information therein fall within the mandates of this Order.

#### **VI. Notice to Third Parties**

19. The Receiver shall promptly give notice of Receiver's appointment to all known officers, directors, agents, employees, shareholders, creditors, debtors, members, managers and general and limited partners of the Receivership Entities,

as the Receiver deems necessary or advisable to effectuate the operation of the receivership.

20. All persons and entities owing any obligation, debt, or distribution with respect to an ownership interest to any Receivership Entity shall, until further ordered by the Court, pay all such obligations in accordance with the terms thereof to the Receiver and its receipt for such payments shall have the same force and effect as if the Receivership Entity had received such payment.

21. In furtherance of Receiver's responsibilities in this matter, the Receiver is authorized to communicate with, and/or serve this Order upon, any person, entity or government office that he deems appropriate to inform them of the status of this matter and/or the financial condition of the Receivership Estates. All government offices which maintain public files of security interests in real and personal property shall, consistent with such office's applicable procedures, record this Order upon the request of the Receiver or the Commission.

22. The Receiver is authorized to instruct the United States Postmaster to hold and/or reroute mail which is related, directly or indirectly, to the business, operations or activities of any of the Receivership Entities (the "Receiver's Mail"), including all mail addressed to, or for the benefit of, the Receivership Entities. The Postmaster shall not comply with, and shall immediately report to the Receiver, any change of address or other instruction given by anyone other than the Receiver

concerning the Receiver's Mail. The Receivership Entities shall not open any of the Receiver's Mail and shall immediately turn over such mail, regardless of when received, to the Receiver. All personal mail of any Receivership Entities, and/or any mail appearing to contain privileged information, and/or any mail not falling within the mandate of the Receiver, shall be released to the named addressee by the Receiver. The foregoing instructions shall apply to any proprietor, whether individual or entity, of any private mailbox, depository, business or service, or mail courier or delivery service, hired, rented or used by the Receivership Entities. The Receivership Entities shall not open a new mailbox or take any steps or make any arrangements to receive mail in contravention of this Order, whether through the U.S. mail, a private mail depository or courier service.

23. Subject to payment for services provided, any entity furnishing water, electric, telephone, sewage, garbage or trash removal services to the Receivership Entities shall maintain such service and transfer any such accounts to the Receiver unless instructed to the contrary by the Receiver.

## **VII. Injunction Against Interference with Receiver**

24. The Receivership Entities and all persons receiving notice of this Order by personal service, email, overnight delivery, mail, facsimile or otherwise, are hereby restrained and enjoined from directly or indirectly taking any action or

causing any action to be taken, without the express written agreement of the Receiver, which would:

A. Interfere with the Receiver's efforts to take control, possession, or management of any Receivership Property; such prohibited actions include but are not limited to, using self-help or executing or issuing or causing the execution or issuance of any court attachment, subpoena, replevin, execution, or other process for the purpose of impounding or taking possession of or interfering with or creating or enforcing a lien upon any Receivership Property;

B. Hinder, obstruct or otherwise interfere with the Receiver in the performance of Receiver's duties; such prohibited actions include but are not limited to, concealing, destroying or altering records or information;

C. Dissipate or otherwise diminish the value of any Receivership Property; such prohibited actions include but are not limited to, releasing claims or disposing, transferring, exchanging, assigning or in any way conveying any Receivership Property, enforcing judgments, assessments or claims against any Receivership Property or any Receivership Entity, attempting to modify, cancel, terminate, call, extinguish, revoke or accelerate (the due date), of any lease, loan, mortgage, indebtedness, security agreement or other agreement executed by any Receivership Entity or which otherwise affects any Receivership Property; or,

D. Interfere with or harass the Receiver or interfere in any manner with the exclusive jurisdiction of this Court over the Receivership Entities.

25. The Receiver shall promptly notify the Court and Commission counsel of any failure or apparent failure of any person or entity to comply in any way with the terms of this Order.

### **VIII. Stay of Litigation**

26. As set forth in detail below, the following proceedings, excluding the instant proceeding and all police or regulatory actions and actions of the Commission related to the above-captioned enforcement action, are stayed until further Order of the Court:

All civil legal proceedings of any nature, including, but not limited to, bankruptcy proceedings, arbitration proceedings, foreclosure actions, default proceedings, or other actions of any nature involving: (a) the Receiver, in Receiver's capacity as Receiver; (b) any Receivership Property, wherever located; (c) any of the Receivership Entities, including subsidiaries and partnerships; or, (d) any of the Receivership Entities' past or present officers, directors, managers, agents, or general or limited partners sued for, or in connection with, any action taken by them while acting in such capacity of any nature, whether as plaintiff, defendant, third-party plaintiff, third-party defendant, or otherwise (such proceedings are hereinafter referred to as "Ancillary Proceedings").

27. The parties to any and all Ancillary Proceedings are enjoined from commencing or continuing any such legal proceeding, or from taking any action, in connection with any such proceeding, including, but not limited to, the issuance or employment of process.

28. All Ancillary Proceedings are stayed in their entirety, and all courts having any jurisdiction thereof are enjoined from taking or permitting any action until further Order of this Court. Further, as to a cause of action accrued or accruing in favor of one or more of the Receivership Entities against a third person or party, any applicable statute of limitation is tolled during the period in which

this injunction against commencement of legal proceedings is in effect as to that cause of action.

### **IX. Managing Assets**

29. For each of the Receivership Estates, the Receiver shall establish one or more custodial accounts at a federally insured bank to receive and hold all cash equivalent Receivership Property (the "Receivership Funds").

30. The Receiver's deposit account shall be entitled, together with the name of the action:

- A. Receiver's Account, Estate of Harbor City Capital Corp.
- B. Receiver's Account, Estate of Harbor City Ventures LLC
- C. Receiver's Account, Estate of HCCF-1 LLC
- D. Receiver's Account, Estate of HCCF-2 LLC
- E. Receiver's Account, Estate of HCCF-3 LLC
- F. Receiver's Account, Estate of HCCF-4 LLC
- G. Receiver's Account, Estate of HCCF-5 LLC
- H. Receiver's Account, Estate of Harbor City Digital Ventures Inc.
- I. Receiver's Account, Estate of HCC Media Funding LLC
- J. Receiver's Account, Estate of Celtic Enterprises LLC

31. The Receiver may, without further Order of the Court, transfer, compromise, or otherwise dispose of any Receivership Property, other than real

estate, in the ordinary course of business, on terms and in the manner the Receiver deems most beneficial to the Receivership Estate, and with due regard to the realization of the true and proper value of such Receivership Property.

32. Subject to Paragraph 33 immediately below, the Receiver is authorized to locate, list for sale or lease, engage a broker for sale or lease, cause the sale or lease, and take all necessary and reasonable actions to cause the sale or lease of all real property in the Receivership Estates, either at public or private sale, on terms and in the manner the Receiver deems most beneficial to the Receivership Estate, and with due regard to the realization of the true and proper value of such real property.

33. Upon further Order of the Court, pursuant to such procedures as may be required by this Court and additional authority such as 28 U.S.C. §§ 2001 and 2004, the Receiver will be authorized to sell, and transfer clear title to, all real property in the Receivership Estates.

34. The Receiver is authorized to take all actions to manage, maintain, and/or wind-down business operations of the Receivership Estates, including making legally required payments to creditors, employees, and agents of the Receivership Estates and communicating with vendors, investors, governmental and regulatory authorities, and others, as appropriate.

35. The Receiver shall take all necessary steps to enable the Receivership Funds to obtain and maintain the status of a taxable "Settlement Fund," within the meaning of Section 468B of the Internal Revenue Code and of the regulations, when applicable.

36. Upon request by the Receiver, any company providing telephone services to the Corporate Defendants or Relief Defendants shall provide a reference of calls from any number presently assigned to the Defendants and Relief Defendants to any such number designated by the Receiver or perform any other changes necessary to the conduct of the receivership.

37. In the event the Receiver discovers that funds of persons who have invested in HARBOR CITY CAPITAL CORP., HARBOR CITY VENTURES LLC, HCCF-1 LLC, HCCF-2 LLC, HCCF-3 LLC, HCCF-4 LLC, HCCF-5 LLC, HARBOR CITY DIGITAL VENTURES INC., or HCC MEDIA FUNDING LLC, have been transferred to other persons or entities, the Receiver shall apply to this Court for an Order giving the Receiver possession of such funds and, if the Receiver deems it advisable, extending this receivership over any person or entity holding such investor funds.

#### **X. Investigate and Prosecute Claims**

38. Subject to the requirement, in Section VII above, that leave of this Court is required to resume or commence certain litigation, the Receiver is

authorized, empowered and directed to investigate, prosecute, defend, intervene in or otherwise participate in, compromise, and/or adjust actions in any state, federal or foreign court or proceeding of any kind as may in Receiver's discretion, and in consultation with Commission counsel, be advisable or proper to recover and/or conserve Receivership Property.

39. Subject to Receiver's obligation to expend receivership funds in a reasonable and cost-effective manner, the Receiver is authorized, empowered and directed to investigate the manner in which the financial and business affairs of the Receivership Entities were conducted and (after obtaining leave of this Court) to institute such actions and legal proceedings, for the benefit and on behalf of the Receivership Estate, as the Receiver deems necessary and appropriate; the Receiver may seek, among other legal and equitable relief, the imposition of constructive trusts, disgorgement of profits, asset turnover, avoidance of fraudulent transfers, rescission and restitution, collection of debts, and such other relief from this Court as may be necessary to enforce this Order. Where appropriate, the Receiver should provide prior notice to Counsel for the Commission before commencing investigations and/or actions.

40. The Receiver hereby holds, and is therefore empowered to waive, all privileges, including the attorney-client privilege, held by all Receivership Entities.

41. The receiver has a continuing duty to ensure that there are no conflicts of interest between the Receiver, Receiver's Retained Personnel (as that term is defined below), and the Receivership Estate.

### **XI. Bankruptcy Filing**

42. The Receiver may seek authorization of this Court to file voluntary petitions for relief under Title 11 of the United States Code (the "Bankruptcy Code") for the Receivership Entities. If a Receivership Entity is placed in bankruptcy proceedings, the Receiver may become, and may be empowered to operate each of the Receivership Estates as, a debtor in possession. In such a situation, the Receiver shall have all the powers and duties as provided a debtor in possession under the Bankruptcy Code to the exclusion of any other person or entity. Pursuant to Paragraph 4 above, the Receiver is vested with management authority for all Receivership Entities and may therefore file and manage a Chapter 11 petition.

43. The provisions of Section VIII above bar any person or entity, other than the Receiver, from placing any of the Receivership Entities in bankruptcy proceedings.

### **XII. Liability of Receiver**

44. Until further Order of the Court, the Receiver shall not be required to post bond or give an undertaking of any type in connection with Receiver's fiduciary obligations in this matter.

45. The Receiver and Receiver's agents, acting within scope of such agency ("Retained Personnel"), are entitled to rely on all outstanding rules of law and Orders of the Court and shall not be liable to anyone for their own good faith compliance with any order, rule, law, judgment, or decree. In no event shall the Receiver or Retained Personnel be liable to anyone for their good faith compliance with their duties and responsibilities as Receiver or Retained Personnel, nor shall the Receiver or Retained Personnel be liable to anyone for any actions taken or omitted by them except upon a finding by the Court that they acted or failed to act as a result of malfeasance, bad faith, gross negligence, or in reckless disregard of their duties.

46. The Court shall retain jurisdiction over any action filed against the Receiver or Retained Personnel based upon acts or omissions committed in their representative capacities.

47. In the event the Receiver decides to resign, the Receiver shall first give written notice to the Commission's counsel of record and the Court of its intention, and the resignation shall not be effective until the Court appoints a successor. The Receiver shall then follow such instructions as the Court may provide.

### **XIII. Recommendations and Reports**

48. The Receiver is authorized, empowered, and directed to develop a plan for the fair, reasonable, and efficient recovery and liquidation of all remaining, recovered, and recoverable Receivership Property (the "Liquidation Plan").

49. Within ninety (90) days of the entry date of this Order, the Receiver shall file the Liquidation Plan in the above-captioned action, with service copies to counsel of record.

50. Within thirty (30) days after the end of each calendar quarter, the Receiver shall file and serve a full report and accounting of each Receivership Estate (the "Quarterly Status Report"), reflecting (to the best of the Receiver's knowledge as of the period covered by the report) the existence, value, and location of all Receivership Property, and of the extent of liabilities, both those claimed to exist by others and those the Receiver believes to be legal obligations of the Receivership Estates.

51. The Quarterly Status Report shall contain the following:

A. A summary of the operations of the Receiver;

B. The amount of cash on hand, the amount and nature of accrued administrative expenses, and the amount of unencumbered funds in the estate;

C. A schedule of all the Receiver's receipts and disbursements (attached as Exhibit A to the Quarterly Status Report), with one

column for the quarterly period covered and a second column for the entire duration of the receivership;

D. A description of all known Receivership Property, including approximate or actual valuations, anticipated or proposed dispositions, and reasons for retaining assets where no disposition is intended;

E. A description of liquidated and unliquidated claims held by the Receivership Estate, including the need for forensic and/or investigatory resources; approximate valuations of claims; and anticipated or proposed methods of enforcing such claims (including likelihood of success in: (i) reducing the claims to judgment; and, (ii) collecting such judgments);

F. A list of all known creditors with their addresses and the amounts of their claims;

G. The status of Creditor Claims Proceedings, after such proceedings have been commenced; and,

H. The Receiver's recommendations for a continuation or discontinuation of the receivership and the reasons for the recommendations.

52. On the request of the Commission, the Receiver shall provide the Commission with any documentation that the Commission deems necessary to meet its reporting requirements, that is mandated by statute or Congress, or that is otherwise necessary to further the Commission's mission.

#### **XIV. Fees, Expenses and Accountings**

53. Subject to Paragraphs 54-59 immediately below, the Receiver need not obtain Court approval prior to the disbursement of Receivership Funds for expenses in the ordinary course of the administration and operation of the

receivership. Further, prior Court approval is not required for payments of applicable federal, state or local taxes.

54. Subject to Paragraph 55 immediately below, the Receiver is authorized to solicit persons and entities (“Retained Personnel”) to assist Receiver in carrying out the duties and responsibilities described in this Order. Except for counsel retained by the Receiver pursuant to Paragraph 2 of this Order, the Receiver shall not engage any Retained Personnel without first obtaining an Order of the Court authorizing such engagement.

55. The Receiver and Retained Personnel are entitled to reasonable compensation and expense reimbursement from the Receivership Estates as described in the “Billing Instructions for Receivers in Civil Actions Commenced by the U.S. Securities and Exchange Commission” (the “Billing Instructions”) agreed to by the Receiver. Such compensation shall require the prior approval of the Court.

56. Within forty-five (45) days after the end of each calendar quarter, the Receiver and Retained Personnel shall apply to the Court for compensation and expense reimbursement from the Receivership Estates (the “Quarterly Fee Applications”). At least thirty (30) days prior to filing each Quarterly Fee Application with the Court, the Receiver will serve upon counsel for the Commission a complete copy of the proposed Application, together with all

exhibits and relevant billing information in a format to be provided by Commission staff.

57. All Quarterly Fee Applications will be interim and will be subject to cost benefit and final reviews at the close of the receivership. At the close of the receivership, the Receiver will file a final fee application, describing in detail the costs and benefits associated with all litigation and other actions pursued by the Receiver during the receivership.

58. Quarterly Fee Applications may be subject to a holdback in the amount of 20% of the amount of fees and expenses for each application filed with the Court. The total amounts held back during the receivership will be paid out at the discretion of the Court as part of the final fee application submitted at the close of the receivership. Each Quarterly Fee Application shall:

A. Comply with the terms of the Billing Instructions agreed to by the Receiver; and,

B. Contain representations (in addition to the Certification required by the Billing Instructions) that: (i) the fees and expenses included therein were incurred in the best interests of the Receivership Estate; and, (ii) with the exception of the Billing Instructions, the Receiver has not entered into any agreement, written or oral, express or implied, with any person or entity concerning the amount of compensation paid or to be paid from the Receivership Estate, or any sharing thereof.

59. At the close of the Receivership, the Receiver shall submit a Final Accounting, in a format to be provided by Commission staff, as well as the Receiver's final application for compensation and expense reimbursement.

**DONE AND ORDERED** in Orlando, Florida on August \_\_, 2021.

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**CARLOS E. MENDOZA**  
**UNITED STATES DISTRICT JUDGE**

cc: counsel of record

# **EXHIBIT B**

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION**

**SECURITIES AND EXCHANGE  
COMMISSION,**

**Plaintiff,**

v.

**Case No: 6:21-cv-694-CEM-DCI**

**HARBOR CITY CAPITAL CORP.,  
HARBOR CITY VENTURES, LLC,  
HCCF-1 LLC, HCCF-2 LLC, HCCF-3  
LLC, HCCF-4 LLC, HCCF-5 LLC,  
HARBOR CITY DIGITAL VENTURES,  
INC., HCC MEDIA FUNDING, LLC,  
JONATHAN P. MARONEY, CELTIC  
ENTERPRISES, LLC and TONYA L.  
MARONEY,**

**Defendants.**

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**REPORT AND RECOMMENDATION**

This cause comes before the Court for consideration of a Notice filed by the Securities and Exchange Commission (SEC) that includes as an attachment a 24-page Proposed Order Appointing Receiver. Docs. 72 (the Notice); 72-1 (the Proposed Order). The Notice has been referred to the undersigned for consideration and issuance of a report and recommendation.

On June 16, 2021, the SEC filed a Motion to Appoint Receiver. Doc. 60. That motion was referred to the undersigned for consideration, and the undersigned issued a report recommending that the motion be granted in part (to the extent a receiver should be appointed) but denied in part (to the extent the SEC requested that a particular order should issue delineating the receiver's powers and responsibilities). Doc. 66. Indeed, as the undersigned noted, "the SEC provided neither a proposed order as an attachment to the Motion, nor set forth in the Motion what powers the Court should vest in the receiver." *Id.* at 4. The undersigned recommended that the Court

“direct[] the SEC to file a proposed order delineating the receiver’s responsibilities and powers.”

*Id.*

Prior to the expiration of the objection period for that report, the SEC filed a Motion for Entry of Proposed Order Appointing Receiver and attached to that motion a proposed order appointing the receiver. Docs. 67; 67-1.

