

IN THE CIRCUIT COURT OF THE 17TH
JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA

COMERICA BANK,
a Texas banking corporation,

CASE NO. 12-013597 (18)

Plaintiff,

FLORIDA BAR NOS. 19968 & 0056208

vs.

TROPIC RANCH, INC. a Florida
corporation, H.K. HOTEL
MANAGEMENT, LLC, a Michigan limited
liability company, HANNA KARCHO-
POLSELLI, individually, BROWARD
COUNTY, FLORIDA, a political
subdivision of the State of Florida, and
KENNETH A. FRANK, individually,

Defendants.

**PLAINTIFF'S SECOND REQUEST FOR PRODUCTION
TO DEFENDANTS H.K. HOTEL MANAGEMENT, LLC,
TROPIC RANCH, INC., AND HANNA KARCHO-POLSELLI**

Pursuant to Florida Rule of Civil Procedure 1.350, Comerica Bank ("Plaintiff") requests Defendants H.K. Hotel Management, LLC, Tropic Ranch, Inc., and Hanna Karcho-Polselli ("Defendants") to examine and/or copy the following designated items within thirty (30) days from the date of service hereof, or at such other time as may be agreed upon by the office of the undersigned. Attention is directed to the "DEFINITIONS" and "INSTRUCTIONS," which are to be complied with in producing documents pursuant to Florida Rule of Civil Procedure 1.350.

DEFINITIONS

1. Throughout this request, the singular includes the plural, the masculine includes the feminine and neuter, “and” includes “or,” “any” includes “all,” and vice versa. The words “include” and “including” shall be construed without limitation.

2. “You” and “yours” shall mean Defendants and all of their past or present employees, agents, or representatives; as well as all other persons acting or purporting to act on their behalf.

3. “Complaint” shall mean the Complaint for Foreclosure and Damages that Plaintiff filed in this action.

4. “H.K. Hotel” shall mean H.K. Hotel Management, LLC.

5. “Karcho-Polselli” shall mean Hanna Karcho-Polselli.

6. “Tropic Ranch” shall mean Tropic Ranch, Inc.

7. “County” shall mean Broward County, Florida.

8. “Frank” shall mean and Kenneth A. Frank.

9. “H.K. Loan” shall mean the principal sum of Three Million One Hundred Eighty-Five Thousand and No/Dollars (\$3,185,000.00) that Plaintiff lent to H.K. Hotel on December 6, 2006.

10. “H.K. Note” shall mean the Variable Rate - Installment Note H.K. Hotel executed and delivered to Plaintiff, which is attached to the Complaint as Exhibit “A.”

11. “H.K. Guaranty” shall mean the written guaranty dated December 6, 2006 that Karcho-Polselli executed and delivered to Plaintiff, which is attached to the Complaint as Exhibit “B.”

12. “Karcho-Polselli Loan” shall mean the principal sum of One Million and No/Dollars (\$1,000,000.00) that Plaintiff lent Karcho-Polselli on December 6, 2006.

13. “Karcho-Polselli Note” shall mean the Variable Rate - Installment Note Karcho-Polselli executed and delivered to Comerica, which is attached to the Complaint as Exhibit “C.”

14. “Karcho-Polselli Guaranty” shall mean the written guaranty dated December 6, 2006 that H.K. Hotel executed and delivered to Comerica, which is attached to the Complaint as Exhibit “D.”

15. “Loans” shall mean the H.K. Loan and the Karcho-Polselli Loan, collectively.

16. "Notes" shall mean the H.K. Note and the Karcho-Polselli Note, collectively.
17. "Tropic Ranch Guaranty" shall mean the written guaranty dated December 6, 2006 that Tropic Ranch executed and delivered to Comerica, which is attached to the Complaint as Exhibit "E."
18. "Guaranties" shall mean the H.K. Guaranty, the Karcho-Polselli Guaranty, and the Tropic Ranch Guaranty, collectively.
19. "Property" shall mean the real property located in Broward County, Florida that is more particularly described in paragraph 32 of the Complaint.
20. "Mortgage" shall mean the written Continuing Collateral Mortgage dated December 6, 2006 that Tropic Ranch executed and delivered to Comerica, which is attached to the Complaint as Exhibit "F."
21. "Loan Documents" shall mean the Notes, Mortgage, Guaranties and all other documents evidencing and/or securing the Loans.
22. "Forbearance Agreement" shall mean the written Forbearance Agreement dated June 9, 2010, as amended on September 3, 2010 and again on May 5, 2011, that H.K. Hotel, Karcho-Polselli and Tropic Ranch entered into with Plaintiff, which is attached to the Complaint as Exhibit "H."
23. "Person" shall mean any natural person, firm, partnership, association, proprietorship, joint venture, corporation, company, governmental agency, or other organization or business entity.
24. "Documents" shall mean the original and any identical copy, whether in paper or electronic data form, regardless of origin or location, of any writing or record of any type or description in the possession, custody or control of you or of any other person or persons, representatives, agents or attorneys acting on behalf of you, whether relating to fact, opinion, event, recollection or intention, whether draft or final, original or reproduction, including but not limited to the original and any non-identical copy of the following items, whether printed or recorded or reproduced by any other mechanical process, or written or produced by hand: affidavits, agreements, communications, correspondence, telegrams, memoranda, letters, interoffice or intra-office communications, statements, summaries or records of telephone conversations, summaries or records of personal conversations or interviews, summaries or records of meetings or conferences, summaries or records, studies, surveys, notebooks, charts, graphs, certificates, licenses, drawings, drafts, working papers, applications, resumes, pamphlets, books, periodicals, photographs, tapes, discs, data sheets or data processing cards, or any other written, recorded, transcribed, filmed, or graphic matter.
25. "Communications" shall be construed in its broadest sense and shall mean directly or indirectly describing, setting forth, discussing, mentioning, commenting upon, supporting, contradicting, or referring to the subject or topic in question, either in whole or in