Then, with no objection having been filed to the report, the Court entered an order adopting the report. Doc. 68. In that order, the Court adopted the report and referred to the undersigned the foregoing motion. *Id.* at 2-3. But because that motion failed to comply with Local Rules 3.01(a) and (g), the undersigned denied that motion. Doc. 67. Finally, on August 18, 2021, the SEC filed the Notice and Proposed Order. Docs. 72; 72-1. Despite ample opportunity to do so, no party has objected to the Notice or the Proposed Order, and the undersigned notes that the Motion for Entry of Proposed Order Appointing Receiver was unopposed. The undersigned has reviewed the Proposed Order—which appears to be unopposed—and finds that it is due to be entered by the Court.

Accordingly, it is respectfully **RECOMMENDED** that the Court enter the Proposed Order (Doc. 72-1).

**Recommended** in Orlando, Florida on October 21, 2021.

  
\_\_\_\_\_  
DANIEL C. IRICK  
UNITED STATES MAGISTRATE JUDGE

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

**SECURITIES AND EXCHANGE  
COMMISSION,**

**Plaintiff,**

**v.**

**Case No. 6:21-cv-694-CEM-DCI**

**HARBOR CITY CAPITAL  
CORP., HARBOR CITY  
VENTURES, LLC, HCCF-1 LLC,  
HCCF-2 LLC, HCCF-3 LLC,  
HCCF-4 LLC, HCCF-5 LLC,  
HARBOR CITY DIGITAL  
VENTURES, INC., HCC MEDIA  
FUNDING, LLC, JONATHAN P.  
MARONEY, CELTIC  
ENTERPRISES, LLC, and  
TONYA L. MARONEY,**

**Defendants.**

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**ORDER**

THIS CAUSE is before the Court on Plaintiff's Notice of Filing Proposed Order Appointing Receiver (Doc. 72). The United States Magistrate Judge issued a Report and Recommendation (Doc. 74), recommending that the Court enter the Order Granting Plaintiff's Unopposed Motion for Appointment of Receiver (Doc. 72-1). (Doc. 74 at 2).

After review in accordance with 28 U.S.C. § 636(b)(1) and Federal Rule of Civil Procedure 72, and noting that no objections were timely filed, the Magistrate Judge's recommended disposition is accepted. Accordingly, it is **ORDERED** and **ADJUDGED** as follows:

1. The Report and Recommendation (Doc. 74) is **ADOPTED** and made a part of this Order.
2. The Order Granting Plaintiff's Unopposed Motion for Appointment of Receiver (Doc. 72-1) is **ADOPTED** and made a part of this Order.

**DONE** and **ORDERED** in Orlando, Florida on November 8, 2021.



CARLOS E. MENDOZA  
UNITED STATES DISTRICT JUDGE

Copies furnished to:

Counsel of Record

# **EXHIBIT D**

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT  
IN AND FOR BREVARD COUNTY, FLORIDA

MIRA HOLDINGS LLC (14.166667%), ZF  
CAPITAL LLC (13.888889%), LN INVESTMENTS,  
LLC (2.5%), CAPITAL PARTNERS 2, LLC  
(55.555556%) AND MARIA L. SANTAYANA  
LIVING TRUST (13.888889%)

Plaintiffs,

CASE NO. \_\_\_\_\_

v.

CELTIC ENTERPRISES, LLC,  
a Wyoming Limited Liability Company;  
CENTRAL FLORIDA PRODUCT INSTALLATIONS, LLC.,  
a Florida Limited Liability Company;  
JONATHAN PAUL (“JP”) MARONEY, an individual  
J DOE ; *et al.*,  
Defendant(s)

**VERIFIED COMPLAINT FOR FORECLOSURE AND OTHER RELIEF**

Plaintiffs, Mira Holdings LLC (14.166667%), ZF Capital LLC (13.888889%), LN Investments, LLC (2.5%), Capital Partners 2, LLC (55.555556%) and Maria L. Santayana Living Trust (13.888889%), successors in interest to Benworth Capital Partners LLC by assignment of mortgage recorded under instrument number CFN 2021111287 at Official Records Book 9105 at Page 2878 of the Public Records of Brevard County, Florida (hereinafter jointly “Plaintiffs”) sue Defendants CELTIC ENTERPRISES LLC, a Florida Limited Liability Company, (hereinafter “CELTIC”); CENTRAL FLORIDA PRODUCT INSTALLATIONS, LLC, a Florida Limited Liability Company, (hereinafter “CENTRAL”); JONATHAN PAUL (“JP”) MARONEY (hereinafter “JP”), an individual, and J. DOE (hereinafter “J. DOE”) as party(ies) in possession; *et al.*, and alleges:

**GENERAL ALLEGATIONS**

1. This is an action for damages in excess of \$30,000.00 exclusive of interest, costs, and attorneys’ fees, and to foreclose a mortgage secured by real property in Brevard County, Florida more particularly described as:

**Lot 32, LANSING ISLAND, PHASE ONE, according to the Plat thereof as recorded in Plat Book 36, Page 13, Public Records of Brevard County, Florida, Less the North Four Feet thereof.**

Together with:

**A Parcel of Land Being a Portion of Lot 32 of LANSING ISLAND, recorded in Plat Book 36, Page 13, of the Public Records of Brevard County, Florida, more particularly described as follows: commence at the Southeast corner of said Lot 32 and run North 12 Degrees 19 Minutes 34 Seconds West along the East Line of said Lot, a distance of 77.83 Feet to the Point of curvature of a 1738.81 Foot Radius Curve to the Left; thence Northwesterly along the arc of said curve and said East Line of Lot 32, Thru a Central Angle of 02 Degrees 15 Minutes, 26 Seconds, a distance of 68.50 Feet to the Point of Beginning; thence Departing said East Line, run South 81 Degrees 45 Minutes 51 Seconds West, a Distance of 276.35 Feet to a 4 inch by 4 inch Concrete Monument stamped LS No.3353 on the North Line of Said Lot 32; Thence South 22 Degrees, 50 Minutes, 46 Seconds East, a distance of 4.12 Feet to a Point on the South Line of the North 4 Feet of said Lot 32; Thence North 80 Degree, 56 Minutes, 05 Seconds East, along said South Line, a Distance of 275.34 Feet to the Point of Beginning.**

Situate in the County of Brevard, State of Florida.

A/K/A 143 Lansing Island Drive, Indian Harbour Beach, FL 32937.

(hereinafter the "Property").

2. Plaintiffs own the Note and Mortgage secured by the Property in Brevard County, and are sui juris.
3. Defendant CELTIC is a Wyoming Limited Liability Company that is the fee simple owner of the Property located in Brevard County, Florida, and is sui juris.
4. Defendant CENTRAL is a Florida Limited Liability Company claiming an interest in the Property located in Brevard County, Florida, and is sui juris
5. Defendant JP is an individual residing in Brevard County, Florida and is sui juris.
6. Defendant J. DOE, is a resident of Brevard County, Florida who may claim an interest in the Property by being in possession of the Property.
7. Venue is proper because the subject Property that is sought to be foreclosed is located in Brevard County, Florida.
8. On or about March 13, 2021, Defendant CELTIC executed and delivered to Plaintiffs a Promissory Note dated March 13, 2021 in the original principal amount of \$1,800,000.00 (hereinafter "Note"); and a Mortgage Deed and Security Agreement (hereinafter "Mortgage") recorded under instrument number CFN2021068976 at Official Records Book 9055 at Page 1663 of the Public Records of Brevard County, Florida; securing payment of the Note to Plaintiffs with the

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*The Law Firm of Albert D. Roy, P.A.*  
12955 SOUTHWEST 42<sup>ND</sup> STREET, SUITE 6, MIAMI, FLORIDA 33175  
TELEPHONE (305) 597-0440

Property then owned and in possession of Defendant CELTIC; true and correct copies of the Note, Allonge and Mortgage, are attached hereto as Composite Exhibit A; all of which are made a part hereof by this reference.

9. On or about March 13, 2021, Defendant CELTIC executed and delivered to Plaintiffs a Collateral Assignment of Leases, Rents and Profits, recorded under instrument number CFN2021068977 at Official Records Book 9055 at Page 1671 of the Public Records of Brevard County, Florida, a true and correct copy of which is attached hereto as Exhibit B and made a part hereof by this reference.

10. Plaintiffs are the current owners and holders of the Note and Mortgage and are successors in interest to Benworth Capital Partners LLC by assignment of mortgage recorded under instrument number CFN 2021111287 at Official Records Book 9105 at Page 2878 of the Public Records of Brevard County, Florida, a true and correct copy of said assignment is attached hereto as Exhibit C and made a part hereof by this reference.

11. Benworth Capital Partners LLC is an authorized agent of Plaintiffs and authorized servicer of the loan (including without limitations: Note and Mortgage and related loan documents) subject of this action by virtue of the Master Mortgage and Servicing Agreements, pertinent portions of which are attached hereto as Composite Exhibit D and made a part hereof by this reference. Benworth Capital Partners LLC is authorized to receive payment(s) and perform loan servicing for and on behalf of Plaintiffs.

12. The Property is now owned by Defendant CELTIC who holds possession.

13. Defendant CENTRAL may claim an interest in the Property by virtue of that certain Claim of Lien recorded on August 24, 2021 under instrument number CFN 2021220153 at Official Records Book 9233 at Page 2741 of the Public Records of Brevard County, Florida.

14. Defendant J. DOE, as party(ies) in possession may claim an interest in the Property but said interest is inferior to the interest of Plaintiffs.

15. The Mortgage is a lien superior in dignity to any subsequent right, title, claim of lien or interest arising out of Defendants CELTIC, CENTRAL, JP, J. DOE or anyone claiming an interest by or through them or any of them.

16. Defendant CELTIC has defaulted under the Note and Mortgage by failing to make the payments due, including without limitations the payment due June 1, 2021 and all subsequent payments.

17. Plaintiffs have demanded payment and have accelerated the Mortgage, a copy of the pertinent portion of the acceleration notice, demand for payment is attached hereto as Exhibit E and made a part hereof by this reference.

18. All conditions precedent to the acceleration of the Note & Mortgage and the institution and maintenance of this action have occurred or have been performed, excused, waived or otherwise discharged.

19. The Plaintiffs, as Mortgagees, have declared, or do hereby declare, the full amount payable under the Note and Mortgage to be due.

20. Pursuant to the terms of the Note and Mortgage, Defendant CELTIC owes the Plaintiffs the sum of \$1,800,000.00 for outstanding principal, plus unpaid and accrued interest, default interest at 18% per annum, plus applicable late fees, charges and other fees; together with advances if any, costs and reasonable attorney's fees.

21. The Plaintiffs have retained the Law Firm of Albert D. Rey, P.A. and are obligated to pay a reasonable fee for their services. Plaintiffs are entitled to collect attorney's fees and costs from

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*The Law Firm of Albert D. Rey, P.A.*  
12955 SOUTHWEST 42<sup>ND</sup> STREET, SUITE 6, MIAMI, FLORIDA 33175  
TELEPHONE (305) 597-0440

Defendants pursuant to the terms of the Note, Mortgage, Collateral Assignment of Leases, Rents and Profits and Guaranties.

22. The notice required by The Fair Debt Collection Practices Act 15 USC, Section 1601 as amended is as follows: (a) The Law Firm of Albert D. Rey, P.A. may be deemed a “debt collector” under the Fair Debt Collection Practices Act. Any and all information obtained during the prosecution of this lawsuit will be used for the purpose of collecting a debt; (b) The amount of the debt is stated in the Complaint to which this notice is attached (c) The Plaintiffs named in the Complaint is the creditor (d) The debt described in the complaint will be assumed to be valid by the creditor’s law firm, unless the debtor, within (30) days after the receipt of this notice, disputes, in writing, the validity of the debt or some portion thereof (e) If the debtor notifies the creditor’s law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the creditor’s law firm will obtain a verification of the debt and a copy of the verification will be mailed to the debtor by the creditor’s law firm (f) If the creditor is not the original creditor, and if the debtor makes a written request to the creditor’s law firm within the (30) days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by the creditor’s law firm (g) Written requests required by the Act should be addressed to: The Law Firm of Albert D. Rey, P.A., 12955 Southwest 42<sup>nd</sup> Street, Suite 6, Miami, Florida 33175 and (h) the thirty day time period for requesting verification of the debt owed by Defendant to the Plaintiff is not affected by the twenty day time period set forth in the summons you have received with the Complaint. Although you are required to respond to the Complaint within twenty days, you have thirty days to request in writing verification of the debt.

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*The Law Firm of Albert D. Rey, P.A.*  
12955 SOUTHWEST 42<sup>ND</sup> STREET, SUITE 6, MIAMI, FLORIDA 33175  
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COUNT I — FORECLOSURE OF MORTGAGE ON REAL PROPERTY

23. Plaintiffs reallege and incorporate paragraphs 1 through 22 above, as if fully set forth herein.

24. This is an action to foreclose a mortgage that exceeds \$30,000.00 on real property located in Brevard County, Florida, within the jurisdiction of this Court.

25. Plaintiffs are the owners and holders of the Note and Mortgage.

26. The Property is now owned by Defendant CELTIC who holds possession.

27. On or about March 13, 2021, Defendant CELTIC executed and delivered to Plaintiffs the Note dated March 13, 2021 in the original principal amount of \$1,800,000.00 and the Mortgage recorded under instrument number CFN2021068976 at Official Records Book 9055 at Page 1663 of the Public Records of Brevard County, Florida; securing payment of the Note to Plaintiffs with the Property then owned and in possession of Defendant CELTIC; true and correct copies of the Note, Allonge and Mortgage, are attached hereto as Composite Exhibit A; all of which are made a part hereof by this reference.

28. On or about March 13, 2021, Defendant CELTIC executed and delivered to Plaintiffs a Collateral Assignment of Leases, Rents and Profits, recorded under instrument number CFN2021068977 at Official Records Book 9055 at Page 1671 of the Public Records of Brevard County, Florida, a true and correct copy of which is attached hereto as Exhibit B and made a part hereof by this reference.

29. Plaintiffs are the current owners and holders of the Note and Mortgage and are successors in interest to Benworth Capital Partners LLC by assignment of mortgage recorded under instrument number CFN 2021111287 at Official Records Book 9105 at Page 2878 of the Public Records of

Brevard County, Florida, a true and correct copy of said assignment is attached hereto as Exhibit C and made a part hereof by this reference.

30. Benworth Capital Partners LLC is an authorized agent of Plaintiffs and authorized servicer of the loan, (including without limitations: Note and Mortgage and related loan documents) subject of this action and is authorized to receive payment(s) and perform loan servicing for and on behalf of Plaintiffs; pertinent portions of the Master Mortgage and Servicing Agreements are attached hereto as Composite Exhibit D and made a part hereof by this reference.

31. The Property is now owned by CELTIC who holds possession.

32. The Mortgage is a lien superior in dignity to any subsequent right, title, claim of lien or interest arising out of Defendants CELTIC, CENTRAL, JP and J. DOE or anyone claiming an interest by or through them or any of them.

33. Defendant CELTIC has defaulted under the Note and Mortgage by failing to make the payments due, including without limitations the payment due June 1, 2021 and all subsequent payments.

34. Plaintiffs have demanded payment and accelerated the Mortgage, a copy of the pertinent portion of the acceleration notice and demand for payment is attached hereto as Exhibit E and made a part hereof by this reference.

35. All conditions precedent to the acceleration of the Note & Mortgage and the institution and maintenance of this action have occurred or have been performed, excused, waived or otherwise discharged.

36. The Plaintiffs, as Mortgagees, have declared, or do hereby declare, the full amount payable under the Note and Mortgage to be due.

37. Pursuant to the terms of the Note and Mortgage, Defendant CELTIC owes the Plaintiffs the sum of \$1,800,000.00 for outstanding principal, plus unpaid and accrued interest, default interest at 18% per annum, plus applicable late fees, charges and other fees; together with advances if any, costs and reasonable attorney's fees.

WHEREFORE, Plaintiffs pray that the Court ascertain the amount due Plaintiffs for principal and interest on the Note and Mortgage and for default interest, advances if any, title search costs, taxes, expenses and costs, including attorney's fees, plus interest thereon; that if the sum due Plaintiffs under the Note and Mortgage are not paid immediately, the Court foreclose Plaintiffs' Mortgage and direct the Clerk of the Court to sell the property securing the indebtedness to satisfy Plaintiffs' mortgage lien in accordance with the provisions of Fla. Stat. § 45.031 (2015); that the rights, title and interest of any Defendant, or any party claiming by, through, under or against any Defendant named herein or hereafter made a Defendant be forever barred and foreclosed; that the Court retain jurisdiction of this action to make any and all further orders and judgments as may be necessary and proper, including the issuance of a writ of possession and the entry of a deficiency decree, when and if such deficiency decree shall appear proper, if the defendant borrower(s) has not been discharged in bankruptcy; together with such other and further relief as the Court deems just and proper.

COUNT II — ACTION ON PROMISSORY NOTE

38. Plaintiff realleges and incorporates paragraphs 1 through 22 above, as if fully set forth herein.

39. This is an action for damages that exceed \$30,000.00 exclusive of interest, costs, and attorneys' fees, within the jurisdiction of this Court.

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*The Law Firm of Albert D. Roy, P.A.*  
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40. On or about March 13, 2021, Defendant CELTIC executed and delivered to Plaintiffs a Promissory Note dated March 13, 2021 in the original principal amount of \$1,800,000.00, (hereinafter "Note"), true and correct copy of the Note and Allonge are attached hereto as part of Composite Exhibit A.

41. Plaintiffs are the current owners and holders of the Note and are successors in interest to Benworth Capital Partners LLC by Allonge as attached hereto as part of Composite Exhibit A, and the Assignment of Mortgage, attached hereto as Exhibit C.

42. Defendant CELTIC has defaulted under the Note and Mortgage by failing to make the payments due, including without limitations the payment due June 1, 2021 and all subsequent payments.

43. Plaintiffs have demanded payment and accelerated the Note, a copy of the acceleration notice and demand for payment is attached hereto as Exhibit E and made a part hereof by this reference.

44. The Plaintiffs, owners and holders of the Note have declared, or do hereby declare, the full amount payable under the Note to be due.

45. All conditions precedent to the acceleration of the Note and the institution and maintenance of this action have occurred or have been performed, excused, waived or otherwise discharged.

46. Pursuant to the terms of the Note and Mortgage, Defendant CELTIC owes the Plaintiffs the sum of \$1,800,000.00 for outstanding principal, plus unpaid and accrued interest, default interest at 18% per annum, plus applicable late fees, charges and other fees; together with advances if any, costs and reasonable attorney's fees.

WHEREFORE, Plaintiffs demand judgment for damages against Defendant CELTIC for the unpaid principal and interest on the Note; plus for default interest, advances [if any], title search costs, taxes, expenses and costs, including attorney's fees, due under the Note, and after the judgment awarded

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the judgment shall also accrue interest at the highest legal rate per annum thereafter, together with such other and further relief as this Court deems just and proper, which includes without limitations, that the Court retain jurisdiction of this action to make any and all further orders and judgments as may be necessary and proper, including the issuance of a writ of possession and the entry of a deficiency decree.

COUNT III — TURNOVER OF RENTS AND/OR APPOINTMENT OF RECEIVER

47. Plaintiff reallege and incorporate paragraphs 1 through 22 above, as if fully set forth herein.

48. This is a count for the turnover of rents and/or appointment of receiver.

49. In conjunction with the Note that was executed and delivered by Defendant CELTIC, said Defendant executed and delivered a Mortgage true and correct copy of which is attached hereto as Composite Exhibit A and made a part hereof by this reference; and a Collateral Assignment of Leases, Rents and Profits true and correct copy of which is attached hereto as Exhibit B and made a part hereof by this reference.

50. Defendant CELTIC has breached the terms of the Note and Mortgage as set forth in Counts I and II above.

51. Pursuant to the terms of the Mortgage and Collateral Assignment of Leases, Rents and Profits, Plaintiffs are entitled to the immediate turnover of rents and/or the appointment of a receiver.

52. Defendant CELTIC has failed and/or refused to turn over rents as more fully set forth above. Demand for rent is attached hereto as Exhibit F and made a part hereof by this reference.

53. Pursuant to Florida law, Plaintiff is entitled to the appointment of a receiver and/or the immediate turnover of rents.

54. Benworth Capital Partners LLC is an authorized agent of Plaintiffs and authorized servicer of the loan (including without limitations: Note and Mortgage and related loan documents) subject of this action by virtue of the Master Mortgage and Servicing Agreement, pertinent portions of which are attached hereto as Composite Exhibit D and made a part hereof by this reference. Benworth Capital Partners LLC is authorized to receive payment(s) and perform loan servicing for and on behalf of Plaintiffs.

55. Plaintiffs are entitled to recover attorney's fees and costs from Defendant CELTIC pursuant to the terms of the Note, Mortgage, and Collateral Assignment of Leases, Rents and Profits.

WHEREFORE, Plaintiffs respectfully demand that this Court appoint a receiver and/or immediately order the turnover of rents from Defendant(s) and this Court grant such relief as it deems just, equitable and proper.

COUNT IV — BREACH OF GUARANTY

(Against Defendant JP)

56. This is an action for damages and to enforce payment pursuant to the Guaranty. Plaintiff realleges and incorporates paragraphs 1 through 22 above, as if fully set forth herein.

57. On or about March 13, 2021, Defendant JP individually executed and delivered to Plaintiffs a personal Guaranty, true and correct copy of which is attached hereto as Exhibit G and made a part hereof by this reference.

58. Defendant CELTIC has breached the terms of the Note and Mortgage as set forth in Counts I and II above.

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59. To date Defendant JP has failed to pay Plaintiffs the outstanding balance owed in accordance with the Guaranty and Plaintiff has been damaged as a result thereof.

60. Plaintiffs are entitled to recover attorney's fees and costs from Defendants CELTIC and JP pursuant to the terms of the Note, Mortgage, Collateral Assignment of Leases, Rents and Profits, and Guaranty.

WHEREFORE, Plaintiffs respectfully demand that this Court award judgment for damages against Defendant JP, for the principal amount due on the Note, plus interest, late fees, costs and reasonable attorney's fees and for any such other relief this Court deems just, equitable and proper.

[VERIFICATION OF COMPLAINT ON NEXT PAGE]

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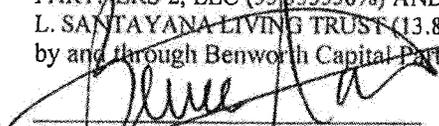
*The Law Firm of Albert D. Roy, P.A.*  
12955 SOUTHWEST 42<sup>ND</sup> STREET, SUITE 6, MIAMI, FLORIDA 33175  
TELEPHONE (305) 597-0440

**VERIFICATION OF COMPLAINT**

I am the manager of Benworth Capital Partners LLC as authorized agent of Plaintiffs herein, and I am responsible for the collection of the loan transaction which is subject of the instant action.

Under penalty of perjury, I declare that I have read the foregoing complaint in this action, and the facts alleged therein are true and correct to the best of my knowledge and belief.

MIRA HOLDINGS LLC (14.166667%), ZF CAPITAL LLC (13.888889%), LN INVESTMENTS, LLC (2.5%), CAPITAL PARTNERS 2, LLC (55.555556%) AND MARIA L. SANTAYANA LIVING TRUST (13.888889%)  
by and through Benworth Capital Partners LLC.

  
By: Bernardo Navarro, its manager  
Date: October 18<sup>th</sup>, 2021.

**CERTIFICATION OF NOTE POSSESSION**

Plaintiffs by and thorough Benworth Capital Partners LLC, their undersigned authorized agent pursuant to Section 702.015, Florida Statutes, by and through undersigned counsel hereby file the following certification and state:

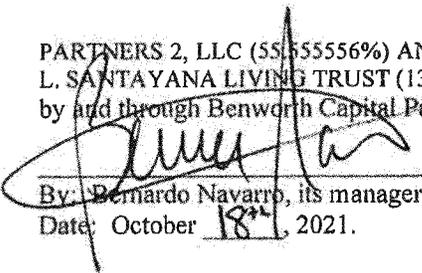
1. Plaintiffs are in possession of the original promissory note upon which this action is brought.
2. The location of the original promissory note is at 700 Biltmore Way, Suite C1, Coral Gables, FL 33134 and will be transferred to Albert D. Rey, P.A. at the inception of the foreclosure action.
3. The name of the person giving the certification is Bernardo Navarro as the Manager of Benworth Capital Partners LLC authorized agent of Plaintiff.
4. The name of the person who personally verified such possession is Bernardo Navarro.
5. The time and date on which possession was verified is 12:50pm on October 18<sup>th</sup>, 2021.
6. Correct copies of the note, allonge(s) and assignments are attached hereto as Exhibit A and made a part hereof by this reference.
7. I give this statement on my personal knowledge.

Under penalties of perjury, I declare that I have read the foregoing Certification of Possession of Original Note and that the facts stated in it are true.

MIRA HOLDINGS LLC (14.166667%), ZF CAPITAL LLC (13.888889%), LN INVESTMENTS, LLC (2.5%), CAPITAL

*The Law Firm of Albert D. Rey, P.A.*  
12955 SOUTHWEST 42<sup>ND</sup> STREET, SUITE 6, MIAMI, FLORIDA 33175  
TELEPHONE (305) 597-0440

PARTNERS 2, LLC (55.555556%) AND MARIA  
L. SANTAYANA LIVING TRUST (13.888889%)  
by and through Benworth Capital Partners LLC.

  
By: Bernardo Navarro, its manager  
Date: October 18<sup>th</sup>, 2021.

DATED this 18 day of October 2021.

  
ALBERT D. REY, ESQUIRE  
Attorney for Plaintiffs  
Fla. Bar No. 0885142

ALBERT D. REY, P.A.  
12955 Southwest 42nd Street, Suite 6  
Miami, Florida 33175  
Ph. (305) 597-0440  
[adrey@bellsouth.net](mailto:adrey@bellsouth.net)

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*The Law Firm of Albert D. Rey, P.A.*  
12955 SOUTHWEST 42<sup>ND</sup> STREET, SUITE 6, MIAMI, FLORIDA 33175  
TELEPHONE (305) 597-0440

PROMISSORY NOTE

\$1,800,000.00

March 13<sup>th</sup>, 2021

FOR VALUE RECEIVED the undersigned, **CELTIC ENTERPRISES, LLC**, a Wyoming limited liability company, whose mailing address, 143 LANSING ISLAND DRIVE, INDIAN HARBOUR BEACH, FL 32937 (hereinafter referred to as the "Maker"), residing in the State of Florida, promises to pay to the order of **BENWORTH CAPITAL PARTNERS, LLC**, a Florida limited liability company (hereinafter referred to as "Lender"), at 7000 SW 97<sup>th</sup> Avenue, Suite 201, Miami, Florida 33173, or such other location or address as the Lender may direct from time to time, the principal sum of — **ONE MILLION EIGHT HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,800,000.00)**—together with interest thereon at the rate of **NINE AND SEVENTY-FIVE HUNDREDTHS (9.75%)** percent per annum upon the principal balance outstanding from time to time, said principal and interest being payable as follows:

This Note shall be payable interest only in the amount of \$14,625.00 commencing on May 1<sup>st</sup>, 2021 and on the first day of each month thereafter until April 1<sup>st</sup>, 2022 at which time the entire unpaid principal balance plus any and all accrued interest shall be due and payable in full.

Lender hereby agrees to extend this Note for an additional twelve (12) months upon satisfactory review of Maker's payment history. Satisfactory is defined as Maker's payment history being current (12) months preceding the maturity date. Additionally, the Note extension will only be granted if the Maker has maintained the Property insured and has been current on all real estate property taxes for the preceding year.

This Promissory Note is secured by that certain Mortgage of even date herewith executed by **CELTIC ENTERPRISES, LLC**, a Wyoming limited liability company encumbering real property located **BREVARD** County, Florida.

At the option of the Lender, all sums advanced hereunder together with accrued interest thereon shall become immediately due and payable, without notice or demand, upon the occurrence of any one or more of the following events of default: (a) the Maker's failure to promptly pay in full any payment of principal or interest due under the Promissory Note; (b) the failure to pay when due any premium or homeowner's or flood insurance or Condominium association fees and/or assessments; (c) the death, dissolution, termination of existence, insolvency of, business failure appointment of a Receiver of any part of the property or assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy or insolvency laws, by or against any maker or guarantor hereof; (d) any breach by the Maker of the terms, covenants or conditions set forth in the Mortgage or any instrument, document or agreement which secures, collateralize or otherwise pertains to the loan evidenced by this Promissory Note.

Any deposits credited by the Lender or other property of any maker or guarantor hereof now or hereafter in the possession of the Lender, may at all times be held and treated as collateral and security for the payment of this Promissory Note, and all other indebtedness of liability, direct or indirect, joint and several, absolute or contingent, now existing or hereafter created, acquired or contracted, of the Maker to the Lender. The Lender may apply or set-off such deposits or other sums against said liabilities at any time in the case of makers, but only with respect to matured liabilities in the case of guarantors.

No delay or omission on the part of the Lender in the exercise of any right hereunder shall operate as a waiver of such right or of any other right under this Promissory Note. A waiver by the Lender of any right or remedy conferred to it hereunder on any one occasion shall not be construed as a bar to, or waiver of, any such right and of any right or remedy conferred to it hereunder on any one occasion shall not be construed as a bar to, or waiver of, any such right and or remedy as to any future occasion.

The Maker agrees that in the event of a default in the payment of any installment of principal or interest or, if each and every of the terms and conditions of this Promissory Note or any instrument which secures or collateralize the payment of the sums hereunder are not duly performed, complied with, or

INITIALS

**COMPOSITE EXHIBIT A**

abided by, the whole of said indebtedness then outstanding shall thereupon, at the option of the Lender, become immediately due and payable. If this Promissory Note becomes in default and is placed in the hands of an attorney, the Maker agrees to pay all and singular the costs, charges, and expenses incurred by the Lender in the enforcement of its rights hereunder, including, but not limited to reasonable attorneys' fees.

The Maker and all persons now or hereafter becoming obligated or liable for the payment, do jointly and severally waive demand, notice of non-payment, protest, notice of dishonor and presentment.

The Maker does not intend or expect to pay, nor does the Lender intend or expect to charge, collect or accept, any interest greater than the highest legal rate of interest which may be charged under any applicable law. Should the acceleration hereof or any charges made hereunder result in the computation or earning of interest in excess of such legal rate, any and all such excess shall be and the same is hereby waived by the Lender, and any such excess shall be credited by the Lender to the balance hereof.

Each Maker, endorser, or any other person, firm or corporation now or hereafter becoming liable for the payment of the loan evidenced by this Promissory Note, hereby consents to any renewals, extensions, modifications, release of security or any indulgence shown to or any dealings between the Lender and any party now or hereafter obligated hereunder, without notice, and jointly and severally agree that they shall remain liable hereunder notwithstanding any such renewals, extensions, modifications or indulgences, until the debt evidenced hereby is fully paid.

The Maker agrees to pay a late charge equal to **TEN (10.0%) percent** of each payment of principal and or interest which is not paid within five (5) days of the date on which it is due. In the event that any payment is returned on account of insufficient or uncollected funds, maker shall additionally be liable for a return check charge of 5.0% of the amount of the check.

**This Note does not contain a Prepayment Penalty. Borrower irrevocably waives the right to direct the application of any and all payments at any time hereafter received by Lender from or on behalf of Borrower, and Borrower irrevocably agrees that Lender shall have the continuing exclusive right to apply any and all such payments against the then due and owing obligations of Borrower in such order of priority as Lender may deem advisable.**

Any payment of principal and or interest due under this Promissory Note which is not promptly paid on the date such payment becomes due, shall bear interest at the highest rate allowable by law commencing on the date immediately following the day upon which the payment was due. Upon the occurrence of any event of default as defined herein, all sums outstanding under this Promissory Note shall thereon immediately bear interest at the highest rate allowable by law, without notice to the Maker or any guarantor or endorser of this Promissory Note, and without any affirmative action or declaration on the part of the Lender.

This Promissory Note shall be construed and enforced according to the laws of the State of Florida, excluding all principles of choice of laws, conflict of laws or comity.

This Promissory Note and corresponding mortgage is hereby made for investment purposes only and is not intended for the use of a primary or homestead residence as defined by the Article X of the Florida Constitution.

The terms of this Promissory Note may not be changed orally.

From time to time, this Note may be extended or renewed in whole or in part, and at the time of any such extension or renewal, the rate of interest hereunder may be changed and/or fees in consideration thereof may be imposed and any related right or security may be waived, exchanged, surrendered or otherwise dealt with, all without affecting the liability of the maker, endorsers and guarantors, each of whom shall remain liable hereunder until the debt represented hereby is paid in full to the holder. The release of any party liable upon or in respect to this Note shall not release any other such party.

The purpose of this Promissory Note is for either business, commercial or agricultural purposes and as such is exempt from the provisions of the Real Estate Settlement and Procedures Act, Truth in Lending Act and Regulations X and Z.

INITIALS 

THE LENDER AND EACH BORROWER (MAKER), ENDORSER AND GUARANTOR OF THIS PROMISSORY NOTE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT WHICH HE, SHE OR IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS PROMISSORY NOTE, OR ANY LOAN DOCUMENTS EXECUTED IN CONNECTION HEREWITH, OR THE FINANCING CONTEMPLATED HEREBY, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER ORAL OR WRITTEN) OR THE ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE MORTGAGEE EXTENDING THE LOAN EVIDENCED BY THIS PROMISSORY NOTE.

CELTIC ENTERPRISES, LLC,  
a Wyoming limited liability company

 Date 3/13/2021  
BY: JONATHAN PAUL ("JP") MARONEY, Manager

INITIALS 

**ACH RIDER TO PROMISSORY NOTE  
(Interest Only)**

**Rider To:** Interest Only Note

**Loan Number:** 21-2379

**THIS RIDER to Interest Only Note ("The Rider") is made on March 13<sup>th</sup>, 2021 and is incorporated into and shall be deemed to amend and supplement that certain Promissory Note of even date herewith (The "Note") given by CELTIC ENTERPRISES, LLC, a Wyoming limited liability company (The "Borrower(s)") to BENWORTH CAPITAL PARTNERS, LLC., a Florida limited liability company (hereinafter the "Lender") which Note is secured by that certain Mortgage (The "Mortgage") of even date herewith and covering the property more particularly described therein and located at:**

**LOT 32, LANSING ISLAND, PHASE ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 36, PAGE 13, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LESS THE NORTH FOUR FEET THEREOF.**

**TOGETHER WITH:**

**A PARCEL OF LAND BEING A PORTION OF LOT 32 OF LANSING ISLAND, RECORDED IN PLAT BOOK 36, PAGE 13, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 32 AND RUN NORTH 12 DEGREES 19 MINUTES 34 SECONDS WEST ALONG THE EAST LINE OF SAID LOT, A DISTANCE OF 77.83 FEET TO THE POINT OF CURVATURE OF A 1738.81 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID EAST LINE OF LOT 32, THRU A CENTRAL ANGLE OF 02 DEGREES 15 MINUTES 26 SECONDS, A DISTANCE OF 68.50 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 81 DEGREES 45 MINUTES 51 SECONDS WEST, A DISTANCE OF 276.35 FEET TO A 4 INCH BY 4 INCH CONCRETE MONUMENT STAMPED LS NO.3353 ON THE NORTH LINE OF SAID LOT 32; THENCE SOUTH 22 DEGREES 50 MINUTES 46 SECONDS EAST, A DISTANCE OF 4.12 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 4 FEET OF SAID LOT 32; THENCE NORTH 80 DEGREES 56 MINUTES 05 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 275.34 FEET TO THE POINT OF BEGINNING.**

**A/K/A 143 LANSING ISLAND DRIVE, INDIAN HARBOUR BEACH, FL 32937**

**In addition to the terms and conditions contained in the Note, the Borrower acknowledges and agrees that Borrower will execute an Agreement for Preauthorized Loan Payments via ACH DEBIT (with a financial institution of their choosing) for the purpose of automatically debiting monthly mortgage payments between the first (1<sup>st</sup>) and sixth (6<sup>th</sup>) days of every month for the life of the loan. If any automatic payment is not made then the loan discount provided will be null and**

void. In the event the loan discount provided is null and void the interest rate will increase to the base rate of 10.00 percent.