part, whether by correspondence, telephone, meeting, telegrams, notes, letters, telecopy transmissions, e-mails, or any occasion of joint or mutual presence as well as the transfer of any document from one person to another.

26. The terms “relate to,” “related to,” or “relating to” shall be construed in their broadest sense and shall mean comprise, consist of, refer to, contain, mention, describe, embody, constitute, support, corroborate, demonstrate, prove, evidence, show, refute, dispute, rebut, controvert, contradict, negate, reflect or be in any way logically or factually connected to, whether directly or indirectly.

27. The use of a verb in any tense shall be construed as the use of a verb in all other tenses, whenever necessary to bring within the scope of the specification all responses which might otherwise be construed to be outside its scope.

28. Terms in the singular include the plural and terms in the plural include the singular

29. “And” as well as “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the specification all responses which might otherwise be construed to be outside its scope. “Each” and “every” shall be construed synonymously, as shall the words “any” and “all.”

30. As used in this request for production, the term “correspondence” means all letters, faxes, e-mails, writings or memorandums, authored or received by any of the persons whose names appear in this request for production or authored or received by their employees, agents or independent contractors. This term also includes every attachment to such correspondence or any documents that accompany such correspondence.

INSTRUCTIONS

1. **Manner of Production.** Documents produced pursuant to this request shall be separately produced for each paragraph of this request, or, in the alternative, shall be identified as complying with the particular paragraph or paragraphs of the request to which they are responsive, if the documents produced for inspection are produced as they are kept in the usual course of business.

2. **Privileged Documents.** In the event that you wish to assert attorney/client privilege, work product exclusion, or any other privilege as to any document requested, then as to each such document subject to such assertion, you shall provide an identification of the document, including (a) the nature of the document, (b) the date of the document, and (c) the author, sender and recipient, together with a summary statement of the subject matter of such document in sufficient detail to permit the court to reach a ruling in the event of a motion to compel and an indication of the factual and legal basis for the assertion of the privilege.

3. **Documents Not in Possession, Custody, or Control.** If you are unable to produce any document requested, state the reasons why you are unable to produce such document. A negative response to any request without further explanation will be deemed to be your response that the requested document is not in your possession, custody or control, as interpreted by controlling case law.

4. **Documents No Longer in Possession, Custody, or Control.** With respect to documents of which you once had possession, custody or control, but no longer have possession, custody or control, please identify the document and state why the document is no longer in your possession, custody or control and identify the person who currently has possession, custody or control of the documents.

5. In the event that documents are not in your possession, you are hereby requested to deliver original consent forms directing the appropriate agency or entity to supply the information that you are unable to request.

6. All requests are limited to the twenty-four months preceding the date of this request.

DOCUMENTS REQUESTED

1. All correspondence between Tropic Ranch and Frank relating to the Property.
2. All correspondence between H.K. Hotel and Frank relating to the Property.
3. All correspondence between Karcho-Polselli and Frank relating to the Property.
4. All correspondence between Remo Polselli and Frank relating to the Property.
5. All correspondence between Tropic Ranch and Frank relating to the Loan Documents.
6. All correspondence between H.K. Hotel and Frank relating to the Loan Documents.
7. All correspondence between Karcho-Polselli and Frank relating to the Loan Documents.
8. All correspondence between Remo Polselli and Frank relating to the Loan Documents.
9. All correspondence relating to any leases, contracts, or agreements for use or operation of the Property.
10. All correspondence relating to any leases, contracts, or agreements for the operation of a restaurant, lounge, bar, tavern, café, or the like on the Property.

Dated: January 7, 2013

HOLLAND & KNIGHT LLP
Counsel for Comerica Bank
515 East Las Olas Boulevard, Suite 1200
Fort Lauderdale, FL 33301
954-525-1000 (telephone)
954-463-2030 (fax)

By: _____

Brian K. Hole

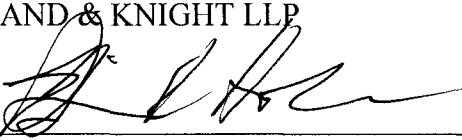
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Joshua R. Levenson
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail or email this 7th day of January, 2013 to all parties on the attached Service List.

HOLLAND & KNIGHT LLP

By: _____


Brian K. Hole
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