**CELTIC ENTERPRISES, LLC,**  
**a Wyoming limited liability company**

 Date 3/13/2021  
BY: JONATHAN PAUL ("JP") MARONEY, Manager

**ALLONGE ENDORSING MORTGAGE NOTE**

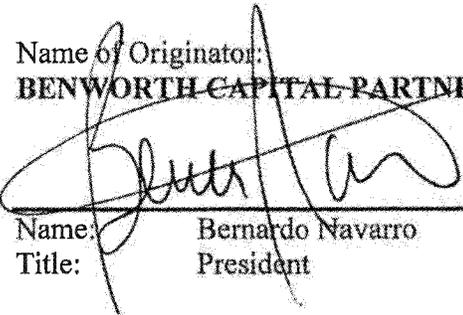
This Allonge (the "Allonge") is being executed and delivered by **BENWORTH CAPITAL PARTNERS LLC**, ("Originator") as of March 13<sup>th</sup>, 2021, to endorse the Mortgage Note made by **CELTIC ENTERPRISES, LLC**, a Florida limited liability company, dated as of March 13<sup>th</sup>, 2021, and payable to Originator, to which this Allonge is attached and made a part (together with all extensions, renewals, replacements and amendments thereto, the "Note").

The Note relates to the following loan information:

Loan Number:	<b>21-2379</b>
Mortgagor(s) Name(s):	<b>Celtic Enterprises, LLC</b>
	<b>C/O Jonathan Paul Maroney</b>
Property Address:	<b>143 Lansing Island Drive, Indian Harbour Beach, FL 32937</b>
Amount of Note:	<b>\$1,800,000.00</b>

NOW THEREFORE, the Note is hereby endorsed payable to the order of: **Capital Partners 2, LLC 55.555556%, Benfam Holdings LLC 2.500%, Mira Holdings, LLC 14.166667%, The Maria L. Santayana Living Trust 13.888889%, ZF Capital LLC 13.888889%**, with recourse.

IN WITNESS WHEREOF, Originator has duly executed and delivered this Allonge by its authorized officer to be effective as of.

Name of Originator:  
**BENWORTH CAPITAL PARTNERS LLC**  
  
 Name: Bernardo Navarro  
 Title: President

**THIS INSTRUMENT PREPARED BY:**

Gyvyonne M. Garcia, Esq.  
Alfred F. Andreu, P.A.  
7000 SW 97<sup>th</sup> Avenue  
Suite 201  
Miami, Florida 33173

**MORTGAGE DEED AND SECURITY AGREEMENT**

**THIS MORTGAGE DEED AND SECURITY AGREEMENT** (hereinafter referred to as the "Mortgage") executed and delivered 13<sup>th</sup> day of March, 2021, by **CELTIC ENTERPRISES, LLC**, a Wyoming limited liability company, (hereinafter individually or collectively referred to as the "Mortgagor"), whose mailing address is 143 LANSING ISLAND DRIVE, INDIAN HARBOUR BEACH, FL 32937 to **BENWORTH CAPITAL PARTNERS, LLC**, a Florida limited liability company, whose business address is 7000 SW 97<sup>th</sup> Avenue, Suite 201, Miami, Florida 33173, hereinafter individually or collectively called "Mortgagee")

**WITNESSETH THAT:**

**FOR DIVERS GOOD AND VALUABLE CONSIDERATIONS** and also in consideration of the promissory note or notes in the amount of **ONE MILLION EIGHT HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,800,000.00)** of even date herewith (hereinafter referred to as the "Note"), the Mortgagor does grant, bargain sell, alien, remise, release, convey and confirm unto the Mortgagee, in fee simple, all of that certain tract of land which the Mortgagor is now seized and possessed and in actual possession, situate in **BREVARD** county, State of Florida, legally described as follows:

**LOT 32, LANSING ISLAND, PHASE ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 36, PAGE 13, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LESS THE NORTH FOUR FEET THEREOF.**

**TOGETHER WITH:**

**A PARCEL OF LAND BEING A PORTION OF LOT 32 OF LANSING ISLAND, RECORDED IN PLAT BOOK 36, PAGE 13, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 32 AND RUN NORTH 12 DEGREES 19 MINUTES 34 SECONDS WEST ALONG THE EAST LINE OF SAID LOT, A DISTANCE OF 77.83 FEET TO THE POINT OF CURVATURE OF A 1738.81 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID EAST LINE OF LOT 32, THRU A CENTRAL ANGLE OF 02 DEGREES 15 MINUTES 26 SECONDS, A DISTANCE OF 68.50 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 81 DEGREES 45 MINUTES 51 SECONDS WEST, A DISTANCE OF 276.35 FEET TO A 4 INCH BY 4 INCH CONCRETE MONUMENT STAMPED LS NO.3353 ON THE NORTH LINE OF SAID LOT 32; THENCE SOUTH 22 DEGREES 50 MINUTES 46 SECONDS EAST, A DISTANCE OF 4.12 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 4 FEET OF SAID LOT 32; THENCE NORTH 80 DEGREES 56 MINUTES 05 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 275.34 FEET TO THE POINT OF BEGINNING.**

**A/K/A 143 LANSING ISLAND DRIVE, INDIAN HARBOUR BEACH, FL 32937**

**TOGETHER WITH** all structures and improvements now and hereafter located thereon, the rents, issues and profits thereof, all furniture, furnishings, fixtures and equipment now located thereon, and also all gas and electric fixtures, heaters, air conditioning, equipment, machinery, motors, baths, tubs, sinks, water closets, faucets, pipes and other plumbing and heating fixtures, refrigerators, blinds, and other window treatments, which are now or may hereafter pertain to or be used with, in or on said premises, and which, even though they be detached or detachable, are and shall be deemed to be fixtures and accessions to the freehold and a part of the realty, and all additions thereto and replacements thereof, which real property, improvements and personally shall hereinafter collectively be referred to as the "Mortgaged Property".

**TO HAVE AND TO HOLD** the same, together with the tenements and hereditament and

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appurtenances, unto the Mortgagee in fee simple, forever.

**THIS IS A FIRST MORTGAGE**, and the Mortgagor does covenant with the Mortgagee that Mortgagor is indefeasibly seized of the Mortgaged Property in fee simple; that the Mortgagor has full power and lawful right to convey the Mortgaged Property in fee simple as aforesaid; that the Mortgaged Property is free from all encumbrances except as specified herein; that the Mortgagor will make such further assurances to perfect the fee simple title to the Mortgaged Property in the Mortgagee as may reasonably be required; and that the Mortgagor does hereby fully warrant the title to the Mortgaged Property, and will defend the same against the lawful claims of all persons whomsoever.

**PROVIDED ALWAYS**, that if the Mortgagor shall pay unto the Mortgagee or otherwise perform and fulfill his obligations with respect to the indebtedness or obligation evidenced by the Note, and shall perform, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants of the Note and this Mortgage, then this Mortgage and the estate thereby created shall cease and be null and void.

**AND THE MORTGAGOR HEREBY COVENANTS AND AGREES AS FOLLOWS:**

1. **PERFORMANCE OF NOTE AND MORTGAGE.** The Mortgagor shall pay or otherwise fully perform his obligations with respect to the payment of all and singular the principal, interest and other sums of money payable by virtue of the Note and this Mortgage, or either, promptly on the days when the same severally become due and payable, and shall perform, comply with and abide by each and every of the stipulations, agreements, conditions and covenants set forth in the Note and this Mortgage.

2. **TAXES AND OTHER CHARGES.** Mortgagor shall pay when due and payable and before any interest, charge or penalty is due thereon, without any deduction, defalcation or abatement, all taxes, assessments, levies, liabilities, obligations, encumbrances, water and sewer rents and all other charges or claims of every nature and kind which may be imposed, suffered, placed, assessed, levied, or filed at any time against Mortgage, the Mortgaged Property or any part thereof or against the interest of Mortgagee therein, or which by any present or future law may have priority over the indebtedness secured hereby either in lien or in distribution out of the proceeds of any judicial sale, without regard to any law heretofore or hereafter to be enacted imposing payment of the whole or of any part upon Mortgagee; and insofar as any such tax, assessment, levy, liability, obligation or encumbrance is of record, the same shall be promptly satisfied and discharged of record and the original official document (such as, for instance, the tax receipt or the satisfaction paper officially endorsed or certified) shall be placed in the hands of Mortgagee no later than such dates; provided, however, that if, pursuant to this Mortgage or otherwise, Mortgagor shall have deposited with Mortgagee before the due date thereof sums sufficient to pay any such taxes, assessments, levies, water and sewer rents, charges or claims, and Mortgagor is not otherwise in default, they shall be paid by Mortgagee; and provided further, that if Mortgagor in good faith and by appropriate legal action shall contest the validity of any such items or the amount thereof, and shall have established on its books or by deposit of cash with Mortgagee, as Mortgagee may elect, a reserve for the payment thereof in such amount as Mortgagee may require, then Mortgagor shall not be required to pay the item or to produce the required receipts: (a) while the reserve is maintained; and (b) so long as the contest operates to prevent collection, is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to Mortgagor. Mortgagor shall furnish Mortgagee with annual receipted tax bills evidencing payment within ninety (90) days from their initial due date.

3. **INSTALLMENTS FOR INSURANCE, TAXES AND OTHER CHARGES.** Without limiting the effect of Paragraphs 2 or 5 hereof, Mortgagee may require Mortgagor to pay to Mortgagee, monthly with the monthly installments of principal and interest, an amount equal to one-twelfth (1/12) of the annual premiums for the insurance policies referred to hereinabove and the annual real estate taxes, water and sewer rents, any special assessments, charges or claims and any other item which at any time may be or become a lien upon the Mortgaged Property prior to the lien of this Mortgage; and on demand from time to time Mortgagor shall pay to Mortgagee any additional sums necessary to pay the premiums and other items, all as estimated by Mortgagee. The amounts so paid shall be used in payment thereof if Mortgagor is not otherwise in default hereunder. No amount so paid shall be deemed to be trust funds but may be commingled with general funds of Mortgagee, and no interest shall be payable thereon. If, pursuant to any provision of the Mortgage, the whole amount of the unpaid principal debt becomes due and payable, Mortgagee shall have the right, at its

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election, to apply any amount so held against the entire indebtedness secured hereby. At Mortgagee's option, Mortgagee from time to time may waive, and after any such waiver may reinstate, the provisions of this Paragraph requiring monthly payments.

4. **ATTORNEY'S FEES AND COSTS.** The Mortgagee shall recover from the Mortgagor, and this Mortgage shall secure payment of, all and singular the costs, charges and expenses, including but not limited to, reasonable trial, appellate, and bankruptcy attorneys' fees, because of the failure on the part of the Mortgagor to perform, comply with, and abide by, each and every of the stipulations, agreements, conditions and covenants of the Note and this Mortgage, or either, whether or not suit is brought, and every such payment made by the Mortgagee shall bear interest from the date thereof at the maximum rate permitted by law.

5. **INSURANCE.** The Mortgagor shall keep the buildings and improvements now or hereafter erected on the Mortgaged Property continuously insured under a policy or policies providing coverage on an "all risk" basis, in a sum not less than full insurable value, including flood insurance if requested by the Mortgagee, in a company or companies acceptable to the Mortgagee. The policy or policies of insurance shall be held by and be payable to the Mortgagee. In the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness secured by this Mortgage or to permit the Mortgagor to receive and use it, or any part thereof, for other purposes, without thereby waiving or impairing any equity lien or right under or by virtue of this Mortgage. In the event the Mortgagor fails to procure and maintain the insurance coverage required hereby, the Mortgagee may procure and pay for such insurance or any part thereof, without waiving or affecting its option to foreclose this Mortgage, or any right thereunder. Each and every such payment made by the Mortgagee shall be secured by this Mortgage; shall be due and payable on demand; and, shall bear interest from the date each such payment is made at the maximum rate permitted by law.

6. **CARE OF THE MORTGAGED PROPERTY.** The Mortgagor shall exercise reasonable care in the maintenance of the Mortgaged Property, and shall not permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property or any part thereof. In the event the Mortgagor fails to keep the Mortgaged Property in good repair, the Mortgagee may make such repairs as it may deem necessary in its sole discretion for the proper preservation thereof, and the full amount of each such payment shall be due and payable with interest at the maximum rate permitted by law on demand, and shall be secured by the lien of this Mortgage.

7. **EXISTING MORTGAGES AND OTHER OBLIGATIONS.** Any default upon the payments or terms and conditions of any existing mortgage(s), or any modifications and/or acceptance of future advances from any existing mortgage(s) shall constitute a default hereunder and the Mortgagee, at their option, may declare all sums due and payable and accelerate the entire indebtedness. The Mortgagee may, at its option, and without waiving its right to accelerate the indebtedness hereby secured and to foreclose the same, pay either before or after delinquency any or all of those certain obligations required by the terms hereof to be paid by the Mortgagor for the protection of the Mortgage security or for the collection of the indebtedness hereby secured. All sums so advanced or paid by Mortgagee shall be charged into the mortgage account, and every payment so made shall bear interest from the date thereof at the delinquent rate specified in said Mortgage Note, and become an integral part thereof, subject in all respects to the terms, conditions and covenants of the aforesaid Promissory Note, and this Mortgage, as fully and to the same extent as though a part of the original indebtedness evidenced by said Note and secured by this Mortgage, excepting however, that said sums shall be repaid to the Mortgagee within Fifteen (15) days after demand by Mortgagee to Mortgagor for said payment.

8. **INSPECTION.** Mortgagee, and any persons authorized by Mortgagee, shall have the right at any time, upon reasonable notice to Mortgagor, to enter the Mortgaged Property at a reasonable hour to inspect and photograph its condition and state of repair.

9. **ACCELERATION OF MATURITY.** That (a) in the event of any breach of this Mortgage or default on the part of the Mortgagors, or; (b) in the event any of said sums of money herein referred to be not promptly and fully paid within 15 days next after the same severally become due and payable, without demand or notice; or (c) in the event each and every stipulation, agreement, condition and covenants of the Note or this

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Mortgage, any or either, are not duly, promptly and fully performed, discharged, executed, effected, completed, complied with and abided by, or; (d) in the event the Mortgagors shall fail, within five (5) days written notice by Mortgagee to execute a Mortgagor's certificate in favor of any assignee or prospective assignee of Mortgagee's interest hereunder which certificate shall contain such acknowledgements, affirmations, and covenants as may be reasonably required to enable Mortgagee to assign their interest hereunder, or (e) upon the rendering by any court of last resort of a decision that an undertaking by the Mortgagors as herein provided to pay taxes, assessments, levies liabilities, obligations and encumbrances is legally inoperative or cannot be enforced, or the event of the passage of any law changing in any way or respect the laws now in force for the taxation of mortgages or debts secured thereby, or the manner of collection of any such taxes, so as to affect this Mortgage or the debt secured hereby; then in either or any such event, the said aggregate sum mentioned in said Note then remaining unpaid, with interest accrued, and all monies secured hereby shall become due and payable forthwith, or thereafter, at the option of the Mortgagee, as fully and completely as if all of the sums of money were originally stipulated to be paid on such day, anything in the Note and/or in this Mortgage to the contrary notwithstanding; and thereupon or thereafter, at the option of the Mortgagee, without notice or demand, suit at law or in equity, therefore, or thereafter begun, may be prosecuted as if all money secured hereby had matured prior to its institution.

10. **NO ADDITIONAL FINANCING.** Borrower hereby covenants and agrees that Mortgagor shall not procure any secondary or subordinate financing in connection with the Mortgaged Property.

11. **DEFENSE OF MORTGAGED PROPERTY AND MORTGAGE.** If any action or proceeding shall be commenced by any person other than the Mortgagee, and Mortgagee is made a party, or in which it shall become necessary for Mortgagee to defend or take action to uphold or defend the lien of this Mortgage, all sums paid or incurred by the Mortgagee for the expense of any litigation, including court costs and attorneys' fees incurred in any trial, appellate, and bankruptcy proceedings, to prosecute or defend the rights and liens created by this Mortgage shall be paid by the Mortgagor, together with interest thereon at the maximum rate permitted by law from the date thereof, and any such sum and interest thereon shall be a claim upon the Mortgaged Property, attaching or accruing subsequent to the lien of this Mortgage, and shall be secured by the lien of this Mortgage.

12. **CONDEMNATION.** In the event the Mortgaged Property or any part thereof shall be condemned under the power of eminent domain, the Mortgagee shall have the right to demand that all damages awarded for such taking be paid to the Mortgagee and shall be entitled to receive same, up to the aggregate amount then remaining unpaid on the Note and this Mortgage, and any such sums shall be applied to the payments last payable thereof.

13. **SUBROGATION.** To the extent of the indebtedness of Mortgagor to Mortgagee as described in the Note, the Mortgagee shall be subrogated to the lien and the rights of the owners and holders of each and every mortgage, lien or other encumbrance on the Mortgaged Property which is paid or satisfied, in whole or in part, out of the proceeds of the Note. The respective liens of such mortgages, liens or other encumbrances shall be and are hereby security for the Note, as if they had been regularly assigned, transferred, and delivered unto the Mortgagee, notwithstanding the fact that the same may be set aside and canceled of record. It is the intention of the parties hereto that the prior mortgages, liens or other encumbrances will be satisfied and canceled of record by the holders thereof at or about the time of the recording of this Mortgage.

14. **APPOINTMENT OF RECEIVER.** At any time while a suit is pending to foreclose or to reform this Mortgage or to enforce any claims arising hereunder, the Mortgagee may apply to a court of appropriate jurisdiction for the appointment of a Receiver, and such court shall forthwith appoint a Receiver of the Mortgaged Property, including all and singular the income, profits, rents, issues and revenues from whatever source derived. The Receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to a Receiver, and such appointment shall be made by such court as an admitted equity and as a matter of absolute right to the Mortgagee without reference to the adequacy or inadequacy of the value of the Mortgaged Property, or to the solvency or insolvency of the Mortgagor or the Defendants. All income, profits, rents, issues and revenues collected by the Receiver shall be applied by such Receiver according to the lien of this Mortgage, and the practice of such court.

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15. **NO TRANSFER OF MORTGAGED PROPERTY.** It is expressly agreed that should the Mortgagor convey title to the Mortgaged Property or any legal or equitable interest therein, to any person, firm or corporation or shall permit or create any further encumbrances upon the Mortgaged Property without the prior written approval of the Mortgagee to such conveyance or encumbrance, all sums outstanding under the Note and secured by this Mortgage shall become immediately due and payable, at the option of the Mortgagee.

16. **ASSIGNMENT OF RENTS, ISSUES AND PROFITS.** Mortgagor does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Mortgagee, as security for the payment and performance of all the terms and conditions of the Note and Mortgage, and any and all amendments, extensions and renewals thereof, all Leases affecting the demised premises or any part thereof now existing or which may be executed at any time in the future during the life of this Mortgage, and all amendments, extensions and renewals of said leases and any of them, and all rents and other income which may now or hereafter be or become due or owing under the Leases, and any of them, on account of the use of the demised premises, it being intended hereby to establish a complete transfer of the leases hereby assigned and all the rents and other income arising thereunder and on account of the use of the demised premises unto Mortgagee, with the right, but without the obligation, to collect all of said rents and other income which may become due during the life of the Note and Mortgage. Mortgagor agrees to deposit with Mortgagee upon demand such leases as may from time to time be designated by Mortgagee. Although it is the intention of the parties that this shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Mortgagee shall not exercise any of the rights or powers herein conferred upon it until a default shall occur under the terms and provisions of the Note and Mortgage, but upon the occurrence of any default the Mortgagee shall be entitled, upon notice to the tenants, to all rents and other amounts then due under the leases and thereafter accruing, and this Mortgage shall constitute a direction to and full authority to the tenants, lessees or other occupants of the premises (hereinafter collectively referred to as the "Tenants") to pay all said amounts to the Mortgagee without proof of the default relied upon. The Tenants are hereby irrevocably authorized to rely upon and comply with any notice of demand by the Mortgagee for the payment to the Mortgagee of any rental or other sums which may be or thereafter become due under the leases, or for the performance of any of the Tenants undertakings under the leases and shall have no right or duty to inquire as to whether any default under the Mortgage has actually occurred or is then existing.

17. **MORTGAGE CONSTITUTES SECURITY AGREEMENT.** This Mortgage also constitutes a security agreement as defined under the Uniform Commercial Code. The Mortgagor hereby grants to the Mortgagee a security interest in and to all furniture, furnishings, equipment, machinery, and personal property of every nature whatsoever now owned or hereafter acquired by the Mortgagor located upon the Mortgaged Property together with all proceeds therefrom. The Mortgagor shall execute any and all documents as the Mortgagee may request, including, without limitation, financing statements pursuant to the Uniform Commercial Code as adopted by the State of Florida, to preserve and maintain the priority of the lien created hereby on property which may be deemed personal property or fixtures. The Mortgagor hereby authorizes and empowers the Mortgagee to execute and file on behalf of the Mortgagor all financing statements and refinancing and continuations thereof as the Mortgagee deems necessary or advisable to create, preserve or protect said lien. The Mortgagor and Mortgagee expressly agree that the filing of a financing statement shall never be construed as in anywise derogating from or impairing the express declaration and intention of the parties hereto that all such personally located on or utilized in connection with the real property encumbered by this Mortgage shall at all times and for all purposes, in all proceedings both legal and equitable, be deemed a part of the real property encumbered by this Mortgage.

18. **CONDITION OF PROPERTY.** The Mortgagor will not remove or demolish any building on said property without the written consent of the mortgagee; and will not permit, commit or suffer any waste, impairment or deterioration of said property or any part thereof, and will keep the same and improvements thereon in good condition and repair. The Mortgagor will make no additions, alterations or improvements except by a licensed contractor pursuant to all required building permits issued by the appropriate governmental authorities.

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19. **MORTGAGE SECURES INDEBTEDNESS.** It is expressly agreed and understood that this Mortgage secures the indebtedness or the obligation of the Mortgagor to the Mortgagee with respect to the Note, as same is evidenced by the Note, and all renewals, extensions and modifications thereof. This Mortgage shall not be deemed released, discharged or satisfied until the entire indebtedness evidenced by the Note is paid in full.

20. **MORTGAGEE'S REMEDIES CUMULATIVE.** The Mortgagor agrees that all rights of the Mortgagee hereunder shall be separate, distinct, and cumulative, and that none shall be in exclusion of the other, and that no act of the Mortgagee shall be construed as an election to proceed under any provision of covenant herein to the exclusion of any other, notwithstanding anything herein to the contrary.

21. **FUTURE ADVANCES.** Pursuant to the laws of the State of Florida, this Mortgage shall secure not only the existing indebtedness evidenced by the Note, but also such future advances as may be made by Mortgagee to Mortgagor in accordance with the Note, this Mortgage, or any other Loan Document, whether or not such advances are obligatory or are to be made at the option of Mortgagee, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, and the total amount of indebtedness that shall be so secured by this Mortgage may decrease or increase from time to time, provided that the total unpaid balance so secured at any one time shall not exceed a principal amount of --- **THREE MILLION SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$3,600,000.00)** --- plus interest thereon and plus any disbursements made for the payment of taxes, levies or insurance on the property covered by the lien of this Mortgage, together with interest on such disbursements.

22. **HAZARDOUS MATERIALS.** The Mortgagor agrees that it will not use, generate, store or dispose of Hazardous Materials on the Property. For purposes hereof, "hazardous materials" include (but are not limited to) materials defined as "hazardous waste" under the Federal Resource Conservation and Recovery Act and similar state laws, or as "hazardous substances" under the Federal Comprehensive Environmental Response, Compensation and Liability Act and similar state laws. Hazardous materials include (but are not limited to) solid, semi-solid, liquid or gaseous substances which are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human, plant or animal health and well-being. Examples of hazardous waste include paints, solvents, chemicals, petroleum products, batteries, transformers, and other discarded man-made materials with hazardous characteristics. Mortgagee shall have all remedies at law and equity for failure of Mortgagor to carry out the foregoing obligation, including but not limited to specific performance, damages, reasonable attorneys' fees and court costs. This provision shall survive payment of the Note and termination of this Mortgage.

23. **REPRESENTATIONS AND WARRANTIES.** In order to induce Mortgagee to make the Loan, Mortgagor represents and warrants that: (a) there are no actions, suits or proceedings pending or threatened against or affecting Mortgagor or any portion of the Property, or involving the validity or enforceability of this Mortgage or the priority of its lien, before any court of law or equity or any tribunal, administrative board or governmental authority, and Mortgagor is not in default under any other indebtedness or with respect to any order, writ, injunction, decree, judgment or demand of any court or any governmental authority; (b) the execution and delivery of the Note, this Mortgage and all other Loan Documents do not and shall not (i) violate any provisions of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award applicable to Mortgagor or any other person executing the Note, this Mortgage or other Loan Documents, nor (ii) result in a breach of, or constitute a default under, any indenture, bond, mortgage, lease, instrument, credit agreement, undertaking, contract or other agreement to which Mortgagor or such other person is a party or by which either or both of them or their respective properties may be bound or affected; (c) the Note, this Mortgage and all other Loan Documents constitute valid and binding obligations of Mortgagor and any other person executing the same, enforceable against Mortgagor and such other person(s) in accordance with their respective terms; (d) there is no fact that mortgagor and any guarantor(s) of the Loan have not disclosed to Mortgagee in writing that could materially adversely affect their respective properties, business or financial conditions or the Premises or any other collateral for the Loan; (e) Mortgagor and any guarantor(s) of the Loan have duly obtained all permits, licenses, approvals and consents from, and made all filings with, any governmental authority (and the same have not lapsed nor been rescinded or revoked) which are necessary in connection with the execution and delivery of this Mortgage and any other Loan Document, the making of the Loan, the

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performance of their respective obligations under any Loan Document, or the enforcement of any Loan Document; and that all such representations and warranties shall survive the closing of the Loan and any bankruptcy proceedings.

24. **SEVERABILITY OF INVALID PROVISIONS.** In the event any provision of the Note and or this Mortgage should be held unconstitutional, illegal or unenforceable for any reason, such provision shall not affect, alter, or otherwise impair any other provision of the Note and or this Mortgage.

25. **NO WAIVER.** It is expressly agreed and understood that a waiver by the Mortgagee of any right or rights conferred to it hereunder with regard to any one transaction or occurrence shall not be deemed a waiver of such right or rights to any subsequent transaction or occurrence. It is further agreed that any forbearance or delay by the Mortgagee in the enforcement of any right or remedy hereunder shall not constitute or be deemed a waiver of such right or remedy.

26. **GOVERNING LAW.** This Mortgage shall be construed and enforced pursuant to the laws of the State of Florida, excluding all principles of choice of laws, conflict of laws and comity.

27. **HEADINGS.** The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience and ease of reference only, and are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms or provisions hereof.

28. **GENDER AND NUMBER.** In this Mortgage and the Note it secures, the singular shall include the plural and the masculine shall include the feminine and neuter.

29. **PARTIES BOUND; NO ORAL MODIFICATIONS.** Each and every of the terms, covenants and conditions contained herein shall be binding upon the parties hereto and their successors, heirs, assigns and devisee. This Mortgage is not subject to modification other than by a written document or instrument executed by the party or parties to be charged with such modification.

30. **INVESTMENT PURPOSES ONLY.** This Mortgage and Note is hereby made for investment purposes only and is not intended for the use of a primary residence or homestead residence as defined by the Article X of the Florida Constitution.

31. **WAIVER OF TRIAL BY JURY.** EACH OF THE MORTGAGOR AND THE MORTGAGEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT WHICH HE, SHE OR IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS MORTGAGE, OR ANY OF THE LOAN DOCUMENTS OR THE FINANCING CONTEMPLATED HEREBY, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER ORAL OR WRITTEN) OR THE ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE MORTGAGEE EXTENDING THE LOAN SECURED BY THIS MORTGAGE.

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SIGNATURE PAGE TO FOLLOW

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IN WITNESS WHEREOF, the Mortgagor has hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

(Sign and Print name below signature)

CELTIC ENTERPRISES, LLC, a Wyoming limited liability company

*[Signature]*  
Print Name Daniel Penaranda

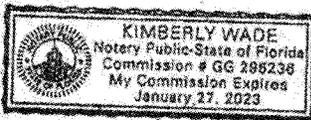
*[Signature]* Date 3/19/2021  
BY: JONATHAN PAUL ("JP") MARONEY,  
Manager

*[Signature]*  
Print Name Kimberly Wade

State of Florida  
County of Monroe

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 13<sup>th</sup> day of March, 2021, by JONATHAN PAUL ("JP") MARONEY, Manager of CELTIC ENTERPRISES, LLC, a Wyoming limited liability company. He  is personally known to me or  has produced a driver's license as identification.

[Notary Seal]



*[Signature]*  
Notary Public

Printed Name: Kimberly Wade  
My Commission Expires: 1/27/2023

INITIALS *[Signature]*

**THIS INSTRUMENT PREPARED BY:**

Gyvyonne M. Garcia, Esq.  
Alfred F. Andreu, P.A.  
7000 SW 97<sup>th</sup> Avenue  
Suite 201  
Miami, Florida 33173

**COLLATERAL ASSIGNMENT OF LEASES, RENTS AND PROFITS**

THIS ASSIGNMENT, is made and entered into this 13<sup>th</sup> day of March, 2021, by CELTIC ENTERPRISES, LLC, a Wyoming limited liability company, whose address is 143 LANSING ISLAND DRIVE, INDIAN HARBOUR BEACH, FL 32937 referred to as the "Borrower", in favor of BENWORTH CAPITAL PARTNERS, LLC, a Florida limited liability company, whose address is 7000 SW 97<sup>th</sup> Avenue, Suite 201, Miami, Florida 33173.

**WITNESSETH THAT:**

WHEREAS, the Borrower is the owner of that certain real property located in BREVARD County, Florida, more particularly described as follows:

LOT 32, LANSING ISLAND, PHASE ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 36, PAGE 13, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LESS THE NORTH FOUR FEET THEREOF.

**TOGETHER WITH:**

A PARCEL OF LAND BEING A PORTION OF LOT 32 OF LANSING ISLAND, RECORDED IN PLAT BOOK 36, PAGE 13, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 32 AND RUN NORTH 12 DEGREES 19 MINUTES 34 SECONDS WEST ALONG THE EAST LINE OF SAID LOT, A DISTANCE OF 77.83 FEET TO THE POINT OF CURVATURE OF A 1738.81 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID EAST LINE OF LOT 32, THRU A CENTRAL ANGLE OF 02 DEGREES 15 MINUTES 26 SECONDS, A DISTANCE OF 68.50 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 81 DEGREES 45 MINUTES 51 SECONDS WEST, A DISTANCE OF 276.35 FEET TO A 4 INCH BY 4 INCH CONCRETE MONUMENT STAMPED LS NO.3353 ON THE NORTH LINE OF SAID LOT 32; THENCE SOUTH 22 DEGREES 50 MINUTES 46 SECONDS EAST, A DISTANCE OF 4.12 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 4 FEET OF SAID LOT 32; THENCE NORTH 80 DEGREES 56 MINUTES 05 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 275.34 FEET TO THE POINT OF BEGINNING.

A/K/A 143 LANSING ISLAND DRIVE, INDIAN HARBOUR BEACH, FL 32937

(hereinafter referred to as the "Mortgaged Properties"), and

WHEREAS, the Borrower has requested the Lender to loan and advance to the Borrower the principal sum of — ONE MILLION EIGHT HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,800,000.00) — (hereinafter referred to as the "Loan"), and

INITIALS 

WHEREAS, the Lender has agreed to extend the Loan to the Borrower, and the parties have agreed that the Loan shall be secured by a mortgage encumbering the Mortgaged Properties (hereinafter referred to as the "Mortgage"), and a collateral assignment of the Borrower's entire interest in the Assigned Leases (as hereinafter defined) and the rents, profits and income arising from the Assigned Leases and the Mortgaged Properties,

NOW, THEREFORE, for valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and between the parties as follows:

1. The Borrower hereby grants, bargains, sells, transfers, assigns, conveys, sets-over and delivers unto the Lender all of the Borrower's right, title, and interest in and to all existing leases affecting the Mortgaged Properties, if any, and all the rents, income and profits arising therefrom, and any renewals, extensions, amendments or modifications thereof, together with any and all future leases pertaining to the Mortgaged Properties, and all the rents, income and profits arising therefrom (herein collectively referred to as the "Assigned Leases"). In addition, the Borrower hereby assigns to the Lender all now existing or hereafter created or arising guaranties pertaining to the Assigned Leases.

2. This Assignment is given to secure the following:

- A. The payment by the Borrower of all other sums, together with interest, becoming due and payable to the Lender under this Assignment, the Promissory Note and Mortgage; and
- B. The performance and discharge by the Borrower of each and every obligation and agreement of the Borrower under this Assignment, the Promissory Note and Mortgage; and
- C. The payment of all costs and attorney's fees incurred by the Lender in the enforcement of this Assignment and the collection of the "Secured Obligations" (as hereinafter defined); and
- D. The payment of any and all other indebtedness, liability or obligations of the Borrower to the Lender, now existing or hereafter arising.

(The indebtedness and obligations set forth above being hereinafter collectively and singularly referred to as the "Secured Obligations").

3. The Borrower, with the intent to induce the Lender to enter into the Secured Obligations, hereby warrants, certifies and avers as follows:

- A. The Borrower is the sole owner of the entire landlord's or lessor's interest in the Assigned Leases; and
- B. The Borrower has not previously executed any assignment of the Assigned Leases or any of the rents, income and profits accruing from the Mortgaged Properties or the Assigned Leases, and has not previously performed any acts which might prevent the Lender from fully exercising its rights under the terms of this Assignment; and
- C. The Assigned Leases are valid and enforceable and have not been altered, modified, amended, terminated, or renewed, nor have any of the terms and conditions thereof been waived in any manner whatsoever, except as may have been disclosed to the Lender in writing by the Borrower prior to the execution of this Assignment and which have been

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approved in writing by the Lender; and

- D. No rent reserved in the Assigned Leases has been assigned or participated.
4. Until such time as all of the Secured Obligations have been paid-in-full and discharged, the Borrower shall:
- A. Observe and perform all obligations, conditions and covenants imposed upon the lessor or landlord under the Assigned Leases; and
  - B. Not collect any rents, income, or profits accruing under the Assigned Leases or from the Mortgaged Properties in advance of the time when same become due and payable; and
  - C. Not execute any subsequent assignment of lessor's interest in the Assigned Leases or assignment of rents accruing under Assigned Leases or from the Mortgaged Properties, or perform any act or execute any other instrument which might prevent Lender from fully exercising its rights under this Assignment; and
  - D. Promptly notify the Lender of any notice of default given by the tenant pertaining to any breach by the Borrower of the terms and conditions of an Assigned Lease and immediately deliver to the Lender a complete copy of any such notice.
5. The Borrower shall, at the Borrower's sole cost and expense, enforce the Performance and observance of each and every covenant and condition of Assigned Leases to be performed or observed by the tenants.
6. Upon request by the Lender, the Borrower shall execute and deliver to the Lender such further assurances and assignments in the Mortgaged Properties as the Lender may from time to time require.
7. The Borrower shall not enter into any other leases upon all or any part of the Mortgaged Properties, without the prior written consent of the Lender, which consent shall not be unreasonably withheld, provided that the Lender may place restrictions on the type of occupancy permitted on the Mortgaged Properties.

8. In the event the Borrower defaults in the payment or performance of any of the Secured Obligations or the Assigned Leases, the Lender may, at its option, receive and collect all rents, income and profits derived from the Assigned Leases, as same become due, and shall be entitled to collect and receive such rents, income and profits until such time as the Secured Obligations have been satisfied and paid in full. Notwithstanding the foregoing, the Borrower may receive, collect and enjoy the rents, income and profits accruing under the Assigned Leases and the Mortgaged Properties until such time as notified by the Lender in writing that a default by the Borrower has occurred under one or more of the Secured Obligations.

9. Upon or at any time after a default by the Borrower under one or more of the Secured Obligations, the Lender may, at its option, without notice and without regard to the adequacy of the security, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court of competent jurisdiction, which said appointment of a receiver shall be deemed as a matter of right, take possession of the Mortgaged Properties and hold, manage, lease, and operate the same on such terms and for such period of time as Lender may deem proper and, with or without taking possession of the Mortgaged Properties, demand, sue for, or otherwise collect all rents, income, and profits the Mortgaged Properties, including those past due and unpaid, with full power to make from time to time all such alterations, renovations, repairs, and replacements as the Lender in its sole discretion deems proper. The

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Lender may apply such rents, income, and profits towards the payment of any expenses incurred by the Lender in managing, operating, and maintaining the Mortgaged Properties; any expenses incurred by the Lender incident to taking and retaining possession of the Mortgaged Properties; and the Secured Obligations, together with all costs and attorneys' fees. The Lender may apply such sums in such order of priority as to any of the items mentioned in this paragraph as the Lender in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding. The exercise or non-exercise by the Lender of the options granted in this paragraph or the collection and application of any rents, income, and profits, shall not be considered a waiver of any default by the Borrower under the Promissory Note, Mortgage, Assigned Leases, or this Assignment, nor shall same be deemed an election of remedies, and Lender shall be entitled to pursue all other remedies available to the Lender under this Assignment, the Promissory Note, the Mortgage, or any remedy otherwise available to the Lender.

10. The Borrower hereby appoints the Lender as the Borrower's true and lawful attorney with full power of substitution and with power for the Lender in its own name and capacity, or in the name and capacity of the Borrower, to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the Mortgaged Properties and the Assigned Leases, and, at the Lender's discretion, to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of the Borrower, which the Lender may deem necessary or desirable in order to collect and enforce the payment of such rents, income and profits. All tenants occupying the Mortgaged Properties are hereby expressly authorized and directed to pay to the Lender, or such nominee as the Lender may designate in writing, any and all amounts due the Borrower pursuant to their respective lease, upon such tenant having first received written notice from the Lender that the Borrower is in default. The Borrower hereby authorizes all such tenants to rely on any such notice given by the Lender and such tenants are expressly relieved of any and all duty, liability, or obligation to the Borrower with respect to all payments so made. For so long as any of the Secured Obligations remain outstanding, the power of attorney granted hereunder shall be deemed to be coupled with an interest, and shall be in-evocable and absolute.

11. The Lender shall not be liable for any loss sustained by the Borrower resulting from the Lender's failure to let the Mortgaged Properties, or, from any other act or omission of the Lender in managing the Mortgaged Properties whatsoever. The Lender shall not be obligated to perform or discharge, nor does the Lender undertake to perform or discharge, any obligation, duty, or liability under the Assigned Leases or under or by reason of this Assignment.

12. The Borrower shall deliver to the Lender a current rent roll for the Mortgaged Properties within ten (10) days of the Lender's mailing of a written request for such rent roll. Each rent roll delivered to the Lender by the Borrower shall be in a form acceptable to the Lender, and shall provide such information as may be required by the Lender, including, but not limited to, the following information for each tenant occupying a portion of the Mortgaged Properties: the name of the tenant; a description of the portion of the Mortgaged Properties occupied by the tenant; the term of the tenant's lease; the monthly (or other term as may be applicable) rental; the date upon which the rental payments are due; the amount of the tenant's security deposit held by the Borrower; and, the current status of rental payments due under the lease. The Borrower's failure to deliver a rent roll to the Lender in accordance with the terms of this provision shall constitute a material default of this Assignment, and shall entitle the Lender to exercise any and all rights and remedies available to it.

13. The Borrower agrees to indemnify the Lender for, and to defend and hold the Lender harmless from, any and all liability, loss, or damage which may be incurred by the Lender under the Assigned Leases, or under or by reason of this Assignment, including any liability or loss resulting from the Lender's own negligence or the negligence of the Lender's agent's employees or representatives. The

INITIALS 

Borrower further agrees to indemnify, defend, and hold the Lender harmless from any and all claims and demands which may be asserted against the Lender by reason of any alleged obligation or undertaking by the Lender to perform or discharge any of the terms, covenants, or agreements contained in the Assigned Leases. In the event the Lender incurs any such liability, loss, costs or damage under the Assigned Leases, or under or by reason of this Assignment, or in defense of any such claims or demands, the amount of such liability, damage or loss, including all costs, expenses, and attorneys' fees, shall become a part of the Secured Obligations secured by this Assignment and the Mortgage, and shall bear interest from the date upon which each such payment is made at the maximum rate permitted under then applicable laws until paid. All such sums shall be paid by the Borrower immediately upon demand and, in the event the Borrower fails to immediately pay all such sums upon demand, the Lender may, at its option, declare all the Secured Obligations to be immediately due and payable. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management, or repair of the Mortgaged Properties upon the Lender, nor shall it operate to make the Lender responsible or liable for any waste committed on the Mortgaged Properties by the tenants or any other parties, or for any dangerous or defective conditions of the Mortgaged Properties, or for any negligence in the management, upkeep, repair, or control of the Mortgaged Properties.

14. The Lender may take or release any other security for the payment of the Secured Obligations of the Borrower, and may release any party primarily or secondarily liable, and may apply any other security held by it to the satisfaction of the Secured Obligations, all without prejudice to any of the Lender's rights under this Assignment.

15. The Lender may, at its sole option, perform any lease covenant set forth in the Assigned Leases for or on behalf of the Borrower and any sums expended by the Lender in the performance of such covenants or conditions shall become a part of the Secured Obligations secured by this Assignment and the Mortgage, and shall bear interest from the date upon which each such payment is made at the maximum rate permitted under then applicable laws until paid. All said sums, together with accrued interest, shall be payable upon demand and shall be secured by this Assignment and the Mortgage.

16. The Borrower hereby agrees that in the event that any tenant terminates an Assigned Lease as a result of the total or partial destruction of the Mortgaged Properties or for any other reason, the Borrower shall, upon request by the Lender, deliver additional security and collateral to the Lender of such value and nature as the Lender may require. The Borrower further agrees to assign, and does hereby assign to the Lender, the Borrower's interest in and to any insurance proceeds derived from any policy of insurance covering the Mortgaged Properties. The Borrower agrees to procure and maintain any and all insurance coverage pertaining to the Mortgaged Properties as the Lender may require under the Mortgage.

17. In the event any of the terms and conditions of this Assignment or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the application of such terms and conditions to persons or to circumstances other than to those with such provisions are invalid or unenforceable, and all other terms and conditions contained herein, shall not be effected thereby.

18. It is expressly agreed and understood that the rights and remedies of the Lender under this Assignment are cumulative and in addition to, and not in lieu of, any and all other rights, and remedies which Lender may possess under the Promissory Note, Mortgage or any other instrument given as security for the Secured Obligations, now existing or hereafter arising. Nothing contained in this Assignment and no act performed or omitted by the Lender pursuant to the terms of this Assignment shall be deemed a waiver by the Lender of any rights or remedies under the Promissory Note or Mortgage, and this Assignment is

INITIALS 

made and accepted without prejudice to any rights or remedies possessed by the Lender under the terms of the Promissory Note and Mortgage.

19. This Assignment shall be construed and enforced in accordance with the laws of the State of Florida, excluding all principals of choice of laws, conflict of laws and comity.

20. Any notice required to be given to the Borrower by the Lender pursuant to the terms of this Assignment shall be conclusively deemed delivered and received if sent by certified or registered mail, return receipt requested, to the address shown on the first page hereof.

21. In the event of a default by the Borrower in the payment or performance of the Secured Obligations, or in the event the Lender retains an attorney to collect the Secured Obligations or enforce the terms of this Assignment, the Borrower shall pay to the Lender all costs incurred by the Lender, including, without limitation, reasonable trial, appellate and bankruptcy attorney's fees.

22. This Assignment shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns, and is not subject to modifications other than by a writing duly executed by the party or parties to be charged with such modification.

23. **THE BORROWER, THE GUARANTOR AND THE LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT WHICH HE, SHE, OR IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED ON THIS ASSIGNMENT, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS ASSIGNMENT OR THE LOAN OR OBLIGATIONS SECURED HEREBY, OR ANY DOCUMENTS EXECUTED IN CONNECTION WITH SUCH LOANS OR OBLIGATIONS, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDER'S EXTENDING THE LOAN AND THE OTHER SECURED OBLIGATIONS TO THE BORROWER.**

(Signature on following page)

INITIALS 

IN WITNESS WHEREOF, the Borrower has executed this Assignment as of the day and year first written above.

Signed, sealed and delivered in the presence of:

[Signature]  
Print Name Daniel Penacanda

CELTIC ENTERPRISES, LLC, a Wyoming limited liability company

[Signature]  
Print Name Kimberly Wade

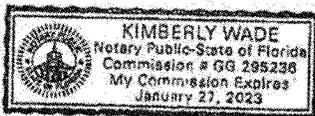
[Signature]  
BY: JONATHAN PAUL ("JP") MARONEY, Manager

State of Florida  
County of Brevard

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 13<sup>th</sup> day of March, 2021, by JONATHAN PAUL ("JP") MARONEY, Manager of CELTIC ENTERPRISES, LLC, a Wyoming limited liability company. He  is personally known to me or  has produced a driver's license as identification.

[Notary Seal]

[Signature]  
Notary Public



Printed Name: Kimberly Wade

My Commission Expires: 1/27/2023

INITIALS \_\_\_\_\_

PREPARED BY AND  
WHEN RECORDED RETURN TO:  
Henry Jimenez  
Beaworth Capital Partners, LLC.  
7000 SW 97<sup>th</sup> Ave, #201  
Miami, FL 33173  
305-445-5223

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Property Address: 143 LANSING ISLAND DRIVE, INDIAN HARBOUR BEACH, FL 32937  
Loan No: 21-2379  
Assignment Loan No: 21-2379

**\*\* ASSIGNMENT OF DEED OF TRUST/MORTGAGE \*\***

FOR VALUE RECEIVED, the undersigned: BENWORTH CAPITAL PARTNERS, LLC, (Assignor), with an address of 7000 SW 97<sup>th</sup> Avenue, Suite 201, Miami, FL, 33173 hereby sell, assigns, transfers and conveys to:

- Mira Holdings LLC, located at 91 Island Drive, Key Biscayne, FL 33149, owning 14.166667%
- ZF Capital LLC, located at 27 Facella Park Drive, Randolph, MA 02368, owning 13.888889%
- LN Investments, LLC, located at 7000 SW 97 Ave Suite #201 Miami, FL 33173, owning 2.500%
- Capital Partners 2, LLC, located at 5760 SW 130 Terrace, Miami, FL 33156, owning 55.555556%
- The Maria L. Santayana Living Trust, located at 3778 SW 135 Ave, Miami, FL 33175, owning 13.888889%

(Assignee's) all of its, the undersigned's right, title, interest and estate in and to a certain Security Instrument (i.e. Mortgage, Deed of Trust, Security Deed, Mortgage Deed, Mortgage Bond or Deed Bond) executed by CELTIC ENTERPRISES, LLC, a Wyoming limited liability company, to BENWORTH CAPITAL PARTNERS, LLC, under the date of 13<sup>th</sup> day of March, 2021, and recorded in Official Records BOOK 9055, PAGE 1663, CFN# 2021068976, of the Public Records of Brevard County, State of Florida, along with Collateral Assignment recorded in Official Records BOOK 9055, PAGE 1671, CFN# 2021068977, of the Public Records of Brevard County, State of Florida, the following described piece or parcel of land, situate and being in said County and State, with the legal description of:

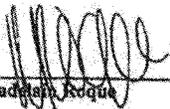
Per "Exhibit A" Attached

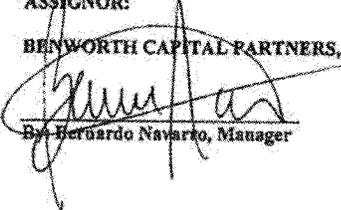
ASSIGNOR WILL CONTINUE TO SERVICE THIS MORTGAGE AND THE NOTE IT SECURES. UNLESS THESE RIGHTS ARE REVOKED BY EITHER A RECORDED WRITTEN INSTRUMENT OR A RECORDED SUBSEQUENT ASSIGNMENT, ASSIGNOR IS SPECIFICALLY AUTHORIZED ON BEHALF OF THE ASSIGNEE TO ISSUE PAYOFF LETTERS AND RECEIVE PAYMENTS AND/OR PAYOFF AMOUNTS NECESSARY TO SATISFY THE MORTGAGE.

IN WITNESS WHEREOF, BENWORTH CAPITAL PARTNERS, LLC, has caused this instrument to be signed by its authorized officer (s) has fixed its seal hereto and has caused the same to be attested by its authorized officer (s) on this 13<sup>th</sup> day of March, 2021.

WITNESSES:

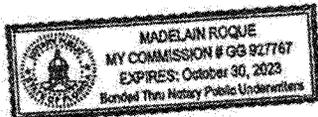
ASSIGNOR:

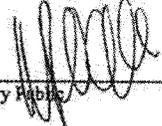
  
\_\_\_\_\_  
Madeline Roque

  
\_\_\_\_\_  
By: Bernardo Navarro, Manager

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

Before me, the undersigned a Notary Public for and within said county, came Bernardo Navarro, as Manager of BENWORTH CAPITAL PARTNERS, LLC, who acknowledged before me by means of  physical presence or  online notarization, the execution of the above foregoing instrument to be their and said corporation's voluntary act and deed for the uses and purposes therein set forth. Witness my hand and official seal at Miami-Dade County, the State of Florida on this 13<sup>th</sup> day of March, 2021.



  
\_\_\_\_\_  
Notary Public

**EXHIBIT C**

**"Exhibit A"**

LOT 32, LANSING ISLAND, PHASE ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 36, PAGE 13, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LESS THE NORTH FOUR FEET THEREOF.

**TOGETHER WITH:**

A PARCEL OF LAND BEING A PORTION OF LOT 32 OF LANSING ISLAND, RECORDED IN PLAT BOOK 36, PAGE 13, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 32 AND RUN NORTH 12 DEGREES 19 MINUTES 34 SECONDS WEST ALONG THE EAST LINE OF SAID LOT, A DISTANCE OF 77.83 FEET TO THE POINT OF CURVATURE OF A 1738.81 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID EAST LINE OF LOT 32, THRU A CENTRAL ANGLE OF 02 DEGREES 15 MINUTES 26 SECONDS, A DISTANCE OF 68.50 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 81 DEGREES 45 MINUTES 51 SECONDS WEST, A DISTANCE OF 276.35 FEET TO A 4 INCH BY 4 INCH CONCRETE MONUMENT STAMPED LS NO.3353 ON THE NORTH LINE OF SAID LOT 32; THENCE SOUTH 22 DEGREES 50 MINUTES 46 SECONDS EAST, A DISTANCE OF 4.12 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 4 FEET OF SAID LOT 32; THENCE NORTH 80 DEGREES 56 MINUTES 05 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 275.34 FEET TO THE POINT OF BEGINNING.

A/K/A 143 LANSING ISLAND DRIVE, INDIAN HARBOUR BEACH, FL 32937

**MASTER MORTGAGE AND SERVICING AGREEMENT**

THIS MASTER MORTGAGE SALE AND SERVICING AGREEMENT (the "agreement") is made and entered into on the date set forth below by and between BENWORTH CAPITAL PARTNERS LLC., a Florida limited liability company (the "Company"), and Capital Partners 4, LLC (the "Investor").

WHEREAS, the company is a mortgage lender licensed by the State of Florida, Office of the Comptroller, Department of Banking and Finance, Division of Finance, pursuant to Chapter 494 of the Florida Statutes;

WHEREAS, the Investor desires to acquire a mortgage loan from the Company (the "Loan"), and the Company desires to sell the Loan to the Investor, pursuant to the terms and conditions of this Agreement, and as listed on Exhibit A;

**COMPOSITE EXHIBIT D**

3. Servicing.

In connection with the servicing of the Loan, the parties hereto agree and acknowledge that: (a) the Investor hereby irrevocably designates and appoints the Company as its true and lawful attorney-in-fact for purposes of administering and/or servicing the Loan, to make, execute, sign, endorse, record, publish, acknowledge and file for or on behalf of the Investor, (i) all drafts, checks, or instruments made to the Company or the Investor, as payee, in connection with or related to the Loan or the matters described herein, (ii) any agreements, documents, or instruments in connection with or necessary to administer and/or service the Loan, and (iii) jointly make any decision regarding the management and servicing of the Loan, including, but not limited to, enforcing the terms of the note, selecting legal counsel for same, deciding to foreclose on the underlying property or do any other act permitted under the applicable mortgage and/or Note. The foregoing power of Attorney is hereby declared to be irrevocable and the power coupled with an interest, and shall survive the death of the Investor, if applicable, and extend to the legal representative, successors and assigns of the investor; (iv) to execute and provide payoff statements without Investor's approval or authorization; (v) to provide satisfaction of mortgages upon receipt of payoff funds; (vi) to receive by way of wire transfer or certified funds any and all proceeds due to Investor without his prior authorization; (b) the Company shall forward monthly mortgage payments on the Loan to the Investor upon funds from such payments from the borrower(s) clearing the servicing account of the Company. The Company shall not be obligated to make any payments to the investor in the event that the borrower has not made the required payment on the underlying Loan; and (c) the Company, as servicer of the Loan, is hereby granted the right to jointly (with investor) settle any litigation and resolve any issues prior to the commencement of litigation in connection with the loan and receive any insurance proceeds on insurance required to be purchased by the borrower under the mortgage, at its sole and absolute discretion.

4.

5.

6.

7.

8. Limited Power of Attorney. The Investor hereby constitutes and appoints, and by these present do(es) hereby make, constitute and appoint BENWORTH CAPITAL PARTNERS, LLC, AND/OR BERNIE NAVARRO, true and lawful attorney for investor and in his/her/their name, place and stead do(es) authorize him/her with regard to the execution and signature of all documents regarding this Master Mortgage and Servicing Agreement which includes but is not limited to the following: (i) to execute any required documents for the satisfaction of any mortgage, collateral assignment and promissory note in which Investor has been provided funds; (ii) to execute and

satisfy any mortgage which has been subsequently assigned to investor; (iii) to receive in the name of the investor any payoff proceeds by wire transfer or certified funds; (iv) to execute any document required by a closing agent, title agent, and/or title insurance underwriter to satisfy any requirements to provide investor with payoff proceeds. All acts done in good faith shall be binding upon me/us, nor shall my/our Attorney be liable for such acts. And giving and granting unto BENWORTH CAPITAL PARTNERS, LLC, AND/OR BERNIE NAVARRO said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully, to all intents and purposes; as the investor might or could do if personally present, with full power of substitution, and revocation, hereby ratifying and confirming all that BENWORTH CAPITAL PARTNERS, LLC, AND/OR BERNIE NAVARRO said attorney or his/her substitute shall lawfully do or cause to be done by virtue hereof.

INTENTIONALLY LEFT BLANK

APPROVED AND FORWARDED:  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]



2/4/19

IN WITNESS WHEREOF, I/WE have hereunto set my/our hand(s) and seal(s) this \_\_\_\_ day of \_\_\_\_\_, 2018.

Signed, sealed and delivered in the presence of.

BENWORTH CAPITAL PARTNERS LLC.

By:

Print Name and Title:

(Signature of Investor Below)

Print Name:

Address: 5760 SW 130 Terrace  
PINECREST, FL. 33156

Date:

February 7, 2019

Date:

02-5-19

Witness Signature

Printed Name

Witness Signature

Printed Name

Witness Signature

Printed Name

Witness Signature

Printed Name

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

I hereby Certfy that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments' personally appeared WALTER LISTA, known to me to be the person(s) described in and who executed the within power of attorney, who acknowledged before me that he/she/they executed the same.

IN TESTIMONY WHEREOF, we have hereunto subscribed our names and affixed our seals of office the day and year last above written

My Commission Expires:



Arlen Guadamuz  
Notary Public  
State of Florida  
My Commission Expires 7/13/19  
Commission No. FF 899391

Arlen Guadamuz 02-05-19



## **Exhibit A**

**Loan#: 21-2379**

**Borrower: Celtic Enterprises, LLC**

**Property Address: 143 Lansing Island Drive  
Indian Harbour Beach, FL 32937**

**MASTER MORTGAGE AND SERVICING AGREEMENT**

THIS MASTER MORTGAGE SALE AND SERVICING AGREEMENT (the "agreement") is made and entered into on the date set forth below by and between BENWORTH CAPITAL PARTNERS LLC, a Florida limited liability company (the "Company"), and LN Investment LLC (the "Investor").

WHEREAS, the company is a mortgage lender licensed by the State of Florida, Office of the Comptroller, Department of Banking and Finance, Division of Finance, pursuant to Chapter 494 of the Florida Statutes;

WHEREAS, the Investor desires to acquire a mortgage loan from the Company (the "Loan"), and the Company desires to sell the Loan to the investor, pursuant to the terms and conditions of this Agreement, and as listed on Exhibit A;

5.

6.

7.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below,

BENWORTH CAPITAL PARTNERS LLC

By: [Signature]  
Print Name and Title: Bernardo Navarro

Date: 3/4/14

(Signature of Investor Below)

[Signature]  
Print Name: Luisa Navarro Martinez  
Address: 300 Sevilla Ave #202  
Coral Gables FL 33134

or

(Signature of the Investor)

[Signature]  
Print Name: Luisa Navarro Martinez  
Address: 300 Sevilla Ave #202  
Coral Gables FL 33134

Date: 3/4/14



## **Exhibit A**

**Loan#: 21-2379**

**Borrower: Celtic Enterprises, LLC**

**Property Address: 143 Lansing Island Drive  
Indian Harbour Beach, FL 32937**

**MASTER MORTGAGE AND SERVICING AGREEMENT**

THIS MASTER MORTGAGE SALE AND SERVICING AGREEMENT (the "agreement") is made and entered into on the date set forth below by and between BENWORTH CAPITAL PARTNERS LLC., a Florida limited liability company (the "Company"), and MIRA HOLDINGS LLC (the "Investor").

WHEREAS, the company is a mortgage lender licensed by the State of Florida, Office of the Comptroller, Department of Banking and Finance, Division of Finance, pursuant to Chapter 494 of the Florida Statutes;

WHEREAS, the Investor desires to acquire a mortgage loan from the Company (the "Loan"), and the Company desires to sell the Loan to the Investor, pursuant to the terms and conditions of this Agreement, and as listed on Exhibit A;

5.

6.

7.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below,

BENWORTH CAPITAL PARTNERS LLC

By: [Signature]  
Print Name and Title: Bernardo Navarro

Date: 7/23/14

(Signature of Investor Below)

X [Signature]  
Print Name: Mira Holdings LLC

Address: 521 Santurce Ave  
Coral Gables FL 33143

**LOAN SETTLEMENT INSTRUCTION SHEET**

As indicated below by the "X" marking, the undersigned hereby agrees that upon the repayment or settlement of the Loan, as defined above, the proceeds from such Loan shall be paid or distributed as follows:

Send all of the proceeds to me at the address indicated below.

Maintain the proceeds in a segregated account not earning interest, until such time as I instruct otherwise in writing.

(Signature of the Investor)

X [Signature]  
Print Name: Mira Holdings LLC

Address: 521 Santurce Ave  
Coral Gables FL 33143

Date: 7/23/14



## **Exhibit A**

**Loan#: 21-2379**

**Borrower: Celtic Enterprises, LLC**

**Property Address: 143 Lansing Island Drive  
Indian Harbour Beach, FL 32937**

**MASTER MORTGAGE AND SERVICING AGREEMENT**

**THIS MASTER MORTGAGE SALE AND SERVICING AGREEMENT** (the "agreement") is made and entered into on the date set forth below by and between **BENWORTH CAPITAL PARTNERS LLC.**, a Florida limited liability company (the "Company"), and The Maria L. Santayana Living Trust (the "Investor").

**WHEREAS**, the company is a mortgage lender licensed by the State of Florida, Office of the Comptroller, Department of Banking and Finance, Division of Finance, pursuant to Chapter 494 of the Florida Statutes;

**WHEREAS**, the Investor desires to acquire a mortgage loan from the Company (the "Loan"), and the Company desires to sell the Loan to the Investor, pursuant to the terms and conditions of this Agreement, and as listed on Exhibit A;

4.

5.

6.

7.

8. **Limited Power of Attorney.** The investor hereby constitutes and appoints, and by these present do(es) hereby make, constitute and appoint **BENWORTH CAPITAL PARTNERS, LLC, AND/OR BERNIE NAVARRO**, true and lawful attorney for investor and in his/her/their name, place and stead do(es) authorize him/her with regard to the execution and signature of all documents regarding this Master Mortgage and Servicing Agreement which includes but is not limited to the following: (i) to execute any required documents for the satisfaction of any mortgage, collateral assignment and promissory note in which investor has been provided funds; (ii) to execute and satisfy any mortgage which has been subsequently assigned to investor; (iii) to receive in the name of the investor any payoff proceeds by wire transfer or certified funds; (iv) to execute any document required by a closing agent, title agent, and/or title insurance underwriter to satisfy any requirements to provide investor with payoff proceeds. All acts done in good faith shall be binding upon me/us, nor shall my/our Attorney be liable for such acts. And giving and granting unto **BENWORTH CAPITAL PARTNERS, LLC, AND/OR BERNIE NAVARRO** said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully, to all intents and purposes, as the investor might or could do if personally present, with full power of substitution, and revocation, hereby ratifying and confirming all that **BENWORTH CAPITAL PARTNERS, LLC, AND/OR BERNIE NAVARRO** said attorney or his/her substitute shall lawfully do or cause to be done by virtue hereof.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, I/WE have hereunto set my/our hand(s) and seal(s) this 22 day of January, 2016.

Signed, sealed and delivered in the presence of.

BENWORTH CAPITAL PARTNERS LLC.

By: [Signature]  
Print Name and Title: Bernardo Navarro

Date: 1/26/16

[Signature]  
Witness Signature

Mildred J. Avila  
Printed Name

[Signature]  
Witness Signature

FIDENCIA CORTERA  
Printed Name

(Signature of Investor Below)

[Signature]  
Print Name: MARIA L SANTAYANA

Address: 3778 SW ~~135~~ AVE  
Date: 1-22-16

[Signature]  
Witness Signature

Mildred J. Avila  
Printed Name

[Signature]  
Witness Signature

FIDENCIA CORTERA  
Printed Name

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments' personally appeared Maria L. Santayana known to me to be the person(s) described in and who executed the within power of attorney, who acknowledged before me that he/she/they executed the same.

IN TESTIMONY WHEREOF, we have hereunto subscribed our names and affixed our seals of office the day and year last above written

My Commission Expires:

[Signature]





## **Exhibit A**

**Loan#: 21-2379**

**Borrower: Celtic Enterprises, LLC**

**Property Address: 143 Lansing Island Drive  
Indian Harbour Beach, FL 32937**

**MASTER MORTGAGE AND SERVICING AGREEMENT**

THIS MASTER MORTGAGE SALE AND SERVICING AGREEMENT (the "agreement") is made and entered into on the date set forth below by and between BENWORTH CAPITAL PARTNERS LLC., a Florida limited liability company (the "Company"), and ZF Capital LLC (the "Investor").

WHEREAS, the company is a mortgage lender licensed by the State of Florida, Office of the Comptroller, Department of Banking and Finance, Division of Finance, pursuant to Chapter 494 of the Florida Statutes;

WHEREAS, the Investor desires to acquire a mortgage loan from the Company (the "Loan"), and the Company desires to sell the Loan to the Investor, pursuant to the terms and conditions of this Agreement, and as listed on Exhibit A;

3. Servicing.

in connection with the servicing of the Loan, the parties hereto agree and acknowledge that: (a) the Investor hereby irrevocably designates and appoints the Company as its true and lawful attorney-in-fact for purposes of administering and/or servicing the Loan, to make, execute, sign, endorse, record, publish, acknowledge and file for or on behalf of the Investor, (i) all drafts, checks, or instruments made to the Company or the Investor, as payee, in connection with or related to the Loan or the matters described herein, (ii) any agreements, documents, or instruments in connection with or necessary to administer and/or service the Loan, and (iii) jointly make any decision regarding the management and servicing of the Loan, including, but not limited to, enforcing the terms of the note, selecting legal counsel for same, deciding to foreclose on the underlying property or do any other act permitted under the applicable mortgage and/or Note. The foregoing power of Attorney is hereby declared to be irrevocable and the power coupled with an interest, and shall survive the death of the Investor, if applicable, and extend to the legal representative, successors and assigns of the Investor; (iv) to execute and provide payoff statements without Investor's approval or authorization; (v) to provide satisfaction of mortgages upon receipt of payoff funds; (vi) to receive by way of wire transfer or certified funds any and all proceeds due to Investor without his prior authorization; (b) the Company shall forward monthly mortgage payments on the Loan to the Investor upon funds from such payments from the borrower(s) clearing the servicing account of the Company. The Company shall not be obligated to make any payments to the investor in the event that the borrower has not made the required payment on the underlying Loan; and (c) the Company, as servicer of the Loan, is hereby granted the right to jointly (with Investor) settle any litigation and resolve any issues prior to the commencement of litigation in connection with the loan and receive any insurance proceeds on insurance required to be purchased by the borrower under the mortgage, at its sole and absolute discretion.

4.

5.

6.

7.

8. Limited Power of Attorney. The Investor hereby constitutes and appoints, and by these present do(es) hereby make, constitute and appoint BENWORTH CAPITAL PARTNERS, LLC, AND/OR BERNIE NAVARRO, true and lawful attorney for Investor and in his/her/their name, place and stead do(es) authorize him/her with regard to the execution and signature of all documents regarding this Master Mortgage and Servicing Agreement which includes but is not limited to the following: (i) to execute any required documents for the satisfaction of any mortgage, collateral assignment and promissory note in which Investor has been provided funds; (ii) to execute and

satisfy any mortgage which has been subsequently assigned to Investor; (iii) to receive in the name of the Investor any payoff proceeds by wire transfer or certified funds; (iv) to execute any document required by a closing agent, title agent, and/or title insurance underwriter to satisfy any requirements to provide Investor with payoff proceeds. All acts done in good faith shall be binding upon me/us, nor shall my/our Attorney be liable for such acts. And giving and granting unto BENWORTH CAPITAL PARTNERS, LLC, AND/OR BERNIE NAVARRO said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully, to all intents and purposes, as the Investor might or could do if personally present, with full power of substitution, and revocation, hereby ratifying and confirming all that BENWORTH CAPITAL PARTNERS, LLC, AND/OR BERNIE NAVARRO said attorney or his/her substitute shall lawfully do or cause to be done by virtue hereof.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, I/WE have hereunto set my/our hand(s) and seal(s) this 28 day of March, 2018.

Signed, sealed and delivered in the presence of.

BENWORTH CAPITAL PARTNERS LLC

By:

Print Name and Title:

BENARDO NAVARRO

(Signature of Investor Below)

Print Name: Kevin B Fish as Sole Member

Address: 27 Pacella Park Drive

Randolph, MA 02368

Date:

3/21/19

Date: March 28, 2019

Witness Signature

Mildred J. Avila

Printed Name

Mildred J. Avila

Witness Signature

Kristen Fiontaliz

Printed Name

Witness Signature

Velupillai K Ravindran

Printed Name

R. Ravindran

Witness Signature

Ranjil Ravindran

Printed Name

STATE OF ~~FLORIDA~~ MASSACHUSETTS  
COUNTY OF ~~MIAMI-DADE~~ NORFOLK

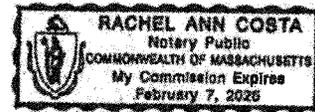
I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments' personally appeared Kevin B Fish known to me to be the person(s) described in and who executed the within power of attorney, who acknowledged before me that he/she/they executed the same.

IN TESTIMONY WHEREOF, we have hereunto subscribed our names and affixed our seals of office the day and year last above written

My Commission Expires:

2/7/2025

Rachel Ann Costa





## **Exhibit A**

**Loan#: 21-2379**

**Borrower: Celtic Enterprises, LLC**

**Property Address: 143 Lansing Island Drive  
Indian Harbour Beach, FL 32937**



7/16/2021

Celtic Enterprises, LLC  
 C/O Jonathan Paul Maroney  
 100 Rialto Place, Suite 700  
 Melbourne, FL 32901  
 Account: 21-2379  
 Property Address: 143 Lansing Island Drive, Indian Harbour Beach, FL 32937

**BENEFICIARY'S DEMAND FOR PAYOFF**

Dear Celtic Enterprises, LLC

You are authorized to use the following amounts to payoff the above-mentioned loan. All necessary legal documents will be forwarded to the trustee for Full Reconveyance upon receipt of payment in full.

Payoff Date	7/21/2021
Maturity Date	4/1/2022
Next Payment Due	6/1/2021
Interest Rate	18.00%
Interest Paid-To Date	5/1/2021
Principal Balance	\$1,800,000.00
Unpaid Interest	\$0.00
Accrued Interest From 5/1/2021 To 7/21/2021	\$71,753.42
Unpaid Late Charges	\$0.00
Accrued Late Charges	\$0.00
Unpaid Charges (See itemization attached)	\$1,022.82
Prepayment Penalty	\$0.00
Other Fees (See itemization attached)	\$137.50
<b>Payoff Amount</b>	<b>\$1,872,913.74</b>

We reserve the right to amend this demand should any changes occur that would increase the total amount for payoff. Please note that this demand expires on 7/22/2021, at which time you are instructed to contact this office for additional instructions (DEMAND FORWARDING FEES ARE DUE EVEN UPON CANCELLATION OF YOUR ESCROW). Fla.Stat. 201.04 requires that the mortgage be satisfied within sixty (60) days of receipt of the full payment. Benworth Capital Partners LLC is acting as servicer of this loan, the satisfaction of mortgage will be executed by the investor per the recorded assignment of mortgage. This payoff statement does not automatically cancel the borrower's enrollment in automatic debits for the scheduled mortgage payments. please contact our office to request the cancellation.

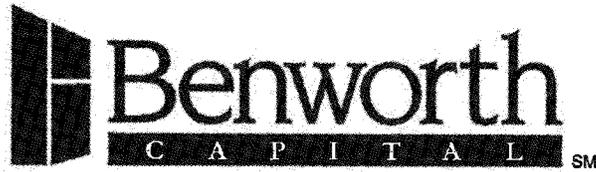
\*\*\* Payments must be received via Wire Transfer as per the attached wiring instructions. \*\*\*

Sincerely,

Madeline Roque  
 Servicing Agent  
 305-445-5223  
 305-445-5232  
 mroque@benworthcapital.com

7000 SW 97<sup>th</sup> Avenue, Suite 201  
 Miami, FL 33173  
 www.BenworthCapital.com

**EXHIBIT E**



**ITEMIZATION OF UNPAID CHARGES**

Date	Description	Interest Rate	Unpaid Balance	Accrued Interest	Total Due
06/03/2021	NSF Payment Charge	0.000%	\$1,022.82	\$0.00	\$1,022.82
				<b>Total</b>	<b>\$1,022.82</b>

**ITEMIZATION OF OTHER FEES**

Description	Amount
Demand Fee	\$50.00
Wire Transfer Fee	\$15.00
Recording Fee	\$72.50
<b>Total</b>	<b>\$137.50</b>

7000 SW 97<sup>th</sup> Avenue, Suite 201  
 Miami, FL 33173  
[www.BenworthCapital.com](http://www.BenworthCapital.com)

## GUARANTY

Dated as of the 13<sup>th</sup> day of March, 2021

FOR AND IN CONSIDERATION of One Dollar (\$1.00) and Secured Party making the Mortgage Deed and Security Agreement to the Debtor, which the receipt whereof is hereby acknowledged, the undersigned (jointly and severally, if more than one), for himself, and his heirs, personal representatives successors and assigns (the "Guarantor") hereby guarantees to **BENWORTH CAPITAL PARTNERS, LLC., a Florida limited liability company**, its successors and/or assigns, as their interests may appear,, (the "Secured Party"), by acceleration or otherwise, of any and all indebtedness, obligations or liabilities of **CELTIC ENTERPRISES, LLC, a Wyoming limited liability company**, (the "Debtor"), under that certain promissory note (the "Note") in the aggregate principal amount of **ONE MILLION EIGHT HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,800,000.00)** the principal of and interest on the loan outstanding under the Note, whether now existing or hereafter incurred by the Debtor, and all renewals, extensions or replacements of the Note, together with any and all other indebtedness, obligations and liabilities (primary, secondary, direct, contingent, sole, joint or several), due or to become due or which may be hereafter contracted or acquired, of the Debtor to the Secured Party, whether such indebtedness, obligations and liabilities arise in the ordinary course of business or not (including, without limitation, liabilities for overdrafts and as guarantor, endorser, and surety). The above described indebtedness, obligations and liabilities are sometimes referred to hereinafter as the indebtedness hereby guaranteed. The guarantor further agrees to pay all court costs and attorney's fees incurred in connection with the enforcement or collection hereof.

The guarantor hereby further agrees as follows:

1. The Guarantor hereby waives demand of payment, presentment, protest and notice of protest on any and all indebtedness hereby guaranteed and consents to alteration of any such indebtedness, including without limitation, alteration of the rate of interest. Payments by the Guarantor to the Secured Party pursuant to this Guaranty shall be made at the principal banking house of the Secured Party in South Miami, Florida, in the lawful money of the United States of America. The Guarantor also agrees to pay to the Secured Party any and all expenses of collection under this Guaranty and of the indebtedness hereby guaranteed, including, but not limited to court costs and reasonable attorney fees. Notwithstanding the foregoing, if Secured Party exercises the option to require immediate payment in full Secured Party shall give Guarantor's designated agent notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Guarantor must pay all sums secured by the Security Instrument.
2. Any amounts received by the Secured Party from whatsoever source on account of the Debtor's indebtedness, obligations or liabilities may be applied by the Secured Party toward the payment of such of the indebtedness, obligations or liabilities, and in such order of application as the Secured Party may from time to time elect; and, notwithstanding any payments made by or for the account of Guarantor pursuant to this Guaranty, the Guarantor shall not be subrogated to any rights of the Secured Party until such time as the Secured Party shall have received payment of the full amount of all of the indebtedness hereby guaranteed.

3. The Guarantor hereby consents to the Secured Party from time to time extending the time of payment in whole or in part of any and all of the indebtedness hereby guaranteed for such time or times as the Secured Party may determine and hereby waives notice thereof to or obtaining the consent of the Guarantor. Such extension or extensions may be longer than the time for repayment of the original indebtedness hereby guaranteed. The Guarantor further agrees that this Guaranty shall apply with equal force and effect to, any renewal or renewals of any of the indebtedness hereby guaranteed. The Guarantor further consents to the Secured Party exchanging, surrendering, repledging or otherwise dealing with any of the indebtedness hereby guaranteed without impairing this Guaranty and hereby waives notice thereof to or obtaining the consent therefore of the Guarantor. The Guarantor hereby consents to the partial or total release of the Debtor or other persons primarily or secondarily liable, and to the release of all or part of any security held by the Secured Party all without notice to the Guarantor. The Secured Party shall not be obligated to acquire any security or substitute security because of the release of other security. If at any time or any part of any payment theretofore applied by the Secured Party to any indebtedness hereby guaranteed is or must be rescinded or returned by the Secured Party for any reason whatsoever (including, without limitation, the insolvency, bankruptcy or reorganization of the Debtor) such indebtedness shall for the purpose of this Guaranty, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence notwithstanding such application by the Secured Party, and this Guaranty shall continue to be effective or be reinstated, as the case may be, as to such indebtedness as though such application by the Secured Party had not been made.

4. Notwithstanding the, death or insanity of the Guarantor, this Guaranty shall be binding upon his heirs, personal representative and estate with respect to the indebtedness hereby guaranteed including, without limitation, any of the indebtedness hereby guaranteed coming into existence after such death or insanity and prior to the actual receipt by the Secured Party of written, notice thereof from the Guarantor's legal representative. This Guaranty shall continue in full force and be binding upon the Guarantor notwithstanding the death or insanity or release of any other guarantor. The bankruptcy or insolvency of any other guarantor of the indebtedness hereby guaranteed shall not affect the obligations of the Guarantor hereunder. The obligations of the Guarantor hereunder shall survive the death of the Guarantor and shall be binding upon the heirs, personal representatives and estate of the Guarantor and upon any other surviving guarantor for all of the indebtedness hereby guaranteed coming into existence after any such death, the same as if such death had not occurred.

5. Notice by the Secured Party of the acceptance of the Guaranty is hereby waived. No act or omission of any kind by the Secured Party shall affect or impair this Guaranty and the Secured Party shall have no duties to the Guarantor. The Guarantor hereby agrees that its obligations hereunder shall be absolute and primary and shall be complete and binding as to the Guarantor and subject to no conditions precedent or otherwise. This Guaranty contains the full agreement of the Guarantor and is not subject to any oral conditions.

6. The obligations hereunder shall be continuing and irrevocable except as hereinafter provided. The obligation of the Guarantor hereunder with respect to any and all of the indebtedness, obligation and liabilities of the Debtors incurred under the Note and hereby guaranteed shall continue until all of such indebtedness obligation and liabilities have been fully paid and performed and the Note and all

obligations of the Secured Party to make loans and advances thereunder have been terminated. As to all of the other indebtedness hereby guaranteed, revocation of this Guaranty may be made by notice in writing signed by the Guarantor, or if deceased or insane, by his personal representative and delivered to the President, a Vice President, Cashier or Assistant Cashier of the Secured Party in person at the Secured Party's offices and shall become effective at the opening of business on the next business day of the Secured Party succeeding such delivery; provided however, any such notice shall not affect or impair in any manner whatsoever the obligations of this Guaranty as to any such indebtedness, obligations or liabilities of the Debtors to the Secured Party existing or committed at or before the time such notice becomes effective.

7. Secured Party may, from time to time, without notice to the Guarantor, assign or transfer any or all the indebtedness hereby guaranteed or any interest therein; and, notwithstanding any such assignment or transfer thereof, such indebtedness shall be and remain indebtedness for the purpose of this Guaranty, and each and every immediate and successive assignee or transferee of any of the indebtedness hereby guaranteed or any interest therein shall, to the extent of the interest of such assignee or transferee in the indebtedness hereby guaranteed be entitled to the benefits of this Guaranty to the same extent as if such assignee or transferee were the Secured Party; provided, however, that, unless the Secured Party shall otherwise consent in writing, the Secured Party shall have an unimpaired right, prior and superior to that of any such assignees or transferee, to enforce this Guaranty for the benefit of the Secured Party as to the indebtedness hereby guaranteed which the Secured Party has not assigned or transferred. For the purposes of this Guaranty, indebtedness shall include the indebtedness hereby guaranteed to the Secured Party, notwithstanding any right or power of the Debtors or anyone else to assert any claim or defense as to the invalidity or unenforceability of any such obligation, and no such claim or defense shall affect or impair the obligations of the Guarantor hereunder.

8. No modification or waiver hereof shall be binding on the Secured Party unless in writing signed by an officer of the Secured Party. This Guaranty shall be construed in accordance with and governed by the laws of the State of Florida. Wherever possible each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

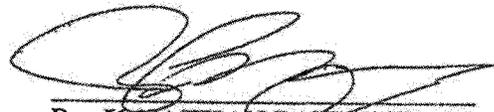
9. The Guarantor agrees that simultaneously with the execution of this Guaranty and within 60 days following the end of each calendar year hereafter, the Guarantor will furnish personal financial statements to the Secured Party in form satisfactory to the Secured Party.

10. The Secured Party is hereby granted a security interest for the full amount of the indebtedness hereby guaranteed, whether or not due and payable, upon all property and securities now or hereafter in the possession or custody of the Secured Party by or for the account of the Guarantor or in which the Guarantor may have an interest (all remittances and property to be deemed to be in the possession of the Secured Party as soon as put in transit to it by mail or carrier) and also upon the balance of any deposit accounts of the Guarantor with the Secured Party existing from time to time, and the Secured Party is hereby authorized and empowered at its option to appropriate any and all thereof and to apply any and all thereof and the proceeds thereof to the payment and after such indebtedness becomes due and payable. The security interest hereby granted shall come into existence and continue whether or not any such collateral is deposited to secure other obligations of the Guarantor to the Secured Party, and the

Secured Party is authorized to retain and keep any such collateral until payment and extinguishment of the indebtedness hereby guaranteed. The Guarantor agrees to pay any deficiency remaining after the Secured Party realizes on any security (whether furnished by the Debtors, the Guarantor or a third party) but the Secured Party shall not be required to first proceed against any such security.

11. Each of the undersigned Guarantors hereto irrevocably submits to the jurisdiction of the courts of the State of Florida (the "Florida State Courts") and of the United States of America for the Southern District of Florida sitting in South, Florida (the "Florida Federal Courts") for the purpose of all legal actions and proceedings with respect to, or arising out of this Guaranty. Each of the undersigned Guarantors hereto irrevocably agrees that all claims with respect to such legal action, suit or proceeding may be heard and determined in the Florida State Courts or to the extent permitted by law, in the Florida Federal Courts. Each of the undersigned Guarantors hereto irrevocably waives, to the fullest extent permitted by law, all objections which each of them may now or hereafter have to the laying of venue of any suit, action or proceeding in the Florida State Courts or the Florida Federal Courts located in South, Florida, and irrevocably waives all claims and defenses that any suit, action or proceeding brought in such courts located in South, Florida has been properly filed and the undersigned guarantor acknowledges and agrees that a final judgment in any such suit, action or proceeding shall be conclusive and binding upon such party and may be enforced against such party in other jurisdictions by suit on the judgment or in any other manner provided by law.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be dated as of the date first written above.



By: JONATHAN PAUL ("JP") MARONEY,  
Individually

*Law Firm*

12955 S.W. 42TH STREET  
SUITE 6  
MIAMI, FLORIDA 33175

Ph. (305) 597-0440

*of*  
*Albert D. Rey, P.A.*

*Albert D. Rey, Esquire*  
BOARD CERTIFIED ATTORNEY IN REAL ESTATE LAW

October 12, 2021

SERVED VIA CERTIFIED US MAIL  
RRR: 70012510000304345818  
& U.S. Mail

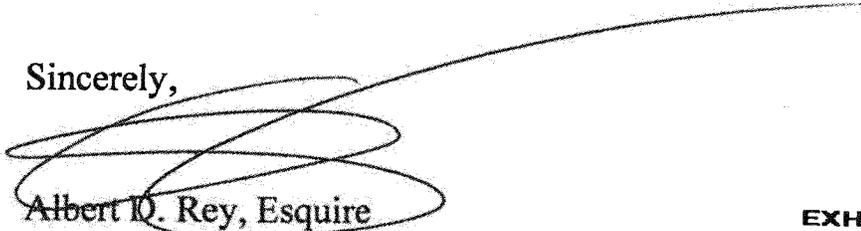
Celtic Enterprises, LLC  
1712 Pioneer Ave, Ste 500  
Cheyenne, WY 82001

Dear Mortgagor,

Pursuant to the terms of the Mortgage Deed and Security Agreement recorded under instrument number CFN2021068976 at Official Records Book 9055 at Page 1663 of the Public Records of Brevard County, Florida and Collateral Assignment of Leases, Rents and Profits recorded under instrument number CFN2021068977 at Official Records Book 9055 at Page 1671 of the Public Records of Brevard County, Florida and loan documents, demand is hereby made on behalf of my clients mortgagees Mira Holdings LLC (14.166667%), ZF Capital LLC (13.888889%), LN Investments, LLC (2.5%), Capital Partners 2, LLC (55.555556%) and Maria L. Santayana Living Trust (13.888889%) for the rents in mortgagor's possession or control and all rents received after this notice.

Your immediate compliance is required.

Sincerely,



Albert D. Rey, Esquire  
For the Firm  
Albert D. Rey, P.A.

**EXHIBIT F**

# **EXHIBIT E**

**Brynn Walker**

---

**From:** v @voice ail.televoi s.co on behal o ele o Ps oice ail  
v @voice ail.televoi s.co  
**Sent:** hursday, ctober , 2022 11:3 AM  
**To:** Nicole Newlon  
**Subject:** ele o Ps oice ail Noti ication 1/100  
**ttac ment :** televoi s voice ail.wav



Nicole Newlon,

There is a new voicemail in mailbox 1003:

From: "EMMANUEL PEREZ" <3054427443>

Length: 1:07 seconds

Date: Thu, 06 Oct 2022 11:37:36 -0400

Transcription:

mission you win %HESITATION my name is Emmanuel Perales Im an attorney  
%HESITATION I am calling in reference to %HESITATION the case of securities and  
exchange commission versus harbour city %HESITATION I believe weve corresponded  
in the past %HESITATION I represented together with Mr rape back forth %HESITATION  
who has a mortgage on the property that I believe was owned by Mister Maroney  
%HESITATION Im calling you because Mister ray advised me that there was an order  
entered for the sale of the property and he was not noticed %HESITATION and he wants  
me to get involved in the case %HESITATION as an intervening party %HESITATION in  
the federal case but I want to talk to you about it because it appears that the issue was  
easily resolved %HESITATION please call me at your earliest convenience my telephone  
numbers three oh five four four two seven four four three its about eleven thirty on  
Thursday %HESITATION and again this is regarding %HESITATION the case of

%HESITATION securities and exchange forces Maroney %HESITATION thank you very much bye ",

For support please visit [TeleVoIPs.com](https://TeleVoIPs.com)

Dial \*98 to access your voicemail by phone.



# **EXHIBIT F**

## Brynn Walker

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**From:** Nicole Newlon  
**Sent:** Thursday, October 13, 2022 2:11 PM  
**To:** Emanuel Pere  
**Subject:** Voice mail

Mr. Pere,

I received your voicemail. I'm in trial through at least October 15, perhaps longer. You have been misinformed. First, there is no order that has been entered by the Court.

Second, Mr. Rey did receive a copy of the notice, which I filed. See [elo](#).

### Notice of Electronic Filing

The following transaction was entered by Newlon, Nicole on 9/2/2022 at 2:31 PM EDT and filed on 9/2/2022

**Case Name:** Securities and Exchange Commission v. Harbor City Capital Corp. et al  
**Case Number:** [6:21-cv-00694-CEM-DCI](#)  
**Filer:** Katherine Donlon  
**Document Number:** [111](#)

#### Docket Text:

**Unopposed MOTION for Miscellaneous Relief, specifically to Approve Private Sale of Real Property -- 143 Lansing Island Drive, Indian Harbor Beach, Florida by Katherine Donlon. (Attachments: # (1) Exhibit 1, # (2) Exhibit 2, # (3) Exhibit 3, # (4) Exhibit 4, # (5) Exhibit 5)(Newlon, Nicole)**

#### **6:21-cv-00694-CEM-DCI Notice has been electronically mailed to:**

Albert Domingo Rey [adrey@bellsouth.net](mailto:adrey@bellsouth.net)

Alise M. Johnson [johnsonali@sec.gov](mailto:johnsonali@sec.gov), [almontei@sec.gov](mailto:almontei@sec.gov), [jacqmeinv@sec.gov](mailto:jacqmeinv@sec.gov), [landaul@sec.gov](mailto:landaul@sec.gov), [ordazm@sec.gov](mailto:ordazm@sec.gov)

Michael Lance Schuster [schusterm@ballardspahr.com](mailto:schusterm@ballardspahr.com), [blessingb@ballardspahr.com](mailto:blessingb@ballardspahr.com)

Nicole Deese Newlon [nnewlon@jclaw.com](mailto:nnewlon@jclaw.com), [bwalker@jclaw.com](mailto:bwalker@jclaw.com), [mpatel@jclaw.com](mailto:mpatel@jclaw.com)

I've previously filed a Motion, and the notice that was filed which Mr. Rey received, see [above](#), as to let the Court know that I had not received a ruling. Mr. Rey also received a copy of the Motion, see [elo](#).

### Notice of Electronic Filing

The following transaction was entered by Newlon, Nicole on 10/5/2022 at 1:51 PM EDT and filed on 10/5/2022

**Case Name:** Securities and Exchange Commission v. Harbor City Capital Corp. et al  
**Case Number:** [6:21-cv-00694-CEM-DCI](#)  
**Filer:** Katherine Donlon  
**Document Number:** [112](#)

#### Docket Text:

**NOTICE by Katherine Donlon re [111] Unopposed MOTION for Miscellaneous Relief, specifically to Approve Private Sale of Real Property -- 143 Lansing Island Drive, Indian Harbor Beach, Florida(Attachments: # (1) Affidavit Affidavit of Publication)(Newlon, Nicole)**

**6:21-cv-00694-CEM-DCI Notice has been electronically mailed to:**

Albert Domingo Rey [adrey@bellsouth.net](mailto:adrey@bellsouth.net)

Alise M. Johnson [johnsonali@sec.gov](mailto:johnsonali@sec.gov), [almontei@sec.gov](mailto:almontei@sec.gov), [jacqmeinv@sec.gov](mailto:jacqmeinv@sec.gov), [landaul@sec.gov](mailto:landaul@sec.gov), [ordazm@sec.gov](mailto:ordazm@sec.gov)

Michael Lance Schuster [schusterm@ballardspahr.com](mailto:schusterm@ballardspahr.com), [blessingb@ballardspahr.com](mailto:blessingb@ballardspahr.com)

Nicole Deese Newlon [nnewlon@jclaw.com](mailto:nnewlon@jclaw.com), [bwalker@jclaw.com](mailto:bwalker@jclaw.com), [mpatel@jclaw.com](mailto:mpatel@jclaw.com)

Accordingly, Mr. Rey has been copied on all filings, and there has been no order issued. You are welcome to intervene, but all procedures have been followed on including Mr. Rey in the electronic filing.

Nicole

## NICOLE DEESE NEWLON

**PARTNER | Johnson, Cassidy, Newlon & DeCort**



**Phone:** 813.699.4858

**Fax:** 813.235.0462

**Email:** [nnewlon@jclaw.com](mailto:nnewlon@jclaw.com)

**Address:** 2802 N. Howard Ave • Tampa, FL 33607

[Website](#) | [Bio](#) | [vCard](#)

# **EXHIBIT G**

**Brynn Walker**

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**From:** adrey@bellsouth.net  
**Sent:** Thursday, October 13, 2022 12:12 PM  
**To:** Nicole Newlon  
**Cc:** Emanuel Pere ; delyevora@bellsouth.net; adreytea@mail.com  
**Subject:** Capital Partners 2 v. Celtic Enterprises Payo  
**Attachment:** Payo 1013.docx  
**Importance:** High

Hi

Mr. [redacted]  
Mr. [redacted]  
Mr. [redacted]  
Mr. [redacted]  
Mr. [redacted]

Albert J. Rey, Esquire  
Board Certified Real Estate Attorney  
Albert J. Rey, P.A.

